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**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., <sup>1</sup>	§	Case No. 20-42002-ELM-11
	§	
Debtors.	§	Jointly Administered

**WITNESS AND EXHIBIT LIST FOR OCTOBER 27, 2020 HEARING**

Vista Proppants and Logistics, LLC and its debtor affiliates (collectively, the “Debtors”),  
hereby submit this Witness and Exhibit List for the October 27, 2020 Hearing in connection with  
the following matters:

- *Debtors’ Seventh Omnibus Motion to Reject Certain Executory Contracts and Unexpired Leases Pursuant to Section 365 of the Bankruptcy Code and Bankruptcy Rule 6006 as of the Petition Date [Docket No. 18] (the “Seventh Omnibus Rejection Motion”);*

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<sup>1</sup> 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) (“MAALT Bulk”); Denetz Logistics, LLC (8177) (“Denetz”); Lonestar Prospects, Ltd. (4483) (“Lonestar Prospects”); and MAALT, LP (5198) (“MAALT”). The location of the Debtors’ service address is 4413 Carey Street, Fort Worth, TX 76119-4219.



- *Debtors' Eighth Omnibus Motion to Reject Certain Executory Contracts and Unexpired Leases Pursuant to Section 365 of the Bankruptcy Code and Bankruptcy Rule 6006 as of the Petition Date* [Docket No. 19] (the "Eighth Omnibus Rejection Motion");
- *Debtors' Ninth Omnibus Motion to Reject Certain Executory Contracts and Unexpired Leases Pursuant to Section 365 of the Bankruptcy Code and Bankruptcy Rule 6006 as of the Petition Date* [Docket No. 20] (the "Ninth Omnibus Rejection Motion");
- *Third Amended Joint Plan of Reorganization of Vista Proppants and Logistics, LLC, et al., Pursuant to Chapter 11 of the Bankruptcy Code* [Docket No. 518] (as may be further amended, the "Plan");
- *Motion of the Official Committee of Unsecured Creditors of Vista Proppants and Logistics, LLC, et al., for Entry of an Order Converting the Debtors' Chapter 11 Cases to Cases Under Chapter 7 of the Bankruptcy Code Pursuant to 11 U.S.C. § 1112(b)* [Docket No. 179] (the "Motion to Convert"); and
- *Motion of the Official Committee of Unsecured Creditors for Order Granting (I) Leave, Standing and Authority to Commence and Prosecute Certain Claims on Behalf of the Debtors' Estates and (II) Related Relief* [Docket No. 333] (the "Standing Motion").

#### **WITNESSES**

The Debtors designate the following individuals who may be called as witnesses at the October 27, 2020 Hearing (exclusive of those that may be used for impeachment purposes):

1. Gary Barton, Chief Restructuring Officer of the Debtors
2. Sanjiv Shah, Managing Director of Simmons Energy, a division of Piper Sandler & Co.

The Debtors reserve the right to call any witnesses designated by any other party.

#### **EXHIBITS**

The Debtors designate the following exhibits that may be used at the October 27, 2020 Hearing (exclusive of those that may be used for impeachment purposes):<sup>2</sup>

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<sup>2</sup> Terms not otherwise defined herein shall have the meaning set forth in the respective exhibit document (as applicable).

Exhibit Number	DESCRIPTION	J U D I C I A L  N O T I C E	M A R K E D	O F F E R E D	O B J E C T	A D M I T	D A T E	Disp. After Trial
1.	Declaration of Gary Barton in Support of the Debtors' Chapter 11 Petitions and First Day Motions [Docket No. 36]							
2.	Proposed form of <i>Order Granting Debtors' Seventh Omnibus Motion to Reject Certain Executory Contracts and Unexpired Leases Pursuant to Section 365 of the Bankruptcy Code and Bankruptcy Rule 6006 as of the Petition Date</i>							
3.	Proposed form of <i>Order Granting Debtors' Eighth Omnibus Motion to Reject Certain Executory Contracts and Unexpired Leases Pursuant to Bankruptcy Code § 365 and Bankruptcy Rule 6006 as of the Petition Date</i>							
4.	Proposed form of <i>Order Granting Debtors' Ninth Omnibus Motion to Reject Certain Executory Contracts and Unexpired Leases Pursuant to Section 365 of the Bankruptcy Code and Bankruptcy Rule 6006 as of the Petition Date</i>							
5.	Second Amended Disclosure Statement in Support of the Second Amended Joint Plan of Reorganization of Vista Proppants and Logistics, LLC, <i>et al.</i> , Pursuant to Chapter 11 of the Bankruptcy Code [Docket No. 402]							

Exhibit Number	DESCRIPTION	J U D I C I A L  N O T I C E	M A R K E D	O F F E R E D	O B J E C T	A D M I T	D A T E	Disp. After Trial
6.	Notice of Cure Procedures [Docket No. 407]							
7.	Fourth Amended Joint Plan of Reorganization of Vista Proppants and Logistics, LLC, <i>et al.</i> , Pursuant to Chapter 11 of the Bankruptcy Code <sup>3</sup>							
8.	Debtors' Plan Support Letter							
9.	Statement of the Official Committee of Unsecured Creditors in Support of Confirmation of the Third Amended Joint Plan of Reorganization of Vista Proppants and Logistics, LLC, <i>et al.</i> , Pursuant to Chapter 11 of the Bankruptcy Code [Docket No. 521]							
10.	Updated Governance Documents ( <i>Exhibit 1 to the Notice of Filing of Amended Plan Supplements [Docket No. 612]</i> )							
11.	Identities of the Officers of the Reorganized Debtors ( <i>Exhibit 2 to the Second Notice of Filing of Amended Plan Supplements [Docket No. 671]</i> )							
12.	Identities and Affiliations of the Members of the New Parent Board ( <i>Exhibit 3 to the Second Notice of Filing of Amended Plan Supplements [Docket No. 671]</i> )							

<sup>3</sup> Ex. 7 will be filed on or before October 26, 2020.



Exhibit Number	DESCRIPTION	J U D I C I A L  N O T I C E	M A R K E D	O F F E R E D	O B J E C T	A D M I T	D A T E	Disp. After Trial
13.	Exit Facility Documents ( <i>Exhibit 4 to the Notice of Filing of Amended Plan Supplements [Docket No. 612]</i> )							
14.	Schedule of Assumed Contracts and Leases ( <i>Exhibit 1 to the Second Notice of Filing of Amended Plan Supplements [Docket No. 671]</i> )							
15.	Schedule of Retained Causes of Action ( <i>Exhibit 6 to the Notice of Filing of Amended Plan Supplements [Docket No. 612]</i> )							
16.	Schedule of Litigation Trust Causes of Action ( <i>Exhibit 7 to the Notice of Filing of Amended Plan Supplements [Docket No. 612]</i> )							
17.	Litigation Trust Agreement ( <i>Exhibit 8 to the Notice of Filing of Amended Plan Supplements [Docket No. 612]</i> )							
18.	Litigation Trust Loan Documents ( <i>Exhibit 9 to the Notice of Filing of Amended Plan Supplements [Docket No. 612]</i> )							
19.	Identity of Litigation Trustee ( <i>Exhibit 10 to the Notice of Filing of Amended Plan Supplements [Docket No. 612]</i> )							

Exhibit Number	DESCRIPTION	J U D I C I A L  N O T I C E	M A R K E D	O F F E R E D	O B J E C T	A D M I T	D A T E	Disp. After Trial
20.	Certificate of Service for Solicitation Materials [Docket No. 439]							
21.	First Supplemental Certificate of Service for Solicitation Materials [Docket No. 470]							
22.	Second Supplemental Certificate of Service for Solicitation Materials [Docket No. 599]							
23.	Notice of Publication of Notice of (I) Approval of Disclosure Statement; (II) Establishment of Voting Record Date; (III) Approving Cure Procedures; (IV) Hearing on Confirmation of the Chapter 11 Plan of the Debtors; (V) Procedures for Objecting to Confirmation of the Plan; and (VI) Procedures and Deadline for Voting on the Plan [Docket No. 466]							
24.	Amended Certification of Angela M. Nguyen of Kurtzman Carson Consultants LLC Regarding Tabulation of Votes in Connection with Third Amended Joint Plan of Reorganization of Vista Proppants and Logistics, LLC, et al., Pursuant to Chapter 11 of the Bankruptcy Code [Docket No. 672]							
25.	Declaration of Gary Barton in Support of Confirmation <sup>4</sup>							

<sup>4</sup> Ex. 25 will be filed on or before October 26, 2020.

Exhibit Number	DESCRIPTION	J U D I C I A L  N O T I C E	M A R K E D	O F F E R E D	O B J E C T	A D M I T	D A T E	Disp. After Trial
26.	Declaration of Sanjiv Shah in Support of Confirmation <sup>5</sup>							
27.	Declaration of Kristin Whitley in Support of the Debtors' Chapter 11 Petitions and First Day Motions [Docket No. 35]							

The Debtors ask that the Court take judicial notice of the pleadings and transcripts filed (including any and all schedules, amendments, exhibits, and other attachments thereto) in the proceedings before this Court. The Debtors reserve the right to use additional demonstrative exhibits as they deem appropriate in connection with the October 27, 2020 Hearing. The Debtors reserve the right to use any exhibits presented by any other party. The Debtors reserve the right to amend and/or supplement this exhibit list. The Debtors also reserve the right to use exhibits not listed herein for impeachment purposes at the October 27, 2020 Hearing.

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<sup>5</sup> Ex. 26 will be filed on or before October 26, 2020.

RESPECTFULLY SUBMITTED this 23rd day of October, 2020.

**HAYNES AND BOONE, LLP**

By: /s/ David L. Staab

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**ATTORNEYS FOR DEBTORS**

**Exhibit 1**

**DEBTORS' EXHIBIT 1**

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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, <i>et al.</i> , <sup>1</sup>	§	Case No. 20-42002-ELM-11
	§	
Debtors.	§	Joint Administration Requested

**DECLARATION OF GARY BARTON IN SUPPORT OF THE DEBTORS'  
CHAPTER 11 PETITIONS AND FIRST DAY MOTIONS**

Pursuant to 28 U.S.C. § 1746, I, Gary Barton, hereby submit this declaration (this “Declaration”) under penalty of perjury:

1. I am the Chief Restructuring Officer (“CRO”) of Vista Proppants and Logistics, LLC (“Vista OpCo”) and each of its direct and indirect subsidiaries (collectively, the “Debtors,” “Vista,” or the “Company”) as debtors and debtors-in-possession in the above-captioned chapter

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<sup>1</sup> 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 OpCo”); 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.



11 cases (the “Chapter 11 Cases”). I am also a Managing Director for Alvarez & Marsal (“A&M”) in its North American Corporate Restructuring practice.

2. I have more than 30 years of experience in corporate restructurings, finance, and accounting and have advised companies across a diverse range of industries. I have assisted clients both in and outside of Chapter 11, and have acted as financial advisor to companies, lenders, and unsecured creditors’ committees.

3. 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”) in the United States Bankruptcy Court for the Northern District of Texas, Fort Worth Division. In order to allow the Debtors to meet necessary obligations and fulfill their duties as debtors in possession, the Debtors filed the motions and applications described in this Declaration (collectively, the “First Day Pleadings”). I am familiar with the contents of each First Day Pleading and believe that the relief sought in each First Day Pleading is necessary to enable the Debtors to operate in Chapter 11 with minimal disruption. I further believe that the relief sought in each First Day Pleading constitutes a critical element in achieving a successful reorganization of the Debtors, and best serves the Debtors’ estate and creditors’ interests.

4. Except as otherwise indicated, the facts set forth in this Declaration are based upon my personal knowledge of Vista’s business, my review of relevant documents, information provided to me or verified by other executives of the Debtors, Vista’s professional advisors, including Haynes and Boone, LLP (“Haynes and Boone”), and upon my experience in the energy industry generally. Unless otherwise indicated, the financial information contained in this Declaration is unaudited and subject to change. I was involved with the preparation of the petition

and First Day Pleadings. I am authorized to submit this Declaration on behalf of Vista, and if called upon to testify, I will testify competently to the facts set forth herein.

5. This Declaration is organized into two sections. **Part I** is a summary of the proposed DIP Facility (as defined below) and **Part II** contains a summary of the relief requested in, and the factual basis supporting, the First Day Pleadings.

## **I. The DIP Facility**

6. In the months leading up to the Petition Date, the Debtors and their advisors engaged in active dialogue with Ares Capital Corporation (“Ares”) and PlainsCapital Bank (“PlainsCapital”).<sup>2</sup> The resolution of several conflicting factors took significant time and effort and resulted in the heavily negotiated debtor in possession term loan facility (the “DIP Facility”).

7. The DIP Facility negotiations culminated in Ares (the “DIP Agent”) and the other existing Term Loan Lenders (collectively, the “DIP Lenders”) committing to provide a non-amortizing senior secured delayed draw term loan facility in an aggregate principal amount of up to **\$11 million** (the “DIP Commitment”). As described in the DIP Motion, the Debtors may obtain funding for expenditures in accordance with an approved budget (the “DIP Budget”), which is attached as an exhibit to the DIP Motion. The Company’s senior lenders are fully-supportive of the bankruptcy filings and expect to sponsor a plan of reorganization with Vista to facilitate a prompt exit from Chapter 11.

8. The proceeds of the DIP Facility are sized to support the Debtors through the anticipated pendency of the Chapter 11 Cases. I believe the financial terms and covenants of the DIP Facility are reasonable under the circumstances for financing of this kind. Specific to the

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<sup>2</sup> A description of the Debtors’ prepetition capital structure and the facts and circumstances of the Chapter 11 Cases is contained in the *Declaration of Kristin Whitley in Support of the Debtors’ Chapter 11 Petitions and First Day Motions* (the “Whitley Declaration”).



Chapter 11 Cases, the DIP Facility sets certain milestones for confirmation of a plan of reorganization and other restructuring initiatives and entitles the DIP Lenders to certain fees. Additionally, the adequate protection provided to the DIP Lenders and the Term Loan Lenders (as defined in the Whitley Declaration) were necessary to induce the DIP Lenders to provide the DIP Facility and to induce the Term Loan Lenders to consent to priming. Based on the extensive negotiations that took place, I believe that these are the only terms on which the DIP Lenders will provide the needed financing.

9. It is my understanding that any alternative financing arrangement, including an arrangement provided by potential debtor-in-possession lenders other than Ares, likely would have led to a lengthy and potentially value-destructive priming fight. Moreover, I understand that the DIP Lenders would not have been amendable to providing financing without these heavily bargain-for provisions detailed in the DIP Motion. During negotiations with the DIP Lenders, the Debtors proposed that the DIP Lenders provide the DIP Facility with lower or no associated fees and free from procedural milestones. The DIP Lenders made clear that they would not be willing to provide the DIP Facility on more favorable terms. On the other hand, the Debtors successfully negotiated several key concessions from the DIP Lenders, including, *inter alia*, (a) payment of budgeted estate professional fees, (b) a carve-out for estate professionals' fees and expenses, and (c) budgeted use of funds from a statutory committee of unsecured creditors to investigation the prepetition lies and claims. The Debtors' access to this financing is necessary to enable the Debtors to adequately restructure their business in Chapter 11.

10. I believe that the terms of the DIP Facility, including the provisions described above, constitute the only terms the Debtors could achieve on which the DIP Lenders will extend the necessary postpetition financing. Although the Debtors exhaustively explored whether the DIP

Lenders would provide the DIP Facility on more favorable terms to the Debtors, during negotiations, the DIP Lenders were not willing to do so.

11. Accordingly, the Debtors, with the advice of Haynes & Boone and myself, recognized the absence of more favorable competing proposals and the benefits to be provided under the DIP Facility and determined in their sound business judgment that the terms of the DIP Facility were and remain superior to any other set of terms reasonably available to the Debtors at this time.

12. I believe that the DIP Facility provides the Debtors with the best, most feasible, and most value-maximizing financing option available.

## **II. First Day Pleadings**

13. Below is an overview of the First Day Pleadings other than the DIP Motion. In the First Day Pleadings, the Debtors seek relief intended to facilitate a smooth transition into Chapter 11 and minimize disruptions to the Debtors' restructuring efforts. Capitalized terms used but not otherwise defined in this section of the Declaration shall have the meanings ascribed to them in the relevant First Day Pleading.

### **A. Joint Administration Motion**

14. Through the *Debtors' Emergency Motion for Entry of Order Authorizing Joint Administration of Chapter 11 Cases Pursuant to Rule 1015(b) of the Federal Rules of Bankruptcy Procedure* (the "Joint Administration Motion"), the Debtors request authorization to jointly administer their Chapter 11 cases for procedural purposes only. The Debtors are "affiliates" as defined in section 101(2) of the Bankruptcy Code, as Debtor Vista Proppants and Logistics, LLC directly or indirectly owns and controls 100 percent of the equity interests of all of the other

Debtors.

15. Because joint administration of these cases will remove the need to prepare, replicate, file, and serve duplicative notices, applications and orders, the Debtors and their estates will save substantial time and expense. Further, joint administration will relieve the Court of entering duplicative orders and maintaining duplicative files and dockets. The United States Trustee for the Northern District of Texas (the “U.S. Trustee”) and other parties in interest will similarly benefit from joint administration of these Chapter 11 Cases by sparing them the time and effort of reviewing duplicative pleadings and papers. Joint administration will not adversely affect creditors’ rights because this Motion requests only the administrative consolidation of the estates. This Motion does not seek substantive consolidation. As such, each creditor may still file its claim against a particular estate.

16. I believe that the relief requested in the Joint Administration Motion is in the best interest of the Debtors’ estates, creditors, and all other parties in interest. Accordingly, on behalf of the Debtors, I respectfully submit that the Joint Administration Motion should be approved.

## **B. Claims Agent Application**

17. In *Debtors’ Emergency Application for Authorization to Retain and Employ Kurtzman Carson Consultants LLC as Claims, Noticing and Solicitation Agent* (the “Claims Agent Application”), the Debtors seek entry of an order appointing Kurtzman Carson Consultants LLC (“KCC”) as the Claims and Noticing Agent for the Debtors in the Chapter 11 Cases in accordance with the terms and conditions set forth in the Services Agreement, effective *nunc pro tunc* to the Petition Date. The Debtors wish to retain KCC as the Claims and Noticing Agent for these Chapter 11 Cases, to, among other tasks: (i) serve as the noticing agent to mail notices to the estates’ creditors, equity security holders, and parties in interest; (ii) provide computerized claims,

objection, solicitation, and balloting database services; and (iii) provide expertise, consultation, and assistance in claim and ballot processing and other administrative services with respect to these cases. Based on all engagement proposals obtained and reviewed, I believe that KCC's rates are competitive and reasonable given KCC's quality of services and expertise.

18. I believe that the relief requested in the Claims Agent Application is in the best interest of the Debtors' estates, creditors, and all other parties in interest. Accordingly, on behalf of the Debtors, I respectfully submit that the Claims Agent Application should be approved.

### **C. Notice Motion**

19. In the *Debtors' Emergency Motion for Entry of an Order (I) Authorizing the Debtors to File a Consolidated List of Creditors and (II) Mail Initial Notices* (the "Notice Motion"), the Debtors request entry of an order: (i) authorizing the Debtors to file a consolidated list of creditors and (ii) mail initial notices. The preparation of a separate creditor matrix for each Debtor would be expensive, time consuming, and administrative burdensome. Accordingly, the Debtors respectfully request authority to file one Consolidated Creditor Matrix for all Debtors.

20. Through KCC, the Debtors' proposed Noticing and Claims Agent, the Debtors propose to serve the Notice of Commencement substantially in the form annexed to the Proposed Order as Exhibit 1 on all parties entitled to such notice and, at the same time, to advise them of the section 341 meeting. Service of a single Notice of Commencement will not only avoid confusion among creditors, but will also prevent the Debtors' estates from incurring unnecessary costs associated with serving multiple notices to the parties listed on the Consolidated Creditor Matrix if required to service an individual Notice of Commencement for each Debtor. Accordingly, the Debtors submit that service of a single Notice of Commencement is warranted. Additionally, the Debtors have tailored the proposed Notice of Commencement to include contact information for

KCC in an effort to reduce the number of inquiries directed to the Clerk's Office.

21. I believe that the relief requested in the Notice Motion is in the best interests of the Debtors' estates, creditors, and all other parties in interest. Accordingly, on behalf of the Debtors, I respectfully submit that the Notice Motion should be approved.

#### **D. Schedules Motion**

22. Through the *Debtors' Emergency Motion for Entry of an Order Extending the Time to File Schedules and Statements* (the "Schedules Motion"), the Debtors seek the entry of an order extending the deadline by which the Debtors must file the schedules of assets and liabilities and statements of financial affairs (collectively, the "Schedules and Statements"), by 30 days, for a total of 44 days from the Petition Date, through and including **July 23, 2020**.

23. There are seven Debtors in these Chapter 11 Cases. To prepare the Schedules and Statements, the Debtors must compile information from books, records, and documents maintained by each of these seven Debtors, relating to the claims of thousands of creditors, as well as the Debtors' many assets and contracts. Given the scope of the Debtors' prepetition operations, it will take substantial time to gather and process such information. The Debtors have a limited number of employees with detailed knowledge of the Debtors' financial affairs and the skill to perform the necessary review and analysis of the Debtors' financial records. In light of the size and complexity of the Debtors' businesses, and the resulting significant amount of work required to complete the Schedules and Statements, as well as the competing demands on the Debtors' employees and professionals to assist in critical efforts to stabilize the Debtors' business operations during the initial postpetition period, I believe that an extension is necessary.

24. The requested extension also will aid the Debtors in efficiently preparing accurate Schedules and Statements, as it will allow the Debtors to account for prepetition invoices not yet

received or entered into their accounting systems as of the Petition Date, and will minimize the possibility that any subsequent amendments to the Schedules and Statements are necessary. As such, the extension will benefit not only the Debtors, but all creditors and other parties in interest.

25. Although the Debtors, with the assistance of their professional advisors, have begun to compile the information necessary for the Schedules and Statements, the Debtors have been consumed with a multitude of other legal, business, and administrative matters in the weeks prior to the Petition Date. The Debtors expect that they will require at least 30 additional days to finalize the Schedules and Statements. Recognizing the importance of the Schedules and Statements in these Chapter 11 Cases, the Debtors intend to complete the Schedules and Statements as quickly as possible under the circumstances.

26. I believe that the relief requested in the Schedules Motion is in the best interests of the Debtors' estates, creditors, and all other parties in interest. Accordingly, on behalf of the Debtors, I respectfully submit that the Schedules Motion should be approved.

#### **E. Wage and Benefits Motion**

27. The Debtors also filed *Debtors' Emergency Motion for Order (I) Authorizing Debtors to Pay Certain Prepetition Employee Wages, Other Compensation and Reimbursable Employee Expenses; (II) Continuing Employee Benefits Programs; (III) Authorizing Financial Institutions to Honor and Process Checks and Transfers Related to Such Obligations Pursuant to Sections 105(a), 363(a), and 507(a) of the Bankruptcy Code and Bankruptcy Rules 6003 and 6004; and (IV) Granting Related Relief* (the "Wage and Benefits Motion"). In the Wage and Benefits Motion, the Debtors seek authority under Bankruptcy Code sections 105(a), 363(a), 507 and Bankruptcy Rule 6003 to pay certain prepetition obligations owed to either Employees (defined below) or those who provide employee benefits, to honor and continue Employee Obligations

(defined below) and to authorize financial institutes to receive, process, honor, and pay checks presented for payment and electronic payment requests relating to prepetition Employee Obligations. The Debtors are not seeking authority to pay any employee of any of their non-Debtor affiliates. Additionally, the Debtors seek to modify the automatic stay in favor of claimants seeking to recover under the Workers' Compensation Program (defined below); provided, however, that such claims are pursued in accordance with the Workers' Compensation Program, and recoveries, if any, are limited to the proceeds from the applicable Workers' Compensation Program.

28. As of the Petition Date, Vista employs 56 full-time employees (the "Employees") and no part-time employees. Included among the Employees are certain executives, equipment operators, mechanics, supervisors, electricians, and dispatchers, among others. Many of the Employees have specific skill sets and expertise that are essential to the Debtors' operations. The Employees are critical to the preservation of the Debtors' estates during the Chapter 11 Cases. Additionally, the Employees responsible for the Debtors' limited business operations, including information technology, accounting and finance, and other related tasks are equally as important to the business operations. Their skills, knowledge, and understanding with respect to the Debtors' infrastructure and limited business operations are required for the effective reorganization of the Debtors' businesses.

29. In the Wage and Benefits Motion, the Debtors seek authority to pay the following aggregate amounts on account of prepetition Employee Obligations:

<b>Employee Obligations</b>	<b>Unpaid Prepetition Amount</b>
Unpaid Wage Obligations	\$203,000
Payroll Taxes	\$41,000
Payroll Deductions	\$10,000

Reimbursable Expenses	\$1,000
PTO	\$205,000
Benefit Service Provider Fees	\$1,000
Unpaid Health Benefits	\$344,000
Unpaid Employee Insurance Coverage Premiums	\$45,000

*i. Employee Wage Obligations*

30. The Debtors typically pay obligations relating to Employee wages and salaries on a biweekly basis. In the ordinary course of business, the Debtors pay their Employees through Paycom Software, Inc. (“Paycom”), a third-party service provider, which makes payments either directly to Employees through direct deposits with funds advanced by the Debtors or by check. The Debtors advance funds to Paycom approximately two (2) days prior to the Debtors’ regularly-scheduled payroll. Subsequently, Paycom makes payments to the Employees and to various third parties as described below.

31. The Debtors estimate their average bi-weekly payroll to be approximately **\$297,000**. The Debtors’ most recent bi-weekly payroll was funded to Paycom on June 3, 2020, prior to the Debtors’ filing, and covers the time period from May 18, 2020, to May 31, 2020, for the mining and executive Employees and from May 17, 2020, to May 30, 2020, for the transload Employees. The Debtors estimate that, as of the Petition Date, approximately **\$203,000** in wages and salaries earned by the Employees prior to the Petition Date have accrued and remain unpaid (collectively, the “Unpaid Wage Obligations”). The Debtors do not believe that any of the Employees are owed prepetition Wage Obligations in an amount exceeding the \$13,650 priority cap imposed by Section 507(a)(4) of the Bankruptcy Code (the “Priority Wage Cap”).



**iii. Payroll Taxes and Deductions**

32. In various jurisdictions, the Debtors are required by law to withhold amounts from the Wage Obligations related to income taxes, healthcare taxes, and other social welfare benefits, including social security, Medicare taxes, and unemployment insurance (collectively, the “Withholding Taxes”) and to remit the same and certain other amounts to the appropriate taxing authorities (collectively, the “Taxing Authorities”) according to schedules established by such Taxing Authorities.

33. In certain circumstances, the Debtors are also required to make additional payments from their own funds in connection with the Withholding Taxes (the “Employer Taxes” and, together with the Withholding Taxes, the “Payroll Taxes”). In the aggregate, the Payroll Taxes, including both the Employee and Employer portions, total approximately **\$60,000** for each bi-weekly payroll. As of the Petition Date, the Debtors estimate that they owe approximately **\$41,000** on account of prepetition Payroll Taxes.

34. During each applicable pay period, the Debtors, directly through Paycom, also routinely withhold other amounts from certain Employees’ gross pay, including garnishments, child support, and deductions related to various Retirement Plans and other Employee Benefits (each hereinafter defined) (collectively, the “Deductions” and, together with the Payroll Taxes, the “Payroll Taxes and Deductions”). As of the Petition Date, the Debtors estimate that they owe approximately **\$10,000** on account of prepetition Deductions.

**vi. Reimbursable Expenses**

35. In the ordinary course of business, the Debtors reimburse certain Employees in accordance with the Debtors’ policies for reasonable, customary, and approved expenses incurred on behalf of the Debtors in the scope of such Employees’ employment and service, including travel

mileage, hotel rooms, meals, vehicle, equipment, and business-related telephone charges (collectively, the “Reimbursable Expenses”). The Debtors reimburse the Reimbursable Expenses as part of the scheduled payroll immediately following the Debtors’ approval. Because of the irregular nature of requests for Reimbursable Expenses, it is difficult to determine the amount of Reimbursable Expenses outstanding at any given time.<sup>3</sup> The Debtors estimate that Reimbursable Expenses average approximately **\$1,000** per month, and approximately one month of Reimbursable Expenses may remain outstanding as of the Petition Date.

**vii. *Vacation and Paid Time Off***

36. The Debtors provide the Employees with paid time off (“PTO”) for vacation, illness, and other personal leave. Vacation accrues per pay period, and the available leave is dependent upon an Employee’s length of employment. If an Employee does not use his or her vacation time in a given year, the Employee may cash out<sup>4</sup> up to forty-eight (48) hours or carry over up to forty-eight (48) hours of vacation for use in the following calendar year but loses any unused hours in excess of forty-eight (48) hours. If an Employee is terminated or resigns, such Employee is paid for any unused vacation time if the Employee has been employed for more than one year and was not terminated due to misconduct or unacceptable performance. The cash balance of PTO as of the Petition Date is **\$205,000** with two (2) Employees having a cash-out balance greater than \$10,000.

**viii. *Benefit Service Providers***

37. The Debtors engage certain benefit service providers (each, a “Benefit Service Provider”) to help administer payroll and provide other services. The scope of services provided

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<sup>3</sup> Certain Employees have had to use their own personal credit cards for business operation expenses.

<sup>4</sup> Bulk and MAALT Employees are not entitled to cash out or carry over PTO. The cash out and carry over policies only apply to Lonestar Management Employees.

varies from contract to contract, but in each instance, the Debtors pay a fee to the Benefit Service Provider (the “Benefit Service Provider Fees”).

38. As mentioned above, Paycom is a Benefit Service Provider, which facilitates the administration of payroll and payment of payroll taxes and deductions for Employees. The Debtors also engage certain other Benefit Service Providers to assist with employment related functions.

39. The Debtors estimate that Benefit Service Provider Fees average approximately \$9,200 per month, and approximately **\$1,000** of Benefit Service Provider Fees may remain outstanding as of the Petition Date.

***ix. Employee Benefit Plans***

40. The Debtors maintain various employee benefit plans and policies for health care, dental, vision, disability, life, accidental death and dismemberment insurance, 401(k) savings plans, workers’ compensation and employee assistance for mental health needs (collectively, and as discussed in more detail below, the “Employee Benefits”). The Employee Benefits are administered by several different providers (collectively the “Benefits Providers”), depending upon the benefit.

***ix. Health Benefits***

41. All regular, full-time Employees are eligible to receive medical, prescription drug, dental, and vision insurance coverage (collectively, the “Health Benefits”), provided by various health care providers, including:

- Blue Cross and Blue Shield of Texas – Medical and Pharmacy
- HSA Bank – Health Savings Accounts
- BlueCross Blue Shield – Dental<sup>5</sup>

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<sup>5</sup> The Employee contributions for medical, health savings accounts, dental, and vision are deducted on a pre-tax basis.

- Dearborn National/EyeMed – Vision
- Teladoc – Online Doctor Service/Telemedicine

As part of the Health Benefits, Employees may choose from a PPO Plan, a Base Health Savings Account (“HSA”) Plan, or a Buy Up HSA Plan. Amounts contributed to the HSA are deducted from an Employee’s payroll and deposited into an account over which such Employee has control.

42. The Debtors pay the employer portion for the Health Benefits, and the Employees’ portion of premiums for the Health Benefits is deducted from each participating Employees’ payroll amount. The Employees’ contribution for Health Benefits depends on their elections while the Debtors’ portion ranges from \$0 to \$528<sup>6</sup> per pay period. The Debtors estimate that obligations for premiums under the Health Benefits plans average approximately **\$344,000** per month<sup>7</sup> (**\$337,000** in Medical/Dental; **\$3,500** in Vision; and **\$3,500** in Telehealth Benefits), and approximately one month of obligations, **\$344,000**, for premiums under the Health Benefits plan may remain outstanding as of the Petition Date (the “Unpaid Health Benefits”).

***x. Life and Accidental Death and Dismemberment Insurance***

43. The Debtors provide basic group term life, accidental death, long-term disability, and certain other risk and disability insurance benefits (collectively, the “Employee Insurance Coverage”). The Debtors provide Basic Life and Accidental Death and Dismemberment Insurance through Mutual of Omaha (“Mutual of Omaha”) at the Debtors’ cost. The Basic Life and Accidental Death and Disability (“AD&D”) Insurance benefit is equal to \$25,000. Additionally, Employees may elect to purchase additional Voluntary Life and AD&D insurance life insurance

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<sup>6</sup> This is the highest amount possible under all of the Debtors’ Health Benefits plans, which includes separate Health Benefits for Lonestar Management, MAALT, and Bulk Employees. This amount assumes that a Bulk Employee has enrolled in health, dental, and vision insurance for the Employee and the Employee’s family.

<sup>7</sup> The estimate of obligations for premiums under the Health Benefits plans is based on an average of the last three months of expenses paid by the Debtors.

on behalf of the Employee, his or her spouse, or child; however, the premium for Voluntary Life and AD&D insurance is borne by the Employee and paid through Payroll Deductions.

44. In addition, each Employee that works at least thirty hours per week may elect to receive short or long-term disability insurance through Mutual of Omaha. The short-term disability plan entitles an Employee to receive 60% of their income, with a weekly benefit of up to \$1,000 for up to 12 weeks. The long-term disability plan entitles an Employee to receive 60% of their income of up to \$6,000 per month for various periods of duration, depending on age. The Debtors pay 0% of the cost for long term disability, while the Employee is responsible for 100% of the cost of the short and/or long-term disability to the extent coverage is elected.

45. In order to retain the Employee Insurance Coverage, the Debtors are required to pay premiums to the providers of the Employee Insurance Coverage. The Debtors estimate that monthly Employee Insurance Coverage premiums average approximately **\$45,000** per month, and approximately one month of obligations for premiums under the Employee Insurance Coverage may remain outstanding as of the Petition Date (the “Unpaid Employee Insurance Coverage Premiums”).

***xii. Retirement Plans***

46. The Debtors also provide certain eligible Employees with retirement benefits. The Debtors maintain a retirement savings plan with Principal Financial Services, Inc. (“Principal”) for the benefit of all Employees who meet the requirements of Section 401(k) of the Internal Revenue Code (the “401(k) Plan”). The 401(k) Plan is a defined contribution 401(k) profit sharing plan and is compliant with ERISA 404(c). Employees have the option to contribute to a Roth 401(k) as well as a traditional 401(k). All amounts contributed to the 401(k) Plan are wired directly from the Debtors to Principal.

47. Employees are automatically enrolled in the 401(k) Plan. Instead, Employees must make an election to participate in the 401(k) Plan. Employees become eligible to participate in the 401(k) Plan 60 days after the date of hire. Employees who are 50 years of age or older who already contribute the maximum amount under the 401(k) Plan may also make a “catch-up contribution” up to \$6,000 for a total combined contribution allowance of \$25,000. The 401(k) Plan currently has a total of 661 participants, including 44 active participants and 617 inactive participants. The Debtors do not match 401k contributions.

48. In the first quarter of 2020, the Debtors withheld an aggregate amount of approximately **\$17,000** each month from participants’ paychecks on account of their 401(k) contributions. As of the Petition Date, the Debtors estimate that they hold approximately **\$12,000** related to Employee 401(k) Plan contributions that have not been remitted to the 401(k) Plan (the “Unremitted 401(k) Contributions”).

***xiii. Workers’ Compensation Programs***

49. The Debtors also provide Employees with workers’ compensation and employer’s liability coverage (the “Workers’ Compensation Program”) through First Liberty Insurance Corp. The Debtors are responsible for the full amount of the premiums for the Workers’ Compensation Program for the benefit of Employees. Premiums are adjusted annually based on claims made during the previous year. On average, the Debtors pay approximately **\$906,000** in Workers’ Compensation premiums. Prior to the Petition Date, the Debtors renegotiated coverage for 2020. Under the Debtors’ current Workers Compensation Program, premiums have been reduced to approximately **\$5,000 per month**. The Debtors reasonably believe there are no amounts due and outstanding as of the Petition Date under the Workers’ Compensation Program.

***xiv. Employee Assistance Program***

50. The Debtors provide the Employees with access to Employee Assistance Program (“EAP”) through Mutual of Omaha. The EAP provides Employees access to a website, a 1-800 number, and free counseling and referral programs for mental health needs. The Debtors’ cost to provide this EAP is included into the premiums paid by the Debtors to Mutual of Omaha.

***xv. Honoring Obligations to Employees Will Benefit the Debtors and the Estate***

51. The Debtors do not believe that the total combined Unpaid Wage Obligations, Reimbursable Expense obligations, and Health Benefits owed to any one employee exceeds \$13,650 earned within the 180 days prior to the Petition Date. The Debtors believe that the vast majority of the Employee Obligations constitute priority claims. In the absence of such payments, the Debtors believe that their Employees may seek alternative employment opportunities. Such a development would deplete the Debtors’ workforce and hinder the Debtors’ ability to successfully reorganize. Moreover, the loss of valuable individuals and the recruiting efforts that would be required to replace them would be a massive and costly distraction at a time when the Debtors should be focusing on implementing a successful reorganization. For these same reasons, failure to pay the Employee Obligations will adversely impact the Debtors’ relationships with their Employees at a time when the Employees’ support is critical to the Debtors’ success in Chapter 11.

52. Due to the nature of the Debtors’ businesses, Employees of an equivalent level of skill and knowledge would be difficult and costly for the Debtors to find and to integrate into their restructuring efforts in an efficient manner. It is necessary that the Debtors continue to maintain Employee Benefits. Satisfying prepetition and post-petition obligations related to the Employee Benefits will ultimately allow the Debtors to focus on effecting a more cost-efficient

reorganization. The Debtors also believe it is necessary to continue payment of the Benefit Service Provider Fees in order to maintain the smooth administration of programs related to the Employee Obligations. Without the continued services of the Benefit Service Providers, the Debtors will be unable to continue to honor their Employee Obligations in an efficient and cost-effective manner.

53. To the extent the Debtors' Employees hold valid claims under any of the Debtors' workers' compensation policies, the Debtors seek authorization, under Section 362(d) of the Bankruptcy Code, to permit these Employees to proceed with their claims in the appropriate judicial or administrative forum, subject to the conditional lift stay terms set forth in the Order. The Debtors believe cause exists to modify the automatic stay because prohibiting the Debtors' Employees from proceeding with their claims could have a detrimental effect on the financial well-being and morale of such employees and lead to their departure. Thus, solely with respect to workers' compensation claims, the Debtors seek to modify the automatic stay; provided, however, that such claims are pursued in accordance with the Workers' Compensation Program, and recoveries, if any, are limited to the proceeds from the applicable Workers' Compensation Program.

54. The Debtors have sufficient funds to pay the amounts described based on anticipated access to cash collateral and DIP financing, provided that any such access to cash collateral and DIP financing will be subject to the terms, conditions, limitations, and requirements under any financing or cash collateral orders entered in the Chapter 11 Cases, together with any approved budget thereto. Under the Debtors' existing cash management system, the Debtors can identify checks or wire transfer requests as relating to an authorized payment made to Employees or on account of Employee Obligations.

55. I believe that the relief requested in the Wage and Benefits Motion is immediately



necessary to avoid irreparable harm and is in the best interests of the Debtors' estates, creditors, and all other parties in interest. Accordingly, on behalf of the Debtors, I respectfully submit that the Wage and Benefits Motion should be approved.

#### **F. Cash Management Motion**

56. Through the *Debtors' Amended Emergency Motion for Entry of an Order (I) Authorizing Maintenance of Existing Corporate Bank Accounts and Cash Management System; (II) Waiving Certain U.S. Trustee Requirements; and (III) Authorizing Continuation of Intercompany Transactions with Section 364(a) Administrative Priority* (the "Cash Management Motion") the Debtors are requesting, pursuant to Bankruptcy Code §§ 105(a), 345(b), 363(c), 364(a), 1107 and 1108, the entry of an order: (i) authorizing the Debtors to maintain the Bank Accounts (defined below) and Cash Management System (defined below); (ii) granting the Debtors a waiver of certain Guidelines (defined below) and Section 345(b) of the Bankruptcy Code; and (iii) authorizing continuation of Intercompany Transactions (defined below) consistent with historical practice.

##### **i. The Debtors' Bank Accounts**

57. The Debtors maintain a centralized cash management system (the "Cash Management System") to collect, transfer, and disburse funds. The Debtors' Cash Management System is similar to those commonly employed by enterprises of comparable size and complexity. Among other benefits, the Cash Management System permits the Debtors to accurately monitor cash availability at all times. The Cash Management System also permits Debtors to centrally manage and track the collection and transfer of funds, which reduces administrative burden and expense and minimizes interest expense. The Cash Management System is summarized on Exhibit B of the Cash Management Motion and is described in more detail below.

58. Prior to the Petition Date, in the ordinary course of business, the Debtors maintained seventeen bank accounts (collectively, the “Accounts” or the “Bank Accounts”), which formed the Cash Management System. Fifteen Bank Accounts reside at PlainsCapital Bank (“PlainsCapital”), one Account resides at 1st Source Bank (“1st Source”), and one Account resides at Pinnacle Bank (“Pinnacle” and together with PlainsCapital and 1st Source, the “Banks”). Each of the Debtors’ Accounts is identified below on a Debtor-by-Debtor basis with a brief description of the historical function and use of each Account:

Bank	Acct.	Description
<b>Lonestar Ltd.</b>		
PlainsCapital	x0130	<b>Main Operating Account.</b> The Main Operating Account is the Debtors’ primary operating account that the Debtors use to (i) fund the Bulk and MAALT Operating Accounts, (ii) fund the Bulk and MAALT Payroll Accounts, (iii) fund the Management Fees Account, and (iv) to make other necessary disbursements. The Main Operating Account is funded by revenue generated by Lonestar Ltd. and draws on the Debtors’ Term Loan and PlainsCapital ABL Credit Facilities.
	x2804	<b>Revolving Priority Account.</b> This Account was established as part of the PlainsCapital ABL Facility. Excess cash from the Main Operating Account is subsequently transferred to this Account.
	x1601	<b>Term Loan Priority Account.</b> This Account was established as part of the Term Loan Facility with Ares Capital Corporation. All proceeds from asset sales are transferred to this Account.
	x2800	<b>Lonestar Restricted Cash Account.</b> (Reclamation Bond WTX Mine)
	x2433	<b>Money Market Account.</b> Inactive.
	x8653	<b>Money Market Account.</b> Inactive.
1st Source	x9610	<b>1st Source Money Market Account.</b> Inactive.
<b>Vista OpCo</b>		
PlainsCapital	x8100	<b>Management Fees Account.</b> This Account is funded by the Main Operating Account, Bulk Operating Account, and MAALT Operating Account. This Account is used to distribute monthly management fees.
	x3286	<b>Vista Money Market Account.</b> Inactive.

	x8100	<b>Vista CD Account.</b> Inactive.
<b>Bulk</b>		
PlainsCapital	x9074	<b>Bulk Operating Account.</b> The Bulk Operating Account is funded by the Main Operating Account from revenue generated by Bulk. The Debtors use this Account to fund the Bulk Payroll Account.
	x5949	<b>Bulk Payroll Account.</b> This Account is funded by the Bulk Operating Account and is used to pay employees of Bulk. Payroll payments are disbursed through Paycom (defined below).
Pinnacle	x3011	<b>Bulk Restricted Cash Account.</b> This Account was historically used to hold a certificate of deposit to secure a letter of credit benefitting Hudson Insurance Company (the “ <u>Hudson Letter of Credit</u> ”). The Hudson Letter of Credit expired prior to the Petition Date and has not been renewed.

<b>MAALT, L.P.</b>		
PlainsCapital	x7185	<b>MAALT Operating Account.</b> The MAALT Operating Account is funded by the Main Operating Account from MAALT revenue. The Debtors use this Account to fund the MAALT Payroll.
	x5931	<b>MAALT Payroll Account.</b> This Account is funded by the MAALT Operating Account and is used to pay employees of MAALT. Payroll payments are disbursed through Paycom.
<b>VPROP</b>		
PlainsCapital	x8203	<b>VPROP Holding Account.</b> Inactive.
	x6802	<b>VPROP Term Loan Priority Account.</b> Inactive. The Debtors intend to repurpose this Account as a utility deposit account.

59. The Debtors manage their cash receipts, transfers, and disbursements in the Cash Management System through routine deposits, withdrawals, and fund transfers to, from, and between the Bank Accounts by various methods including check, wire transfer, automated clearing house transfer, and electronic funds transfer. The Cash Management System is centered around the Main Operating Account where the Debtors’ funds are swept and from which the Debtors’ disbursements are managed and directed.

*ii. Collections and Borrowings under the Revolver and Term Loan Facilities*

60. At certain times prior to the Petition Date, the Debtors requested draws under their credit facilities with Ares Capital Corporation (“Ares”) and the additional lenders (collectively, the “Term Loan Lenders”) under the Debtors’ term loan ( the “Term Loan Credit Facility”) and PlainsCapital, the Debtors’ lender under an asset-based loan facility (the “PlainsCapital ABL Credit Facility”), which is the subject of the Revolving Priority Account. The availability of funds under the Term Loan Credit Facility and the PlainsCapital ABL Credit Facility is determined based on the metrics outlined in the applicable loan documents. Funds drawn by the Debtors under the Term Loan Credit Facility and the PlainsCapital ABL Credit Facility at Lonestar Ltd. are initially deposited into the Main Operating Account.

*iii. Disbursements*

61. The Debtors’ disbursements are directed through the Main Operating Account, MAALT Operating Account, and Bulk Operating Account (collectively, the “Operating Accounts”). The Debtors’ payroll is made from the Operating Accounts. The Main Operating Account transfers funds to the MAALT Operating Account and the Bulk Operating Account if there is a shortfall, and from the Operating Accounts to the MAALT Payroll Account and the Bulk Payroll Account (collectively, the “Payroll Accounts”). The Debtors transfer funds from the Payroll Accounts to Paycom Software, Inc. (“Paycom”), a third-party service provider, approximately two (2) days prior to the Debtors’ regularly-scheduled payroll. Subsequently, Paycom makes payments to the Debtors’ employees and to various third parties as described below. In conjunction with the transfers to the Payroll Accounts, the Debtors also transfer designated funds from the Operating Accounts to Paycom, which distributes all payroll taxes, garnishments, employee benefit deductions, workers’ compensation and other miscellaneous deductions to the appropriate designees. 401(k) Contributions are distributed to Principal Financial

Services, Inc. by ACH approximately three to five days after payroll. Further, the Debtors transfer funds from the Main Operating Account to pay applicable property taxes. Funds are periodically transferred to the appropriate taxing authorities directly by the Debtors to facilitate tax payments. Moreover, funds necessary to make required payments are regularly transferred from the Main Operating Account for disbursement to vendors and other payees.

**iv. *Intercompany Transactions***

62. In the ordinary course of business, the Debtors maintain business relationships with each other, resulting in intercompany receivables and payables (the “Intercompany Transactions”). At any given time, there may be balances due and owing by and among the Debtors’ various entities. The Debtors maintain records of, and can ascertain, trace and account for, the Intercompany Transactions. Periodically, there is a true-up or netting of the obligations among the Debtors, and those debits and credits are consolidated to a net intercompany balance between the applicable Debtors. Moreover, the Debtors and the Banks will continue to maintain such records, including records of all current intercompany accounts receivables and payables, in the postpetition period. Thus, the propriety of all Intercompany Transactions can be verified. I believe that the relief requested in the Cash Management motion with respect to Intercompany Transactions will ensure that each individual Debtor will not fund the operations of another entity at the expense of its creditors and will ensure that each entity receiving payments from a Debtor in connection with an Intercompany Transaction will continue to bear ultimate payment responsibility for such Intercompany Transaction.

**v. *Collections, Borrowings, and Disbursements Under Proposed DIP Facility***

63. Contemporaneously with the filing of the Cash Management Motion, the Debtors filed a motion for authorization to obtain debtor-in-possession financing (the “DIP Motion”) under

a senior secured term loan credit facility (the “DIP Facility”), in accordance with a debtor-in-possession credit agreement by and among the Debtors, Ares as administrative agent (in such capacity, the “DIP Agent”), and the lenders party thereto (collectively, the “DIP Lenders”). Subject to the Court’s approval of the Cash Management Motion and the DIP Motion, the Debtors intend for proceeds of the DIP Facility (the “DIP Facility Proceeds”) to be initially deposited into the Term Loan Priority Account. The funds necessary to remit authorized, budgeted disbursements will be transferred from the Term Loan Priority Account to the Main Operating Account for disbursement on an as-needed basis (subject to the terms of any order granting the DIP Motion and the definitive documentation of the DIP Facility). To avoid any commingling of DIP Facility Proceeds, any cash collateral subject to a first priority lien or security interest of PlainsCapital under the PlainsCapital ABL Credit Facility that is collected by the Debtors in the Main Operating Account will be transferred to the Revolving Priority Account. Subject to the Court’s approval of the Cash Management Motion and the DIP Motion, the Debtors intend to open a new Account, over which the DIP Agent will have sole dominion and control, at a new bank to replace the function of the existing Term Loan Priority Account with respect to the DIP Facility Proceeds.

***vi. Maintaining the Existing Cash Management System is Essential to the Debtors’ Restructuring Efforts***

64. I believe that the Debtors’ ability to maintain its existing Cash Management System is vital to ensuring the Debtors’ seamless transition into bankruptcy. The Debtors’ Cash Management System constitutes an ordinary course, essential business practice providing significant benefits to the Debtors including, among other things, the ability to (i) control funds, (ii) ensure the availability of funds when necessary, and (iii) reduce costs and administrative expenses by facilitating the movement of funds and the development of more timely and accurate account balance information. Any disruption of the Cash Management System may have a severe

and adverse impact upon the Debtors' reorganization efforts.

**vii. *Waiver of Conflicting U.S. Trustee Guidelines and Section 345(b) of the Bankruptcy Code is Warranted***

65. The Debtors seek a waiver of the Guidelines to the extent that the requirements of such Guidelines otherwise conflict with (a) the Debtors' existing practices under the Cash Management System or (b) any action taken by the Debtors in accordance with any Order granting this Motion. The use of the Debtors' Cash Management System is an ordinary course, customary, essential business practice. Requiring that the Debtors alter their current practices to comply with certain of the Guidelines would risk disruption to the Debtors' business and be inefficient.

66. PlainsCapital is an authorized depository pursuant to the United States Trustee's Authorized Depository Listing established for the Northern District of Texas (the "UST Approved Depository List"). Pinnacle and 1st Source are not currently included on the UST Approved Depository List.

67. To my knowledge, Pinnacle and 1st Source are financially stable banking institutions with the Federal Deposit Insurance Corporation or other appropriate government-guaranteed deposit protection insurance. Requiring the Debtors to change their deposits and other procedures could result in harm to the Debtors, their creditors, and the estates because such change would disrupt the Cash Management System. Conversely, the Debtors' estates and creditors will not be harmed by the Debtors' maintenance of the status quo because of the relatively safe and prudent practices already utilized by the Debtors. Specifically, the 1st Source Money Market Account (XXXX-9610) is subject to the Term Loan Lenders' security interest pursuant to the Term Loan Credit Facility. Both the Bulk Restricted Cash Account at Pinnacle and the 1st Source Money Market Account are inactive.

68. The Debtors request a waiver of the Guidelines to enable the Debtors to maintain

and continue to use the Bank Accounts with the same account numbers as are currently employed, including the Accounts at Pinnacle and 1st Source. The Debtors request authorization to: (i) instruct the Banks to add the designation, “Debtor-in-Possession” to their current and any future Accounts; (ii) treat the Accounts for all purposes as Accounts of the Debtors as Debtors-in-Possession; (iii) maintain records that recognize the distinction between prepetition and postpetition transfers; (iv) attach redacted bank statements with respect to any Accounts at Pinnacle or 1st Source to the Debtors’ monthly operating reports; and (v) attach redacted bank statements of any Accounts that are not DIP Accounts opened after the Petition Date to the Debtors’ monthly operating reports. Additionally, the Debtors will add the designation “Debtor-in-Possession” (without abbreviation) to any existing or future checks.

69. The Debtors’ continued use of the Bank Accounts with the same account numbers is necessary for a smooth and orderly transition into Chapter 11, with minimal interference with the Debtors’ restructuring efforts. Requiring the Debtors to open new accounts and obtain checks for those accounts will cause delay and disruption to the Debtors’ businesses.

70. I believe that the Debtors’ payroll obligations may be more efficiently met through its existing Cash Management System and existing Bank Accounts and requiring the establishment of a new payroll account would be unnecessary and disruptive.

71. I believe that the Debtors can pay their tax obligations most efficiently from the existing Bank Accounts in accordance with the existing practices, and that the U.S. Trustee can adequately monitor the flow of funds into, between, and out of the Bank Accounts. The creation of new accounts designed solely for tax obligations would be unnecessary and inefficient. By preserving business continuity and avoiding operational and administrative paralysis that closing the existing Bank Accounts and opening new ones would create, all parties-in-interest will be best



served by authorizing the Debtors to maintain their existing Bank Accounts and Cash Management System.

72. I believe that the relief requested in the Cash Management Motion is in the best interests of the Debtors' estates, creditors, and all other parties in interest. Accordingly, on behalf of the Debtors, I respectfully submit that the Cash Management Motion should be approved.

#### **G. Tax Motion**

73. In the *Debtors' Emergency Motion for Entry of an Order (I) Authorizing Debtors to Pay Prepetition Sales/Use Taxes and (II) Authorizing Financial Institutions to Honor and Process Related Checks and Transfers Pursuant to Sections 105(a), 363(b), 507(a)(8), and 541(d) of the Bankruptcy Code* (the "Tax Motion"), the Debtors seek the entry of an order, pursuant to Bankruptcy Code §§ 105(a), 363(b), 507(a)(8), and 541(d) (i) authorizing, but not directing, the Debtors to pay prepetition sales and use taxes (the "Sales/Use Taxes") due and owing to the appropriate taxing authorities (each a "Taxing Authority" and collectively, the "Taxing Authorities"), including any Sales/Use Taxes determined owing postpetition for the period prior to the Petition Date; and (ii) directing financing institutions to honor and process related checks and transfers.

74. In the ordinary course of their businesses, the Debtors collect, remit, withhold, and pay to various Taxing Authorities among other taxes, certain sales and use taxes (the "Sales/Use Taxes"). A non-exclusive list of the Taxing Authorities for Sales/Use Taxes is annexed as Exhibit 1 (the "Taxing Authorities List") to the proposed order granting the Tax Motion.

75. The Taxing Authorities require the Debtors to collect from their customers, and/or for the Debtors to pay as a customer, Sales/Use Taxes that are based on a percentage of sales prices. In most cases, the Sales/Use Taxes are paid in arrears once collected. The Debtors request authority

to continue their ordinary business practices of invoicing and paying invoices that account for the applicable Sales/Use Taxes, whether such invoices are prepetition or postpetition invoices. The Debtors estimate that they owe approximately **\$10,000** in Sales/Use Taxes relating to periods prior to the Petition Date, all of which will become due within thirty days of the Petition Date.

76. The amount of Sales/Use Taxes above is a good faith estimate based on the Debtors' books and records and remains subject to potential audits and other adjustments. As such, the Debtors also seek authorization to pay any prepetition Sales/Use Taxes due and owing following audit and review.

77. The Debtors seek to obtain authority to pay the prepetition Sales/Use Taxes to avoid interference with the Debtors' efforts to successfully reorganize. Nonpayment of these obligations may cause Taxing Authorities to take precipitous action, including but not limited to, asserting liens, penalties, and interest expenses, preventing the Debtors from conducting business in the applicable jurisdictions, or seeking to lift the automatic stay. In the event the Debtors have additional obligations to Taxing Authorities, it may be costly and administratively burdensome for the Debtors' management during these Chapter 11 Cases, and an unnecessary distraction for the Debtors and this Court, to address potential enforcement actions by Taxing Authorities.

78. To the extent that any prepetition Sales/Use Taxes remain unpaid by the Debtors, certain of the Debtors' officers and directors may be subject to lawsuits or criminal prosecution during the pendency of these Chapter 11 Cases. The dedicated and active participation of the Debtors' directors, officers, and other employees is essential to the orderly administration of these Chapter 11 Cases. The threat of a lawsuit or criminal prosecution, and any ensuing liability, would distract the Debtors and their personnel from important tasks, to the detriment of all parties in interest.

79. I believe that payment of the prepetition Sales/Use Taxes is an exercise of sound business judgment and necessary to permit a successful reorganization. Significant disruptions of the Debtors' operations of the types described above threaten to irreparably impair the Debtors' ability to conduct a successful reorganization process and thereby maximize the value of the Debtors' estates for the benefit of creditors.

80. Therefore, I believe that the relief requested in the Tax Motion is immediately necessary to avoid irreparable harm and is in the best interests of the Debtors' estates, creditors, and all other parties in interest. Accordingly, on behalf of the Debtors, I respectfully submit that the Tax Motion should be approved.

#### **H. Utilities Motion**

81. Through the *Debtors' Emergency Motion for an Order Under 11 U.S.C. §§ 105(a) and 366 (I) Prohibiting Utility Companies From Altering or Discontinuing Service on Account of Prepetition Invoices, (II) Approving Deposit Account as Adequate Assurance of Payment, and (III) Establishing Procedures for Resolving Requests by Utility Companies for Additional Assurance of Payment* (the "Utilities Motion"), the Debtors seek entry of an order (i) prohibiting the Utility Companies from altering or discontinuing service on account of unpaid prepetition invoices, (ii) establishing the Procedures (as defined below) for resolving any disputes regarding requests for adequate assurance of payment, and (iii) scheduling a final hearing on the Motion (the "Final Hearing") within thirty (30) days of the Petition Date.

82. In the normal conduct of their business operations, the Debtors have relationships with many different utility companies and other providers (each a "Utility Company" and, collectively, the "Utility Companies") for the provision of electric, water, sewer, natural gas, trash removal, telephone, cellular telephone, internet services, and similar utility products and services

(collectively, the “Utility Services”) at their corporate headquarters as well as at their various mine and lease locations. The Utility Companies include, without limitation, the entities set forth on the list attached to the proposed order granting the Utilities Motion as Exhibit 1.

83. It is my understanding that the historical average monthly amount owed to the Utility Companies is approximately \$668,000. I believe that the Debtors owe certain amounts to Utility Companies as of the Petition Date for prepetition Utility Services. Due to the timing of the Petition Date in relationship to the Utility Companies’ billing cycles, it is my understanding that the Debtors owe prepetition obligations relating to Utility Services that have been invoiced to the Debtors for which payment is not yet due and for Utility Services that have been provided since the end of the last billing cycle but not yet invoiced to the Debtors.

84. Uninterrupted Utility Services are essential to the Debtors’ businesses. If the Utility Companies refuse or discontinue service, even for a brief period, the Debtors’ business operations would be severely disrupted. If such disruption occurred, the impact on the Debtors’ business and revenue would be extremely harmful and would jeopardize the Debtors’ reorganization efforts. I believe that it is critical that Utility Services continue uninterrupted.

85. The Debtors anticipate their access to cash collateral and proposed debtor-in-possession financing will be sufficient to allow them to satisfy all administrative expenses, and the Debtors intend to pay all postpetition obligations owed to the Utility Companies in a timely manner. Nevertheless, to provide additional adequate assurance of payment for future Utility Services, the Debtors propose to deposit **\$333,900**, a sum equal to approximately fifty percent of the Debtors’ historical monthly cost of their Utility Services, into a separate, segregated, interest-bearing account, that will be established and funded within twenty (20) business days after the Petition Date (the “Utility Deposit Account”), subject to the terms and conditions of any cash

collateral and debtor-in-possession financing orders that may be entered in the Chapter 11 Cases. The Debtors propose to maintain the Utility Deposit Account with a minimum balance equal to 50% of the Debtors' historical monthly cost of Utility Services from Utility Companies, which may be adjusted by the Debtors to account for the termination of Utility Services by the Debtors or other arrangements with respect to adequate assurance of payment reached with individual Utility Companies.

86. I believe that that the Utility Deposit Account, together with the Debtors' anticipated access to cash collateral and debtor-in-possession financing, provides protection well in excess of that required to grant adequate assurance to the Utility Companies. The Debtors have substantially reduced their business operations in the wake of the global pandemic and the global oil price crash. Given the current reduction in business operations, the Debtors anticipate a corresponding reduction in utility costs of fifty percent or more compared to historical costs. Therefore, the Debtors are confident that the Utility Deposit Account combined with the Debtors anticipated access to cash collateral and debtor-in-possession financing will be sufficient to ensure that Utility Companies are paid in full for post-petition Utility Services.

87. I believe that the Procedures set forth in the Utility Motion provide a fair, reasonable, and orderly mechanism for the Utility Companies to seek additional adequate assurance, while temporarily maintaining the status quo for the benefit of all stakeholders.

88. Separate negotiations with each of the Utility Companies would be time-consuming and unnecessarily divert the Debtors' personnel from other critical tasks related to the operation of their business and the restructuring. This is especially true given the fact that the Debtors operate at several different locations, many of which have separate utility arrangements. During the first days of the Chapter 11 Cases it would be incredibly difficult, costly, and would divert the

Debtors' limited personnel resources to engage in separate negotiations with each potential Utility Company. Further, if individual negotiations were required and the Debtors were to fail to reach early agreement with each Utility Company, the Debtors would likely have to file further motions seeking expedited determinations as to adequate assurance or risk service termination.

89. I believe that the relief requested in the Utilities Motion is immediately necessary to avoid irreparable harm and is in the best interests of the Debtors' estates, creditors, and all other parties in interest. Accordingly, on behalf of the Debtors, I respectfully submit that the Utilities Motion should be approved.

#### **I. Omnibus Contract Rejection Motions**

90. Through the Debtors' first, second, third, fourth, fifth, sixth, seventh, eighth, and ninth *Omnibus Motion to Reject Certain Executory Contracts and Unexpired Leases Pursuant to Section 365 of the Bankruptcy Code and Bankruptcy Rule 6006 as of the Petition Date* (collectively, the "Omnibus Contract Rejection Motions"), the Debtors seek entry of an orders authorizing and approving the rejection of the executory contracts and unexpired leases listed on Exhibit 1 of each of the proposed orders (collectively, the "Contracts"). The Debtors further request that rejection of the Contracts be authorized and approved as of the Petition Date (the "Effective Date"), which is the date by which the Debtors anticipate that they will no longer be receiving services under the Contracts and will have returned any leased equipment or made such equipment available to the applicable counterparty for pickup.

91. The Debtors' business operations have historically involved producing and transporting mine-to-wellhead, high-quality, fine-grade frac sand for oil and gas well completion in in Texas and Oklahoma. In connection with the operation of their businesses, the Debtors have entered into numerous executory contracts and leases with various vendors and service providers,

certain of which are no longer necessary for the Debtors' ongoing business operations.

92. In the sound exercise of their business judgment, the Debtors have determined that rejecting the Contracts is in the best interests of their estates and creditors. The Debtors have carefully reviewed the necessity of the Contracts and the fees and expenses associated with the Contracts. The Debtors, in their business judgment, believe that the cost and burden to the Debtors and their estates of maintaining the Contracts outweighs any benefits that the Debtors or their estates might receive. The Debtors do not have a need for the Contracts going forward. The Contracts are not necessary to the Debtors' business and are a drain on the Debtors' resources.

93. As of the Effective Date, the Debtors anticipate that they will no longer be receiving services under the Contracts and will have returned any leased equipment or made such equipment available to the applicable counterparty for pickup. The Contracts are no longer of value to the Debtors' estates and rejection effective as of the Effective Date will permit the Debtors to avoid paying for unnecessary services, thereby minimizing the Debtors' administrative expense obligations.

94. I believe that the relief requested in the Omnibus Contract Rejection Motions is in the best interests of the Debtors' estates, creditors, and all other parties in interest. Accordingly, on behalf of the Debtors, I respectfully submit that the Omnibus Contract Rejection Motions should be approved.

#### **J. First Omnibus Railcar Rejection Motion**

95. Through the *Debtors' First Omnibus Motion for Entry of an Order Authorizing the Debtors to (i) Reject Certain Unexpired Railcar Leases Pursuant to Section 365 of the Bankruptcy Code and Bankruptcy Rule 6006 as of the Petition Date and (ii) Abandon any Remaining Personal Property in Connection Therewith* (the "First Omnibus Railcar Rejection Motion"), the Debtors

seek entry of an order authorizing the Debtors to (i) reject the railcar leases listed on Exhibit 1 of the proposed order granting the First Omnibus Railcar Rejection Motion (the “Railcar Leases”) and (ii) abandon any Remaining Property pursuant to Section 554 of the Bankruptcy Code. The Debtors further request that rejection of the Railcar Leases be authorized and approved as of the Petition Date (the “Effective Date”), which is the date by which the Debtors anticipate that they will no longer be using the railcars under the Railcar Leases.

96. The Debtors business operations have historically involved producing and transporting mine-to-wellhead high-quality, fine-grade frac sand for oil and gas well completion in Texas and Oklahoma. In connection with the transloading of sand from rail to truck and the transportation of sand from in-basin terminals to the wellhead, the Debtors have entered into various railcar leases, certain of which are no longer necessary for the Debtors’ ongoing business operations.

97. The Debtors have carefully reviewed the necessity of the railcar leases and the fees and expenses associated with the railcar leases. The Debtors, in their business judgment, believe that the cost and burden to the Debtors and their estates of maintaining the Railcar outweighs any benefits that the Debtors or their estates might receive. The Debtors do not have a need for the Railcar Leases going forward. The Railcar Leases are not necessary to the Debtors’ business and are a drain on the Debtors’ resources.

98. Attached to the First Omnibus Railcar Rejection Motion as Exhibit B is a schedule that contains details regarding the applicable railcar identification numbers, the owner of each railcar, notes regarding the status of the railcars, and the locations of the railcars.

99. As of the Effective Date, the Debtors are no longer using the railcars under the Railcar Leases. The Railcar Leases are no longer of value to the Debtors’ estates and rejection



effective as of the Effective Date will permit the Debtors to avoid paying unnecessary expenses, thereby minimizing the Debtors' administrative expense obligations.

100. The Debtors have also determined, in their reasonable business judgment, that the costs associated with the continued storage of certain inventory and personal property or other remaining assets, which may include frac sand, located or stored at or in connection with the surrendered railcars (collectively, the "Remaining Property") will exceed any projected proceeds that could be realized from the sale thereof, or may have low prospects for resale. Storage and removal costs associated with the Remaining Property would be burdensome to the estates and would not create value or benefit for the Debtors estates sufficient to exceed such costs.

101. I believe that the relief requested in the First Omnibus Railcar Rejection Motion is in the best interests of the Debtors' estates, creditors, and all other parties in interest. Accordingly, on behalf of the Debtors, I respectfully submit that the First Omnibus Railcar Rejection Motion should be approved.

#### **K. Motion to Seal**

102. Through the *Debtors' Emergency Motion for Entry of an Order Authorizing the Debtors to File Fee Letter Under Seal Pursuant to 11 U.S.C. § 107 and Fed. R. Bankr. P. 9018* (the "Motion to Seal"), the Debtors seek entry of an order authorizing the Debtors to file a letter agreement (the "Fee Letter") setting forth the fees that the Debtors seek to pay in connection with the relief sought in the DIP Motion under seal pursuant to sections 105(a) and 107(b) of the Bankruptcy Code, Bankruptcy Rule 9018, and Local Bankruptcy Rule 9077-1. The Fee Letter contains confidentiality provisions that require the Debtors to maintain the confidentiality of the Fee Letter.

103. The terms of the Fee Letter are the product of good faith, arms'-length negotiations,

and the Debtors have agreed to keep such terms confidential. Fees paid by a borrower in connection with financing would not, typically, be something that the DIP Agent, or any other similarly situated lender, agent, or arranger would disclose. The investment banking and lending industries are highly competitive, and it is of the utmost importance that the details of fee structures, such as that set forth in the Fee Letter, be kept confidential so that competitors cannot use the information to gain a strategic advance in the marketplace. Indeed, the DIP Agent has advised the Debtors that the Fee Letter contains certain obligations and commitments of the Debtors which are sensitive to the DIP Agent's business and could be harmful to the DIP Agent's business if made public. Moreover, the Fee Letter contains confidentiality provisions that require the Debtors to maintain the confidentiality of the Fee Letter.

104. Given the totality of the circumstances, however, including the Debtors' recognition of the importance of the Court's review of the Fee Letter and that a certain degree of transparency and public scrutiny is a necessary part of the bankruptcy process, and balancing these interests with the need to protect confidential and proprietary commercial information, the Debtors propose to file copies of the Fee Letter with the Court under seal, in compliance with the Local Bankruptcy Rules. Further, the Debtors will provide copies of the Fee Letter to the Office of the United States Trustee and the advisors to any statutory committees appointed in these Chapter 11 Cases.

105. I believe that the relief requested in the Motion to Seal is in the best interests of the Debtors' estates, creditors, and all other parties in interest. Accordingly, on behalf of the Debtors, I respectfully submit that the Motion to Seal should be approved.

Pursuant to 28 U.S.C. § 1746, I declare under penalty of perjury that the foregoing Declaration is true and correct.

Dated: June 10, 2020

By: /s/ Gary Barton

Name: Gary Barton

Title: Chief Restructuring Officer

**Exhibit 2**

**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., <sup>1</sup>	§	Case No. 20-42002-ELM-11
	§	
Debtors.	§	Jointly Administered

**ORDER GRANTING DEBTORS' SEVENTH OMNIBUS MOTION TO  
REJECT CERTAIN EXECUTORY CONTRACTS AND UNEXPIRED  
LEASES PURSUANT TO BANKRUPTCY CODE § 365 AND  
BANKRUPTCY RULE 6006 AS OF THE PETITION DATE**

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<sup>1</sup> 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.

On this date the Court considered the *Debtors' Seventh Omnibus Motion to Reject Certain Executory Contracts and Unexpired Leases Pursuant to Section 365 of the Bankruptcy Code and Bankruptcy Rule 6006 as of the Petition Date* (the "Motion"),<sup>2</sup> of Vista Proppants and Logistics, LLC, *et al.* (collectively, the "Debtors"). The Court finds that: (i) it has jurisdiction over the matters raised in the Motion pursuant to 28 U.S.C. §§ 157 and 1334; (ii) this is a core proceeding pursuant to 28 U.S.C. § 157(b)(2); (iii) the relief requested in the Motion is in the best interests of the Debtors, their estates, and their creditors; (iv) proper and adequate notice of the Motion has been given and no other or further notice is necessary; and (v) upon the record herein after due deliberation thereon, good and sufficient cause exists for the granting of the relief as set forth herein.

Therefore,

IT IS HEREBY ORDERED THAT:

1. The Motion is GRANTED to the extent provided herein.
2. Pursuant to Bankruptcy Code Section 365 and Bankruptcy Rule 6006, the Contracts included on Exhibit 1 attached hereto are hereby rejected effective as of the Petition Date without further order of the Court and without the need for further action by the Debtors or any other party.
3. The terms and conditions of this Order shall be immediately effective and enforceable upon its entry.
4. This Court shall retain jurisdiction to hear and determine all matters arising from or related to the implementation, interpretation, or enforcement of this Order.

### END OF ORDER ###

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

**Submitted by:**

Stephen M. Pezanosky  
State Bar No. 15881850  
Matthew T. Ferris  
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**ATTORNEYS FOR DEBTORS**

**Exhibit 1****List of Executory Contracts and Unexpired Leases**

#	Counterparty Name	Counterparty Address	Debtor Counterparty	Contract Description	Contract Start Date
1	Bill Singmaster	701 Sunset Acres St Granbury, TX 76048	Lonestar Prospects, Ltd.	Employment Agreement	8/1/2018
2	Blake J.W. DeNoyer	3549 Monroe Highway Granbury, TX 76049	Lonestar Prospects, Ltd.	Employment Agreement	8/1/2018
10	James Hardie Building Products Inc.	231 S. Lasalle St. Suite 2000 Att: John Ashworth, Director Of Purchasing Chicago, IL 60606	Vista Sand, Ltd.	Supply Agreement	7/1/2012
11	James Hardie Building Products Inc.	231 S. Lasalle St. Suite 2000 Att: John Ashworth, Director Of Purchasing Chicago, IL 60606	Vista Sand, Ltd.	Supply Agreement	2/26/2013
12	James Hardie Building Products Inc.	231 S. Lasalle St. Suite 2000 Att: John Ashworth, Director Of Purchasing Chicago, IL 60606	Vista Sand, Ltd.	Supply Agreement	4/1/2016
13	James Hardie Building Products Inc.	231 S. Lasalle St. Suite 2000 Att: John Ashworth, Director Of Purchasing Chicago, IL 60606	Vista Sand, Ltd.	Supply Agreement	7/1/2019
14	Kristin Smith	6463 Woodstock Road Fort Worth, TX 76116	Vista Proppants and Logistics, LLC	Employment Agreement	1/1/2018
16	Mike H. Fleet Jr.	6406 Inverness Rd Granbury, TX 76049	Vista Proppants and Logistics, LLC	Employment Agreement	1/1/2018



**Exhibit 3**

**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., <sup>1</sup>	§	Case No. 20-42002-ELM-11
	§	
Debtors.	§	Jointly Administered

**ORDER GRANTING DEBTORS' EIGHTH OMNIBUS MOTION TO  
REJECT CERTAIN EXECUTORY CONTRACTS AND UNEXPIRED  
LEASES PURSUANT TO BANKRUPTCY CODE § 365 AND  
BANKRUPTCY RULE 6006 AS OF THE PETITION DATE**

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<sup>1</sup> 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.

On this date the Court considered the *Debtors' Eighth Omnibus Motion to Reject Certain Executory Contracts and Unexpired Leases Pursuant to Section 365 of the Bankruptcy Code and Bankruptcy Rule 6006 as of the Petition Date* (the "Motion"),<sup>2</sup> of Vista Proppants and Logistics, LLC, *et al.* (collectively, the "Debtors"). The Court finds that: (i) it has jurisdiction over the matters raised in the Motion pursuant to 28 U.S.C. §§ 157 and 1334; (ii) this is a core proceeding pursuant to 28 U.S.C. § 157(b)(2); (iii) the relief requested in the Motion is in the best interests of the Debtors, their estates, and their creditors; (iv) proper and adequate notice of the Motion has been given and no other or further notice is necessary; and (v) upon the record herein after due deliberation thereon, good and sufficient cause exists for the granting of the relief as set forth herein.

Therefore,

IT IS HEREBY ORDERED THAT:

1. The Motion is GRANTED to the extent provided herein.
2. Pursuant to Bankruptcy Code Section 365 and Bankruptcy Rule 6006, the Contracts between GHMR Operations, LLC ("GHMR") and MAALT, LP listed on Exhibit 1 (the "Rejected Contract") attached hereto is hereby rejected effective as of the Petition Date without further order of the Court and without the need for further action by the Debtors or any other party.
3. Any property of the Debtors remaining on the premises (the "Premises") covered by the Rejected Contract, shall be deemed abandoned by Debtors, unless otherwise agreed by the Debtors and GHMR. Notwithstanding the foregoing, to the extent that the property abandoned by

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

the Debtors is collateral to any secured creditors, such valid liens shall remain enforceable and all rights are reserved pending further order of the Court.

4. Nothing in this Order shall modify or prejudice the rights of GHMR with respect to any claim, including administrative expense claims, for damages arising from the rejection of the Rejected Contract and Debtors' obligations under the Rejected Contract, subject to any and all defenses, counterclaims and other objections of the Debtors.

5. Any claims by GHMR based on the rejection of the Rejected Contract shall be filed on or before the date thirty (30) days after the entry of this Order.

6. The terms and conditions of this Order shall be immediately effective and enforceable upon its entry.

### END OF ORDER ###

**Submitted by:**

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Matthew T. Ferris  
State Bar No. 24045870  
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**ATTORNEYS FOR DEBTORS**

**Exhibit 1**

**List of Executory Contracts and Unexpired Leases**

Counterparty Name	Counterparty Address	Debtor Counterparty	Contract Description	Contract Effective Date
GHMR Operations, LLC	4413 Carey St Fort Worth, TX 76119-4219	Maalt, LP	Lease Agreement [Transloading & Storage Facility] Dilley, Texas	5/1/2016

**Exhibit 4**



**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., <sup>1</sup>	§	Case No. 20-42002-ELM-11
	§	
Debtors.	§	Jointly Administered

**ORDER GRANTING DEBTORS' NINTH OMNIBUS MOTION TO  
REJECT CERTAIN EXECUTORY CONTRACTS AND UNEXPIRED  
LEASES PURSUANT TO BANKRUPTCY CODE § 365 AND  
BANKRUPTCY RULE 6006 AS OF THE PETITION DATE**

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<sup>1</sup> 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.

On this date the Court considered the *Debtors' Ninth Omnibus Motion to Reject Certain Executory Contracts and Unexpired Leases Pursuant to Section 365 of the Bankruptcy Code and Bankruptcy Rule 6006 as of the Petition Date* (the "Motion"),<sup>2</sup> of Vista Proppants and Logistics, LLC, *et al.* (collectively, the "Debtors"). The Court finds that: (i) it has jurisdiction over the matters raised in the Motion pursuant to 28 U.S.C. §§ 157 and 1334; (ii) this is a core proceeding pursuant to 28 U.S.C. § 157(b)(2); (iii) the relief requested in the Motion is in the best interests of the Debtors, their estates, and their creditors; (iv) proper and adequate notice of the Motion has been given and no other or further notice is necessary; and (v) upon the record herein after due deliberation thereon, good and sufficient cause exists for the granting of the relief as set forth herein.

Therefore,

IT IS HEREBY ORDERED THAT:

1. The Motion is GRANTED to the extent provided herein.
2. Pursuant to Bankruptcy Code Section 365 and Bankruptcy Rule 6006, the Contracts included on Exhibit 1 attached hereto are hereby rejected as of the Petition Date without further order of the Court and without the need for further action by the Debtors or any other party.
3. The terms and conditions of this Order shall be immediately effective and enforceable upon its entry.

### END OF ORDER ###

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

**Submitted by:**

Stephen M. Pezanosky  
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**ATTORNEYS FOR DEBTORS**

**Exhibit 1**

**List of Executory Contracts and Unexpired Leases**

#	Counterparty Name	Counterparty Address	Debtor Counterparty	Contract Description	Contract Start Date
5	Fort Worth & Western Railroad Co.	6300 Ridgelea Place Fort Worth, TX 76116	Lonestar Prospects, Ltd.	Lease Agreement	7/21/2017
6	Fort Worth & Western Railroad Co.	6300 Ridgelea Place Fort Worth, TX 76116	Lonestar Prospects, Ltd.	Lease Agreement	2/15/2011
7	Fort Worth & Western Railroad Co.	6300 Ridgelea Place Fort Worth, TX 76116	Lonestar Prospects, Ltd.	Lease Agreement	1/1/2015
8	Fort Worth & Western Railroad Co.	6300 Ridgelea Place Fort Worth, TX 76116	Maalt, LP	Service Agreement	5/20/2015
9	Fort Worth & Western Railroad Co.	6300 Ridgelea Place Fort Worth, TX 76116	Lonestar Prospects, Ltd.	Lease Agreement	9/1/2017
10	Fort Worth & Western Railroad Co.	6300 Ridgelea Place Fort Worth, TX 76116	Lonestar Prospects, Ltd.	Lease Agreement	11/26/2012
11	Fort Worth & Western Railroad Co.	6300 Ridgelea Place Fort Worth, TX 76116	Lonestar Prospects, Ltd.	Lease Agreement	9/1/2017
12	Fort Worth & Western Railroad Co.	6300 Ridgelea Place Fort Worth, TX 76116	Lonestar Prospects, Ltd.	Rail Service Agreement	9/1/2017
13	Fort Worth & Western Railroad Co.	6300 Ridgelea Place Fort Worth, TX 76116	Lonestar Prospects, Ltd.	Rail Service Quote	1/1/2018
14	Fort Worth & Western Railroad Co.	6300 Ridgelea Place Fort Worth, TX 76116	Lonestar Prospects, Ltd.	Rail Service Quote	1/1/2019
15	Fort Worth & Western Railroad Co.	6300 Ridgelea Place Fort Worth, TX 76116	Lonestar Prospects, Ltd.	Unit Train Incentive	7/1/2017
16	Fort Worth & Western Railroad Co.	6300 Ridgelea Place Fort Worth, TX 76116	Lonestar Prospects, Ltd.	Railroad Services Agreement	11/26/2012
19	Fort Worth & Western Railroad Co.	6300 Ridgelea Place Fort Worth, TX 76116	Maalt, LP	Lease Agreement	5/10/2015
20	Fort Worth & Western Railroad Co.	6300 Ridgelea Place Fort Worth, TX 76116	Maalt, LP	Railroad Agreement	3/23/2018

#	Counterparty Name	Counterparty Address	Debtor Counterparty	Contract Description	Contract Start Date
21	Fort Worth & Western Railroad Co.	6300 Ridgelea Place Fort Worth, TX 76116	Maalt, LP	Railroad Agreement	1/19/2015
22	Fort Worth & Western Railroad Co.	6300 Ridgelea Place Fort Worth, TX 76116	Lonestar Prospects, Ltd.	Railroad Agreement	5/22/2015
23	Fort Worth & Western Railroad Co.	6300 Ridgelea Place Fort Worth, TX 76116	Lonestar Prospects, Ltd.	Lease / Track Use Agreement	10/1/2015

**Exhibit 5**

**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> , <sup>1</sup>	§	Case No. 20-42002-elm11
	§	
Debtors.	§	(Jointly Administered)

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**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**

---

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**COUNSEL FOR THE DEBTORS  
AND DEBTORS-IN-POSSESSION**

Dated: August 18, 2020

---

<sup>1</sup> 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.





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## EXHIBITS TO THE DISCLOSURE STATEMENT

Chapter 11 Plan.....	Exhibit 1
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## ARTICLE I. INTRODUCTION

The Debtors<sup>2</sup> hereby submit this Disclosure Statement for use in the solicitation of votes on the *Second Amended Joint Plan of Reorganization of Vista Proppants and Logistics, LLC, et al., Pursuant to Chapter 11 of the Bankruptcy Code (i.e., the Plan)*.<sup>3</sup> The Plan is annexed as **Exhibit 1** to this Disclosure Statement.

This Disclosure Statement sets forth certain relevant information regarding the Debtors' prepetition operations and financial history, the need to seek chapter 11 protection, significant events that have occurred during the Chapter 11 Cases, and the resultant analysis of the expected return to the Debtors' Creditors. This Disclosure Statement also describes terms and provisions of the Plan, including certain alternatives to the Plan, certain effects of confirmation of the Plan, certain risk factors associated with the Plan, and the manner in which distributions will be made under the Plan. Additionally, this Disclosure Statement discusses the confirmation process and the voting procedures that holders of Claims and Interests must follow for their votes to be counted.

All descriptions of the Plan set forth in this Disclosure Statement are for summary purposes only. To the extent of any inconsistency between this Disclosure Statement and the Plan, the Plan shall control. You are encouraged to review the Plan in full.

**YOU ARE BEING SENT THIS DISCLOSURE STATEMENT BECAUSE YOU ARE A CREDITOR OR OTHER PARTY IN INTEREST OF THE DEBTORS. THIS DOCUMENT DESCRIBES A CHAPTER 11 PLAN WHICH, WHEN CONFIRMED BY THE BANKRUPTCY COURT, WILL GOVERN HOW YOUR CLAIM OR INTEREST WILL BE TREATED. THE DEBTORS URGE YOU TO REVIEW THE DISCLOSURE STATEMENT AND THE PLAN CAREFULLY. THE DEBTORS BELIEVE THAT ALL CREDITORS SHOULD VOTE IN FAVOR OF THE PLAN.**

### **A. Summary of Plan**

The Plan provides for the resolution of Claims against and Interests in the Debtors and implements a distribution scheme pursuant to the Bankruptcy Code. Distributions under the Plan shall be funded with: (1) Cash on hand; (2) the ABL Priority Collateral; (3) the MAALT Priority Collateral; (4) the issuance and distribution of the New Equity Interests; (5) the Exit Facility; (6) the GUC Cash Pool (if any); and (7) interests in the Litigation Trust, as applicable.

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<sup>2</sup>Except as otherwise provided in this Disclosure Statement, capitalized terms herein have the meaning ascribed to them in the Plan. Any capitalized term used herein that is not defined in the Plan shall have the meaning ascribed to that term in the Bankruptcy Code or Bankruptcy Rules, whichever is applicable.

<sup>3</sup> The information contained in this Disclosure Statement was prepared by Gary Barton, the Debtors' Chief Restructuring Officer, with assistance from Alvarez & Marsal North America, LLC, Kristin Whitley-Smith, the Debtors' Chief Financial Officer, the Debtors' current management team, employees of the Debtors, and Haynes and Boone, LLP, the Debtors' attorneys. The information contained in the Disclosure Statement was not prepared, reviewed, or approved by any officers or managers of the Debtors except for the Chief Restructuring Officer, Chief Financial Officer, and the Debtors' independent manager, Steve Straty.

Under the Plan, Claims and Interests are classified and each class has its own treatment. The table below describes each class of Claims and Interests, which holders of Claims and Interests belong in each class, the treatment of each class of Claims or Interests, and the expected recovery of each holder of Claims or Interests in the respective class.<sup>4</sup>

### Summary of Plan Treatment

<u>Class Description</u>	<u>Treatment</u>
Class 1 - Other Secured Claims	<p>On the Effective Date or as soon as reasonably practicable thereafter, in full and final satisfaction, compromise, settlement, release, and discharge of and in exchange for each Other Secured Claim, each holder of an Allowed Other Secured Claim Shall receive, at the option of the applicable Debtor, with the prior written consent of the Required Consenting Lenders, the following: (i) payment in full in Cash of its Allowed Class 1 Claim; (ii) the collateral securing its Allowed Class 1 Claim; (iii) reinstatement of its Allowed Class I Claim; or (iv) such other treatment rendering its Allowed Class 1 Claim Unimpaired in accordance with section 1124 of the Bankruptcy Code.</p> <p><b>Estimated total Allowed Class 1 Claims: \$8,894,000<sup>5</sup></b></p> <p><b>Projected recovery: 100%</b></p>
Class 2 – Other Priority Claims	<p>Each holder of an Allowed Other Priority Claim shall receive Cash in an amount equal to the full amount of such Allowed Class 2 Claim on the later of (i) the Effective Date, or (ii) the date due in the ordinary course of business in accordance with the terms and conditions of the particular transaction, contract, or other agreement giving rise to such Allowed Class 2 Claim.</p> <p><b>Estimated total Allowed Class 2 Claims: \$0.00</b></p> <p><b>Projected recovery: 100%</b></p>

<sup>4</sup> The estimated totals contained in the Summary of Plan Treatment are based upon the Debtors' Schedules of Assets and Liabilities, unless otherwise provided.

<sup>5</sup> Includes scheduled Other Secured Claims against Lonestar Ltd. of approximately \$5,684,593 and scheduled Other Secured Claims against MAALT in the amount of approximately \$4,000, plus approximately \$3,000,407 in Other Secured Claims against Lonestar Ltd. related to Hogg Ranch reclamation secured by a certificate of deposit, and approximately \$205,000 in Other Secured Claims against Bulk related to workers' compensation secured by a certificate of deposit.



<u>Class Description</u>	<u>Treatment</u>
Class 3 – Term Loan Secured Claims	<p>On the Effective Date, in full and final satisfaction, compromise, settlement, release, and discharge of and in exchange for each Allowed Term Loan Secured Claim, each holder of an Allowed Term Loan Secured Claim shall receive the following: (i) its Pro Rata share of 100% of the New Parent Units in the New Parent Company, which New Parent Company shall receive 100% of the equity interests of VPROP (which shall continue to hold the equity interests of its direct and indirect subsidiaries); (ii) its Pro Rata share of Tranche C Exit Facility Notes equal to \$50,000,000; and (iii) the right to participate in Tranche A of the Exit Facility up to its Pro Rata share of \$30,000,000 of new money in exchange for an equal amount of Tranche A Exit Facility Notes.</p> <p><b>Estimated total Allowed Class 3 Claims:</b> On the Effective Date, the Term Loan Secured Claims shall be Allowed in the amount of \$369,300,998.02 <i>minus</i> the amount of the Term Loan Deficiency Claim <i>plus</i> (i) accrued but unpaid interest, including default interest, under the Term Loan Documents as of the Petition Date, and (ii) unpaid reasonable and documented fees, expenses, costs, and other charges incurred or accrued by the Term Loan Agent in connection with any and all aspects of the Chapter 11 Cases as of the Effective Date, subject to the provisions of the DIP Financing Order and this Plan.</p> <p><b>Projected recovery: 100%</b></p>
Class 4 – PlainsCapital ABL Secured Claims	<p>On the Effective Date or as soon as reasonably practicable thereafter, in full and final satisfaction, compromise, settlement, release, and discharge of and in exchange for each Allowed PlainsCapital ABL Secured Claim, each holder of an Allowed PlainsCapital ABL Secured Claim shall receive the ABL Priority Collateral securing such Allowed PlainsCapital ABL Secured Claims.</p> <p><b>Estimated total Allowed Class 4 Claims:</b> On the Effective Date, the PlainsCapital ABL Secured Claims shall be Allowed in the aggregate amount equal to the value of ABL Priority Collateral securing such PlainsCapital ABL Secured Claims.</p> <p><b>Projected recovery: 100%</b></p>
Class 5 – MAALT Secured Claims	<p>On the Effective Date or as soon as reasonably practicable thereafter, in full and final satisfaction, compromise, settlement, release, and discharge of and in exchange for each MAALT Secured Claim, each holder of an Allowed MAALT Secured Claim shall receive, at the option of applicable Debtor, with the prior written consent of the Required Consenting Lenders, the following: (i) the collateral securing its Allowed MAALT Secured Claim; (ii) Reinstatement of its Allowed MAALT Secured Claim; or (iii) such other treatment rendering its Allowed MAALT</p>

<u><b>Class Description</b></u>	<u><b>Treatment</b></u>
	<p>Secured Claim Unimpaired in accordance with section 1124 of the Bankruptcy Code.</p> <p><b>Estimated total Allowed Class 5 Claims:</b> On the Effective Date, the MAALT Secured Claims shall be Allowed in the aggregate amount equal to the value of the collateral securing such MAALT Secured Claims.</p> <p><b>Projected recovery: 100%</b></p>
Class 6 - General Unsecured Claims If Class 6 Accepts	<p><b>If and only if Class 6 votes to accept the Plan, the following Treatment:</b></p> <p>On the Effective Date or as soon as reasonably practicable thereafter, in full and final satisfaction, compromise, settlement, release, and discharge of and in exchange for each Allowed General Unsecured Claim, each holder of an Allowed General Unsecured Claim shall receive its Pro Rata share of the Litigation Trust Interests, and the Litigation Trust shall be funded by a GUC Cash Pool in the amount of \$500,000. The GUC Cash Pool shall be utilized or distributed at the discretion of the Litigation Trustee, subject to the terms of the Litigation Trust.</p> <p>Further, if the holders of Class 6 Claims vote to accept this Plan, solely for purposes of calculating distributions from the Litigation Trust, the holders of Allowed Term Loan Deficiency Claims shall limit their distributions from the Litigation Trust to the amount they would receive if their Allowed Term Loan Deficiency Claims were equal to the total value of all other Allowed General Unsecured Claims; provided, however, that such limitation shall no longer apply after all Allowed General Unsecured Claims, other than Allowed Term Loan Deficiency Claims, have been paid in full, after which time payments shall continue to be made on account of the Allowed Term Loan Deficiency Claims until such Claims have also been paid in full.</p> <p>As set forth in Article VIII.C of the Plan, in the event that Class 6 accepts the Plan or the Standing Motion is denied, then the Standing Motion Claims against the Term Loan Secured Parties shall be released by the Debtors, the Reorganized Debtors, and their Estates. The Term Loan Secured Parties intend to vote the entirety of their Class 6 Term Loan Deficiency Claims in favor of the Plan.</p> <p><b>Estimated total Allowed Class 6 Claims:</b> The Term Loan Agent has asserted that the aggregate amount of the Term Loan Deficiency Claim is approximately \$225,000,000. The rights of parties in interest to contest the allowed amount of the Term Loan Deficiency Claim are reserved. The Debtors will put on valuation evidence at the Confirmation Hearing to support the valuation of the Term Loan Secured Claim and the Term Loan Deficiency Claim.</p> <p>If Class 6 votes to accept the plan, the estimated total amount of Allowed Class 6 Claims for distribution purposes is approximately <b>\$171,624,000</b>, comprised of (i) estimated trade Claims in the aggregate amount of approximately \$40,850,000, (ii) estimated rejection damage Claims in the aggregate amount of approximately \$44,962,000, and (iii) the reduced Term Loan Deficiency Claim in the aggregate estimated amount of approximately \$85,812,000 for distribution purposes (until all Allowed General Unsecured Claims</p>

<u><b>Class Description</b></u>	<u><b>Treatment</b></u>
	<p>have been paid in full).</p> <p><b>Projected recovery: \$500,000</b> for the GUC Cash Pool, plus potential recoveries from Litigation Trust Causes of Action ranging from <b>0% - 100%</b> for Allowed General Unsecured Claims, including the reduced Term Loan Deficiency Claim of approximately \$85,812,000. The potential recoveries from Litigation Trust Assets are uncertain, and it is not possible for the Debtors to ascribe a meaningful valuation to Litigation Trust Causes of Action.</p>
Class 6 - General Unsecured Claims If Class 6 Rejects	<p><b>If and only if Class 6 votes to reject the Plan, the following Treatment:</b></p> <p>On the Effective Date or as soon as reasonably practicable thereafter, in full and final satisfaction, compromise, settlement, release, and discharge of and in exchange for each Allowed General Unsecured Claim (including Allowed Term Loan Deficiency Claims), each holder of an Allowed General Unsecured Claim shall receive its Pro Rata share of the Litigation Trust Interests, and the Litigation Trust shall receive no funding for the GUC Cash Pool. The holders of Allowed Term Loan Deficiency Claims shall not be required to waive any portion of their Allowed Term Loan Deficiency Claims if the holders of Class 6 Claims vote to reject the Plan.</p> <p>As set forth in Article VIII.C of the Plan, in the event that Class 6 rejects the Plan and the Standing Motion is granted, then the Standing Motion Claims against the Term Loan Secured Parties shall be included in the Litigation Trust Causes of Action and shall not be released by the Debtors, the Reorganized Debtors, and their Estates.</p> <p><b>Estimated total Allowed Class 6 Claims:</b> The estimated total amount of Allowed Class 6 Claims if Class 6 rejects the Plan is approximately <b>\$310,811,000</b>, comprised of (i) estimated trade Claims in the aggregate amount of approximately \$40,850,000, (ii) estimated rejection damage Claims in the aggregate amount of approximately \$44,962,000, and (iii) Allowed Term Loan Deficiency Claims in the aggregate estimated amount of \$225,000,000.</p> <p><b>Projected recovery: \$0.00</b> for the GUC Cash Pool plus potential recoveries from Litigation Trust Causes of Action ranging from <b>0% - 100%</b> for Allowed General Unsecured Claims, including the full Term Loan Deficiency Claim of approximately \$225,000,000. The potential recoveries from Litigation Trust Assets are uncertain, and it is not possible for the Debtors to ascribe a meaningful valuation to Litigation Trust Causes of Action.</p>
Class 7 - Intercompany Claims	<p>On the Effective Date, Class 7 Claims shall be, at the option of the Debtors, with the consent of the Required Consenting Lenders, either (i) Reinstated, or (ii) cancelled, released, and extinguished without any distribution.</p> <p><b>Estimated total Allowed Class 7 Claims:</b> Approximately \$263,956,000.</p>

<u><b>Class Description</b></u>	<u><b>Treatment</b></u>
Class 8 – Interests in Debtors other than Vista HoldCo	On the Effective Date, all existing Interests in each of the Debtors, other than Interests in Vista HoldCo, shall be, at the option of the applicable Debtor, with the consent of the Required Consenting Lenders, either (i) Reinstated, or (ii) cancelled, released, and extinguished without any distribution, and will be of no further force or effect.
Class 9 – Interests in Vista HoldCo	All Interests in Vista HoldCo shall be canceled, released, and extinguished as of the Effective Date and will be of no further force or effect. Holders of an Interest in Vista HoldCo will not receive any distribution on account of such Interest.

### **B. Filing of the Debtors' Chapter 11 Cases**

On June 9, 2020 (*i.e.*, the Petition Date), the Debtors Filed voluntary petitions for relief under chapter 11 of the Bankruptcy Code in the United States Bankruptcy Court for the Northern District of Texas, Fort Worth Division. The Debtors Filed the Chapter 11 Cases to preserve the value of their estates and to restructure their financial affairs. To such end, the Debtors have continued to manage their properties and are operating and managing their businesses as debtors in possession in accordance with sections 1107 and 1108 of the Bankruptcy Code. No trustee or examiner has been appointed in the Chapter 11 Cases.

### **C. Purpose of Disclosure Statement**

Section 1125 of the Bankruptcy Code requires the Debtors to prepare and obtain court approval of the Disclosure Statement as a prerequisite to soliciting votes on the Plan. The purpose of the Disclosure Statement is to provide information to holders of Claims and Interests that will assist them in deciding how to vote on the Plan.

Approval of this Disclosure Statement does not constitute a judgment by the Bankruptcy Court as to the desirability of the Plan or as to the value or suitability of any consideration offered thereunder. The Bankruptcy Court's approval does indicate, however, that the Bankruptcy Court has determined that the Disclosure Statement contains adequate information to permit a Creditor to make an informed judgment regarding acceptance or rejection of the Plan.

### **D. Hearing on Approval of the Disclosure Statement**

The Bankruptcy Court has set August 17, 2020, at 1:30 p.m. (prevailing Central Time) as the time and date for the hearing (the "Disclosure Statement Hearing") to consider approval of this Disclosure Statement. At the Disclosure Statement Hearing, the Bankruptcy Court approved the Disclosure Statement and procedures regarding solicitation of the Plan.

### **E. Hearing on Confirmation of the Plan**

The Bankruptcy Court has set September 24, 2020, at 1:30 p.m. Central Time as the date and time for a hearing (the "Confirmation Hearing") to determine whether the Plan has been accepted by the requisite number of holders of Claims, and whether the other standards for

confirmation of the Plan have been satisfied. Once commenced, the Confirmation Hearing may be adjourned or continued by announcement in open court with no further notice.

**F. Disclaimers**

THIS DISCLOSURE STATEMENT IS PROVIDED FOR USE SOLELY BY HOLDERS OF CLAIMS AND INTERESTS AND THEIR ADVISERS IN CONNECTION WITH THEIR DETERMINATION TO ACCEPT OR REJECT THE PLAN. NOTHING IN THIS DISCLOSURE STATEMENT MAY BE RELIED UPON OR USED BY ANY OTHER ENTITY FOR ANY OTHER PURPOSE.

THIS DISCLOSURE STATEMENT CONTAINS IMPORTANT INFORMATION THAT MAY BEAR ON YOUR DECISION REGARDING ACCEPTING THE PLAN. PLEASE READ THIS DOCUMENT WITH CARE.

FACTUAL INFORMATION CONTAINED IN THIS DISCLOSURE STATEMENT IS THE REPRESENTATION OF THE DEBTORS ONLY AND NOT OF THEIR ATTORNEYS, ACCOUNTANTS OR OTHER PROFESSIONALS. FINANCIAL INFORMATION CONTAINED IN THIS DISCLOSURE STATEMENT HAS NOT BEEN SUBJECTED TO AN AUDIT BY AN INDEPENDENT CERTIFIED PUBLIC ACCOUNTANT. THE FINANCIAL PROJECTIONS AND OTHER FINANCIAL INFORMATION, WHILE PRESENTED WITH NUMERICAL SPECIFICITY, NECESSARILY WERE BASED ON A VARIETY OF ESTIMATES AND ASSUMPTIONS THAT ARE INHERENTLY UNCERTAIN AND MAY BE BEYOND THE CONTROL OF THE DEBTORS' MANAGEMENT.

THE DEBTORS ARE NOT ABLE TO CONFIRM THAT THE INFORMATION CONTAINED IN THIS DISCLOSURE STATEMENT DOES NOT INCLUDE ANY INACCURACIES. HOWEVER, THE DEBTORS HAVE MADE THEIR BEST EFFORT TO PROVIDE ACCURATE INFORMATION AND ARE NOT AWARE OF ANY INACCURACY IN THIS DISCLOSURE STATEMENT.

THE INFORMATION CONTAINED IN THIS DISCLOSURE STATEMENT HAS NOT BEEN INDEPENDENTLY INVESTIGATED BY THE BANKRUPTCY COURT AND HAS NOT YET BEEN APPROVED BY THE BANKRUPTCY COURT. IN THE EVENT THIS DISCLOSURE STATEMENT IS APPROVED, SUCH APPROVAL DOES NOT CONSTITUTE A DETERMINATION BY THE BANKRUPTCY COURT OF THE FAIRNESS OR MERITS OF THE PLAN OR OF THE ACCURACY OR COMPLETENESS OF THE INFORMATION CONTAINED IN THIS DISCLOSURE STATEMENT.

THE ONLY REPRESENTATIONS THAT ARE AUTHORIZED BY THE DEBTORS CONCERNING THE DEBTORS, THE VALUE OF THEIR ASSETS, THE EXTENT OF THEIR LIABILITIES, OR ANY OTHER FACTS MATERIAL TO THE PLAN ARE THE REPRESENTATIONS MADE IN THIS DISCLOSURE STATEMENT. REPRESENTATIONS CONCERNING THE PLAN OR THE DEBTORS OTHER THAN AS SET FORTH IN THIS DISCLOSURE STATEMENT ARE NOT AUTHORIZED BY THE DEBTORS.

HOLDERS OF CLAIMS AND INTERESTS SHOULD NOT CONSTRUE THE CONTENTS OF THIS DISCLOSURE STATEMENT AS PROVIDING ANY LEGAL,

BUSINESS, FINANCIAL, OR TAX ADVICE AND ALL SUCH HOLDERS OF CLAIMS AND INTERESTS SHOULD CONSULT WITH THEIR OWN ADVISERS.

THE DEBTORS HAVE NO ARRANGEMENT OR UNDERSTANDING WITH ANY BROKER, SALESMAN, OR OTHER PERSON TO SOLICIT VOTES FOR THE PLAN. NO PERSON HAS BEEN AUTHORIZED TO GIVE ANY INFORMATION OR TO MAKE ANY REPRESENTATIONS IN CONNECTION WITH THE PLAN OTHER THAN THOSE CONTAINED IN THIS DISCLOSURE STATEMENT AND, IF GIVEN OR MADE, SUCH OTHER INFORMATION OR REPRESENTATIONS SHOULD NOT BE RELIED UPON AS HAVING BEEN AUTHORIZED BY THE DEBTORS. THE DELIVERY OF THIS DISCLOSURE STATEMENT SHALL NOT UNDER ANY CIRCUMSTANCES CREATE ANY IMPLICATION THAT THE INFORMATION CONTAINED HEREIN IS CORRECT AS OF ANY TIME AFTER THE DATE HEREOF OR THAT THERE HAS BEEN NO CHANGE IN THE INFORMATION SET FORTH HEREIN OR IN THE AFFAIRS OF THE DEBTORS SINCE THE DATE HEREOF. ANY ESTIMATES OF CLAIMS AND INTERESTS SET FORTH IN THIS DISCLOSURE STATEMENT MAY VARY FROM THE FINAL AMOUNTS OF CLAIMS OR INTERESTS ALLOWED BY THE BANKRUPTCY COURT. SIMILARLY, THE ANALYSIS OF ASSETS AND THE AMOUNT ULTIMATELY REALIZED FROM THEM MAY DIFFER MATERIALLY.

THE DESCRIPTION OF THE PLAN CONTAINED HEREIN IS INTENDED TO BRIEFLY SUMMARIZE THE MATERIAL PROVISIONS OF THE PLAN AND IS SUBJECT TO AND QUALIFIED IN ITS ENTIRETY BY REFERENCE TO THE PROVISIONS OF THE PLAN.

THE DEBTORS ARE MAKING THE STATEMENTS AND PROVIDING THE FINANCIAL INFORMATION CONTAINED IN THIS DISCLOSURE STATEMENT AS OF THE DATE HEREOF, UNLESS OTHERWISE SPECIFICALLY NOTED. ALTHOUGH THE DEBTORS MAY SUBSEQUENTLY UPDATE THE INFORMATION IN THIS DISCLOSURE STATEMENT, THE DEBTORS HAVE NO AFFIRMATIVE DUTY TO DO SO, AND EXPRESSLY DISCLAIM ANY DUTY TO PUBLICLY UPDATE ANY FORWARD LOOKING STATEMENTS, WHETHER AS A RESULT OF NEW INFORMATION, FUTURE EVENTS, OR OTHERWISE. HOLDERS OF CLAIMS OR INTERESTS REVIEWING THIS DISCLOSURE STATEMENT SHOULD NOT INFER THAT, AT THE TIME OF THEIR REVIEW, THE FACTS SET FORTH HEREIN HAVE NOT CHANGED SINCE THIS DISCLOSURE STATEMENT WAS FILED. INFORMATION CONTAINED HEREIN IS SUBJECT TO COMPLETION, MODIFICATION, OR AMENDMENT. THE DEBTORS RESERVE THE RIGHT TO FILE AN AMENDED OR MODIFIED PLAN AND RELATED DISCLOSURE STATEMENT FROM TIME TO TIME, SUBJECT TO THE TERMS OF THE PLAN.

## **ARTICLE II. EXPLANATION OF CHAPTER 11**

### **A. Overview of Chapter 11**

Chapter 11 is the principal reorganization chapter of the Bankruptcy Code. Under chapter 11, a debtor in possession may seek to reorganize its business or to sell the business for the benefit of the debtor's Creditors and other interested parties.

The commencement of a chapter 11 case creates an estate comprising all of the debtor's legal and equitable interests in property as of the date the petition is filed. Unless the bankruptcy court orders the appointment of a trustee, a chapter 11 debtor may continue to manage and control the assets of its estate as a "debtor in possession," as the Debtors have done in the Chapter 11 Cases since the Petition Date.

Formulation of a chapter 11 plan is the principal purpose of a chapter 11 case. Such plan sets forth the means for satisfying the Claims of Creditors against, and interests of equity security holders in, the debtor.

### **B. Chapter 11 Plan**

After a plan has been filed, the holders of claims against, or equity interests in, a debtor are permitted to vote on whether to accept or reject the plan. Chapter 11 does not require that each holder of a claim against, or equity interest in, a debtor vote in favor of a plan in order for the plan to be confirmed. At a minimum, however, a plan must be accepted by a majority in number and two-thirds in dollar amount of those claims actually voting from at least one class of claims impaired under the plan. The Bankruptcy Code also defines acceptance of a plan by a class of equity interests as acceptance by holders of two-thirds of the number of shares actually voted.

Classes of claims or equity interests that are not "impaired" under a chapter 11 plan are conclusively presumed to have accepted the plan, and therefore are not entitled to vote. A class is "impaired" if the plan modifies the legal, equitable, or contractual rights attaching to the claims or equity interests of that class. Modification for purposes of impairment does not include curing defaults and reinstating maturity or payment in full in cash. Conversely, classes of claims or equity interests that receive or retain no property under a plan of reorganization are conclusively presumed to have rejected the plan, and therefore are not entitled to vote.

Even if all classes of claims and equity interests accept a chapter 11 plan, the bankruptcy court may nonetheless deny confirmation. Section 1129 of the Bankruptcy Code sets forth the requirements for confirmation and, among other things, requires that a plan be in the "best interest" of impaired and dissenting Creditors and interest holders and that the plan be feasible. The "best interest" test generally requires that the value of the consideration to be distributed to impaired and dissenting Creditors and interest holders under a plan may not be less than those parties would receive if the debtor were liquidated under a hypothetical liquidation occurring under chapter 7 of the Bankruptcy Code. A plan must also be determined to be "feasible," which generally requires a finding that there is a reasonable probability that the debtor will be able to

perform the obligations incurred under the plan and that the debtor will be able to continue operations without the need for further financial reorganization or liquidation.

The bankruptcy court may confirm a chapter 11 plan even though fewer than all of the classes of impaired Claims and equity interests accept it. The bankruptcy court may do so under the “cramdown” provisions of section 1129(b) of the Bankruptcy Code. In order for a plan to be confirmed under the cramdown provisions, despite the rejection of a class of impaired claims or interests, the proponent of the plan must show, among other things, that the plan does not discriminate unfairly and that it is fair and equitable with respect to each impaired class of claims or equity interests that has not accepted the plan.

The bankruptcy court must further find that the economic terms of the particular plan meet the specific requirements of section 1129(b) of the Bankruptcy Code with respect to the subject objecting class. If the proponent of the plan proposes to seek confirmation of the plan under the provisions of section 1129(b) of the Bankruptcy Code, the proponent must also meet all applicable requirements of section 1129(a) of the Bankruptcy Code (except section 1129(a)(8) of the Bankruptcy Code). Those requirements include the requirements that (i) the plan comply with applicable Bankruptcy Code provisions and other applicable law, (ii) that the plan be proposed in good faith, and (iii) that at least one impaired class of Creditors or interest holders has voted to accept the plan.

### **ARTICLE III. VOTING PROCEDURES AND CONFIRMATION REQUIREMENTS**

#### **A. Ballots and Voting Deadline**

Holders of Claims and Interests entitled to vote on the Plan will receive instructions for submitting a Ballot to vote to accept or reject the Plan. After carefully reviewing the Disclosure Statement, including all exhibits, each holder of a Claim or Interest (or its authorized representative) entitled to vote should follow the instructions to indicate its vote on the Ballot. All holders of Claims or Interests (or their authorized representatives) entitled to vote must (i) carefully review the Ballot and the instructions for completing it, (ii) complete all parts of the Ballot, and (iii) submit the Ballot by the deadline (*i.e.*, the Voting Deadline) for the Ballot to be considered. Holders of Claims or Interests entitled to vote must mail the Ballot(s) to Kurtzman Carson Consultants LLC (*i.e.*, the Claims and Balloting Agent) at the following address: Vista Ballot Processing Center, c/o KCC, 222 N. Pacific Coast Highway, Suite 300. Holders of Claims or Interests may contact the Claims and Balloting Agent by telephone at (866)-475-7847 or 781-575-2036 (if outside of the United States or Canada), or by email at VistaInfo@kccllc.com.

The Bankruptcy Court has directed that, in order to be counted for voting purposes, Ballots for the acceptance or rejection of the Plan must be received by the Claims and Balloting Agent by no later than **September 17, 2020, at 4:00 p.m. prevailing Central Time.**

**BALLOTS MUST BE SUBMITTED IN PAPER FORM SO AS TO BE ACTUALLY RECEIVED BY THE CLAIMS AND BALLOTING AGENT NO LATER THAN SEPTEMBER 17, 2020, AT 4:00 P.M. PREVAILING CENTRAL TIME. ANY**



**BALLOTS SUBMITTED AFTER THE VOTING DEADLINE WILL NOT BE COUNTED.**

**B. Holders of Claims Entitled to Vote**

Any holder of a Class 3 Term Loan Secured Claim or a Class 6 General Unsecured Claim (including a Term Loan Deficiency Claim) is entitled to vote if either (i) the Claim has been listed in the Schedules of Assets and Liabilities in an amount greater than zero (and the Claim is not scheduled as disputed, contingent, or unliquidated) or (ii) the holder of a Claim has Filed a Proof of Claim (that is not contingent or in an unknown amount) on or before the Voting Record Date.

Any holder of a Claim as to which an objection has been Filed (and such objection is still pending) is not entitled to vote, unless the Bankruptcy Court (on motion by a party whose Claim is subject to an objection) temporarily allows the Claim in an amount that it deems proper for the purpose of accepting or rejecting the Plan. Such motion must be heard and determined by the Bankruptcy Court on or before the Voting Deadline.

In addition, a vote may be disregarded if the Bankruptcy Court determines that the acceptance or rejection was not solicited or procured in good faith or in accordance with the applicable provisions of the Bankruptcy Code.

**C. Definition of Impairment**

Under section 1124 of the Bankruptcy Code, a class of Claims or equity interests is impaired under a chapter 11 plan unless, with respect to each Claim or equity interest of such class, the plan:

- (1) leaves unaltered the legal, equitable, and contractual rights to which such Claim or interest entitles the holder of such Claim or interest; or
- (2) notwithstanding any contractual provision or applicable law that entitles the holder of such Claim or interest to demand or receive accelerated payment of such Claim or interest after the occurrence of a default:
  - (a) cures any such default that occurred before or after the commencement of the case under this title, other than a default of a kind specified in section 365(b)(2) of the Bankruptcy Code or of a kind that section 365(b)(2) of the Bankruptcy Code expressly does not require to be cured;
  - (b) reinstates the maturity of such Claim or interest as such maturity existed before such default;
  - (c) compensates the holder of such Claim or interest for any damages incurred as a result of any reasonable reliance by such holder on such contractual provision or such applicable law;

- (d) if such Claim or such interest arises from any failure to perform a nonmonetary obligation, other than a default arising from failure to operate a nonresidential real property lease subject to section 365(b)(1)(A) of the Bankruptcy Code, compensates the holder of such Claim or such interest (other than the debtor or an insider) for any actual pecuniary loss incurred by such holder as a result of such failure; and
- (e) does not otherwise alter the legal, equitable, or contractual rights to which such Claim or interest entitles the holder of such Claim or interest.

#### **D. Classes Impaired or Unimpaired Under the Plan**

Classes 3, 6, and 9 are Impaired under the Plan, and only holders of Allowed Claims in Class 3 and Class 6 (including Allowed Term Loan Deficiency Claims) are entitled to vote to accept or reject the Plan. Holders of Claims in Class 3 and Class 6 will receive Ballots containing detailed voting instructions.

Classes 3, 6, and 9 are Impaired because one or more of the proposed potential alternative treatments of Classes 3, 6, and 9 alters the legal, equitable, or contractual rights of holders of Allowed Claims in such Classes. Holders of Class 9 Interests are conclusively deemed to have rejected the Plan pursuant to section 1126(g) of the Bankruptcy Code. Holders of Class 9 Interests are not entitled to vote to accept or reject the Plan.

Classes 1, 2, 4, and 5 are Unimpaired under the Plan. Holders of Allowed Claims in Classes 1, 2, 4, and 5 are conclusively presumed to have accepted the Plan pursuant to section 1126(f) of the Bankruptcy Code. Therefore, such holders are not entitled to vote to accept or reject the Plan.

Class 7 is Unimpaired to the extent the Class 7 Claims are Reinstated and Impaired to the extent the Class 7 Claims are cancelled. Holders of Allowed Claims in Class 7 are conclusively deemed to have accepted or rejected the Plan pursuant to sections 1126(f) or 1126(g) of the Bankruptcy Code. Therefore, such holders are not entitled to vote to accept or reject the Plan.

Class 8 is Unimpaired to the extent the Class 8 Interests are Reinstated and Impaired to the extent the Class 8 Interests are cancelled. Holders of Allowed Interests in Class 8 are conclusively deemed to have accepted or rejected the Plan pursuant to sections 1126(f) or 1126(g) of the Bankruptcy Code. Therefore, such holders are not entitled to vote to accept or reject the Plan.

#### **E. Information on Voting and Vote Tabulations**

##### **1. Transmission of Ballots to Holders of Claims and Interests**

Instructions for completing and submitting Ballots are being provided to all holders of Claims entitled to vote on the Plan in accordance with the Bankruptcy Rules. Those holders of Claims or Interests whose Claims or Interests are Unimpaired under the Plan are conclusively presumed to have accepted the Plan under section 1126(f) of the Bankruptcy Code, and therefore need not vote with regard to the Plan. Under section 1126(g) of the Bankruptcy Code, holders of

Claims or Interests who do not either receive or retain any property under the Plan are deemed to have rejected the Plan. In the event a holder of a Claim or Interest does not vote, the Bankruptcy Court may deem such holder of a Claim or Interest to have accepted the Plan.

## **2. Ballot Tabulation Procedures**

The Claims and Balloting Agent shall count all Ballots filed on account of (1) Claims in the Schedules of Assets and Liabilities, that are not listed as contingent, unliquidated or disputed, and are listed in an amount in excess of \$0.00; and (2) Proofs of Claim Filed by the Voting Record Date that are not asserted as contingent or unliquidated, and are asserted in an amount in excess of \$0.00. If no Claim is listed in the Schedules of Assets or Liabilities, and no Proof of Claim is Filed by the Voting Record Date, such Creditor shall not be entitled to vote on the Plan on account of such Claim, subject to the procedures below. Further, the Claims and Balloting Agent shall not count any votes on account of Claims that are subject to an objection which has been Filed (and such objection is still pending), unless and to the extent the Court has overruled such objection by the Voting Record Date. The foregoing general procedures will be subject to the following exceptions and clarifications:

- (a) if a Claim is Allowed under the Plan or by order of the Court, such Claim is Allowed for voting purposes in the Allowed amount set forth in the Plan or the order;
- (b) if a Claim is listed in the Debtors' Schedules of Assets and Liabilities or a Proof of Claim is timely Filed by the Voting Record Date, and such Claim is not listed or asserted as contingent, unliquidated, or disputed, and is listed or asserted in an amount in excess of \$0.00, such Claim is temporarily Allowed for voting purposes in the amount set forth in the Debtors' Schedules of Assets and Liabilities or as asserted in the Proof of Claim;
- (c) if a Claim is listed in the Debtors' Schedules of Assets and Liabilities or a Proof of Claim is timely Filed by the Voting Record Date, and such Claim is only partially listed or asserted as contingent, unliquidated, or disputed, such Claim is temporarily Allowed for voting purposes only in the amount not listed or asserted as contingent, unliquidated or disputed in the Debtors' Schedules of Assets and Liabilities or in the Proof of Claim;
- (d) if a Claim is listed in the Debtors' Schedules of Assets and Liabilities or a Proof of Claim is timely Filed by the Voting Record Date, and such Claim is listed or asserted as contingent, unliquidated, or disputed, or is listed or asserted for \$0.00 or an undetermined amount, such Claim shall not be counted for voting purposes;
- (e) if a Claim is not listed in the Debtors' Schedules of Assets and Liabilities and a Proof of Claim is Filed after the Voting Record Date, but before the

applicable bar date and before September 11, 2020,<sup>6</sup> then such Claim is temporarily Allowed for voting purposes;

- (f) any Claim to which there remains a pending objection as of the Voting Deadline, or an order has been entered granting such objection, such Claim shall not be counted for voting purposes;
- (g) if a Creditor has Filed duplicate Proofs of Claim by the Voting Record Date against one or more Debtors, such Creditor's Claim shall only be counted once for the Debtor at which the Creditor's Claim is pending for voting purposes unless the Debtors determine there is a Claim pending against multiple Debtors;
- (h) if a Proof of Claim has been amended by a later-Filed Proof of Claim, the earlier-Filed Claim will not be entitled to vote, and to the extent the later-Filed Proof of Claim is filed after the Voting Record Date, such later-Filed Proof of Claim must have been temporarily allowed for voting purposes by the Voting Record Date to be counted; and
- (i) A counterparty to an Executory Contract or Unexpired Lease that has not been rejected as of the Voting Record Date may file a motion requesting that the Bankruptcy Court estimate such counterparty's rejection damage Claim for voting purposes prior to the Voting Deadline.

The following procedures shall apply for tabulating votes:

- (a) any Ballot that is otherwise timely completed, executed, and properly cast to the Claims and Balloting Agent but does not indicate an acceptance or rejection of the Plan, or that indicates both an acceptance and rejection of the Plan, shall not be counted; if no votes to accept or reject the Plan are received with respect to a particular Class that is entitled to vote on the Plan, such Class shall be deemed to have voted to accept the Plan;
- (b) if a Creditor casts more than one (1) Ballot voting the same Claim before the Voting Deadline, the last properly cast Ballot received before the Voting Deadline shall be deemed to reflect the voter's intent and thus supersede any prior Ballots;
- (c) Allowed Class 6 Term Loan Deficiency Claims shall be deemed voted consistent with such holder's vote submitted with its Class 3 Term Loan Secured Claim Ballot;

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<sup>6</sup> Pursuant to the Approval Order, the Claims and Balloting Agent will provide the applicable solicitation package to the holder of a Claim that is filed between the Voting Record Date and September 11, 2020 (and before the applicable bar date) within 4 business days of the filing of such Claim. Given that the Voting Deadline is September 17, 2020, the last day to submit a Claim with sufficient time to receive a solicitation package is September 11, 2020 (which is 4 business days prior to the Voting Deadline).

- (d) Creditors must vote all of their Claims within a particular Class to either accept or reject the Plan, and may not split their votes within a particular Class and thus a Ballot (or group of Ballots) within a particular Class that partially accepts and partially rejects the Plan shall not be counted;
- (e) a Creditor who votes an amount related to a Claim that has been paid or otherwise satisfied in full or in part shall only be counted for the amount that remains unpaid or not satisfied, and if such Claim has been fully paid or otherwise satisfied, such vote will not be counted for purposes of amount or number; and
- (f) for purposes of determining whether the numerosity and amount requirements of sections 1126(c) and 1126(d) of the Bankruptcy Code have been satisfied, the Debtors will tabulate only those Ballots received by the Voting Deadline. For purposes of the numerosity requirement of section 1126(c) of the Bankruptcy Code, separate Claims held by a single Creditor in a particular Class shall be aggregated as if such Creditor held one (1) Claim against the Debtors in such Class, and the votes related to such Claims shall be treated as a single vote to accept or reject the Plan.

The following Ballots shall not be counted or considered for any purpose in determining whether the Plan has been accepted or rejected:

- (a) any Ballot received after the Voting Deadline, unless the Debtors, in their discretion, grant an extension of the Voting Deadline with respect to such Ballot;
- (b) any Ballot that is illegible or contains insufficient information to permit identification of the voter;
- (c) any Ballot cast by a Person that does not hold a Claim or Interest in a Class that is entitled to vote to accept or reject the Plan;
- (d) any duplicate Ballot will only be counted once;
- (e) any unsigned Ballot or paper Ballot that does not contain an original signature; and
- (f) any Ballot transmitted to the Claims and Balloting Agent by facsimile or electronic mail, unless the Debtors, in their discretion, consent to such delivery method.

### **3. Execution of Ballots by Representatives**

To the extent applicable, if a Ballot is submitted by trustees, executors, administrators, guardians, attorneys-in-fact, officers of corporations, or others acting in a fiduciary or representative capacity, such Persons must indicate their capacity when submitting the Ballot and, at the Debtors' request, must submit proper evidence satisfactory to the Debtors of their

authority to so act. For purposes of voting tabulation, a Ballot submitted by a representative shall account for the total number of represented parties with respect to the numerosity requirement set forth in this Article.

#### **4. Waivers of Defects and Other Irregularities Regarding Ballots**

Unless otherwise directed by the Bankruptcy Court, all questions concerning the validity, form, eligibility (including time of receipt), acceptance, and revocation or withdrawal of Ballots will be determined by the Debtors in their sole discretion, whose determination will be final and binding. The Debtors reserve the right to reject any and all Ballots not in proper form, the acceptance of which would, in the opinion of the Debtors or their counsel, be unlawful. The Debtors further reserve the right to waive any defects or irregularities or conditions of delivery as to any particular Ballot. Unless waived, any defects or irregularities in connection with deliveries of Ballots must be cured within such time as the Debtors (or the Bankruptcy Court) determine. Neither the Debtors nor any other Person will be under any duty to provide notification of defects or irregularities with respect to deliveries of Ballots, nor will any of them incur any liability for failure to provide such notification; *provided, however*, that the Debtors will indicate on the ballot summary the Ballots, if any, that were not counted, and will provide copies of such Ballots with the ballot summary to be submitted at the Confirmation Hearing. Unless otherwise directed by the Bankruptcy Court, delivery of such Ballots will not be deemed to have been made until any irregularities have been cured or waived. Unless otherwise directed by the Bankruptcy Court, Ballots previously furnished, and as to which any irregularities have not subsequently been cured or waived, will be invalidated.

#### **5. Withdrawal of Ballots and Revocation**

The Debtors may allow any claimant who submits a properly completed Ballot to supersede or withdraw such Ballot on or before the Voting Deadline. In the event the Debtors do permit such supersession or withdrawal, the claimant, for cause, may change or withdraw its acceptance or rejection of the Plan in accordance with Bankruptcy Rule 3018(a).

### **F. Confirmation of Plan**

#### **1. Solicitation of Acceptances**

The Debtors are soliciting your vote.

**NO REPRESENTATIONS OR ASSURANCES, IF ANY, CONCERNING THE DEBTORS OR THE PLAN ARE AUTHORIZED BY THE DEBTORS, OTHER THAN AS SET FORTH IN THIS DISCLOSURE STATEMENT. ANY REPRESENTATIONS OR INDUCEMENTS MADE BY ANY PERSON TO SECURE YOUR VOTE, OTHER THAN THOSE CONTAINED IN THIS DISCLOSURE STATEMENT, SHOULD NOT BE RELIED ON BY YOU IN ARRIVING AT YOUR DECISION, AND SUCH ADDITIONAL REPRESENTATIONS OR INDUCEMENTS SHOULD BE REPORTED TO DEBTORS' COUNSEL FOR APPROPRIATE ACTION.**

**THIS IS A SOLICITATION SOLELY BY THE DEBTORS, AND IS NOT A SOLICITATION BY ANY MEMBER, ATTORNEY, ACCOUNTANT, OR OTHER PROFESSIONAL FOR THE DEBTORS. THE REPRESENTATIONS, IF ANY, MADE IN THIS DISCLOSURE STATEMENT ARE THOSE OF THE DEBTORS AND NOT OF SUCH MEMBERS, ATTORNEYS, ACCOUNTANTS, OR OTHER PROFESSIONALS, EXCEPT AS MAY BE OTHERWISE SPECIFICALLY AND EXPRESSLY INDICATED.**

## **2. Requirements for Confirmation of the Plan**

At the Confirmation Hearing, the Bankruptcy Court shall determine whether the requirements of section 1129 of the Bankruptcy Code have been satisfied, in which event the Bankruptcy Court shall enter an order confirming the Plan. The Debtors believe that the Plan satisfies all of the statutory requirements of the Bankruptcy Code for confirmation because, among other things:

- (a) The Plan complies with the applicable provisions of the Bankruptcy Code;
- (b) The Debtors have complied with the applicable provisions of the Bankruptcy Code;
- (c) The Plan has been proposed in good faith and not by any means forbidden by law;
- (d) Any payment or distribution made or promised by the Debtors or by a Person issuing securities or acquiring property under the Plan for services or for costs and expenses in connection with the Plan has been disclosed to the Bankruptcy Court, and any such payment made before the confirmation of the Plan is reasonable, or if such payment is to be fixed after confirmation of the Plan, such payment is subject to the approval of the Bankruptcy Court as reasonable;
- (e) The Debtors have disclosed the identity and affiliation of any individual proposed to serve, after confirmation of the Plan, as a director, officer or voting trustee of the Debtors, an affiliate of the Debtors participating in a joint plan with the Debtors, or a successor to the Debtors under the Plan; the appointment to, or continuance in, such office of such individual is consistent with the interests of holders of Claims and Interests and with public policy;
- (f) Any government regulatory commission with jurisdiction (after confirmation of the Plan) over the rates of the Debtors has approved any rate change provided for in the Plan, or such rate change is expressly conditioned on such approval;
- (g) With respect to each Impaired Class of Claims or Interests, either each holder of a Claim or Interest of the Class will have accepted the Plan, or will receive or retain under the Plan on account of that Claim or Interest, property of a value, as of the Effective Date, that is not less than the amount that such holder would so receive or retain if the Debtors were liquidated on such date under chapter 7 of the Bankruptcy Code. If section 1111(b)(2) of the Bankruptcy Code applies to the

Claims of a Class, each holder of a Claim of that Class will receive or retain under the Plan on account of that Claim property of a value, as of the Effective Date, that is not less than the value of that holder's interest in the Debtors' interest in the property that secures that Claim;

- (h) Each Class of Claims or Interests will have accepted the Plan or is not Impaired under the Plan, subject to the Debtors' right to seek cramdown of the Plan under section 1129(b) of the Bankruptcy Code;
- (i) Except to the extent that the holder of a particular Claim has agreed to a different treatment of such Claim, the Plan provides that with respect to a Claim of a kind specified in sections 507(a)(2) or (a)(3) of the Bankruptcy Code, on the Effective Date, the holder of such claim will receive on account of such Claim equal to the Allowed amount of such Claim;
- (j) Except to the extent that the holder of a particular Claim has agreed to a different treatment of such Claim, the Plan provides that with respect to a Class of Claims of a kind specified in sections 507(a)(1), 507(a)(4), 507(a)(6), or 507(a)(7) of the Bankruptcy Code, each holder of a Claim of such Class will receive (i) if such class has accepted the Plan, deferred cash payments of a value, as of the Effective Date of the Plan, equal to the Allowed amount of such Claim, or (ii) if such Class has not accepted the Plan, cash on the Effective Date of the Plan equal to the Allowed amount of such Claim;
- (k) If a Class of Claims or Interests is Impaired under the Plan, at least one such Class of Claims or Interests will have accepted the Plan, determined without including any acceptance of the Plan by any insider holding a Claim or Interest of that Class;
- (l) Confirmation of the Plan is not likely to be followed by the liquidation or the need for further financial reorganization of the Debtors or any successor to the Debtors under the Plan, unless such liquidation or reorganization is proposed in the Plan;
- (m) All court fees, as determined by the Bankruptcy Court at the Confirmation Hearing, will have been paid or the Plan provides for the payment of such fees on the Effective Date; and
- (n) The Plan provides that all transfers of property shall be made in accordance with applicable provisions of nonbankruptcy law that govern the transfer of property by a corporation or trust that is not a moneyed, business, or commercial corporation or trust.

The Debtors assert that they have proposed the Plan in good faith and they believe that they have complied, or will have complied, with all the requirements of the Bankruptcy Code governing confirmation of the Plan.



### **3. Acceptances Necessary to Confirm the Plan**

Voting on the Plan by each holder of an Impaired Claim (or its authorized representative) is important. Chapter 11 of the Bankruptcy Code does not require that each holder of a Claim or Interest vote in favor of the Plan in order for the Bankruptcy Court to confirm the Plan. Generally, under the acceptance provisions of section 1126(a) of the Bankruptcy Code, each Class of Claims or Interests has accepted the Plan if holders of at least two-thirds in dollar amount and more than one-half in number of the Allowed Claims of such Class actually voting in connection with the Plan vote to accept the Plan. With regard to a Class of Interests, more than two-thirds of the shares actually voted must accept to bind that Class. Even if all Classes of Claims and Interests accept the Plan, the Bankruptcy Court may refuse to confirm the Plan.

### **4. Cramdown**

In the event that any Impaired Class of Claims or Interests does not accept the Plan, the Bankruptcy Court may still confirm the Plan at the request of the Debtors if, as to each Impaired Class that has not accepted the Plan, the Plan “does not discriminate unfairly” and is “fair and equitable.” A chapter 11 plan does not discriminate unfairly within the meaning of the Bankruptcy Code if no Class receives more than it is legally entitled to receive for its Claims or Interests. “Fair and equitable” has different meanings for holders of secured and unsecured Claims and Interests.

With respect to a Secured Claim, “fair and equitable” means either (i) the Impaired secured Creditor retains its Liens to the extent of its Allowed Claim and receives deferred Cash payments at least equal to the allowed amount of its Claims with a present value as of the effective date of the plan at least equal to the value of such Creditor’s interest in the property securing its Liens; (ii) property subject to the Lien of the Impaired secured Creditor is sold free and clear of that Lien, with that Lien attaching to the proceeds of sale, and such Lien proceeds must be treated in accordance with clauses (i) and (iii) hereof; or (iii) the Impaired secured Creditor realizes the “indubitable equivalent” of its Claim under the plan.

With respect to an Unsecured Claim, “fair and equitable” means either (i) each Impaired Creditor receives or retains property of a value equal to the amount of its Allowed Claim or (ii) the holders of Claims and Interests that are junior to the Claims of the dissenting class will not receive any property under the Plan.

With respect to Interests, “fair and equitable” means either (i) each Impaired Interest receives or retains, on account of that Interest, property of a value equal to the greater of the allowed amount of any fixed liquidation preference to which the holder is entitled, any fixed redemption price to which the holder is entitled, or the value of the Interest, or (ii) the holder of any Interest that is junior to the Interest of that Class will not receive or retain under the Plan, on account of that junior equity interest, any property.

The Debtors believe that the Plan does not discriminate unfairly and is fair and equitable with respect to each Impaired Class of Claims and Interests. In the event at least one Class of Impaired Claims or Interests rejects or is deemed to have rejected the Plan, the Bankruptcy Court

will determine at the Confirmation Hearing whether the Plan is fair and equitable and does not discriminate unfairly against any rejecting Impaired Class of Claims or Interests.

## **5. Conditions Precedent to Confirmation and Effectiveness of the Plan**

In addition to the requirements of the Bankruptcy Code, Article IX of the Plan contains certain conditions to confirmation and effectiveness of the Plan.

### **ARTICLE IV. BACKGROUND OF THE DEBTORS**

#### **A. Description of Debtors' Businesses**

##### **1. Formation and Current Structure**

Vista HoldCo is a privately owned limited liability company formed under the laws of the State of Delaware and headquartered in Fort Worth, Texas. The Debtors' principal business is producing mine-to-wellhead high-quality, fine-grade frac sand for oil and gas well completion in producing regions in Texas and Oklahoma, including the Permian Basin, Eagle Ford Shale, and the Southern Central Oklahoma Oil Province and the Sooner Trend (oil field) Anadarko (basin), Canadian and Kingfisher (counties). As of the Petition Date, the Debtors employed approximately fifty-six individuals. Through their mining operations, the Debtors are capable of producing high-quality, fine-grade, 40/70-mesh, 100-mesh, and 200-mesh sand, which is marketed as "Texas Premium White" sand.

The Debtors began business in 2004 as a trucking entity and expanded over time into a vertically integrated frac sand supplier. The Debtors commenced transloading operations in 2006 and began mining in 2011. In 2012, the Debtors' added rail service a few miles away from the Cresson Mine (defined below) for direct shipment of sand in-basin.

As of the Petition Date, the majority (52.79%) of Vista HoldCo is owned by Lonestar Prospects Holdings Company, L.L.C. The remainder of Vista HoldCo is owned by the following non-debtor affiliates and investors: FR Sand Holdings, LLC (30.60%), Future New Deal, Ltd. (6.31%), M&J Partnership, Ltd. (6.31%), ARCC VS Corp. (1.77%), Gary Humphreys (1.06%), Marty Robertson (1.06%), GHMRC, LLC (Series A), Tim Probert (0.05%), Ares Credit Strategies (0.01%), Ares Jasper Fund, L.P. (>.01%), and Ares ND Credit Strategies Fund, LLC (0.05%).

Vista HoldCo owns, either directly or indirectly, the remainder of the Debtor subsidiaries – VPROP; Lonestar Management; Bulk; Denetz; Lonestar Ltd.; and MAALT. An organization ownership chart is attached hereto as **Exhibit 2**.

Prior to the Petition Date, Vista operated a vertically integrated logistics network consisting of three mines in Texas, eleven transloading terminals in Texas and Oklahoma, two trucking facilities in Texas, and a fleet of approximately 100 "last-mile" transport vehicles. The mines operated by the Debtors are located in Granbury, Texas (the "Cresson Mine"), Tolar, Texas (the "Tolar Mine"), and Kermit, Texas (the "West Texas Mine"). The trucking facilities operated by the Debtors are located in Dilley and Monahans, Texas.

As discussed in more detail below, as of the Petition Date, the Debtors are no longer engaging in trucking operations, have substantially reduced transloading operations, and have temporarily shut down their mining operations, other than the minimal operations necessary to preserve equipment and infrastructure.

## 2. The March 2017 Transactions

Before a reorganization that occurred in March 2017, the operations of the Debtors, other than Vista HoldCo and VPROP, neither of which had as yet been formed, were organized as three separate lines of business: (1) mining, (2) trucking, and (3) transloading. In that regard, (i) Debtor Lonestar Ltd., (ii) its general partner, Debtor Lonestar Management, and (iii) non-Debtor Lonestar Prospects Holding Company, L.L.C. ("Lonestar Holding") comprised the mining line of business. Lonestar Ltd. and Lonestar Management are referred to collectively in this Disclosure Statement as the "Non-Logistics Subsidiaries."

The trucking line of business consisted of Debtor Bulk. Debtors MAALT, and its general partner, Denetz, comprised the transloading line of business. Bulk, MAALT, and Denetz are referred to collectively in this Disclosure Statement as the "Logistics Subsidiaries."

By March of 2017, an investor in the energy sector, First Reserve Corporation ("First Reserve"), desired to become an equity sponsor by acquiring a substantial equity interest in these businesses. To rationalize the ownership of the lines of business and facilitate the investment by First Reserve, the decision was made to modify the organizational structure by placing the Non-Logistics Subsidiaries and the Logistics Subsidiaries under the umbrella of a newly formed holding company, then known as Oilfield Sands Holdings, LLC ("Oilfield Sands"). This reorganization was accomplished by the contribution of the equity interest in the Non-Logistics Subsidiaries and the Logistics Subsidiaries to Oilfield Sands on March 20, 2017 (the "March 2017 Reorganization").

In connection with the March 2017 Reorganization, a First Reserve company, FR Sands Holdings LLC ("FR Sands"), acquired an approximately 21% equity interest in Oilfield Sands for \$120,000,000, of which \$25,000,000 went to the Debtors and \$95,000,000 went to pre-existing holders of equity interests. On June 15, 2017, Oilfield Sands changed its name to Vista Proppants and Logistics, LLC (i.e. Vista HoldCo).

Also in March 2017, Lonestar Ltd., as borrower, entered into a credit agreement, dated as of March 1, 2017 (the "March 2017 Term Loan Credit Agreement"), with the Term Loan Agent, as administrative agent, and the other lenders party thereto (collectively with the Term Loan Agent, the "March 2017 Lenders"). The March 2017 Term Loan Credit Agreement provided for term loans to Lonestar Ltd. in the amount of \$125,000,000 (the "March 2017 Loans"), with a possibility for obtaining up to an additional \$60,000,000 in incremental loans upon the satisfaction of certain conditions. The March 2017 Loans replaced the \$75,000,000 of term loans that were previously outstanding under the then existing Term Loan Credit Agreement.

The March 2017 Loans were guaranteed by Lonestar Ltd.'s subsidiaries. As security for the repayment of the March 2017 Loans, Lonestar Ltd., among other things, granted liens in its

real property interests in Texas for the benefit of the Term Loan Agent, in its capacity as agent under the March 2017 Term Loan Credit Agreement.

### **3. November 2017 Buy-Out Transaction**

As of November 1, 2017, the vast majority of the common membership units in Vista HoldCo were owned, in various percentages, by: Lonestar Holding, FR Sands, Future New Deal, Ltd. (“Future New Deal”), M&J Partnership, Ltd. (“M&J Partnership”), Gary Humphreys, and Martin Robertson (collectively, the “Vista Members”). At that time, two entities affiliated with R.J. Sikes (a Texas resident), namely, RJS Holdings, LLC (“RJS Holdings”) and KCM Enterprises, LP (“KCM Enterprises”) owned indirect interests in Vista HoldCo (the “Sikes Interests”), through ownership of common membership units in Lonestar Holding.

By November 2017, the decision had been made for Vista HoldCo to sever its ties with R.J. Sikes. That severance was to include a buy-out of the Sikes Interests that would be funded, in substantial part, by distributions made by the Debtors to the Vista Members in the amount of \$85,000,000 (the “Buy-Out Transaction”). To provide the funds to be distributed to the Vista Members for use in the buy-out of the Sikes Interests, the Term Loan Agreement was amended as of November 9, 2017 to provide for (i) new loans to VPROP in the amount of \$85,000,000 (the “New Loans”), for use in funding the Buy-Out Transaction, and (ii) “Incremental Loans” to VPROP of up to \$60,000,000, for use, principally, in connection with the development of Lonestar Ltd.’s Tolar Facility (a silica sand mine facility) and Winkler Facility (a silica sand mine facility). Under the Term Loan Agreement, proceeds of Incremental Loans were not permitted to be used to fund the Buy-Out Transaction.

In summary, the buy-out of the Sikes Interests was accomplished as follows: (1) a prior agreement under which KCM Enterprises had acquired its interests in Lonestar Holding was rescinded, forgiving \$23,000,000 of debt and resulting in the re-conveyance by KCM Enterprises to Future New Deal and M&J Partnership of the interests in Lonestar Holding it had previously acquired from them; (2) Lonestar Holding redeemed RJS Holdings’ interests in Lonestar Holding by transferring to RJS Holdings membership interests in Vista Proppants (the “RJS Company Interests”) and (3) the Vista Members (including FR Sands) acquired a majority of the RJS Company Interests in exchange for \$85,000,000; and (4) certain entities affiliated with the Term Loan Agent and FR Sands acquired the remaining RJS Company Interests for \$10,000,000 and \$23,000,000, respectively.

As described in more detail below, the Committee has sought authorization from the Bankruptcy Court to commence and prosecute, for the benefit of the Debtors estates, among other claims, certain constructive fraudulent transfer claims against the Term Loan Secured Parties in connection with the Buy-Out Transaction. As set forth in more detail below, the Debtors believe that such alleged claims against the Term Loan Secured Parties are meritless and will not result in any net benefit to the Debtors’ Estates.

### **B. Events Leading to the Chapter 11 Cases**

Pursuant to the Debtors’ audited financial statements, as of December 31, 2017, the Debtors had total assets of \$415,055,000 and total liabilities of \$348,753,000. For the year ended

December 31, 2017, the Debtors generated net sales of \$265,693,000, which resulted in income from operations of \$59,233,000.

In 2018, the Debtors substantially improved their operational performance, generating net sales of \$414,345,000, which resulted in income from operations of \$78,924,000. As of December 31, 2018, the Debtors had total assets of \$555,386,000 and total liabilities of \$452,505,000.

The Debtors began experiencing financial hardship in 2019, with net sales falling to \$283,235,000, resulting in a loss from operations of \$99,161,000 for the year ended December 31, 2019. Beginning in June 2019 at various times thereafter, the Debtors entered into certain limited waivers with the Term Loan Agent and the MAALT Lender under the Term Loan Credit Agreement and MAALT Credit Agreement, respectively, in connection with the waiver or modification of certain covenants thereunder. The Debtors also entered into certain limited waivers or amendments with the ABL Lender under the PlainsCapital ABL Facility in September 2019 and May 2020 in connection with the limited waiver or modification of certain covenants thereunder.

The Debtors' business and financial performance heavily depends on sales generated by a limited customer base—i.e. exploration and production companies and oilfield service providers engaged in drilling and well services. The Debtors' financial performance has been negatively affected by an ongoing slump in natural gas and oil commodity prices, which adversely affected the fluctuating demand for frac sand. The Debtors' financial performance has also been adversely impacted by an industry shift towards construction of multiple in-basin sand mines and the use of in-basin sand, which did not materially exist prior to 2017.

The Debtors' financial difficulties are compounded by the COVID-19 pandemic. The effects of this pandemic have taken a significant toll on energy markets and the nation's financial system. The COVID-19 pandemic continues to spread, further affecting exploration and production activity and creating operations challenges due to travel restrictions, social distancing guidelines, business restrictions, and other logistical hurdles.

The Debtors have also faced internal obstacles and company-specific business challenges. Internal logistics obstacles, geographic shifts in demand, and the Debtors' overall capital structure have resulted in decreased productivity and revenues. Prior to the Petition Date, the Debtors experienced significant sales declines, resulting in further liquidity pressures. The Debtors' revenue and profitability became insufficient to support their debt service, working capital, and capital expenditures requirements.

To address the financial challenges and the COVID-19 related damage suffered by the Debtors and preserve the going-concern value of their business, the Debtors sought relief under Chapter 11 to implement a restructuring of the business in a manner that will be most beneficial to its various creditors.

### **C. The Debtors' Prepetition Restructuring Initiatives**

As a result of the near-cessation of business revenue, the Debtors have engaged in a number of cost savings initiatives, including laying off employees and shutting down all

operations to the minimal extent necessary to preserve the Debtors' ability to recommence business operations in the future. Such minimal operations include activities such as intermittently using, maintaining equipment and infrastructure to ensure that such equipment and infrastructure will remain in good working condition for future use.

By laying off the majority of their employees and moving towards minimal operations, the Debtors were able to significantly reduce operating costs. Despite this reduction, the Debtors have still incurred, and continue to incur, significant costs without the benefit of offsetting sales revenue. The largest costs necessary to preserve the Debtors' assets are the minimum royalty payments required under various leases. Additionally, retention of the Debtors' remaining employees is necessary to preserve the Debtors' ability to maintain current business operations and quickly ramp up in the future. Furthermore, goods and services from certain vendors will be required throughout the Chapter 11 Cases to ensure the preservation of the Debtors' assets.

The Debtors engaged Haynes & Boone and A&M to advise them in exploring various strategic alternatives to right-size and recapitalize their operations and balance sheet. The Debtors have undertaken a review of their business to determine how to address continuing liquidity constraints. As part of this review, the Debtors, their officers, and professionals have considered various operational and strategic options to increase revenue and control costs. The review has also involved an analysis of the Debtors' relationships with strategic partners, lease expenses, and a number of other components of the business to identify opportunities to re-direct the Debtors' business to more financially viable outlets to continue providing high-quality frac sand and accompanying services to the Debtors' loyal customer base.

A central component of the Debtors' review has been a financial analysis to, among other things, restructure their long-term debt with Ares. Prior to the Petition Date, the Debtors engaged in months of negotiations with Ares in an effort to allow the Debtors to continue their operations in an effort to repay their outstanding obligations through an out of court restructuring.

After several months of efforts by the Debtors, with the assistance of their advisors, which included negotiating default/forgiveness agreements with Ares, the Debtors determined that the Debtors did not have sufficient liquidity to operate and meet certain debt service obligations during the remainder of 2020, and therefore required additional sources of financing. Left with no other alternative, the Debtors began to consider a Chapter 11 reorganization process and began engaging in restructuring discussions with the prepetition creditors.

# **1. PlainsCapital Bank Prepetition Default and Potential Claims Related Thereto**

As discussed in more detail below, Debtor Lonestar Ltd. is a party, as borrower, to the PlainsCapital ABL Credit Agreement dated January 12, 2018, with PlainsCapital Bank as ABL Lender, under which the ABL Lender agreed to make secured revolving loans to Lonestar Ltd. The ABL Agreement included a financial covenant providing: "Borrower shall maintain at the end of each fiscal quarter, commencing with the fiscal quarter ended June 30, 2017, a Leverage Ratio less than or equal to 3.50 to 1.00." "Leverage Ratio" was defined as the ratio of (1) Total Debt as of the last day of the fiscal quarter, divided by (2) EBIDA for the prior four fiscal quarters on a rolling basis.

On June 3, 2020, the ABL Lender notified Lonestar Ltd., by letter dated June 3, 2020 (the “Default Notice”), that Lonestar Ltd.’s financial statements for the fiscal quarter ended December 31, 2019, demonstrated that Lonestar Ltd. had “breached the Leverage Ratio” under the ABL Agreement and that no notice, grace or cure period applied to the alleged breach.

The Default Notice further notified Lonestar Ltd. that (i) the ABL Lender was declaring an Event of Default under the loan agreement, (ii) the ABL Lender had accelerated the maturity of the PlainsCapital ABL Facility, (iii) the ABL Lender demanded immediate payment in full of the indebtedness under the PlainsCapital ABL Facility, (iv) the ABL Lender was imposing, effective the next business day, the default interest rate on the unpaid principal balance, (v) simultaneously with the Default Notice, the ABL Lender had exercised (a) its right of setoff against the Revolving Priority Account and applied the deposits therein against the accrued, unpaid interest and principal outstanding under the PlainsCapital ABL Facility and (b) its right to withdraw the funds under a certificate of deposit that had been pledged to it as security for the PlainsCapital ABL Facility, and (vi) the ABL Lender demanded that any proceeds of the ABL Lender’s priority collateral in Lonestar Ltd.’s operating account be immediately transferred to the Revolving Priority Account.

As set forth in greater detail in the Standing Motion (defined below), the Committee asserts that the ABL Lender’s set off of funds of Debtor Lonestar Ltd. in deposit accounts at PlainsCapital Bank resulted in improving the ABL Lender’s setoff position over its setoff position on the 90th day before the Petition Date. Accordingly, the Committee asserts that Lonestar Ltd.’s Estate is entitled, under section 553(b) of the Bankruptcy Code, to recover the \$5,373,359 set off on account of that improvement in position.

The ABL Lender disputes the assertions of the Committee and will vigorously oppose the Standing Motion and contest the related Proposed Complaint (defined below).

#### **D. Go-Forward Business Plans**

The Debtors anticipate being in a state of minimal operations for a period of up to 18 months after the Effective Date. During this minimal operation period, the Reorganized Debtors intend to maintain and operate the West Texas, Granbury, and Tolar mines, as well as the Barnhart and Gonzalez transload facilities and a corporate office. The Debtors intend to closely monitor industry conditions and maintain operational readiness so that at the appropriate time, the Debtors can recommence their businesses in the future. Attached hereto as **Exhibit 4** are the Debtors’ financial projections.

### **ARTICLE V. DEBTORS’ ASSETS AND LIABILITIES**

#### **A. Prepetition Assets**

As of April 20, 2020, Vista’s unaudited balance sheets reflected total assets of approximately \$400 million and total liabilities of approximately \$500 million. The Debtors’ principal assets consist of accounts receivable, inventory, equipment, and fixed assets, including information technology assets and leasehold improvements.

On July 23, 2020, each of the Debtors Filed their Schedules of Assets and Liabilities (*i.e.*, the Schedules of Assets and Liabilities). Pursuant to the Schedules of Assets and Liabilities, the Debtors have scheduled the following assets:<sup>7</sup>

	Vista HoldCo	VPROP	Lonestar Management	Bulk	Denetz	Lonestar Ltd.	MAALT	Total
Cash	\$37,464	\$8,095	-	\$674,233	-	\$3,537,607	\$131,199	<b>\$4,388,598</b>
Deposits	-	-	-	\$51,574	-	\$4,295,349	\$48,227	<b>\$4,395,150</b>
Accounts Receivable	-	-	-	\$1,224,594	-	\$11,406,943	\$1,905,643	<b>\$14,537,180</b>
Investments	-	-	-	-	-	-	-	-
Inventory	-	-	-	\$49,984	-	\$7,833,972	-	<b>\$7,883,956</b>
Office FF&E	-	-	-	\$17,085	-	\$1,540,775	\$352,604	<b>\$1,910,464</b>
Machinery	-	-	-	\$2,016,131	-	\$285,991,116	\$581,039	<b>\$288,588,286</b>
Real Property	-	-	-	\$341,569	-	\$34,273,267	\$2,697,304	<b>\$37,312,140</b>
Intangibles	-	-	-	-	-	-	-	-
Other Assets	\$3,781,468	\$4,184,812	-	\$37,961,558	-	\$175,234,539	\$43,007,637	<b>\$264,170,014</b>
<b>Total Assets</b>	<b>\$3,818,932</b>	<b>\$4,192,907</b>	-	<b>\$42,336,728</b>	-	<b>\$524,113,568</b>	<b>\$48,723,653</b>	<b>\$623,185,788</b>

## B. Prepetition Liabilities

Vista's prepetition debt structure primarily consists of: (i) the Term Loans, (ii) the ABL Debt, and (iii) the MAALT Debt. The Debtors also have outstanding obligations under various lease agreements and owe certain amounts to vendors and other general unsecured creditors.

### 1. Term Loans

Vista HoldCo, the Term Loan Borrower, and the Term Loan Secured Parties are parties to the Term Loan Agreement. The Term Loan Agreement provides for the Term Loan Facility. As of the Petition Date, approximately \$369,300,998.02 in principal and prepetition interest is outstanding under the Term Loan Facility.

As more specifically described in the Term Loan Documents, the obligations under the Term Loan Facility are secured by liens (the "Term Loan Liens") on substantially all of the assets of VPROP, Lonestar Management, Lonestar Ltd, and Vista HoldCo, including Vista HoldCo's equity interests in each of its subsidiaries (collectively, the "Term Loan Collateral"). Vista Holdco, Lonestar Management, Bulk, Denetz, Lonestar Ltd., and MAALT are guarantors of the obligations under the Term Loan Facility.

Under the Term Loan Facility, the Term Loan Lenders agreed to provide a long-term note payable to the Debtors at LIBOR (with a floor of 1.5%) plus 8.5%. Additionally, the Term

<sup>7</sup> References to amounts in the Schedules of Assets and Liabilities are qualified by, and subject to, the *Global Notes, Methodology, and Specific Disclosures Regarding the Debtors' Schedules of Assets and Liabilities and Statements of Financial Affairs* filed concurrently therewith.



Loan Facility requires PIK interest equal to 1% of the outstanding principal. The Debtors agreed to repay principal and interest in equal combined installments. The Term Loan Facility was used to fund capital expenditures, including the development of the West Texas Mine and for general corporate purposes. In the absence of default, the Term Loan Agreement matures on August 1, 2021.

## **2. ABL Facility**

Lonestar Ltd., as borrower, Lonestar Prospects Holding Company, L.L.C., Gary B. Humphreys, Martin W. Robertson, and the other guarantors party thereto, as guarantors, and the ABL Lender, are parties to the PlainsCapital ABL Credit Agreement. The PlainsCapital ABL Credit Agreement provides for the PlainsCapital ABL Facility in an amount of up to \$21,959,690.13, subject to certain terms and conditions. As of the Petition Date, approximately \$15,984,430 in principal and interest was outstanding under the ABL Facility (the “ABL Credit Facility Obligations”).

The ABL Credit Facility Obligations are secured by first priority liens (the “ABL Liens”) on ABL Priority Collateral, and second priority security interests in substantially all personal property of Lonestar Ltd., as more specifically described in the various loan documents entered into in connection with the PlainsCapital ABL Credit Agreement (collectively with the ABL Priority Collateral, the “ABL Collateral”).

Pursuant to the PlainsCapital ABL Credit Agreement, the ABL Credit Facility Obligations become due and payable in full on June 14, 2020. The PlainsCapital ABL Facility bears an interest rate per annum equal to the sum of the prime rate minus 0.5%, subject to a floor rate of 4.75%. Following the alleged default referenced in Section IV(C)(1) herein, the ABL Lender asserts that the ABL Facility commenced bearing interest at the default rate set forth in the PlainsCapital ABL Credit Agreement, with additional fees and costs accruing thereunder.

## **3. Intercreditor Agreement**

The relative priority of the Term Loan Liens and the ABL Liens is governed by the Amended and Restated Intercreditor Agreement dated November 9, 2017, by and among PlainsCapital, Ares, and the Debtors (the “Intercreditor Agreement”). As more specifically set forth in the Intercreditor Agreement, the Term Loan Liens have first priority with respect to all of the Debtors’ assets other than certain accounts receivable, finished sand inventory, general intangibles, and the proceeds of the foregoing.

## **4. MAALT Facility**

MAALT, and non-debtor GHMR Operations, L.L.C., as borrowers, Denetz, Gary B. Humphreys, Martin W. Robertson, and certain trust guarantors, as guarantors, and the MAALT Lender, are parties to the MAALT Credit Agreement. The MAALT Credit Agreement provided for three term loans: the first term loan in the amount of \$13,826,834, the second term loan in the amount of \$3,850,497, and the third term loan in the amount of \$1,797,500, as well as a senior secured revolving credit facility in the amount of up to \$2 million, subject to certain terms and

conditions. As of the Petition Date, approximately \$3,923,450 in principal and prepetition interest was outstanding under the MAALT Facility (the “MAALT Facility Obligations”).

The MAALT Facility Obligations are secured by a security interest in certain assets of MAALT, including certain accounts, inventory, equipment, and fixtures, as more specifically described in the MAALT Documents. The MAALT Facility Obligations are also secured by a security interest of certain assets of non-debtor GHMR Operations, L.L.C. (collectively, the “MAALT Collateral”).

## **5. Capital Leases and Lease Obligations**

The Debtors are a party to various lease agreements in connection with certain equipment, buildings, office equipment, machinery, transload facilities, trucks, including trucks and freightliners, rail cars, storage facilities, real property, and mineral rights. With regard to real property and mineral rights leases, Vista is the lessee under four large, long-term leases, comprised of two leases in Hood County, Texas; one lease in Tolar, Texas, and one lease in Winkler County, Texas (collectively, the “Mineral Leases”). All of the Mineral Leases require minimum royalty payments in addition to Vista’s annual rent and fees.

## **6. Tax Obligations**

In the ordinary course of their businesses, the Debtors collect, remit, withhold, and pay to various taxing authorities and governmental regulatory bodies (collectively, the “Taxing Authorities”) among other taxes, certain sales and use taxes (the “Sales/Use Taxes”), property taxes (the “Property Taxes”), and franchise and/or income taxes (the “Franchise/Income Taxes,” and together with the Sales/Use Taxes and Property Taxes, the “Taxes”).

Property Taxes are assessed and become payable in the ordinary course of business and are calculated based on a statutorily-mandated percentage of property value (for both real and personal property). Generally, Property Taxes are due annually, and the timing of payment of Property Taxes varies from jurisdiction to jurisdiction. As of the Petition Date, the Debtors estimate that they owe (i) approximately \$2.2 million in Property Taxes related to the 2019 tax year, including late fees, and (ii) approximately \$1.3 million in Property Taxes that have accrued for the prepetition portion of the 2020 tax year.

The Debtors have Franchise/Income Tax obligations they must pay to various state authorities in jurisdictions where the Debtors operate or are authorized to do business. These taxes are assessed annually and are necessary to remain in good standing. The Debtors estimate that they do not owe any Franchise/Income Taxes relating to periods prior to the Petition Date.

## **7. General Unsecured Claims**

In addition to the Debtors’ outstanding obligations under the Term Loan Facility, the PlainsCapital ABL Facility, the MAALT Facility, and the Lease Obligations, the Debtors also have unsecured debt obligations, including, inter alia, amounts owed to trade vendors. General Unsecured Claims also include Term Loan Deficiency Claims and rejection damage Claims.

### C. Debtors' Scheduled Amount of Claims

Pursuant to the Schedules of Assets and Liabilities and based on stipulations under the DIP Financing Order, the Debtors have scheduled the following types and amounts of Claims in the Chapter 11 Cases:

	Vista HoldCo	VPROP	Lonestar Management	Bulk	Denetz	Lonestar Ltd.	MAALT	Total
Priority Tax Claims	-	-	-	\$45,543	-	\$1,333,694	\$206,308	<b>\$1,585,544</b>
Other Secured Claims	-	-	-	-	-	\$5,684,593	\$4,063	<b>\$5,688,656</b>
Other Priority Claims	-	-	-	-	-	-	-	-
Term Loan Secured Claims	\$369,980,456	\$369,980,456	-	-	-	\$369,980,456	-	<b>\$369,980,456<sup>8</sup></b>
PlainsCapital ABL Secured Claims	-	-	-	-	-	\$15,775,491	-	<b>\$15,775,491</b>
MAALT Secured Claims	-	-	-	-	-	-	\$3,043,274	<b>\$3,043,274</b>
General Unsecured Claims (Other than Guaranty Obligations on Term Loan Claims)	\$382,873	-	-	\$7,165,171	-	\$30,971,240	\$2,331,131	<b>\$40,850,416</b>
General Unsecured Claims for Guaranty Obligations on Term Loan Claims	\$369,980,456	\$369,980,456	\$369,980,456	\$369,980,456	\$369,980,456	\$369,980,456	\$369,980,456	<b>\$369,980,456<sup>9</sup></b>
Intercompany Claims	\$7,382,535	-	-	\$58,306,972	-	\$97,212,368	\$34,693,438	<b>\$263,956,128</b>

As the Bar Date has not yet occurred, few Proofs of Claims have been Filed. The Debtors will have more clarity with respect to the Claims against the Debtors as more Proofs of Claims are Filed.

<sup>8</sup> VPROP is the borrower entity under the Term Loan Facility. The Term Loan Collateral includes substantially all the assets of Vista HoldCo, VPROP, and Lonestar Ltd. The Term Loan Secured Parties assert that the full value of their Term Loan Secured Claims may be asserted against Vista HoldCo, VPROP, and Lonestar Ltd., subject to a recovery of not more than 100 cents on the dollar.

<sup>9</sup> VPROP is the borrower entity under the Term Loan Facility. Vista HoldCo, Lonestar Management, Bulk, Denetz, Lonestar Ltd., and MAALT are guarantors of the Term Loan Facility. The Term Loan Secured Parties assert that the Term Loan Deficiency Claim may be asserted against each of the Debtors, subject to a recovery of not more than 100 cents on the dollar.

## **ARTICLE VI. BANKRUPTCY CASE ADMINISTRATION**

### **A. First and Second Day Motions**

On or shortly after the Petition Date, the Debtors Filed a number of motions to administer the Chapter 11 Cases in a timely and efficient manner. Pursuant to those motions, the Bankruptcy Court entered orders that, among other things:

- Permitted the joint administration of the Chapter 11 Cases;
- Authorized maintenance of existing corporate bank accounts and cash management system;
- Authorized the Debtors to pay certain prepetition tax obligations;
- Designated the Chapter 11 Cases as complex chapter 11 cases;
- Authorized the Debtors to employ KCC (Claims and balloting agent);
- Authorized the payment of certain prepetition accrued wages, salaries, medical benefits, and reimbursable employee expenses;
- Authorized the Debtors to enter into the DIP Facility;
- Preserved value for the Debtors estates by prohibiting utility companies from altering or discontinuing service on account of prepetition invoices;
- Extended the time within which the Debtors were required to File the Schedules of Assets and Liabilities and Statements of Financial Affairs;
- Authorized the Debtors to employ Haynes and Boone as attorneys for the Debtors;
- Authorized the Debtors to retain Alvarez & Marsal North America, LLC to provide the Debtors with a Chief Restructuring Officer and certain additional personnel and to designate Gary Barton as Chief Restructuring Officer;
- Authorized the Debtors to employ James Lanter P.C. and Wickes Law, PLLC as special litigation counsel;
- Authorized the Debtors to employ and pay professionals used in the ordinary course of business; and
- Established procedures for interim compensation and reimbursement of expenses for Haynes and Boone, James Lanter P.C. and Wickes Law, PLLC, Kilpatrick Townsend & Stockton LLP, and Province, Inc.

## **B. Bar Date for Filing Proofs of Claim**

On July 27, 2020, the Bankruptcy Court entered the *Order (I) Shortening the Bar Date for Filing Proofs of Claim, (II) Establishing Ramifications for Failure to Timely File Claims; (III) Approving Consolidated Notice of Shortened Bar Date, and (IV) Approving the Mailing of Notices* [Docket No. 288] (the “Bar Date Order”). Except as otherwise provided in the Bar Date Order, and as set forth in more detail in the notice of shortened bar date that was served on all creditors following entry of the Bar Date Order, the last day for any person or entity, excluding governmental units, to file a proof of claim in the Chapter 11 Cases is August 31, 2020. The deadline for filing a Proof of Claim by any Governmental Unit is February 3, 2021 (the “Governmental Bar Date”).

In the event that the Debtors amend their Schedules of Assets and Liabilities, the Debtors must give notice of such amendment to the holder of a Claim affected thereby, and the affected Claim holder shall have the later of the Bar Date or thirty (30) days from the date on which notice of such amendment was given to File a Proof of Claim. Further, pursuant to Article V.C of the Plan, except as otherwise set forth in any order authorizing the rejection of an Executory Contract or Unexpired Lease, all Proofs of Claim with respect to Claims arising from the rejection of Executory Contracts or Unexpired Leases, pursuant to the Plan or the Confirmation Order, if any, must be Filed with the Bankruptcy Court within thirty (30) days after the later of (1) the date of entry of an order of the Bankruptcy Court (including the Confirmation Order) approving such rejection, (2) the effective date of such rejection, (3) the Effective Date, or (4) the date after the Effective Date that the applicable Schedules are altered, amended, modified, or supplemented, but only with respect to any Executory Contract or Unexpired Lease thereby affected.

## **C. Meeting of Creditors**

The meeting of Creditors required under section 341 of the Bankruptcy Code occurred on August 7, 2020.

## **D. Official Committee of Unsecured Creditors**

On June 23, 2020, the U.S. Trustee filed the *Appointment of the Official Unsecured Creditors’ Committee* [Docket No. 109]. On June 25, 2020, the U.S. Trustee filed the *Amended Appointment of the Official Unsecured Creditors’ Committee* [Docket No. 119]. The members of the Committee are Trinity Industries Leasing Co., The Andersons, MP Systems Co., LLC, Schlumberger Technology Corporation, and Twin Eagle Sand Logistics, LLC. On June 24, 2020, the Committee selected Kilpatrick Townsend & Stockton LLP as its proposed bankruptcy counsel. On June 25, 2020, the Committee selected Province, Inc. as its proposed financial advisor. The Committee’s retention of Kilpatrick Townsend & Stockton LLP and Province, Inc. were approved pursuant to orders entered by the Bankruptcy Court on August 6, 2020.

## **E. The Committee’s Motion to Convert**

On July 9, 2020, the Committee filed the *Motion of the Official Committee of Unsecured Creditors of Vista Proppants and Logistics, LLC, et al., for Entry of an Order Converting the Debtors’ Chapter 11 Cases to Cases Under Chapter 7 of the Bankruptcy Code Pursuant to 11*

U.S.C. § 1112(b) [Docket No. 179] (the “Motion to Convert”). In the Motion to Convert, the Committee asserts that cause for conversion exists based primarily on arguments related to the terms of the DIP Financing Order and the terms of the Debtors’ original Plan that was filed on July 3, 2020, which did not provide any recovery to holders of General Unsecured Claims.

On July 30, 2020, the DIP Agent, in its capacity as administrative agent under the DIP Facility filed the *Objection of Ares Capital Corporation to the Motion of the Official Committee of Unsecured Creditors of Vista Proppants and Logistics, LLC, et al., for Entry of an Order Converting the Debtors’ Chapter 11 Cases to Cases Under Chapter 7 of the Bankruptcy Code Pursuant to 11 U.S.C. § 1112(B)* [Docket No. 315] (the “DIP Agent Objection”). On August 3, 2020, the Debtors filed a response to the Motion to Convert and joined the DIP Agent Objection [Docket No. 334] (the “Debtors’ Response”). As set forth in the DIP Agent Objection and the Debtors’ Response, the Committee’s arguments in support of the Motion to Convert are either no longer relevant or are premature.

The Committee’s arguments with regard to the DIP Financing Order are moot because the DIP Financing Order has been entered. Moreover, the Debtors believe that the unrefuted record at the hearing on the DIP Financing Order established that the Debtors’ creditors, as a body, are better served by these cases continuing in Chapter 11. Furthermore, as set forth in more detail in the Liquidation Analysis, it is the Debtors’ position that the Plan provides holders of Class 6 General Unsecured Claims with at least as much as such creditors would receive in a chapter 7 liquidation. Therefore, the Debtors believe that the Committee’s arguments that the Plan is unconfirmable under section 1129(a)(7) of the Bankruptcy Code lack merit. The Debtors’ position is that the Motion to Convert is unsupported by evidence, is unwarranted, and should be denied.

The Committee has agreed to continue the hearing on the Motion to Convert to the same setting as the Confirmation Hearing.

#### **F. The DIP Facility and Use of Cash Collateral**

On July 16, 2020, the Bankruptcy Court entered the *Final Order (I) Authorizing the Debtors to (A) Obtain Post-petition Financing Pursuant to 11 U.S.C. §§ 105, 361, 362, 363(c), 364(c), 364(d)(1) and 364(e) and (B) Utilize Cash Collateral of Prepetition Secured Entities, (II) Granting Adequate Protection to Prepetition Secured Entities, and (III) Granting Related Relief* (Dkt. No. 219) (i.e., the DIP Financing Order).

The DIP Financing Order authorized the Debtors to enter into the DIP Facility and enabled the Debtors to fund the Chapter 11 Cases. Specifically, the DIP Facility provided the Debtors with DIP Commitments of \$11,000,000.

#### **G. Contract and Lease Rejections**

The Debtors have filed omnibus motions for the rejection of numerous Unexpired Leases and Executory Contracts. Additionally, the Debtors have been engaged in ongoing negotiations with certain counterparties to negotiate revised terms of certain Unexpired Leases and Executory Contracts. The Debtors cannot predict the outcome of those negotiations.

## H. The Committee's Investigation and Standing Motion

Under the terms of the DIP Financing Order, the Committee had until August 3, 2020 (the "Investigation Termination Date"), "to investigate the validity, extent, priority, perfection, and enforceability of the Term Loan Facility, and ABL Facility and the respective liens of the lenders thereunder, and to assert any other claims or causes of action against the Prepetition Secured Parties."

The DIP Financing Order further provides "if, on or before the Investigation Termination Date, the Committee files a motion seeking standing to file a Challenge (as defined below) or a motion to extend the Investigation Termination Date for cause as provided in this paragraph, the Investigation Termination Date shall be automatically tolled with respect to the Committee upon the Committee's filing of such motion or motions until the Court has ruled upon such motions." DIP Financing Order, ¶21. The Investigation Termination Date is further extended until the date that is three (3) business days after entry of an order conferring standing on the Committee. *Id.*

By letter dated July 29, 2020 (the "Demand Letter"), the Committee demanded that the Debtors assert (i) avoidance claims under the Uniform Fraudulent Transfer Act and section 544(b) of the Bankruptcy Code against the Term Loan Secured Parties arising out of their funding of the New Loans made under the November 9, 2017 Term Loan Credit Agreement, and (ii) a claim pursuant to section 553(b) of the Bankruptcy Code against PlainsCapital Bank in connection with PlainsCapital Bank's prepetition sweep of the Debtors' funds after declaring an event of default on June 3, 2020 (collectively, the "Alleged Claims").

The Debtors responded by letter dated July 31, 2020 (the "Response Letter"). In the Response Letter, the Debtors explained that the Debtors waived the right to pursue any such claims against the Term Loan Secured Parties pursuant to the terms of the DIP Financing Order, including the stipulations contained. Furthermore, the indicated their position that the Alleged Claims against the Term Loan Secured Parties were meritless and pursuing such Alleged Claims against the Term Loan Secured Parties would not result in any net benefit to the Debtors' Estates.

The Debtors do not believe that any cognizable causes of action exist against the Term Loan Secured Parties in connection with the New Loans or the Buy-Out Transaction (the "November 2017 Transaction") because, among other reasons, (i) the Debtors are not aware of, and the Demand Letter did not cite to any, factual basis for concluding that the Debtors or the Term Loan Secured Parties entered into the November 2017 Transaction with the actual intent to hinder, delay, or defraud any creditor of the Debtors; (ii) the Debtors received reasonably equivalent value from the Term Loan Secured Parties in connection with the November 2017 Transaction; (iii) the Debtors were solvent prior to, and immediately after, entering into the November 2017 Transaction; (iv) the Debtors were not left with unreasonably small capital to operate their business after entering into the November 2017 Transaction; and (v) the Debtors reasonably believed that they would be able to pay their debts as they came due following the November 2017 Transaction.

Moreover, the Debtors believe that even if the Committee were able to successfully avoid the New Loans issued in connection with the November 2017 Transaction, the aggregate amount

of Term Loan Claims would be reduced by a maximum amount of approximately \$85 million from approximately \$369 million to approximately \$284 million. The Debtors believe that any such reduced Term Loan Claims would still be secured by the same collateral, the value of which does not exceed \$284 million. Even if successful in avoiding a portion of the Term Loan Claims, it is the Debtors' position that the Committee would not be entitled to assert such avoided claims on behalf of unsecured creditors. Avoidance of an obligation, such as a portion of the Debtors' obligation to repay the Term Loan Claims, would reduce the Term Loan Lenders' Claims, but would not entitle the Committee to assert such avoided claims on behalf of unsecured creditors – Bankruptcy Code sections 550 and 551, which preserve avoided transfers and permit recovery on account thereof, do not apply to avoided obligations.

The Committee disagrees with the Debtors' position regarding the viability of the Alleged Claim against the Term Loan Secured Parties and the impact of setting aside \$85 million of Term Loan Claims. The Committee's position is that the avoidance of \$85 million of Term Loan Claims and liens, to the extent that the liens secure the Term Loan Claims, for the benefit of the estates would result in the sharing by the estates, pro rata, in the total value of the secured assets.

With respect to the Alleged Claim against PlainsCapital Bank, the Debtors indicated in the Response Letter that, consistent with previous correspondence to PlainsCapital Bank and the Committee, the Debtors stand by their assertion that a default did not exist as of June 3, 2020, that would have justified or permitted PlainsCapital to accelerate the PlainsCapital ABL debt and exercise collection remedies, including the offset described in the Demand Letter. Beyond considering whether such default existed, the Debtors have not conducted an analysis to determine whether or not the Alleged Claim against PlainsCapital Bank has merit or whether the potential benefit to the Debtors' estates of pursuing such Alleged Claim would exceed the anticipated costs of litigation. The Debtors further noted that the Debtors have reserved all rights for any such claims to be raised on behalf of their estates. In that regard, the Debtors indicated that if the Committee believes there is merit in pursuing the Alleged Claim against PlainsCapital Bank on behalf of the Debtors' estates, the Debtors would not object.

On August 3, 2020, the Committee filed the *Motion of the Official Committee of Unsecured Creditors for Order Granting (I) Leave, Standing and Authority to Commence and Prosecute Certain Claims on Behalf of the Debtors' Estates and (II) Related Relief* [Docket No. 333] (the "Standing Motion") with a proposed complaint attached thereto regarding the Alleged Claims (the "Proposed Complaint"). Furthermore, the Committee believes that certain avoidance claims may be brought against R.J. Sikes, RJS Holdings, and KCM Enterprises in connection with the Buy-Out Transaction based on the same set of facts alleged in the Standing Motion. Such claims will be included in the Litigation Trust, unless otherwise agreed by the Debtors, the Committee, and the Required Consenting Lenders. A hearing on the Standing Motion has been scheduled for September 1, 2020, at 2:00 p.m. Central Time.

The ABL Lender disputes the assertions of the Committee with respect to the Alleged Claims against the ABL Lender and will vigorously oppose the Standing Motion and contest the related Proposed Complaint.



## I. Rejection of Railcar Leases and Agreement Regarding Sale of Finished Sand Inventory

As of the Petition Date, Lonestar Ltd. held inventory of approximately 109,000 tons of fracturing proppant for completing oil and gas wells that had been processed through Lonestar Ltd.'s wet plant and dry plant and otherwise met the standards for purchase under Lonestar's contracts (the "Pre-Petition Finished Sand Inventory"). Pursuant to the PlainsCapital ABL Documents, the ABL Lender was granted first priority liens in the Pre-Petition Finished Sand Inventory and in the proceeds resulting from the sale thereof. A substantial portion of the Pre-Petition Finished Sand Inventory is stored in railcars leased to the Debtors.

On the Petition Date, the Debtors filed the *Debtors' First Omnibus Motion for Entry of an Order Authorizing the Debtors to (I) Reject Certain Unexpired Railcar Leases Pursuant to Section 365 of the Bankruptcy Code and Bankruptcy Rule 6006 as of the Petition Date and (II) Abandon any Remaining Personal Property in Connection Therewith* [Docket No. 22] (the "Railcar Rejection Motion"). In the Railcar Rejection Motion, the Debtors sought to reject the Debtors' railcar leases (the "Railcar Leases") and abandon any personal property, including any Pre-Petition Finished Sand, that may be located or stored in connection with the railcars to be surrendered.

In order to maximize value to the estate and for all creditors, the Debtors engaged in good faith, arms-length negotiations with the ABL Lender, Gary B. Humphreys ("GBH") and Martin W. Robertson ("MWR") (collectively with the Debtors, the "ABL Sale Agreement Parties") regarding the sale of Pre-Petition Finished Sand Inventory. As a result of such negotiations, the Parties agreed to the terms of an Agreement Regarding Sale of Finished Sand Inventory (the "ABL Sale Agreement").

Under the ABL Sale Agreement, (i) the Debtors will not incur liability for any of the third-party costs and expenses related to the sale and delivery of the Pre-Petition Finished Sand Inventory; (ii) as provided in more detail in the ABL Sale Agreement, the Finished Sand Inventory Sale Proceeds shall be available for payment of Finished Sand Inventory Expenses from an inventory funding account, and GBH and MWR will, at their cost and expense, incur and provide funds for payment of all Finished Sand Inventory Expenses which exceed the amounts available in the inventory funding account in the manner set forth in the ABL Sale Agreement, (iii) GBH and MWR will provide funds to reimburse the Debtors for any personnel and overhead costs and reasonable attorneys' fees directly incurred in connection with the sale and delivery of Pre-Petition Finished Sand Inventory as provided in the ABL Sale Agreement, and (iv) GBH and MWR will indemnify and reimburse the Debtors for any other costs or expenses that may be directly incurred in connection with the sale and delivery of Pre-Petition Finished Sand Inventory, as set forth in more detail in the ABL Sale Agreement (collectively, "Pre-Petition Finished Sand Inventory Sale Expenses").

On August 6, 2020, the Bankruptcy Court entered the *Order Granting Debtors' Emergency Motion Pursuant to 11 U.S.C. § 363 for Approval of and Authority to Perform Under Agreement Regarding Sale of Finished Sand Inventory* [Docket No. 362] (the "Finished Sand Order") and the *Agreed Order Pursuant to Federal Rule of Bankruptcy Procedure 4001(d)* [Docket No. 363] (the "4001(d) Order"). As set forth in more detail in such orders and subject to

the specific provisions therein, the Debtors are authorized to enter into and perform under the ABL Sale Agreement, and the ABL Lender is authorized to sweep the proceeds from the collection of receivables that are the ABL Lender's collateral and apply such proceeds to the principal balance outstanding under the PlainsCapital ABL Facility.

In furtherance of the ABL Sale Agreement, GBH and MWR are entering into agreements with certain railcar lessors. As a result of such agreements, the Debtors believe that the Railcar Rejection Motion will be consensually resolved. A hearing on the Railcar Rejection Motion is scheduled for August 17, 2020, at 1:30 p.m.

## **ARTICLE VII. DESCRIPTION OF THE PLAN**

### **A. Introduction**

A summary of the principal provisions of the Plan and the treatment of Classes of Allowed Claims and Allowed Interests is outlined below. The summary is entirely qualified by the Plan. This Disclosure Statement is only a summary of the terms of the Plan.

### **B. Designation of Claims and Interests**

The following are the Classes of Claims and Interests designated under the Plan. In accordance with section 1123(a)(1) of the Bankruptcy Code, Administrative Claims, Professional Compensation Claims, and Priority Tax Claims are not classified. No distribution shall be made on account of any Claim that is not Allowed.

Classes of Claims against and Interests in the Debtors are designated as follows:

- Class – 1      Other Secured Claims
- Class - 2      Other Priority Claims
- Class - 3      Term Loan Secured Claims
- Class - 4      PlainsCapital ABL Secured Claims
- Class - 5      MAALT Secured Claims
- Class - 6      General Unsecured Claims
- Class - 7      Intercompany Claims
- Class - 8      Interests in Debtors other than Vista HoldCo
- Class - 9      Interests in Vista HoldCo

### **C. Grouping of Debtors for Convenience Only**

The Plan groups the Debtors together solely for the purpose of describing treatment of Claims and Interests under the Plan and confirmation of the Plan. Although the Plan applies to all of the Debtors, the Plan constitutes seven (7) distinct Plans, one for each Debtor, and for voting and distribution purposes, each Class of Claims will be deemed to contain sub-classes for each of the Debtors, to the extent applicable. To the extent there are no Allowed Claims or Interest in a Class with respect to a particular Debtor, such Class is deemed to be omitted with respect to such Debtor. Except as otherwise provided in the Plan, to the extent a holder has a Claim that may be asserted against more than one Debtor, the vote of such holder in connection with such Claims shall be counted as a vote of such Claim against each Debtor against which such holder has a Claim. The grouping of the Debtors in this manner shall not affect any Debtor's status as a separate legal entity, change the organizational structure of the Debtors' business enterprise, constitute a change of control of any Debtor for any purpose, cause a merger of consolidation of any legal entities, or cause the transfer of any Assets, and, except as otherwise provided by or permitted under the Plan, all Debtors shall continue to exist as separate legal entities. Each separate Plan applies to the separate assets of each separate Debtor. Creditors of each Debtor may not be the same. Some Debtors may have limited or no creditors.

### **D. Allowance and Treatment of Administrative Claims and Priority Claims**

#### **1. Administrative Claims**

Except to the extent that a holder of an Allowed Administrative Claim and the Debtor or the Reorganized Debtor, as applicable, against which such Allowed Administrative Claim is asserted, in each case with the prior written consent of the Term Loan Agent, agree to less favorable treatment for such holder, each holder of an Allowed Administrative Claim (other than holders of Professional Compensation Claims and Claims for fees and expenses pursuant to section 1930 of chapter 123 of title 28 of the United States Code) will receive in full and final satisfaction of its Administrative Claim an amount of Cash equal to the amount of such Allowed Administrative Claim in accordance with the following: (i) if an Administrative Claim is Allowed on or prior to the Effective Date, on the Effective Date or as soon as reasonably practicable thereafter (or, if not then due, when such Allowed Administrative Claim is due or as soon as reasonably practicable thereafter); or (ii) if such Administrative Claim is not Allowed as of the Effective Date, no later than ten (10) days after the date on which an order allowing such Administrative Claim becomes a Final Order, or as soon as reasonably practicable thereafter; (iii) if such Allowed Administrative Claim is based on liabilities incurred by the Debtors in the ordinary course of their business after the Petition Date, in accordance with the terms and conditions of the particular transaction giving rise to such Allowed Administrative Claim without any further action by the holders of such Allowed Administrative Claim; (iv) at such time and upon such terms as may be agreed upon by such holder and the Debtors or the Reorganized Debtors, as applicable; and (v) at such time and upon such terms as set forth in an order of the Bankruptcy Court.

Except for Professional Compensation Claims and DIP Facility Claims, unless previously Filed, requests for payment of Administrative Claims must be Filed and served on the Reorganized Debtors no later than the Administrative Claim Bar Date. Objections to such

requests must be Filed and served on the Reorganized Debtors and the requesting party by the later of (i) 30 days after the Effective Date and (ii) 30 days after the Filing of the applicable request for payment of the Administrative Claims, if applicable. After notice and a hearing in accordance with the procedures established by the Bankruptcy Code and prior Bankruptcy Court orders, the Allowed amounts, if any, of Administrative Claims shall be determined by, and satisfied in accordance with an order of, the Bankruptcy Court.

Holders of Administrative Claims that are required to File and serve a request for such payment of such Administrative Claims that do not File and serve such a request by the Administrative Claim Bar Date shall be forever barred, estopped, and enjoined from asserting such Administrative Claims against the Debtors, the Reorganized Debtors or their property, and such Administrative Claims shall be deemed discharged as of the Effective Date without the need for any objection from the Reorganized Debtors or any action by the Bankruptcy Court.

## **2. Professional Compensation Claims**

### **(a) Final Fee Applications and Payment of Professional Compensation Claims**

All requests for payment of Professional Compensation Claims for services rendered and reimbursement of expenses incurred prior to the Confirmation Date must be Filed no later than the Professional Compensation Claim Bar Date; provided, however, that Ordinary Course Professionals shall be compensated in accordance with the terms of the Ordinary Course Professionals Order. Objections to Professional Compensation Claims must be Filed and served on the Reorganized Debtors and the Professional to whose application the objections are addressed no later than the Professional Compensation Claim Objection Deadline. The Bankruptcy Court shall determine the Allowed amounts of such Professional Compensation Claims after notice and a hearing in accordance with the procedures established by the Bankruptcy Court. The Reorganized Debtors shall pay Professional Compensation Claims in Cash in the amount the Bankruptcy Court allows by Final Order, including from the Professional Compensation Claim Reserve, which the Reorganized Debtors will establish in trust for the Professionals and fund with Cash equal to the Professional Compensation Claim Amount on the Effective Date.

### **(b) Professional Compensation Claim Reserve**

On the Effective Date, the Reorganized Debtors shall establish and fund the Professional Compensation Claim Reserve with Cash equal to the Professional Compensation Claim Amount. The Professional Compensation Claim Reserve shall be maintained in trust solely for the Professionals. No liens, claims, or Interests shall encumber the Professional Compensation Claim Reserve in any way. Such funds shall not be considered property of the Estates of the Debtors or the Reorganized Debtors; provided that obligations with respect to Professional Compensation Claims shall not be limited nor deemed limited to the balance of funds held in the Professional Compensation Claim Reserve. When all such Allowed amounts owing to Professionals have been paid in full, any remaining amount in the Professional Compensation Claim Reserve shall promptly be paid to the Reorganized Debtors without any further action or order of the

Bankruptcy Court and shall be subject to the Liens securing the Exit Facility, without any further action by the lenders thereunder or order of the Bankruptcy Court.

**(c) Professional Compensation Claim Amount**

Professionals shall reasonably estimate their unpaid Professional Compensation Claims and other unpaid fees and expenses incurred prior to and as of the Effective Date, and shall deliver such estimate to the Debtors no later than fifteen (15) days before the Effective Date; provided that such estimate shall not be deemed to limit the amount of the fees and expenses that are the subject of the Professional's final request for payment of Filed Professional Compensation Claims. If a Professional does not provide an estimate, the Debtors or Reorganized Debtors may estimate the unpaid and unbilled fees and expenses of such Professional.

**(d) Post-Confirmation Fees and Expenses**

Except as otherwise specifically provided in the Plan, from and after the Confirmation Date, the Debtors shall, in the ordinary course of business and without any further notice to or action, order, or approval of the Bankruptcy Court, pay in Cash the reasonable and documented legal, professional, or other fees and expenses related to implementation of the Plan and Consummation incurred by the Debtors. Upon the Confirmation Date, any requirement that Professionals comply with sections 327 through 331, 363, and 1103 of the Bankruptcy Code in seeking retention or compensation for services rendered after such date shall terminate, and the Debtors may employ and pay any Professional in the ordinary course of business without any further notice to or action, order, or approval of the Bankruptcy Court.

**3. Priority Tax Claims**

Except to the extent that a holder of an Allowed Priority Tax Claim and the Debtor or the Reorganized Debtor, as applicable, against which such Allowed Priority Tax Claim is asserted, in each case with the prior written consent of the Term Loan Agent, agree to less favorable treatment for such holder, each holder of an Allowed Priority Tax Claim shall receive, in full and final satisfaction, settlement, release, and discharge of, and in exchange for, such Allowed Priority Tax Claim, treatment in a manner consistent with section 1129(a)(9)(C) of the Bankruptcy Code. The estimated total amount of Allowed Priority Tax Claims is approximately \$1,586,000, as shown in the table below:

	<b>Vista HoldCo</b>	<b>VPROP</b>	<b>Lonestar Management</b>	<b>Bulk</b>	<b>Denetz</b>	<b>Lonestar Ltd.</b>	<b>MAALT</b>	<b>Total</b>
<b>Priority Tax Claims</b>	-	-	-	\$46,000	-	\$1,334,000	\$206,000	<b>\$1,586,000</b>

**4. DIP Facility Claims**

As of the Effective Date, the DIP Facility Claims shall be Allowed in an amount equal to the total amount outstanding under the DIP Facility on the Effective Date, including principal, interest, fees, and expenses. Except to the extent that a holder of an Allowed DIP Facility Claim

agrees to a less favorable treatment, in full and final satisfaction, settlement, release, and discharge of, and in exchange for, such Allowed DIP Facility Claim, each such holder thereof shall receive its Pro Rata share of (i) Cash equal to all outstanding interest, fees, and expenses due under the DIP Facility and (ii) in lieu of repayment in Cash in full of the principal amount outstanding under the DIP Facility, the Tranche B Exit Facility Notes in an amount equal to twice the outstanding amount of principal due under the DIP Facility on the Effective Date; and all commitments under the DIP Facility shall terminate.

## **E. Allowance and Treatment of Classified Claims and Interests**

It is not possible to predict precisely the total amount of Claims in a particular Class or the distributions that will ultimately be paid to holders of Claims in the different Classes because of the variables involved in the calculations (including the results of the Claims objection process).

### **1. Allowance and Treatment of Other Secured Claims (Class-1)**

This Class includes any Allowed Secured Claim, including any Secured Tax Claim, other than DIP Facility Claims, Term Loan Secured Claims, PlainsCapital ABL Secured Claims, and MAALT Secured Claims. Other Secured Claims includes any Claim arising under, derived from, or based upon any letter of credit issued in favor of one or more Debtors, the reimbursement obligation for which is either secured by a lien on collateral or is subject to a valid right of setoff pursuant to section 553 of the Bankruptcy Code.

On the Effective Date or as soon as reasonably practicable thereafter, in full and final satisfaction, compromise, settlement, release, and discharge of and in exchange for each Other Secured Claim, each holder of an Allowed Other Secured Claim Shall receive, at the option of the applicable Debtor, with the prior written consent of the Required Consenting Lenders, the following: (i) payment in full in Cash of its Allowed Class 1 Claim; (ii) the collateral securing its Allowed Class 1 Claim; (iii) Reinstatement of its Allowed Class 1 Claim; or (iv) such other treatment rendering its Allowed Class 1 Claim Unimpaired in accordance with section 1124 of the Bankruptcy Code. The estimated total amount of Allowed Class 1 Claims is \$8,894,000<sup>10</sup> as shown in the table below:

	<b>Vista HoldCo</b>	<b>VPROP</b>	<b>Lonestar Management</b>	<b>Bulk</b>	<b>Denetz</b>	<b>Lonestar Ltd.</b>	<b>MAALT</b>	<b>Total</b>
<b>Other Secured Claims</b>	-	-	-	\$205,000	-	\$8,685,000	\$4,000	<b>\$8,894,000</b>

<sup>10</sup> Includes scheduled Other Secured Claims against Lonestar Ltd. of approximately \$5,684,593 and scheduled Other Secured Claims against MAALT in the amount of approximately \$4,000, plus approximately \$3,000,407 in Other Secured Claims against Lonestar Ltd. related to Hogg Ranch reclamation secured by a certificate of deposit, and approximately \$205,000 in Other Secured Claims against Bulk related to workers' compensation secured by a certificate of deposit.

## 2. Allowance and Treatment of Other Priority Claims (Class - 2)

This Class includes any Allowed Claim entitled to priority status pursuant to section 507(a) of the Bankruptcy Code that is not (a) a DIP Facility Claim; (b) an Administrative Claim, (c) a Professional Compensation Claim, or (d) a Priority Tax Claim.

Each holder of an Allowed Other Priority Claim shall receive Cash in an amount equal to the full amount of such Allowed Class 2 Claim on the later of (i) the Effective Date, or (ii) the date due in the ordinary course of business in accordance with the terms and conditions of the particular transaction, contract, or other agreement giving rise to such Allowed Class 2 Claim.

Pursuant to the *Order (I) Authorizing Debtors to Pay Certain Prepetition Employee Wages, Other Compensation and Reimbursable Employee Expenses; (II) Continuing Employee Benefits Programs; (III) Authorizing Financial Institutions to Honor and Process Checks and Transfers Related to Such Obligations Pursuant to Sections 105(a), 363(a), and 507(a) of the Bankruptcy Code and Bankruptcy Rules 6003 and 6004; and (IV) Granting Related Relief* (Dkt. No. 71) (the “Employee Wages Order”), the Debtors paid certain outstanding obligations owed to their employees for wages, salaries, benefits, and reimbursable expenses that would have otherwise been entitled to priority treatment under section 507(a)(4) or (5) of the Bankruptcy Code. The Debtors therefore estimate that the total amount of Allowed Class 2 Claims is \$0.00

## 3. Allowance and Treatment of Term Loan Secured Claims (Class - 3)

This Class includes any Allowed Secured Claims held by any of the Term Loan Secured Parties arising under or relating to the Term Loan Documents or the DIP Financing Order.

On the Effective Date, in full and final satisfaction, compromise, settlement, release, and discharge of and in exchange for each Allowed Term Loan Secured Claim, each holder of an Allowed Term Loan Secured Claim shall receive the following: (i) its Pro Rata share of 100% of the New Parent Units in the New Parent Company, which New Parent Company shall receive 100% of the equity interests of VPROP (which shall continue to hold the equity interests of its direct and indirect subsidiaries); (ii) its Pro Rata share of Tranche C Exit Facility Notes equal to \$50,000,000; and (iii) the right to participate in Tranche A of the Exit Facility up to its Pro Rata share of \$30,000,000 of new money in exchange for an equal amount of Tranche A Exit Facility Notes.

On the Effective Date, the Term Loan Secured Claims shall be Allowed in the amount of \$369,300,998.02 minus the amount of the Term Loan Deficiency Claim plus (i) accrued but unpaid interest, including default interest, under the Term Loan Documents as of the Petition Date, and (ii) unpaid reasonable and documented fees, expenses, costs, and other charges incurred or accrued by the Term Loan Agent in connection with any and all aspects of the Chapter 11 Cases as of the Effective Date, subject to the provisions of the DIP Financing Order and this Plan.

The Term Loan Agent has asserted that the estimated aggregate amount of Term Loan Secured Claims is approximately \$144,300,998 and the estimated aggregate amount of Term Loan Deficiency Claims is approximately \$225,000,000. The rights of parties in interest to contest the allowed amount of the Term Loan Secured Claims and the Term Loan Deficiency

Claims are reserved. The Debtors will put on valuation evidence at the Confirmation Hearing to support the valuation of the Term Loan Secured Claims and the Term Loan Deficiency Claims.

**4. Allowance and Treatment of PlainsCapital ABL Secured Claims (Class - 4)**

This Class consists of all Allowed PlainsCapital ABL Secured Claims against any Debtor.

On the Effective Date or as soon as reasonably practicable thereafter, in full and final satisfaction, compromise, settlement, release, and discharge of and in exchange for each Allowed PlainsCapital ABL Secured Claim, each holder of an Allowed PlainsCapital ABL Secured Claim shall receive the ABL Priority Collateral securing such Allowed PlainsCapital ABL Secured Claims.

On the Effective Date, the PlainsCapital ABL Secured Claims shall be Allowed in the aggregate amount equal to the value of ABL Priority Collateral securing such PlainsCapital ABL Secured Claims.

**5. Allowance and Treatment of MAALT Secured Claims (Class - 5)**

This Class consists of all Allowed MAALT Secured Claims against any Debtor.

On the Effective Date or as soon as reasonably practicable thereafter, in full and final satisfaction, compromise, settlement, release, and discharge of and in exchange for each MAALT Secured Claim, each holder of an Allowed MAALT Secured Claim shall receive, at the option of applicable Debtor, with the prior written consent of the Required Consenting Lenders, the following: (i) the collateral securing its Allowed MAALT Secured Claim; (ii) Reinstatement of its Allowed MAALT Secured Claim; or (iii) such other treatment rendering its Allowed MAALT Secured Claim Unimpaired in accordance with section 1124 of the Bankruptcy Code.

On the Effective Date, the MAALT Secured Claims shall be Allowed in the aggregate amount equal to the value of the collateral securing such MAALT Secured Claims.

**6. Allowance and Treatment of General Unsecured Claims (Class - 6)**

This Class includes any Allowed Claim that is not: (a) a DIP Facility Claim; (b) an Administrative Claim; (c) a Professional Compensation Claim; (d) a Priority Tax Claim; (e) an Other Secured Claim; (f) an Other Priority Claim; (g) a Term Loan Secured Claim; (h) a PlainsCapital ABL Secured Claim; (i) a MAALT Secured Claim; or (j) an Intercompany Claim.

**If and only if Class 6 votes to accept the Plan, Class 6 shall receive the following treatment:**

On the Effective Date or as soon as reasonably practicable thereafter, in full and final satisfaction, compromise, settlement, release, and discharge of and in exchange for each Allowed General Unsecured Claim, each holder of an Allowed General Unsecured Claim shall receive its Pro Rata share of the Litigation Trust Interests, and the Litigation Trust shall be funded by a



GUC Cash Pool in the amount of \$500,000. The GUC Cash Pool shall be utilized or distributed at the discretion of the Litigation Trustee, subject to the terms of the Litigation Trust.

Further, if the holders of Class 6 Claims vote to accept this Plan, solely for purposes of calculating distributions from the Litigation Trust, the holders of Allowed Term Loan Deficiency Claims shall limit their distributions from the Litigation Trust to the amount they would receive if their Allowed Term Loan Deficiency Claims were equal to the total value of all other Allowed General Unsecured Claims; provided, however, that such limitation shall no longer apply after all Allowed General Unsecured Claims, other than Allowed Term Loan Deficiency Claims, have been paid in full, after which time payments shall continue to be made on account of the Allowed Term Loan Deficiency Claims until such Claims have also been paid in full. The potential recoveries from Litigation Trust Assets are uncertain, and it is not possible for the Debtors to ascribe a meaningful valuation to Litigation Trust Causes of Action.

As set forth in Article VIII.C of the Plan, in the event that Class 6 accepts the Plan or the Standing Motion is denied, then the Standing Motion Claims against the Term Loan Secured Parties shall be released by the Debtors, the Reorganized Debtors, and their Estates. The Term Loan Secured Parties intend to vote the entirety of their Class 6 Term Loan Deficiency Claims in favor of the Plan. The Term Loan Agent has asserted that the estimated aggregate amount of Term Loan Deficiency Claims is approximately \$225,000,000. The rights of parties in interest to contest the allowed amount of Term Loan Deficiency Claims are reserved. The Debtors will put on valuation evidence at the Confirmation Hearing to support the valuation of the Term Loan Secured Claims and the Term Loan Deficiency Claims.

If Class 6 votes to accept the plan, the estimated total amount of Allowed Class 6 Claims for distribution purposes is approximately **\$171,624,000**, comprised of (i) estimated trade Claims in the aggregate amount of approximately \$40,850,000, (ii) estimated rejection damage Claims in the aggregate amount of approximately \$44,962,000, and (iii) the reduced Term Loan Deficiency Claim for distribution purposes in the amount of all other General Unsecured Claims (until all Allowed General Unsecured Claims have been paid in full) of approximately \$85,812,000, as shown in the table below:

	<b>Vista HoldCo</b>	<b>VPROP</b>	<b>Lonestar Management</b>	<b>Bulk</b>	<b>Denetz</b>	<b>Lonestar Ltd.</b>	<b>MAALT</b>	<b>Total</b>
<b>Trade Claims</b>	-	-	-	\$7,165,000	-	\$31,354,000	\$2,331,000	<b>\$40,850,000</b>
<b>Rejection Damage Claims</b>	-	-	-	\$8,557,000	-	\$26,813,000	\$9,592,000	<b>\$44,962,000</b>
<b>Deficiency Claims</b>	\$85,812,000	\$85,812,000	\$85,812,000	\$85,812,000	\$85,812,000	\$85,812,000	\$85,812,000	<b>\$85,812,000<sup>11</sup></b>
<b>Total Class 6 GUC Claims</b>	<b>\$85,812,000</b>	<b>\$85,812,000</b>	<b>\$85,812,000</b>	<b>\$101,534,000</b>	<b>\$85,812,000</b>	<b>\$143,979,000</b>	<b>\$97,735,000</b>	<b>\$171,624,000</b>

<sup>11</sup> VPROP is the borrower entity under the Term Loan Facility. Vista HoldCo, Lonestar Management, Bulk, Denetz, Lonestar Ltd., and MAALT are guarantors of the Term Loan Facility. The Term Loan Secured Parties assert that the Term Loan Deficiency Claim may be asserted against each of the Debtors in the reduced amount for distribution purposes equal to the amount of all other Allowed General Unsecured Claims.

**If and only if Class 6 votes to reject the Plan, Class 6 shall receive the following treatment:**

On the Effective Date or as soon as reasonably practicable thereafter, in full and final satisfaction, compromise, settlement, release, and discharge of and in exchange for each Allowed General Unsecured Claim (including Allowed Term Loan Deficiency Claims), each holder of an Allowed General Unsecured Claim shall receive its Pro Rata share of the Litigation Trust Interests, and the Litigation Trust shall receive no funding for the GUC Cash Pool. The holders of Allowed Term Loan Deficiency Claims shall not be required to waive any portion of their Allowed Term Loan Deficiency Claims if the holders of Class 6 Claims vote to reject the Plan.

The estimated total amount of Allowed Class 6 Claims for distribution purposes if Class 6 rejects the Plan (and the estimated total amount of Allowed Class 6 Claims for voting purposes) is approximately **\$310,811,000**, comprised of (i) estimated trade Claims in the aggregate amount of approximately \$40,850,000, (ii) estimated rejection damage Claims in the aggregate amount of approximately \$44,962,000, and (iii) Allowed Term Loan Deficiency Claims in the aggregate estimated amount of \$225,000,000, as shown in the table below:

	<b>Vista HoldCo</b>	<b>VPROP</b>	<b>Lonestar Management</b>	<b>Bulk</b>	<b>Denetz</b>	<b>Lonestar Ltd.</b>	<b>MAALT</b>	<b>Total</b>
<b>Trade Claims</b>	-	-	-	\$7,165,000	-	\$31,354,000	\$2,331,000	<b>\$40,850,000</b>
<b>Rejection Damage Claims</b>	-	-	-	\$8,557,000	-	\$26,813,000	\$9,592,000	<b>\$44,962,000</b>
<b>Deficiency Claims</b>	\$225,000,000	\$225,000,000	\$225,000,000	\$225,000	\$225,000,000	\$225,000,000	\$225,000,000	<b>\$225,000,000<sup>12</sup></b>
<b>Total Class 6 GUC Claims</b>	<b>\$225,000,000</b>	<b>\$225,000,000</b>	<b>\$225,000,000</b>	<b>\$240,722,000</b>	<b>\$225,000,000</b>	<b>\$283,167,000</b>	<b>\$236,923,000</b>	<b>\$310,811,000</b>

As set forth in Article VIII.C of the Plan, in the event that Class 6 rejects the Plan and the Standing Motion is granted, then the Standing Motion Claims against the Term Loan Secured Parties shall be included in the Litigation Trust Causes of Action and shall not be released by the Debtors, the Reorganized Debtors, and their Estates.

<sup>12</sup> VPROP is the borrower entity under the Term Loan Facility. Vista HoldCo, Lonestar Management, Bulk, Denetz, Lonestar Ltd., and MAALT are guarantors of the Term Loan Facility. The Term Loan Secured Parties assert that the Term Loan Deficiency Claim may be asserted against each of the Debtors, subject to an aggregate recovery of not more than 100 cents on the dollar for the entire Allowed Term Loan Deficiency Claim if Class 6 does not accept the Plan.

## 7. Allowance and Treatment of Intercompany Claims (Class - 7)

This Class consists of all Intercompany Claims.

On the Effective Date, Class 7 Claims shall be, at the option of the Debtors, with the consent of the Required Consenting Lenders, either (i) Reinstated, or (ii) cancelled, released, and extinguished without any distribution.

The estimated total amount of Allowed Class 7 Claims is \$263,956,128, as shown in the table below:

	Vista HoldCo	VPROP	Lonestar Management	Bulk	Denetz	Lonestar Ltd.	MAALT	Total
Intercompany Claims	\$7,382,535	-	-	\$58,306,972	-	\$97,212,368	\$34,693,438	\$263,956,128

## 8. Allowance and Treatment of Interests in Debtors Other than Vista HoldCo (Class - 8)

This Class consists of all Interests in Debtors other than Vista HoldCo.

On the Effective Date, all existing Interests in each of the Debtors, other than Interests in Vista HoldCo, shall be, at the option of the applicable Debtor, with the consent of the Required Consenting Lenders, either (i) Reinstated, or (ii) cancelled, released, and extinguished without any distribution, and will be of no further force or effect.

## 9. Allowance and Treatment of Interests in Vista HoldCo (Class - 9)

This Class consists of all Interests in Vista HoldCo, which consists of all Existing Equity.

All Interests in Vista HoldCo shall be canceled, released, and extinguished as of the Effective Date and will be of no further force or effect. Holders of an Interest in Vista HoldCo will not receive any distribution on account of such Interest.

## F. Procedures for Resolving Contingent, Unliquidated, and Disputed Claims

### 1. Claims Administration Responsibilities

Except as otherwise specifically provided in the Plan, after the Effective Date, the Reorganized Debtors, with respect to all Interests and Claims shall have the authority to: (1) File, withdraw, or litigate to judgment, objections to Claims or Interests; (2) settle or compromise any Disputed Claim without any further notice to or action, order, or approval by the Bankruptcy Court; and (3) administer and adjust the Claims Register to reflect any such settlements or compromises without any further notice to or action, order, or approval by the Bankruptcy Court. After the Effective Date, each of the Reorganized Debtors shall have and retain any and all rights and defenses such Debtor had with respect to any Interests or Claims immediately prior to the Effective Date.

Except as otherwise specifically provided in the Plan, after the Effective Date, the Litigation Trustee, with respect to General Unsecured Claims only, shall have the authority to: (1) File, withdraw, or litigate to judgment, objections to Claims; (2) settle or compromise any Disputed Claim without any further notice to or action, order, or approval by the Bankruptcy Court; and (3) administer and adjust the Claims Register to reflect any such settlements or compromises without any further notice to or action, order, or approval by the Bankruptcy Court. After the Effective Date, the Litigation Trustee shall have and retain any and all rights and defenses the applicable Debtor had with respect to any General Unsecured Claim immediately prior to the Effective Date.

## **2. Estimation of Claims and Interests**

Before or after the Effective Date, the Debtors or the Reorganized Debtors, and the Litigation Trustee, as applicable, may (but are not required to) at any time request that the Bankruptcy Court estimate any Disputed Claim or Disputed Interest that is contingent or unliquidated pursuant to section 502(c) of the Bankruptcy Code for any reason, regardless of whether any party previously has objected to such Claim or Interest or whether the Bankruptcy Court has ruled on any such objection, and the Bankruptcy Court shall retain jurisdiction to estimate any such Claim or Interest, including during the litigation of any objection to any Claim or Interest or during the appeal relating to such objection. Notwithstanding any provision otherwise in the Plan, a Claim or Interest that has been expunged from the Claims Register, but that either is subject to appeal or has not been the subject of a Final Order, shall be deemed to be estimated at zero dollars unless otherwise ordered by the Bankruptcy Court. In the event that the Bankruptcy Court estimates any contingent or unliquidated Claim or Interest, that estimated amount shall constitute a maximum limitation on such Claim or Interest for all purposes under the Plan (including for purposes of distributions), and the relevant Reorganized Debtor may elect to pursue any supplemental proceedings to object to any ultimate distribution on such Claim or Interest.

## **3. Adjustment to Claims or Interests without Objection**

Any Claim or Interest that has been paid or satisfied, or any Claim or Interest that has been amended or superseded, may be adjusted or expunged on the Claims Register by the Reorganized Debtors without any further notice to or action, order, or approval of the Bankruptcy Court.

## **4. Time to File Objections to Claims**

Except as otherwise specifically provided in the Plan and unless extended by order of the Bankruptcy Court, any objections to Claims shall be Filed on or before the later of (1) 180 days after the Effective Date and (2) such other period of limitation as may be specifically fixed by a Final Order of the Bankruptcy Court for objecting to such claims.

## **5. Disallowance of Claims or Interests**

Except as otherwise specifically provided in the Plan, any Claims or Interests held by Entities from which property is recoverable under section 542, 543, 550, or 553 of the Bankruptcy Code, or that is a transferee of a transfer avoidable under section 522(f), 522(h), 544,

545, 547, 548, 549, or 724(a) of the Bankruptcy Code, shall be deemed disallowed pursuant to section 502(d) of the Bankruptcy Code, and holders of such Claims or Interests may not receive any distributions on account of such Claims until such time as any objection to those Claims or Interests have been settled or a Bankruptcy Court order with respect thereto has been entered.

All Claims Filed on account of an indemnification obligation to a director, officer, or employee shall be deemed satisfied and expunged from the Claims Register as of the Effective Date to the extent such indemnification obligation is assumed (or honored or reaffirmed, as the case may be) pursuant to the Plan, without any further notice to or action, order, or approval of the Bankruptcy Court.

Except as provided in the Plan or otherwise agreed, any and all Proofs of Claim Filed after the Bar Date shall be deemed disallowed and expunged as of the Effective Date without any further notice to or action, order, or approval of the Bankruptcy Court, and holders of such Claims may not receive any distributions on account of such Claims, unless on or before the Confirmation Hearing such late Claim has been deemed timely Filed by a Final Order.

#### **6. Amendment to Claims or Interests**

On or after the Effective Date, a Claim or Interest may not be Filed or amended without the prior authorization of the Bankruptcy Court or the Reorganized Debtors and any such new or amended Claim or Interest Filed shall be deemed disallowed in full and expunged without any further action; provided, however, that Governmental Units shall not be required to obtain authorization of the Bankruptcy Court or the Reorganized Debtors to File or amend a Proof of Claim prior to the bar date applicable to the Claim of such Governmental Unit.

#### **7. No Distributions Pending Allowance**

If an objection to a Claim or Interest or portion thereof is Filed as set forth in Article VII of the Plan, no payment or distribution provided under the Plan shall be made on account of such Claim or Interest or portion thereof unless and until such Disputed Claim or Interest becomes an Allowed Claim or Interest.

#### **8. Distributions After Allowance**

To the extent that a Disputed Claim ultimately becomes an Allowed Claim or Allowed Interest, distributions (if any) shall be made to the holder of such Allowed Claim or Allowed Interest (as applicable) in accordance with the provisions of the Plan. As soon as practicable after the date that the order or judgment of the Bankruptcy Court allowing any Disputed Claim or Disputed Interest becomes a Final Order, the Disbursing Agent shall provide to the holder of such Claim or Interest the distribution (if any) to which such holder is entitled under the Plan as of the Effective Date, without any interest, dividends, or accruals to be paid on account of such Claim or Interest unless required under applicable bankruptcy law.

## **G. Treatment of Executory Contracts and Unexpired Leases**

### **1. Assumption and Rejection of Executory Contracts and Unexpired Leases Under the Plan**

On the Effective Date, except as otherwise provided in the Plan, all Executory Contracts or Unexpired Leases not previously assumed or rejected pursuant to an order of the Bankruptcy Court, will be deemed rejected by the applicable Reorganized Debtor in accordance with the provisions and requirements of sections 365 and 1123 of the Bankruptcy Code, other than those Executory Contracts or Unexpired Leases that: (1) previously were assumed or rejected by the Debtors; (2) previously expired or terminated pursuant to their own terms; (3) are specifically designated on the Schedule of Assumed Contracts and Leases; (4) are subject to a motion to assume Executory Contracts or Unexpired Leases that is pending on the Confirmation Date; or (5) are subject to a motion to assume an Executory Contract or Unexpired Lease pursuant to which the requested effective date of such assumption is after the Effective Date.

Entry of the Confirmation Order by the Bankruptcy Court shall constitute an order approving the assumptions or rejections, as applicable, of the Executory Contracts and Unexpired Leases set forth in the Plan and the Schedule of Assumed Contracts and Leases pursuant to sections 365(a) and 1123 of the Bankruptcy Code. Any motions to reject Executory Contracts or Unexpired Leases pending on the Effective Date shall be subject to approval by the Bankruptcy Court on or after the Effective Date by a Final Order. Each Executory Contract and Unexpired Lease assumed pursuant to Article V.A of the Plan or by any order of the Bankruptcy Court, which has not been assigned to a third party prior to the Confirmation Date, shall revert in and be fully enforceable by the Reorganized Debtors in accordance with its terms, except as such terms are modified by the provisions of the Plan or any order of the Bankruptcy Court authorizing and providing for its assumption under applicable federal law. Notwithstanding anything to the contrary in the Plan, the Debtors or the Reorganized Debtors, as applicable, with the consent of the Required Consenting Lenders, reserve the right to alter, amend, modify, or supplement the Schedules identified in Article V of the Plan and in the Plan Supplement at any time through and including 45 days after the Effective Date. Any Executory Contracts or Unexpired Leases removed from the Schedule of Assumed Contracts and Leases after the Effective Date shall be deemed rejected as of the date the Reorganized Debtors file a notice reflecting the same.

### **2. Indemnification Obligations**

All indemnification provisions, consistent with applicable law, currently in place (whether in the by-laws, certificates of incorporation or formation, limited liability company agreements, other organizational documents, board resolutions, indemnification agreements, employment contracts, or otherwise) for the directors, officers, managers, employees, attorneys, accountants, investment bankers, and other professionals of the Debtors, as applicable as of the Petition Date, shall be reinstated and remain intact, irrevocable, and shall survive the Effective Date on terms no less favorable to such current directors, officers, managers, employees, attorneys, accountants, investment bankers, and other professionals of the Debtors than the indemnification provisions in place prior to the Effective Date. Any indemnification obligations

to Former Directors and Officers of the Debtors shall be terminated on the Effective Date and be of no further force and effect.

### **3. Claims Based on Rejection of Executory Contracts or Unexpired Leases**

Unless otherwise provided by a Final Order of the Bankruptcy Court, all Proofs of Claim with respect to Claims arising from the rejection of Executory Contracts or Unexpired Leases, pursuant to the Plan or the Confirmation Order, if any, must be Filed with the Bankruptcy Court within thirty (30) days after the later of (1) the date of entry of an order of the Bankruptcy Court (including the Confirmation Order) approving such rejection, (2) the effective date of such rejection, (3) the Effective Date, or (4) the date after the Effective Date that the applicable Schedules are altered, amended, modified, or supplemented, but only with respect to any Executory Contract or Unexpired Lease thereby affected. Any Claims arising from the rejection of an Executory Contract or Unexpired Lease not Filed with the Bankruptcy Court within such time will be automatically disallowed, forever barred from assertion, and shall not be enforceable against the Debtors or the Reorganized Debtors, the Estates, or their property without the need for any objection by the Reorganized Debtors or further notice to, or action, order, or approval of the Bankruptcy Court or any other Entity, and any Claim arising out of the rejection of the Executory Contract or Unexpired Lease shall be deemed fully satisfied, released, and discharged, notwithstanding anything in the Schedules or a Proof of Claim to the contrary. All Allowed Claims arising from the rejection of the Debtors' Executory Contracts or Unexpired Leases shall be classified as General Unsecured Claims and shall be treated in accordance with Article III.D.6 of the Plan.

### **4. Cure of Defaults for Assumed Executory Contracts and Unexpired Leases**

Any monetary defaults under each Executory Contract and Unexpired Lease to be assumed pursuant to the Plan shall be satisfied, pursuant to section 365(b)(1) of the Bankruptcy Code, by payment of the default amount in Cash on the Effective Date, subject to the limitation described below, or on such other terms as the parties to such Executory Contracts or Unexpired Leases may otherwise agree. In the event of a dispute regarding (1) the amount of any payments to cure such a default, (2) the ability of the Reorganized Debtors or any assignee to provide "adequate assurance of future performance" (within the meaning of section 365 of the Bankruptcy Code) under the Executory Contract or Unexpired Lease to be assumed, or (3) any other matter pertaining to assumption, the cure payments required by section 365(b)(1) of the Bankruptcy Code shall be made following the entry of a Final Order or orders resolving the dispute and approving the assumption. Pursuant to the Approval Order, the Debtors shall provide for notices of proposed assumption and proposed cure amounts and for procedures for objecting thereto and resolution of disputes by the Bankruptcy Court.

Assumption of any Executory Contract or Unexpired Lease pursuant to the Plan or otherwise shall result in the full release and satisfaction of any Claims or defaults, whether monetary or nonmonetary, including defaults of provisions restricting the change in control or ownership interest composition or other bankruptcy-related defaults, arising under any assumed Executory Contract or Unexpired Lease at any time prior to the effective date of assumption.

Any Proofs of Claim Filed with respect to an Executory Contract or Unexpired Lease that has been assumed shall be deemed disallowed and expunged, without further notice to or action, order, or approval of the Bankruptcy Court.

#### **5. Preexisting Obligations to the Debtors under Executory Contracts and Unexpired Leases**

Each of the Debtors' insurance policies and any agreements, documents, or instruments relating thereto, are treated as Executory Contracts under the Plan. Unless otherwise provided in the Plan, on the Effective Date, (1) the Debtors shall be deemed to have assumed all insurance policies and any agreements, documents, and instruments relating to coverage of all insured Claims and (2) such insurance policies and any agreements, documents, or instruments relating thereto shall revert in the Reorganized Debtors.

#### **6. Insurance Policies**

Each of the Debtors' insurance policies and any agreements, documents, or instruments relating thereto, are treated as Executory Contracts under the Plan. Unless otherwise provided in the Plan, on the Effective Date, (1) the Debtors shall be deemed to have assumed all insurance policies and any agreements, documents, and instruments relating to coverage of all insured Claims and (2) such insurance policies and any agreements, documents, or instruments relating thereto shall revert in the Reorganized Debtors.

#### **7. Modifications, Amendments, Supplements, Restatements, or Other Agreements**

Unless otherwise provided in the Plan, each Executory Contract or Unexpired Lease that is assumed shall include all modifications, amendments, supplements, restatements, or other agreements that in any manner affect such Executory Contract or Unexpired Lease, and all Executory Contracts and Unexpired Leases related thereto, if any, including all easements, licenses, permits, rights, privileges, immunities, options, rights of first refusal, and any other interests, unless any of the foregoing agreements has been previously rejected or repudiated or is rejected or repudiated under the Plan.

Modifications, amendments, supplements, and restatements to prepetition Executory Contracts and Unexpired Leases that have been executed by the Debtors during the Chapter 11 Cases shall not be deemed to alter the prepetition nature of the Executory Contract or Unexpired Lease, or the validity, priority, or amount of any Claims that may arise in connection therewith.

#### **8. Reservation of Rights**

Neither the exclusion nor inclusion of any Executory Contract or Unexpired Lease on the Schedule of Assumed Contracts and Leases, nor anything contained in the Plan, shall constitute an admission by the Debtors that any such contract or lease is in fact an Executory Contract or Unexpired Lease or that any of the Reorganized Debtors has any liability thereunder. If there is a dispute regarding whether a contract or lease is or was executory or unexpired at the time of assumption or rejection, the Debtors or the Reorganized Debtors, as applicable, shall



have thirty (30) days following entry of a Final Order resolving such dispute to alter their treatment of such contract or lease under the Plan.

#### **9. Non-occurrence of Effective Date**

In the event that the Effective Date does not occur, the Bankruptcy Court shall retain jurisdiction with respect to any request to extend the deadline for assuming or rejecting Executory Contracts and Unexpired Leases pursuant to section 365(d)(4) of the Bankruptcy Code.

#### **10. Contracts and Leases Entered into after the Petition Date**

Contracts and leases entered into after the Petition Date by any Debtor, including any Executory Contracts and Unexpired Leases assumed by such Debtor, will be performed by the applicable Debtor or the Reorganized Debtors liable thereunder in the ordinary course of their business. Accordingly, such contracts and leases (including any assumed Executory Contracts and Unexpired Leases) will survive and remain unaffected by entry of the Confirmation Order.

### **ARTICLE VIII.**

#### **MEANS FOR EXECUTION AND IMPLEMENTATION OF THE PLAN**

##### **A. Corporate Existence**

Except as otherwise provided in the Plan, the Updated Governance Documents, or any agreement, instrument, or other document incorporated in the Plan or the Plan Supplement, each Debtor shall continue to exist after the Effective Date as a separate entity, limited liability company, partnership, or other form, as the case may be, with all the powers of a limited liability company, partnership, or other form, as the case may be, pursuant to the applicable law in the jurisdiction in which each applicable Debtor is incorporated or formed and pursuant to the respective certificate of incorporation and by-laws (or other formation documents) in effect prior to the Effective Date, except to the extent such certificate of incorporation and by-laws (or other formation documents) are amended under the Plan or otherwise, and to the extent such documents are amended, such documents are deemed to be amended pursuant to the Plan and require no further action or approval (other than any requisite filings required under applicable state, provincial, or federal law).

##### **B. Reorganized Debtors**

On the Effective Date, the New Parent Board shall be established, and the Reorganized Debtors shall adopt their Updated Governance Documents. The Reorganized Debtors shall have the authority to adopt any other agreements, documents, and instruments and to take any other actions contemplated under the Plan as necessary to consummate the Plan.

##### **C. Restructuring Transactions**

On the Effective Date, the Term Loan Lenders will contribute (the “Contribution”), Pro Rata, all of their rights, title and interests as lenders in and to VPROP under the Term Loan Agreement (the “Specified Pre-Petition Debt”) as described in Article III.D.3 of the Plan.

Following the Issuance (as defined below), Vista HoldCo shall transfer 100% of the equity interests of (representing all of its ownership interests in) VPROP to the New Parent Company (the “VPROP Equity Transfer”) and the Specified Pre-Petition Debt shall be extinguished. Following the VPROP Equity Transfer, the holders of Existing Equity of Vista HoldCo will dissolve Vista HoldCo.

Further, on the Effective Date, the applicable Debtors or Reorganized Debtors shall enter into any other transaction and shall take any other actions as may be necessary or appropriate to effect any transaction described in, approved by, contemplated by, or necessary to effectuate the Plan, including the issuance of all securities, notes, instruments, certificates, and other documents required to be issued pursuant to the Plan. The actions to implement the Restructuring Transactions may include: (1) the execution and delivery of appropriate agreements or other documents of merger, amalgamation, consolidation, restructuring, conversion, disposition, transfer, arrangement, continuance, dissolution, sale, purchase, or liquidation containing terms that are consistent with the terms of the Plan and that satisfy the applicable requirements of applicable law and any other terms to which the applicable Entities may agree; (2) the execution and delivery of appropriate instruments of transfer, assignment, assumption, or delegation of any asset, property, right, liability, debt, or obligation on terms consistent with the terms of the Plan and having other terms for which the applicable parties agree; (3) the filing of appropriate certificates or articles of incorporation, reincorporation, merger, consolidation, conversion, amalgamation, arrangement, continuance, or dissolution pursuant to applicable state or provincial law; and (4) all other actions that the applicable Entities determine to be necessary, including making filings or recordings that may be required by applicable law in connection with the Plan. The Confirmation Order shall, and shall be deemed to, pursuant to sections 363 and 1123 of the Bankruptcy Code, authorize, among other things, all actions as may be necessary or appropriate to effect any transaction described in, contemplated by, or necessary to effectuate the Plan.

#### **D. Sources of Plan Distributions**

Distributions under the Plan shall be funded with: (1) Cash on hand; (2) the ABL Priority Collateral; (3) the MAALT Priority Collateral; (4) the issuance and distribution of the New Equity Interests; and (5) the Exit Facility; (6) the GUC Cash Pool (if any); and (7) interests in the Litigation Trust, as applicable.

##### **1. Issuance of Equity Interests**

On the Effective Date, the New Parent Company will issue the New Equity Interests, Pro Rata, to the holders of the Allowed Term Loan Secured Claims (the “Issuance”). New Parent Company will take all necessary corporate action to effect the Issuance. The Issuance is authorized without the need for any further corporate action or without any further action by the holders of Claims or Interests. On the Effective Date, the Debtors or the Reorganized Debtors, as applicable, shall issue all securities, notes, instruments, certificates, and other documents necessary to effect the Issuance. All of the shares, units or equity interests (as the case may be based on how the New Equity Interests are denominated) of the New Equity Interests issued shall be duly authorized, validly issued, fully paid, and non-assessable.

## 2. Exit Facility

On the Effective Date, the Reorganized Debtors shall be authorized to enter into the Exit Facility and execute the Exit Facility Documents substantially in the form contained or described in the Plan Supplement, and any related agreements or filing without the need for any further corporate or organizational action and without further action by or approval of the Bankruptcy Court. The terms of the Tranche A Exit Facility Notes, Tranche B Exit Facility Notes, and Tranche C Exit Facility Notes shall include (i) interest of LIBOR + 9.50% paid in kind for the first year, (ii) original issue discount of 3.00%, (iii) 4 year term, and (iv) no amortization. Additionally, the Exit Facility Documents shall provide that Tranche A Facility Notes shall have priority over the Tranche B Facility Notes, which shall have priority over the Tranche C Facility Notes.

Confirmation shall be deemed approval of the Exit Facility (including the transactions contemplated thereby, and all actions to be taken, undertakings to be made, and obligations to be incurred and fees paid by the Debtors or the Reorganized Debtors in connection therewith), to the extent not approved by the Bankruptcy Court previously, and the Reorganized Debtors are authorized to execute and deliver those documents necessary or appropriate to obtain the Exit Facility, including any and all documents required to enter into the Exit Facility, without further notice to or order of the Bankruptcy Court, act or action under applicable law, regulation, order, or rule, or vote, consent, authorization, or approval of any Person, subject to such modifications as the Reorganized Debtors, in consultation with the Exit Agent, may deem to be necessary to consummate entry into the Exit Facility.

On the Effective Date, (a) upon the granting of Liens in accordance with the Exit Facility, the Exit Agent shall have valid, binding and enforceable Liens on the collateral specified in the Exit Facility Documents, which Liens shall be deemed perfected as of the Effective Date, subject only to such Liens and security interests as may be permitted under the respective Exit Facility Documents; and (b) upon the granting of guarantees, mortgages, pledges, Liens and other security interests in accordance with the Exit Facility Documents, the guarantees, mortgages, pledges, Liens and other security interests granted to secure the obligations arising under the Exit Facility shall be granted in good faith and shall be deemed not to constitute a fraudulent conveyance or fraudulent transfer, shall not otherwise be subject to avoidance, and the priorities of such Liens and security interests shall be as set forth in the Exit Facility Documents.

### E. Vesting of Assets in the Reorganized Debtors

Except with respect to the Litigation Trust Assets and except as otherwise provided in the Plan or any agreement, instrument, or other document incorporated in, or entered into in connection with or pursuant to, the Plan (including the Exit Facility Documents) or the Plan Supplement, on the Effective Date, all property in each Estate, all Retained Causes of Action, and any property acquired by any of the Debtors pursuant to the Plan shall vest in each respective Reorganized Debtor, free and clear of all Liens, Claims, charges, or other encumbrances. On and after the Effective Date and, in the case of a Secured Claim, satisfaction in full of the portion of the Secured Claim that is Allowed as of the Effective Date, except as otherwise provided in the Plan, each Reorganized Debtor may operate its business and may use, acquire, or dispose of property and compromise or settle any Claims, Interests, or Retained

Causes of Action without supervision or approval by the Bankruptcy Court and free of any restrictions of the Bankruptcy Code or Bankruptcy Rules. Failure to include a Cause of Action on the Schedule of Retained Causes of Action shall not constitute a waiver or release of such Cause of Action.

#### **F. Cancellation of Existing Equity and Agreements**

On the Effective Date, except to the extent otherwise provided in the Plan, the Plan Supplement, or any agreement, instrument, or other document incorporated in the Plan or the Plan Supplement, all notes, instruments, certificates, and other documents evidencing Claims or Interests, including credit agreements and indentures, shall be cancelled and the obligations of the Debtors thereunder or in any way related thereto shall be deemed satisfied in full, cancelled, discharged, and of no force or effect. Holders of or parties to such cancelled instruments and other documentation will have no rights arising from or relating to such instruments and other documentation, or the cancellation thereof, except the rights provided for pursuant to the Plan.

Notwithstanding the foregoing, the DIP Facility and Term Loan Facility shall continue in effect to the extent necessary to (i) allow the DIP Agent and the Term Loan Agent, as applicable in accordance with Article II and Article III of the Plan, to make distributions to the holders of DIP Facility Claims and Term Loan Secured Claims; (ii) allow the DIP Agent and the Term Loan Agent to maintain any right of indemnification, exculpation, contribution, subrogation or any other claim or entitlement it may have under the DIP Loan Documents or the Term Loan Documents, or both; (iii) permit the DIP Agent and the Term Loan Agent to appear before the Bankruptcy Court or any other court of competent jurisdiction after the Effective Date; (iv) permit the DIP Agent and the Term Loan Agent to perform any functions that are necessary to effectuate the foregoing; and (v) to exercise rights and obligations relating to the interests of the DIP Secured Parties or Term Loan Secured Parties, or both.

#### **G. Corporate Action**

On the Effective Date, all actions contemplated under the Plan shall be deemed authorized and approved in all respects, including: (1) selection of the directors and officers for the Reorganized Debtors as named in the Plan or the Plan Supplement; (2) the distribution of the equity interest of Reorganized VPROP; (3) implementation of the Restructuring Transactions; (4) entry into the Exit Facility Documents; (5) adoption of the Updated Governance Documents; (6) the rejection, assumption, or assumption and assignment, as applicable, of Executory Contracts and Unexpired Leases; (7) funding of the GUC Cash Pool; (8) the establishment of the Litigation Trust; and (9) all other acts or actions contemplated or reasonably necessary or appropriate to promptly consummate the Restructuring Transactions contemplated by the Plan (whether to occur before, on, or after the Effective Date).

All matters provided for in the Plan involving the corporate structure of the Debtors or the Reorganized Debtors, and any corporate action required by the Debtors or the Reorganized Debtors, as applicable, in connection with the Plan shall be deemed to have occurred and shall be in effect, without any requirement of further action by the security holders, directors, or officers of the Debtors or the Reorganized Debtors, as applicable. As applicable, on or prior to the Effective Date, the appropriate officers of the Debtors or the Reorganized Debtors, shall be

authorized and directed to issue, execute, and deliver the agreements, documents, and instruments contemplated under the Plan (or necessary or desirable to effect the transactions contemplated under the Plan) in the name of and on behalf of the Reorganized Debtors, including the New Equity Interests, the Updated Governance Documents, the Exit Facility Documents, interests in the Litigation Trust, and any and all other agreements, documents, securities, and instruments relating to the foregoing. The authorizations and approvals contemplated by Article IV of the Plan shall be effective notwithstanding any requirements under non-bankruptcy law.

## **H. Updated Governance Documents**

On or immediately prior to the Effective Date, the Updated Governance Documents shall be adopted as may be necessary to effectuate the transactions contemplated by the Plan. Each of the Reorganized Debtors will file its Updated Governance Documents with the applicable Secretaries of State and/or other applicable authorities in its respective state, province, or country of incorporation in accordance with the corporate laws of the respective state, province, or country of incorporation. The Updated Governance Documents will prohibit the issuance of non-voting equity securities, to the extent required under Bankruptcy Code section 1123(a)(6). After the Effective Date, the Reorganized Debtors may amend and restate their respective Updated Governance Documents and other constituent documents as permitted by the terms thereof and applicable law. The Updated Governance Documents shall be in form and substance reasonably satisfactory to the Required Consenting Lenders. Among other things, the Updated Governance Documents shall reflect a form of the New Parent Company that provides for a tax efficient treatment satisfactory to the Required Consenting Lenders, in consultation with the Debtors.

Further, the applicable Updated Governance Documents will contain the maximum waiver of fiduciary duties (including waiver of corporate opportunities and any similar doctrines for other investment opportunities) permitted by law. The Updated Governance Documents shall be included in the Plan Supplement.

## **I. Governance and Board of the Reorganized Debtors**

Control of the New Parent Company will be vested in the New Parent Board, who will manage and govern the affairs of the New Parent Company. As of the Effective Date, the terms of the current members of the board of directors of the Debtors shall expire, and the initial boards of directors, including the New Parent Board, and the officers of each of the Reorganized Debtors shall be appointed in accordance with the respective governance documents for the New Parent Company and the Updated Governance Documents, as applicable. The New Parent Board will be comprised of seven (7) directors, with such directors initially being as follows upon the Effective Date: (a) four (4) directors designated and appointed by the Term Loan Agent; (b) one (1) director designated and appointed by AG Energy Funding, LLC; (c) one (1) director designated and appointed by MSD Credit Opportunity Fund, L.P.; and (d) one (1) independent director. Each director will have one vote; provided, that any director appointed by the Term Loan Agent will have the right to vote on behalf of any other director appointed by the Term Loan Agent when and to the extent any such other director appointed by the Term Loan Agent is not present.

In accordance with section 1129(a)(5) of the Bankruptcy Code, the identities and affiliations of the members of the New Parent Board and any Person proposed to serve as an officer of the Reorganized Debtors shall be disclosed at or before the Confirmation Hearing, in each case to the extent the identity of such proposed director or officer is known at such time. To the extent any such director or officer of the Reorganized Debtors is an Insider, the Debtors also will disclose the nature of any compensation to be paid to such director or officer. Each such director and officer shall serve from and after the Effective Date pursuant to the terms of the Updated Governance Documents and other constituent documents of the Reorganized Debtors.

#### **J. Effectuating Documents; Further Transactions**

On and after the Effective Date, the Reorganized Debtors, and the officers and managers thereof, are authorized to and may issue, execute, deliver, file, or record such contracts, securities, instruments, releases, and other agreements or documents and take such actions as may be necessary to effectuate, implement, and further evidence the terms and conditions of the Plan and the securities issued pursuant to the Plan in the name of and on behalf of the Reorganized Debtors, without the need for any approvals, authorization, or consents except for those expressly required pursuant to the Plan.

#### **K. Section 1146 Exemption**

To the fullest extent permitted by section 1146(a) of the Bankruptcy Code, any transfers (whether from a Debtor to a Reorganized Debtor or to any other Person) of property under the Plan or pursuant to: (1) the issuance, distribution, transfer, or exchange of any debt, equity interest, or other interest in the Debtors or the Reorganized Debtors; (2) the Restructuring Transactions; (3) the creation, modification, consolidation, termination, refinancing, and/or recording of any mortgage, deed of trust, or other security interest, or the securing of additional indebtedness by such or other means; (4) the making, assignment, or recording of any lease or sublease; (5) the grant of collateral as security for the Exit Facility; or (6) the making, delivery, or recording of any deed or other instrument of transfer under, in furtherance of, or in connection with, the Plan, including any deeds, bills of sale, assignments, or other instrument of transfer executed in connection with any transaction arising out of, contemplated by, or in any way related to the Plan, shall not be subject to any document recording tax, stamp tax, conveyance fee, intangibles or similar tax, mortgage tax, real estate transfer tax, mortgage recording tax, Uniform Commercial Code filing or recording fee, regulatory filing or recording fee, or other similar tax or governmental assessment, and upon entry of the Confirmation Order, the appropriate state or local governmental officials or agents shall forego the collection of any such tax or governmental assessment and accept for filing and recordation any of the foregoing instruments or other documents without the payment of any such tax, recordation fee, or governmental assessment. All filing or recording officers (or any other Person with authority over any of the foregoing), wherever located and by whomever appointed, shall comply with the requirements of section 1146(c) of the Bankruptcy Code, shall forego the collection of any such tax or governmental assessment, and shall accept for filing and recordation any of the foregoing instruments or other documents without the payment of any such tax or governmental assessment.

**L. Director and Officer Liability Insurance**

On or before the Effective Date, the Debtors shall obtain director and officer liability insurance coverage following the Effective Date on terms no less favorable to the insureds than the Debtors' existing director and officer coverage and with an aggregate limit of liability upon the Effective Date of no less than the aggregate limit of liability under the existing director and officer coverage.

**M. Management Incentive Plan**

After the Effective Date, the New Parent Company will negotiate in good faith to implement a Management Incentive Plan; provided that such Management Incentive Plan shall be subject to the approval of the New Parent Board.

**N. Employee and Retiree Benefits**

Unless otherwise provided in the Plan and subject to approval by the New Parent Board, all employee wages, compensation, and benefit programs in place as of the Effective Date with the Debtors shall be assumed by the Reorganized Debtors and shall remain in place as of the Effective Date, and the Reorganized Debtors will continue to honor such agreements, arrangements, programs, and plans. Notwithstanding the foregoing, pursuant to section 1129(a)(13) of the Bankruptcy Code, from and after the Effective Date, all retiree benefits (as such term is defined in section 1114 of the Bankruptcy Code), if any, shall continue to be paid in accordance with applicable law.

**O. Retained Causes of Action**

Except as otherwise provided in the Plan, or in any contract, instrument, release, or other agreement entered into in connection with the Plan, and excluding the Litigation Trust Causes of Action, in accordance with section 1123(b)(3) of the Bankruptcy Code, the Reorganized Debtors shall retain and shall have the exclusive right, authority, and discretion to (without further order of the Bankruptcy Court) determine and to initiate, file, prosecute, enforce, abandon, settle, compromise, release, or withdraw, or litigate to judgment any and all Retained Causes of Action that the Debtors or the Estates may hold against any Entity, whether arising before or after the Petition Date. The Debtors reserve and shall retain the foregoing Retained Causes of Action notwithstanding the rejection of any Executory Contract or Unexpired Lease during the Chapter 11 Cases.

Unless a Retained Cause of Action is expressly waived, relinquished, released, compromised or settled in the Plan or any Final Order of the Bankruptcy Court, the Debtors expressly reserve such Retained Cause of Action (including any counterclaims) for later adjudication by the Reorganized Debtors. Therefore, no preclusion doctrine, including the doctrines of res judicata, collateral, estoppel, issue preclusion, claim preclusion, waiver, estoppel (judicial, equitable or otherwise) or laches shall apply to such Retained Causes of Action (including counterclaims) on or after the Confirmation of the Plan.

## **P. Litigation Trust**

The Litigation Trust will be governed by the Litigation Trust Agreement, which will be filed as part of the Plan Supplement. On the Effective Date, the Reorganized Debtors, on their own behalf and on behalf of the Litigation Trust Beneficiaries, shall execute the Litigation Trust Agreement and shall take all other steps necessary to establish the Litigation Trust in accordance with and pursuant to the terms of the Litigation Trust Agreement.

The Litigation Trust shall be established as a liquidating grantor trust for the purpose of liquidating and distributing the Litigation Trust Assets to the Litigation Trust Beneficiaries in accordance with this Plan and Treasury Regulation Section 301.7701-4(d), with no objective to continue or engage in the conduct of a trade or business. All parties and Litigation Trust Beneficiaries shall treat the transfers in trust described herein as transfers to the Litigation Trust Beneficiaries for all purposes of the Internal Revenue Code of 1986, as amended (including, sections 61(a)(12), 483, 1001, 1012, and 1274). All the parties and Litigation Trust Beneficiaries shall treat the transfers in trust as if all the transferred assets, including all the Litigation Trust Assets, had been first transferred to the Litigation Trust Beneficiaries and then transferred by the Litigation Trust Beneficiaries. The Litigation Trust Beneficiaries shall be treated for all purposes of the Internal Revenue Code of 1986, as amended, as the grantors of the Litigation Trust and the owners of the Litigation Trust. The Litigation Trustee shall file returns for the Litigation Trust as a grantor trust pursuant to Treasury Regulations section 1.671-4(a) or (b). All parties, including the Litigation Trust Beneficiaries and the Litigation Trustee shall value the Litigation Trust Assets consistently and such valuations shall be used for all federal income tax purposes.

The Reorganized Debtors shall transfer the Litigation Trust Assets to the Litigation Trust. Such transfers shall be exempt from any stamp, real estate transfer, mortgage reporting, sales, use, or other similar tax. Upon delivery of the Litigation Trust Assets to the Litigation Trust, the Reorganized Debtors shall be released from all liability with respect to the delivery of such distributions.

The Litigation Trust Agreement shall provide for the appointment of the Litigation Trustee. The Litigation Trustee shall be selected by the Required Consenting Lenders, and the Debtors will disclose the identity of the initial Litigation Trustee in the Plan Supplement. The retention of the Litigation Trustee shall be approved in the Confirmation Order.

The Litigation Trustee shall have the power to administer the assets of the Litigation Trust in accordance with the Litigation Trust Agreement. The Litigation Trustee shall be the estate representative designated to prosecute any and all Litigation Trust Causes of Action. Without limiting the generality of the foregoing, the Litigation Trustee shall (a) hold, administer and prosecute the assets of the Litigation Trust and any proceeds thereof; (b) have the power and authority to retain, as an expense of the Litigation Trust, attorneys, advisors, other professionals and employees as may be appropriate to perform the duties required of the Litigation Trustee under the Litigation Trust Agreement; (c) make distributions as provided in the Litigation Trust Agreement; and (d) provide periodic reports and updates regarding the status of the administration of the Litigation Trust. The Litigation Trustee shall be deemed a Disbursing Agent under the Plan when making distributions to holders of Litigation Trust Interests pursuant to the Litigation Trust Agreement.



As soon as reasonably practicable after the Effective Date, the Reorganized Debtors will transfer the GUC Cash Pool, if any, to the Litigation Trust to fund its operations under the Plan and the Litigation Trust Agreement. Under no circumstances shall the Debtors or the Reorganized Debtors be required to contribute any of their respective assets to the Litigation Trust other than the GUC Cash Pool and the Litigation Trust Assets.

The Debtors or Reorganized Debtors, as applicable, shall provide the Litigation Trust with reasonable access to the books and records of the Debtors or Reorganized Debtors concerning the Litigation Trust Causes of Action. In connection with the transfer of the Litigation Trust Causes of Action, any attorney-client privilege, work-product privilege, or other privilege or immunity attaching to any documents or communications (whether written or oral) to the extent related to the Litigation Trust Causes of Action shall be shared by the Litigation Trust and the Reorganized Debtors and shall vest in the Litigation Trustee and attorneys, agents, and representatives to the extent necessary to effect such shared privilege. The Debtors or the Reorganized Debtors, as the case may be, and the Litigation Trustee are authorized to take all necessary actions to effectuate the sharing and vesting of such privileges. The Confirmation Order shall provide that the Litigation Trustee's receipt of the shared privileges shall be without waiver of any such privileges, in recognition of the joint and/or successorship interest in prosecuting claims on behalf of the Debtors' Estates. The Litigation Trustee shall not waive any privilege with respect to any documents or communication covered under this Section without the prior written consent of the Reorganized Debtors.

The transfer of the GUC Cash Pool and the Litigation Trust Assets to the Litigation Trust shall be made, as provided herein, for the benefit of the Litigation Trust Beneficiaries. Upon the transfer of the GUC Cash Pool and the Litigation Trust Assets, the Debtors or the Reorganized Debtors, as the case may be, shall have no interest in or with respect to the GUC Cash Pool, the Litigation Trust Assets or the Litigation Trust. To the extent that any Litigation Trust Assets cannot be transferred to the Litigation Trust because of a restriction on transferability under applicable non-bankruptcy law that is not superseded or preempted by section 1123 of the Bankruptcy Code or any other provision of the Bankruptcy Code, such Litigation Trust Assets shall be deemed to have been retained by the Reorganized Debtors and the Litigation Trustee shall be deemed to have been designated as a representative of the Reorganized Debtors pursuant to section 1123(b)(3)(B) of the Bankruptcy Code to enforce and pursue such Litigation Trust Assets on behalf of the Reorganized Debtors. Notwithstanding the foregoing, all net proceeds of such Litigation Trust Assets shall be transferred to the Litigation Trust to be distributed to the Litigation Trust Beneficiaries consistent with the terms of the Plan and the Litigation Trust Agreement.

#### **Q. Release of Debtors**

**Pursuant to section 1141(d) of the Bankruptcy Code, and except as otherwise specifically provided in the Plan, the Confirmation Order, or in any contract, instrument, or other agreement or document created pursuant to the Plan, the distributions, rights, and treatment that are provided in the Plan shall be in complete satisfaction, discharge, and release, effective as of the Effective Date, of Claims (including any Intercompany Claims resolved or compromised after the Effective Date), Interests, and Causes of Action of any nature whatsoever, including any interest accrued on Claims or Interests from and after**

the Petition Date, whether known or unknown, against, liabilities of, liens on, obligations of, rights against, and Interests in, the Debtors or any of their assets or properties, regardless of whether any property shall have been distributed or retained pursuant to the Plan on account of such Claims and Interests, including demands, liabilities, and Causes of Action that arose before the Effective Date, any liability (including withdrawal liability) to the extent such Claims or Interests relate to services performed by employees of the Debtors prior to the Effective Date and that arise from a termination of employment, any contingent or non-contingent liability on account of representations or warranties issued on or before the Effective Date, and all debts of the kind specified in sections 502(g), 502(h), or 502(i) of the Bankruptcy Code, in each case whether or not: (a) a Proof of Claim based upon such debt or right is filed or deemed filed pursuant to section 501 of the Bankruptcy Code; (b) a Claim or Interest based upon such debt, right, or Interest is Allowed pursuant to section 502 of the Bankruptcy Code; or (c) the holder of such a Claim or Interest has accepted the Plan. The Confirmation Order shall be a judicial determination of the discharge of all Claims and Interests subject to the occurrence of the Effective Date.

#### **R. Release of Liens**

Except as otherwise provided in the Plan, or any contract, instrument, release, or other agreement or document created pursuant to the Plan, on the Effective Date and concurrently with the applicable distributions made pursuant to the Plan and, in the case of a Secured Claim, satisfaction in full of the portion of the Secured Claim that is Allowed as of the Effective Date, except for Other Secured Claims that the Debtors elect to reinstate in accordance with Article III.D. of the Plan, all mortgages, deeds of trust, Liens, pledges, or other security interests against any property of the Estates shall be fully released and discharged, and all of the right, title, and interest of any holder of such mortgages, deeds of trust, Liens, pledges, or other security interests shall revert to the Reorganized Debtors and their successors and assigns. On and after the Effective Date, any holder of such Secured Claim (and the applicable agents for such holder), at the expense of the Reorganized Debtors, shall be authorized and directed to release any collateral or other property of any Debtor (including any Cash collateral and possessory collateral) held by such holder (and the applicable agents for such holder), and to take such actions as may be reasonably requested by the Reorganized Debtors to evidence the release of such Lien, including the execution, delivery, and filing or recording of such releases. The presentation or filing of the Confirmation Order to or with any federal, state, provincial, or local agency or department shall constitute good and sufficient evidence of, but shall not be required to effect, the termination of such Liens.

Without limiting the automatic release provisions of the immediately preceding paragraph: (i) except for distributions required under Article II. and Article III.D. of the Plan, no other distribution under the Plan shall be made to or on behalf of any Claim holder unless and until such holder executes and delivers to the Debtors or Reorganized Debtors such release of liens or otherwise turns over and releases such Cash, pledge or other possessory liens; and (ii) any such holder that fails to execute and deliver such release of liens within 180 days of the Effective Date shall be deemed to have no Claim against the Debtors or their assets or property in respect of such Claim and shall not participate in any distribution under the Plan.

## S. Releases by the Debtors

Except as provided for in the Plan or the Confirmation Order, pursuant to section 1123(b) of the Bankruptcy Code, for good and valuable consideration, on and after the Effective Date, each Released Party<sup>13</sup> is deemed released and discharged by the Debtors, the Reorganized Debtors, and their Estates from any and all Causes of Action, including any derivative claims, asserted on behalf of the Debtors, that the Debtors, the Reorganized Debtors, or their Estates would have been legally entitled to assert in their own right (whether individually or collectively) or on behalf of the holder of any Claim against, or Interest in, a Debtor or other Entity, based on or relating to, or in any manner arising from, in whole or in part, the Debtors, the Debtors' in- or out-of-court restructuring efforts, the Exit Facility, the Chapter 11 Cases, the formulation, preparation, dissemination, negotiation or filing of the Disclosure Statement, the DIP Facility, the Plan, the Exit Facility or any Restructuring Transaction, contract, instrument, release, or other agreement or document created or entered into in connection with the Disclosure Statement, the DIP Facility, the Plan, the Exit Facility, the filing of the Chapter 11 Cases, the pursuit of Confirmation, the pursuit of Consummation, the administration and implementation of the Plan, including the issuance or distribution of securities pursuant to the Plan, or the distribution of property under the Plan or any other related agreement, or upon any other act or omission, transaction, agreement, event, or other occurrence taking place on or before the Effective Date. Notwithstanding anything to the contrary in the Plan, in the event Class 6 accepts the Plan or the Standing Motion is denied, then the Standing Motion Claims against the Term Loan Secured Parties shall be released pursuant to Article VIII.C of the Plan. In the event Class 6 does not accept the Plan and the Standing Motion is granted, then the Standing Motion Claims against the Term Loan Secured Parties shall be included in the Litigation Trust Causes of Action and shall not be released by the Debtors, the Reorganized Debtors, or their Estates. Notwithstanding anything to the contrary in the foregoing, the releases set forth above do not release obligations of any party or Entity under the Plan, or any document, instrument, or agreement executed to implement the Plan.

The Debtors submit that the consideration provided in exchange for the releases set forth in Article VIII.C of the Plan includes, among other things, the DIP Facility and the Exit Facility, both of which are critical to the Debtors' successful reorganization and emergence from Chapter 11. Furthermore, if Class 6 votes to accept the Plan, then consideration provided in exchange for the releases set forth in Article VIII.C of the Plan also includes the \$500,000 of funding for the

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<sup>13</sup> Pursuant to the Plan, "Released Parties" means "except as provided in Article VIII.C of the Plan, collectively, and in each case solely in their capacities as such: (a) the Debtors; (b) the Reorganized Debtors; (c) the Term Loan Lenders; (d) the Term Loan Agent; (e) the DIP Lenders; (f) the DIP Agent; (g) the Exit Lenders; (h) the Exit Agent; and (i) with respect to each of the foregoing entities in clauses (a) through (h), such Entity's current and former affiliates and subsidiaries, and such Entities' and their current and former affiliates' and subsidiaries' directors, managers, officers, equity holders (regardless of whether such interests are held directly or indirectly), predecessors, successors, and assigns, subsidiaries, and each of their respective current and former equity holders (regardless of whether such interests are held directly or indirectly), officers, directors, managers, principals, members, employees, agents, advisors, advisory board members, financial advisors, partners, attorneys, accountants, investment bankers, consultants, representatives, and other professionals, in each case acting in such capacity at any time on or after the Petition Date; *provided, however*, that notwithstanding the foregoing, R.J. Sikes, Gary Humphreys, Marty Robertson, GMHR Operations, LLC, RJS Holdings, LLC, KCM Enterprises, LP, the Debtors' equity holders as of the Petition Date, and any entity related to R.J. Sikes, Gary Humphreys, or Marty Robertson, other than the Debtors or the Reorganized Debtors, shall not be "Released Parties" under the Plan."

GUC Cash Pool and the Term Loan Secured Parties' agreement to reduce the amount of the Term Loan Deficiency Claim to the amount of all other Allowed General Unsecured Claims. All other claims against the Term Loan Secured Parties, besides the Standing Motion Claims, have been released by the Debtors pursuant to the DIP Financing Order.

#### **T. Releases by Holders of Claims and Interests**

Except as provided for in the Plan or Confirmation Order, as of the Effective Date, each Releasing Party is deemed to have released and discharged each Released Party from any and all Causes of Action, whether known or unknown, including any derivative claims, asserted on behalf of the Debtors, that such Entity would have been legally entitled to assert (whether individually or collectively), based on or relating to, or in any manner arising from, in whole or in part, the Debtors, the Debtors' in or out-of-court restructuring efforts, Intercompany Claims, the Exit Facility, the Chapter 11 Cases, the formulation, preparation, dissemination, negotiation, or filing of the Disclosure Statement, the DIP Facility, the Plan, the Exit Facility, or any Restructuring Transaction, contract, instrument, release, or other agreement or document created or entered into in connection with the Disclosure Statement, the DIP Facility, the Exit Facility, or the Plan, the filing of the Chapter 11 Cases, the pursuit of Confirmation, the pursuit of Consummation, the administration and implementation of the Plan, including the issuance or distribution of securities pursuant to the Plan, or the distribution of property under the Plan or any other related agreement, or upon any other related act or omission, transaction, agreement, event, or other occurrence taking place on or before the Effective Date, except for Causes of Action arising from any act or omission that is determined in a Final Order to have constituted actual fraud, gross negligence, or willful misconduct of such applicable Released Party. Notwithstanding anything to the contrary in the foregoing, the releases set forth above do not release obligations of any party or Entity under the Plan, or any document, instrument, or agreement executed to implement the Plan.

#### **U. Exculpation**

Except as provided for in the Plan or Confirmation Order, no Exculpated Party shall have or incur, and each Exculpated Party is released and exculpated from any Cause of Action for any Claim related to any act or omission in connection with, relating to, or arising out of, the Chapter 11 Cases, the formulation, preparation, dissemination, negotiation, or filing of the Disclosure Statement, the DIP Facility, the Exit Facility, the Plan, or any Restructuring Transaction, contract, instrument, release or other agreement or document created or entered into in connection with the Disclosure Statement or the Plan, the filing of the Chapter 11 Cases, the pursuit of Confirmation, the pursuit of Consummation, the administration and implementation of the Plan, including the issuance of securities pursuant to the Plan, or the distribution of property under the Plan or any other related agreement, except for Causes of Action arising from any act or omission that is determined in a Final Order to have constituted actual fraud, gross negligence, or willful misconduct of such applicable Exculpated Party, but in all respects such Entities shall be entitled to reasonably rely upon the advice of counsel with respect to their duties and responsibilities pursuant to the Plan.

The Section 1125(e) Protected Parties have, and upon completion of the Plan shall be deemed to have, participated in good faith and in compliance with the applicable laws with regard to the solicitation of votes and distribution of consideration pursuant to the Plan and, therefore, are not, and on account of such distributions shall not be, liable at any time for the violation of any applicable law, rule, or regulation governing the solicitation of acceptances or rejections of the Plan or such distributions made pursuant to the Plan. Each of the Section 1125(e) Protected Parties shall be entitled to and granted the protections and benefits of section 1125(e) of the Bankruptcy Code.

## V. Injunction

Except as otherwise expressly provided in the Plan or for obligations issued or required to be paid pursuant to the Plan or the Confirmation Order, all Entities who have held, hold, or may hold Claims or Interests that have been released, discharged, or are subject to exculpation are permanently enjoined, from and after the Effective Date, from taking any of the following actions against, as applicable, the Debtors, the Reorganized Debtors, the Exculpated Parties, or the Released Parties: (a) commencing or continuing in any manner any action or other proceeding of any kind on account of or in connection with or with respect to any such Claims or Interests; (b) enforcing, attaching, collecting, or recovering by any manner or means any judgment, award, decree, or order against such Entities on account of or in connection with or with respect to any such Claims or Interests; (c) creating, perfecting, or enforcing any encumbrance of any kind against such Entities or the property or the estates of such Entities on account of or in connection with or with respect to any such Claims or Interests; (d) asserting any right of setoff, subrogation, or recoupment of any kind against any obligation due from such Entities or against the property of such Entities on account of or in connection with or with respect to any such Claims or Interests unless such holder has filed a motion requesting the right to perform such setoff on or before the Effective Date, and notwithstanding an indication of a Claim or Interest or otherwise that such holder asserts, has, or intends to preserve any right of setoff pursuant to applicable law or otherwise; and (e) commencing or continuing in any manner any action or other proceeding of any kind on account of or in connection with or with respect to any such Claims or Interests released or settled pursuant to the Plan.

## W. Protections against Discriminatory Treatment

Consistent with section 525 of the Bankruptcy Code and the Supremacy Clause of the U.S. Constitution, all Entities, including Governmental Units, shall not discriminate against the Reorganized Debtors or deny, revoke, suspend, or refuse to renew a license, permit, charter, franchise, or other similar grant to, condition such a grant to, discriminate with respect to such a grant against, the Reorganized Debtors, or another Entity with whom the Reorganized Debtors have been associated, solely because each Debtor has been a debtor under chapter 11 of the Bankruptcy Code, has been insolvent before the commencement of the Chapter 11 Cases (or during the Chapter 11 Cases but before the Debtors are granted or denied a discharge), or has not paid a debt that is dischargeable in the Chapter 11 Cases.

## **X. Reimbursement or Contribution**

If the Bankruptcy Court disallows a Claim for reimbursement or contribution of an Entity pursuant to section 502(e)(1)(B) of the Bankruptcy Code, then to the extent that such Claim is contingent as of the time of allowance or disallowance, such Claim shall be forever disallowed and expunged notwithstanding section 502(j) of the Bankruptcy Code, unless prior to the Confirmation Date: (1) such Claim has been adjudicated as non-contingent or (2) the relevant holder of a Claim has Filed a non-contingent Proof of Claim on account of such Claim and a Final Order has been entered prior to the Confirmation Date determining such Claim as no longer contingent.

## **Y. Retention of Jurisdiction**

To the fullest extent permitted by applicable law, and notwithstanding the entry of the Confirmation Order and the occurrence of the Effective Date, on and after the Effective Date, the Bankruptcy Court shall retain exclusive jurisdiction over all matters arising out of, or relating to, the Chapter 11 Cases and the Plan pursuant to sections 105(a) and 1142 of the Bankruptcy Code, including jurisdiction to:

- allow, disallow, determine, liquidate, classify, estimate, or establish the priority, secured or unsecured status, or amount of any Claim or Interest, including the resolution of any request for payment of any Administrative Claim and the resolution of any and all objections to the secured or unsecured status, priority, amount, or allowance of Claims or Interests;
- decide and resolve all matters related to the granting and denying, in whole or in part, any applications for allowance of compensation or reimbursement of expenses to Professionals authorized pursuant to the Bankruptcy Code or the Plan;
- resolve any matters related to: (a) the assumption, assumption and assignment, or rejection of any Executory Contract or Unexpired Lease to which a Debtor is party or with respect to which a Debtor may be liable and to hear, determine, and, if necessary, liquidate, any Claims arising therefrom, including Cure Claims pursuant to section 365 of the Bankruptcy Code; (b) any potential contractual obligation under any Executory Contract or Unexpired Lease that is assumed; (c) the Reorganized Debtors amending, modifying, or supplementing, after the Effective Date, pursuant to Article V of the Plan, the Schedules of Executory Contracts and Unexpired Leases to be assumed or rejected or otherwise; and (d) any dispute regarding whether a contract or lease is or was executory or expired;
- ensure that distributions to holders of Allowed Claims and Allowed Interests (as applicable) are accomplished pursuant to the provisions of the Plan;
- adjudicate, decide, or resolve any motions, adversary proceedings, contested or litigated matters, and any other matters, and grant or deny any applications involving a Debtor that may be pending on the Effective Date;

- adjudicate, decide, or resolve any and all matters related to section 1141 of the Bankruptcy Code;
- enter and implement such orders as may be necessary to execute, implement, or consummate the provisions of the Plan and all contracts, instruments, releases, indentures, and other agreements or documents created in connection with the Plan or the Disclosure Statement;
- enter and enforce any order for the sale of property pursuant to sections 363, 1123, or 1146(a) of the Bankruptcy Code;
- resolve any cases, controversies, suits, disputes, or Causes of Action that may arise in connection with the Consummation, interpretation, or enforcement of the Plan or any Entity's obligations incurred in connection with the Plan;
- issue injunctions, enter and implement other orders, or take such other actions as may be necessary to restrain interference by any Entity with Consummation or enforcement of the Plan;
- resolve any cases, controversies, suits, disputes, or Causes of Action with respect to the releases, injunctions, and other provisions contained in Article VIII of the Plan and enter such orders as may be necessary to implement such releases, injunctions, and other provisions;
- resolve any cases, controversies, suits, disputes, or Causes of Action with respect to the repayment or return of distributions and the recovery of additional amounts owed by the holder of a Claim or Interest for amounts not timely repaid pursuant to Article VI of the Plan;
- enter and implement such orders as are necessary if the Confirmation Order is for any reason modified, stayed, reversed, revoked, or vacated;
- determine any other matters that may arise in connection with or relate to the Plan, the Disclosure Statement, the Confirmation Order, or any contract, instrument, release, indenture, or other agreement or document created in connection with the Plan or the Disclosure Statement;
- enter an order concluding or closing the Chapter 11 Cases;
- adjudicate any and all disputes arising from or relating to distributions under the Plan;
- consider any modifications of the Plan, to cure any defect or omission, or to reconcile any inconsistency in any Bankruptcy Court order, including the Confirmation Order;

- determine requests for the payment of Claims and Interests entitled to priority pursuant to section 507 of the Bankruptcy Code;
- hear and determine disputes arising in connection with the interpretation, implementation, or enforcement of the Plan or the Confirmation Order, including disputes arising under agreements, documents, or instruments executed in connection with the Plan;
- hear and determine matters concerning state, local, and federal taxes in accordance with sections 346, 505, and 1146 of the Bankruptcy Code;
- hear and determine all disputes involving the existence, nature, scope, or enforcement of any exculpations, discharges, injunctions and releases granted in the Plan, including under Article VIII of the Plan, regardless of whether such termination occurred prior to or after the Effective Date;
- enforce all orders previously entered by the Bankruptcy Court; and
- hear any other matter not inconsistent with the Bankruptcy Code.

#### **Z. Modifications and Amendments, Revocation, or Withdrawal of the Plan**

Except as otherwise specifically provided in the Plan, the Debtors reserve the right, with the consent of the Required Consenting Lenders, to modify the Plan, whether such modification is material or immaterial, and seek Confirmation consistent with the Bankruptcy Code and, as appropriate, not resolicit votes on such modified Plan. Subject to those restrictions on modifications set forth in the Plan and the requirements of section 1127 of the Bankruptcy Code, Rule 3019 of the Federal Rules of Bankruptcy Procedure, and, to the extent applicable, sections 1122, 1123, and 1125 of the Bankruptcy Code, each of the Debtors expressly reserves its respective rights, with the consent of the Required Consenting Lenders, to revoke or withdraw, or, to alter, amend, or modify the Plan with respect to such Debtor, one or more times, after Confirmation, and, to the extent necessary may initiate proceedings in the Bankruptcy Court to so alter, amend, or modify the Plan, or remedy any defect or omission, or reconcile any inconsistencies in the Plan, the Disclosure Statement, or the Confirmation Order, in such matters as may be necessary to carry out the purposes and intent of the Plan.

Entry of a Confirmation Order shall mean that all modifications or amendments to the Plan since the Solicitation thereof are approved pursuant to section 1127(a) of the Bankruptcy Code and do not require additional disclosure or re-solicitation under Bankruptcy Rule 3019.

The Debtors reserve the right, with the consent of the Required Consenting Lenders, to revoke or withdraw the Plan prior to the Confirmation Date and to File subsequent plans of reorganization. If the Debtors revoke or withdraw the Plan, or if Confirmation or Consummation does not occur, then: (1) the Plan shall be null and void in all respects; (2) any settlement or compromise embodied in the Plan (including the fixing or limiting to an amount certain of any Claim or Interest or Class of Claims or Interests), assumption or rejection of Executory Contracts or Unexpired Leases effected under the Plan, and any document or agreement executed pursuant



to the Plan, shall be deemed null and void; and (3) nothing contained in the Plan shall: (a) constitute a waiver or release of any Claims or Interests; (b) prejudice in any manner the rights of such Debtor or any other Entity; or (c) constitute an admission, acknowledgement, offer, or undertaking of any sort by such Debtor or any other Entity.

## **ARTICLE IX. LEGAL PROCEEDINGS**

**OTHER THAN AS EXPRESSLY SET FORTH IN ARTICLE VIII OF THE PLAN, THE PLAN DOES NOT, AND IS NOT INTENDED TO, RELEASE ANY CAUSES OF ACTION, AVOIDANCE ACTIONS, OR OBJECTIONS TO PROOFS OF CLAIM. ALL SUCH RIGHTS ARE SPECIFICALLY PRESERVED, UNLESS SPECIFICALLY RELEASED UNDER THE PLAN.**

The following is a summary of material litigation involving the Debtors that existed as of the Petition Date, including potential Claims and Causes of Action that arose as a result of the filing of the Chapter 11 Cases.

**A.     *MAALT, LP v. Sequitur Permian, LLC, Case No. CV19-003***

Case No. CV19-003 in the 51st Judicial District Court for Irion County, Texas. The suit involves certain claims, including claims for breach of contract. The case is currently pending.

**B.     *Standing Motion Claims***

As set forth in more detail in the Standing Motion, the Committee has asserted that Alleged Claims exist against the Term Loan Secured Parties and the ABL Lender, including (i) avoidance claims under the Uniform Fraudulent Transfer Act and section 544(b) of the Bankruptcy Code against the Term Loan Secured Parties arising out of their funding of the New Loans made under the November 9, 2017 Term Loan Credit Agreement, and (ii) a claim pursuant to section 553(b) of the Bankruptcy Code against PlainsCapital Bank in connection with PlainsCapital Bank's prepetition sweep of the Debtors' funds after declaring an event of default on June 3, 2020.

**C.     *Recovery on Preference Actions and Other Avoidance Actions***

During the ninety (90) days immediately preceding the Petition Date (the "Preference Period"), while presumed insolvent, the Debtors made various payments and other transfers to Creditors on account of antecedent debts. Some of those payments may be subject to avoidance and recovery as preferential and/or fraudulent transfers pursuant to sections 329, 544, 545, 547, 548, 549, 550, and 553(b) of the Bankruptcy Code.

The Debtors' Statements of Financial Affairs identify the parties who received payments and transfers from the Debtors, which payments and transfers may be avoidable under the Bankruptcy Code.

#### **D. Retained Causes of Action or Litigation Trust Causes of Action**

Creditors and other parties in interest should understand that certain legal rights, Claims and causes of action the Debtors may have against them, if any exist, are retained under the Plan for prosecution by the Reorganized Debtors or the Litigation Trustee, unless expressly released under the Plan. As such, Creditors and other parties in interest are cautioned not to rely on (i) the absence of the listing of any legal right, Claim or cause of action against a particular Creditor or other party in interest in the Disclosure Statement, Plan, Schedules of Assets and Liabilities, or Statement of Financial Affairs; or (ii) the absence of litigation or demand prior to the Effective Date as any indication that the Debtors, the Reorganized Debtors, or the Litigation Trustee do not possess or do not intend to prosecute a particular legal right, Claim or Cause of Action if a particular Creditor or other party in interest votes to accept the Plan. It is the expressed intention of the Debtors, through the Plan, to preserve Retained Causes of Action and the Litigation Trust Causes of Action whether now known or unknown. Furthermore, the Debtors reserve the right to pursue collection efforts against counterparties to any and all contracts and leases, including rejected contracts and leases, for any unpaid amounts owed to the Debtors or the Reorganized Debtors, as applicable.

The Schedule of Retained Causes of Action and the Schedule of Litigation Trust Causes of Action will be filed with the Plan Supplement. Unless otherwise agreed among the Debtors, the Committee, and the Required Consenting Lenders, the Litigation Trust Causes of Action shall include, at a minimum, (i) the Standing Motion Claims against the Term Loan Secured Parties, unless Class 6 votes to accept the Plan or the Standing Motion is denied, in which case the Standing Motion Claims against the Term Loan Secured Parties are released, (ii) the Standing Motion Claims against the ABL Lender, (iii) all potential Causes of Action against R.J. Sikes, RJS Holdings, KCM Enterprises, Gary Humphreys, Marty Robertson, GMHR Operations, or any other person or entity that is not a Released Party under the Plan, including entities related to Gary Humphreys, Marty Robertson, or R.J. Sikes other than the Debtors or the Reorganized Debtors; and (iv) all other Avoidance Actions.

### **ARTICLE X. PROVISIONS GOVERNING DISTRIBUTIONS**

#### **A. Timing and Calculation of Amounts to Be Distributed**

Unless otherwise provided in the Plan, on the Effective Date or as soon as reasonably practicable thereafter (or if a Claim is not an Allowed Claim or Allowed Interest on the Effective Date, on the date that such Claim or Interest becomes an Allowed Claim or Allowed Interest, or as soon as reasonably practicable thereafter), each holder of an Allowed Claim or Allowed Interests (as applicable) shall receive the full amount of the distributions that the Plan provides for Allowed Claims or Allowed Interests (as applicable) in the applicable Class. In the event that any payment or act under the Plan is required to be made or performed on a date that is not a Business Day, then the making of such payment or the performance of such act may be completed on the next succeeding Business Day, but shall be deemed to have been completed as of the required date. If and to the extent that there are Disputed Claims or Disputed Interests, distributions on account of any such Disputed Claims or Disputed Interests shall be made pursuant to the provisions set forth in Article VII of the Plan. Except as otherwise provided in the

Plan, holders of Claims or Interests shall not be entitled to interest, dividends, or accruals on the distributions provided for in the Plan, regardless of whether such distributions are delivered on or at any time after the Effective Date.

## **B. Disbursing Agent**

All distributions under the Plan shall be made by the Disbursing Agent. The Disbursing Agent shall not be required to give any bond or surety or other security for the performance of its duties unless otherwise ordered by the Bankruptcy Court. Additionally, in the event that the Disbursing Agent is so otherwise ordered, all costs and expenses of procuring any such bond or surety shall be borne by the Reorganized Debtors.

## **C. Rights and Powers of Disbursing Agent**

### **1. Powers of Disbursing Agent**

The Disbursing Agent shall be empowered to: (a) effect all actions and execute all agreements, instruments, and other documents necessary to perform its duties under the Plan; (b) make all distributions contemplated in the Plan; and (c) exercise such other powers as may be vested in the Disbursing Agent by order of the Bankruptcy Court, pursuant to the Plan, or as deemed by the Disbursing Agent to be necessary and proper to implement the provisions of the Plan.

### **2. Expenses Incurred on or After the Effective Date**

Except as otherwise ordered by the Bankruptcy Court, the amount of any reasonable fees and expenses incurred by the Disbursing Agent on or after the Effective Date (including taxes), and any reasonable compensation and expense reimbursement claims (including reasonable attorney fees and expenses), made by the Disbursing Agent shall be paid in Cash by the Reorganized Debtors.

## **D. Delivery of Distributions and Undeliverable or Unclaimed Distributions**

### **1. Record Date for Distributions**

As of the close of business on the Distribution Record Date, the various transfer registers for each of the Classes of Claims or Interests shall be closed, and the Debtors shall not be required to make any further changes in the record holders of any of the Claims or Interests. The Debtors or the Disbursing Agent shall have no obligation to recognize any transfer of the Claims or Interests occurring on or after the Distribution Record Date. The Debtors and the Disbursing Agent shall be entitled to recognize and deal for all purposes under the Plan only with those record holders stated on the transfer ledgers as of the close of business on the Distribution Record Date, to the extent applicable.

### **2. Delivery of Distributions in General**

Except as otherwise provided in the Plan, the Disbursing Agent shall make distributions to holders of Allowed Claims and Allowed Interests (as applicable) as of the Distribution Record

Date at the address for each such holder as indicated on the Debtors' records as of the date of any such distribution; provided, however, that the manner of such distributions shall be determined at the discretion of the Reorganized Debtors; provided further, however, that the address for each holder of an Allowed Claim shall be deemed to be the address set forth in any Proof of Claim Filed by that holder.

### **3. Minimum Distributions**

No fractional shares of New Equity Interests shall be distributed and no Cash shall be distributed in lieu of such fractional amounts. When any distribution pursuant to the Plan on account of an Allowed Claim or Allowed Interest (as applicable) would otherwise result in the issuance of a number of shares of New Equity Interests that is not a whole number, the actual distribution of shares of New Equity Interests shall be rounded down to the nearest whole share. The total number of authorized shares of New Equity Interests to be distributed to holders of Allowed Claims and Allowed Interests (as applicable) shall be adjusted as necessary to account for the foregoing rounding. To the extent Cash is distributed under the Plan, no Cash payment of less than \$50.00 shall be made to a holder of an Allowed Claim on account of such Allowed Claim, and such amounts shall be retained by Reorganized Debtors.

### **4. Undeliverable Distributions and Unclaimed Property**

In the event that any distribution to any holder of Allowed Claims or Allowed Interests (as applicable) is returned as undeliverable, no distribution to such holder shall be made unless and until the Disbursing Agent has determined the then-current address of such holder, at which time such distribution shall be made to such holder without interest; provided, however, that such distributions shall be deemed unclaimed property under section 347(b) of the Bankruptcy Code at the expiration of one year from the Effective Date. After such date, all unclaimed property or interests in property shall revert to the Reorganized Debtors automatically and without need for a further order by the Bankruptcy Court (notwithstanding any applicable federal, provincial or state escheat, abandoned, or unclaimed property laws to the contrary), and the Claim of any holder of Claims and Interests to such property or Interest in property shall be discharged and forever barred.

### **E. Manner of Payment**

1. All distributions of the New Equity Interests to the holders of Allowed Claims under the Plan shall be made by the Disbursing Agent.

2. All distributions of the Exit Facility under the Plan shall be made by the Disbursing Agent.

3. All distributions of Cash to the holders of Allowed Claims under the Plan shall be made by the Disbursing Agent on behalf of the applicable Debtor.

4. At the option of the Disbursing Agent, any Cash payment to be made under the Plan may be made by check or wire transfer or as otherwise required or provided in applicable agreements.

#### **F. Distributions to Holders of General Unsecured Claims**

1. On or before the date that is 180 days after the Effective Date, the Disbursing Agent shall distribute to each holder of an Allowed General Unsecured Claim its Pro Rata share of the Litigation Trust Interests.

2. Distributions on account of Disputed General Unsecured Claims shall be held in the Disputed Claims Reserve until such Claims have been either Allowed or Disallowed. To the extent a Disputed General Unsecured Claim becomes Allowed, the distribution reserved for such Claim shall be distributed to the holder thereof. To the extent a Disputed General Unsecured Claim becomes Disallowed, the distribution reserved for such Claim shall be distributed Pro Rata to holders of Allowed Class 6 General Unsecured Claims.

3. For purposes of distributions to holders of Allowed Class 6 General Unsecured Claims pursuant to Article VI.F and Article III.D.6 of the Plan, “Pro Rata” means, as to a particular holder of a Claim in Class 6, the ratio that the amount of such Claim held by such Class 6 Claim holder bears to the aggregate amount of all Class 6 General Unsecured Claims (including any Allowed Term Loan Deficiency Claims), and such ratio shall be calculated as if all Disputed Class 6 General Unsecured Claims are Allowed Claims as of the Effective Date.

#### **G. Section 1145 Exemption**

Pursuant to section 1145 of the Bankruptcy Code, the offering, issuance, and distribution of the New Equity Interests as contemplated by Article III.D of the Plan, shall be exempt from, among other things, the registration requirements of section 5 of the Securities Act and any other applicable law requiring registration prior to the offering, issuance, distribution, or sale of securities. In addition, under section 1145 of the Bankruptcy Code, such New Equity Interests will be freely tradable in the U.S. by the recipients thereof, subject to the provisions of section 1145(b)(1) of the Bankruptcy Code relating to the definition of an underwriter in section 2(a)(11) of the Securities Act, and subject to any restrictions in the Reorganized Debtors’ Updated Governance Documents.

#### **H. Compliance with Tax Requirements**

In connection with the Plan, to the extent applicable, the Debtors, the Reorganized Debtors and/or the Disbursing Agent shall comply with all tax withholding and reporting requirements imposed on them by any Governmental Unit, and all distributions made pursuant to the Plan shall be subject to such withholding and reporting requirements. Notwithstanding any provision in the Plan to the contrary, the Debtors, the Reorganized Debtors, and the Disbursing Agent shall be authorized to take all actions necessary to comply with such withholding and reporting requirements, including liquidating a portion of the distribution to be made under the Plan to generate sufficient funds to pay applicable withholding taxes, withholding distributions pending receipt of information necessary to facilitate such distributions, or establishing any other mechanisms they believe are reasonable and appropriate. The Debtors and the Reorganized Debtors reserve the right to allocate all distributions made under the Plan in compliance with all applicable wage garnishments, alimony, child support, and other spousal awards, liens, and encumbrances.

## **I. Allocations**

Distributions in respect of Allowed Claims shall be allocated first to the principal amount of such Claims (as determined for federal income tax purposes) and then, to the extent the consideration exceeds the principal amount of the Claims, to any portion of such Claims for accrued but unpaid interest.

## **J. No Postpetition Interest on Claims**

Unless otherwise specifically provided for in the Plan or the Confirmation Order, or required by applicable bankruptcy and non-bankruptcy law, postpetition interest shall not accrue or be paid on any prepetition Claims against the Debtors, and no holder of a prepetition Claim against the Debtors shall be entitled to interest accruing on or after the Petition Date on any such prepetition Claim.

## **K. Foreign Currency Exchange Rate**

Except as otherwise provided in a Bankruptcy Court order, as of the Effective Date, any Claim asserted in currency other than U.S. dollars shall be automatically deemed converted to the equivalent U.S. dollar value using the exchange rate for the applicable currency as published in The Wall Street Journal, National Edition, on the Petition Date.

## **L. Setoffs and Recoupment**

Except as expressly provided in the Plan, each Reorganized Debtor may, pursuant to section 553 of the Bankruptcy Code, set off and/or recoup against any Plan Distributions to be made on account of any Allowed Claim, any and all claims, rights, and Causes of Action that such Reorganized Debtor may hold against the holder of such Allowed Claim to the extent such setoff or recoupment is either (1) agreed in amount among the relevant Reorganized Debtor(s) and holder of Allowed Claim or (2) otherwise adjudicated by the Bankruptcy Court or another court of competent jurisdiction; provided, however, that neither the failure to effectuate a setoff or recoupment nor the allowance of any Claim under the Plan shall constitute a waiver or release by a Reorganized Debtor or its successor of any and all claims, rights, and Causes of Action that such Reorganized Debtor or its successor may possess against the applicable holder. In no event shall any holder of Claims against, or Interests in, the Debtors be entitled to recoup any such Claim or Interest against any claim, right, or Cause of Action of the Debtors or the Reorganized Debtors, as applicable, unless such holder actually has performed such recoupment and provided notice thereof in writing to the Debtors in accordance with Article XII of the Plan on or before the Effective Date, notwithstanding any indication in any Proof of Claim or otherwise that such holder asserts, has, or intends to preserve any right of recoupment.

## **M. Claims Paid or Payable by Third Parties**

### **1. Claims Paid by Third Parties**

The Debtors or the Reorganized Debtors, as applicable, shall reduce in full a Claim, and such Claim shall be disallowed without a Claims objection having to be Filed and without any further notice to or action, order, or approval of the Bankruptcy Court, to the extent that the

holder of such Claim receives payment in full on account of such Claim from a party that is not a Debtor or a Reorganized Debtor. Subject to the last sentence of this paragraph, to the extent a holder of a Claim receives a distribution on account of such Claim and receives payment from a party that is not a Debtor or a Reorganized Debtor on account of such Claim, such holder shall, within 14 days of receipt thereof, repay or return the distribution to the applicable Reorganized Debtor, to the extent the holder's total recovery on account of such Claim from the third party and under the Plan exceeds the amount of such Claim as of the date of any such distribution under the Plan. The failure of such holder to timely repay or return such distribution shall result in the holder owing the applicable Reorganized Debtor annualized interest at the Federal Judgment Rate on such amount owed for each Business Day after the 14-day grace period specified above until the amount is repaid.

## **2. Claims Payable by Third Parties**

No distributions under the Plan shall be made on account of an Allowed Claim that is payable pursuant to one of the Debtors' insurance policies until the holder of such Allowed Claim has exhausted all remedies with respect to such insurance policy. To the extent that one or more of the Debtors' insurers agrees to satisfy in full or in part a Claim (if and to the extent adjudicated by a court of competent jurisdiction), then immediately upon such insurers' agreement, the applicable portion of such Claim may be expunged without a Claims objection having to be Filed and without any further notice to or action, order, or approval of the Bankruptcy Court.

## **3. Applicability of Insurance Policies**

Except as otherwise provided in the Plan, distributions to holders of Allowed Claims shall be in accordance with the provisions of any applicable insurance policy. Nothing contained in the Plan shall constitute or be deemed a waiver of any Cause of Action that the Debtors or any Entity may hold against any other Entity, including insurers under any policies of insurance, nor shall anything contained in the Plan constitute or be deemed a waiver by such insurers of any defenses, including coverage defenses, held by such insurers.

# **ARTICLE XI. ALTERNATIVES TO THE PLAN**

## **A. Chapter 7 Liquidation**

Attached hereto as **Exhibit 3** is a Liquidation Analysis that demonstrates that Creditors will receive a greater distribution under the Plan than a hypothetical liquidation under chapter 7 of the Bankruptcy Code. The analysis provided is believed to be reasonable and conservative. Readers are urged to review the notes and assumptions contained in the Liquidation Analysis.

As demonstrated in the Liquidation Analysis, the Debtors believe that liquidation under chapter 7 would result in smaller distributions to creditors than those provided for in the Plan because of, among other things, the additional administrative expenses associated with the appointment of a chapter 7 trustee and the chapter 7 trustee's retention of professionals, the significantly higher amount of General Unsecured Claims that would exist in a chapter 7 case due to the rejection of royalty agreements and other Executory Contracts and Unexpired Leases

that would otherwise be assumed under the Plan, the additional reclamation claims that would exist in a chapter 7 case with respect to the Debtors' three mines, and the addition of real and personal property tax claims to the chapter 7 claims pool that would have otherwise been paid in full under the Plan. Additionally, DIP Facility Claims are secured by, among other things, the proceeds of Avoidance Actions, so it is possible that in a chapter 7 liquidation, some or all of the DIP Facility Claims would be satisfied from the proceeds of Avoidance Actions before any such proceeds would become available for unsecured creditors.

Moreover, even if Class 6 does not accept the Plan, holders of Allowed Class 6 General Unsecured Claims will receive not less than such holders would receive or retain under chapter 7 of the Bankruptcy Code because such holders would be entitled to receive the proceeds of the Litigation Trust Assets, if any, under the Plan, which would be the same proceeds, if any, that such holders would be entitled to receive in a chapter 7 case.

## **B. Dismissal**

If dismissal of the Chapter 11 Cases were to occur, the Debtors would no longer have the protection of the Bankruptcy Court and the applicable provisions of the Bankruptcy Code. In the event of dismissal, it is highly unlikely that holders of General Unsecured Claims would receive any amount on their Claims. Dismissal would force a race among Creditors to take over and dispose of the Debtors' available assets. Even the most diligent holders of General Unsecured Claims would likely fail to realize any recovery on their Claims.

## **C. Exclusivity and Alternative Plan Potential**

Pursuant to section 1121 of the Bankruptcy Code, the Debtors have the exclusive right to file a plan of reorganization on or before October 7, 2020, and the exclusive right to solicit the plan of reorganization on or before December 6, 2020 (the "Exclusive Periods"). Because the Debtors have Filed the Plan and seek its confirmation during the Exclusive Periods, no other alternative plans can be proposed or solicited at this time. Moreover, the Debtors believe that any alternative plan would not be viable and would not provide the same recovery to Creditors as that proposed under the current Plan. The Debtors therefore believe that the Plan is in the best interest of Creditors.

## **ARTICLE XII. FEASIBILITY**

The Bankruptcy Code requires the Debtors to demonstrate that confirmation of the Plan is not likely to be followed by liquidation or the need for further financial reorganization of the Debtors. For purposes of determining whether the Plan meets this requirement, the Debtors have analyzed their ability to meet their obligations under the Plan. Distributions to Creditors under the Plan do not depend upon the Reorganized Debtors' future business operations. Rather, such distributions are based upon (1) Cash on hand; (2) the ABL Priority Collateral; (3) the MAALT Priority Collateral; (4) the issuance and distribution of the New Equity Interests; (5) the Exit Facility; (6) the GUC Cash Pool (if any); and (7) interests in the Litigation Trust, as applicable.

Attached as **Exhibit 4** are the Debtors' Financial Projections with respect to the Reorganized Debtors (the "Financial Projections"). The Financial Projections show that the



Reorganized Debtors will have adequate liquidity and funding to meet their obligations. Further, the Financial Projections evidence that the Reorganized Debtors are not likely to need financial reorganization or liquidation.

Therefore, the Debtors believe the Plan is feasible and is not likely to be followed by subsequent liquidation or the need for further financial reorganization of the Debtors.

### **ARTICLE XIII. CERTAIN RISK FACTORS TO BE CONSIDERED**

Creditors should carefully consider the following factors, as well as the other information contained in this Disclosure Statement (as well as the documents delivered herewith or incorporated by reference herein) before deciding whether to vote to accept or to reject the Plan.

The principal purpose of the Chapter 11 Cases is the formulation of the Plan, which establishes how Claims against and Interests in the Debtors will be satisfied. Under the Plan, certain Claims may receive partial distributions, and other Claims may not receive any distributions at all. Interests will receive no distributions.

#### **A. Bankruptcy Law Considerations**

The occurrence or non-occurrence of any or all of the following contingencies, and any others, could affect distributions available to holders of Allowed Claims under the Plan but will not necessarily affect the validity of the vote of the Impaired Classes to accept or reject the Plan or necessarily require a re-solicitation of the votes of holders of Claims in such Impaired Classes.

##### **1. Parties in Interest May Object to the Plan's Classification of Claims and Interests**

Section 1122 of the Bankruptcy Code provides that a plan may place a claim or an equity interest in a particular class only if such claim or equity interest is substantially similar to the other claims or equity interests in such class. The Debtors believe that the classification of the Claims and Interests under the Plan complies with the requirements set forth in the Bankruptcy Code because the Debtors created Classes of Claims and Interests each encompassing Claims or Interests, as applicable, that are substantially similar to the other Claims or Interests, as applicable, in each such Class. Nevertheless, there can be no assurance that the Bankruptcy Court will reach the same conclusion.

##### **2. The Conditions Precedent to the Effective Date of the Plan May Not Occur**

As more fully set forth in Article IX of the Plan, the Effective Date is subject to a number of conditions precedent. If such conditions precedent are not met or waived, the Effective Date will not take place.

### **3. The Debtors May Fail to Satisfy Vote Requirements**

If votes are received in number and amount sufficient to enable the Bankruptcy Court to confirm the Plan, the Debtors intend to seek, as promptly as practicable thereafter, Confirmation of the Plan. In the event that sufficient votes are not received, the Debtors may seek to confirm an alternative chapter 11 plan. There can be no assurance that the terms of any such alternative chapter 11 plan would be similar or as favorable to the Holders of Allowed Claims as those proposed in the Plan.

To the extent a Class of Claims rejects the Plan, the Debtors may still seek confirmation of the Plan pursuant to section 1129(b) of the Bankruptcy Code.

### **4. The Debtors May Not Be Able to Secure Confirmation of the Plan**

Section 1129 of the Bankruptcy Code sets forth the requirements for confirmation of a chapter 11 plan, and requires, among other things, a finding by the Bankruptcy Court that: (a) such plan “does not unfairly discriminate” and is “fair and equitable” with respect to any non-accepting classes; (b) confirmation of such plan is not likely to be followed by a liquidation or a need for further financial reorganization unless such liquidation or reorganization is contemplated by the plan; and (c) the value of distributions to non-accepting Holders of claims and equity interests within a particular class under such plan will not be less than the value of distributions such Holders would receive if the debtors were liquidated under chapter 7 of the Bankruptcy Code.

There can be no assurance that the requisite acceptances to confirm the Plan will be received. Even if the requisite acceptances are received, there can be no assurance that the Bankruptcy Court will confirm the Plan. A non-accepting holder of an Allowed Claim might challenge either the adequacy of this Disclosure Statement or whether the balloting procedures and voting results satisfy the requirements of the Bankruptcy Code or Bankruptcy Rules. Even if the Bankruptcy Court determines that this Disclosure Statement, the balloting procedures, and voting results are appropriate, the Bankruptcy Court could still decline to confirm the Plan if it finds that any of the statutory requirements for Confirmation are not met. If a chapter 11 plan of reorganization is not confirmed by the Bankruptcy Court, it is unclear whether the Debtors will be able to reorganize their business and what, if anything, holders of Allowed Claims against them would ultimately receive on account of such Allowed Claims.

Confirmation of the Plan is also subject to certain conditions as described in Article IX of the Plan. If the Plan is not confirmed, it is unclear what distributions, if any, Holders of Allowed Claims will receive on account of such Allowed Claims.

The Debtors reserve the right to modify the terms and conditions of the Plan as necessary for Confirmation. Any such modifications could result in less favorable treatment of any non-accepting Class, as well as any Class junior to such non-accepting Class, than the treatment currently provided in the Plan. Such a less favorable treatment could include a distribution of property with a lesser value than currently provided in the Plan or no distribution whatsoever under the Plan. There is no assurance that an alternative plan will be confirmed or that the Chapter 11 Cases will not be converted to a liquidation. Holders of Interests will receive no

recovery under the Plan or in a liquidation. If a liquidation or protracted reorganization were to occur, there is a risk that there would be little, if any, value available for distribution to the holders of Claims.

#### **5. The Debtors May Object to the Amount or Classification of a Claim**

Except as otherwise provided in the Plan, the Debtors reserve the right to object to the amount or classification of any Claim under the Plan. The estimates set forth in this Disclosure Statement cannot be relied upon by any holder of a Claim where such Claim is subject to an objection. Any holder of a Claim that is subject to an objection thus may not receive its expected share of the estimated distributions described in this Disclosure Statement.

#### **6. Risk of Non-Occurrence of the Effective Date**

Although the Debtors believe that the Effective Date may occur quickly after the Confirmation Date, there can be no assurance as to such timing or as to whether the Effective Date will, in fact, occur.

#### **7. Contingencies Could Affect Votes of Impaired Classes to Accept or Reject**

The distributions available to holders of Allowed Claims under the Plan can be affected by a variety of contingencies, including, without limitation, whether the Bankruptcy Court orders certain Allowed Claims to be subordinated to other Allowed Claims. The occurrence of any and all such contingencies, which could affect distributions available to Holders of Allowed Claims under the Plan, will not affect the validity of the vote taken by the Impaired Classes to accept or reject the Plan or require any sort of revote by the Impaired Classes.

The estimated Claims and creditor recoveries set forth in this Disclosure Statement are based on various assumptions, and the actual Allowed amounts of Claims may significantly differ from the estimates. Should one or more of the underlying assumptions ultimately prove to be incorrect, the actual Allowed amounts of Claims may vary from the estimated Claims contained in this Disclosure Statement. Moreover, the Debtors cannot determine with any certainty at this time, the number or amount of Claims that will ultimately be Allowed. Such differences may materially and adversely affect, among other things, the percentage recoveries to holders of Allowed Claims under the Plan.

#### **8. Releases, Injunctions, and Exculpation Provisions May not be Approved**

Article VIII of the Plan provides for certain releases, injunctions, and exculpations, including a release of liens and third-party releases that may otherwise be asserted against the Debtors, Reorganized Debtors, or Released Parties, as applicable. The releases, injunctions, and exculpations provided in the Plan are subject to objection by parties in interest and may not be approved. If the releases are not approved, certain Released Parties may withdraw their support for the Plan.

**B. Failure to Confirm or Consummate the Plan**

If the Plan is not confirmed and consummated, it is possible that an alternative plan can be negotiated and presented to the Bankruptcy Court for approval; however, there is no assurance that the alternative plan will be confirmed, that the Chapter 11 Cases will not be converted to a liquidation, or that any alternative chapter 11 plan could or would be formulated on terms as favorable to the Creditors as the terms of the Plan. Holders of Interests will receive no recovery under the Plan or in a liquidation. If a liquidation or protracted reorganization were to occur, there is a risk that there would be little, if any, value available for distribution to the holders of Claims.

**C. Claim Estimates May Be Incorrect**

There can be no assurance that the estimated Allowed Claim amounts set forth herein are correct. The actual Allowed amounts of Claims may differ from the estimates. The estimated amounts are subject to certain risks. If one or more of these risks or uncertainties materializes, or if underlying assumptions prove incorrect, the actual Allowed amounts of Claims may vary from those estimated herein.

**D. Risks Related to Debtors' Business and Industry Conditions**

The risks associated with the Debtors' business and industry include, but are not limited to:

- risk of direct financial impact attributable to a significant safety or other hazardous incident;
- the current uncertainty in the global economy;
- changes in global supply and demand for oil and natural gas;
- the level of oil and natural gas exploration and production activity;
- the current uncertain regarding the impact of COVID-19
- limited ability to obtain financing and pursue business opportunities because of debt level;
- credit risk relating to nonperformance by customers;
- the price and availability of alternative fuels; and
- technological advances affecting energy consumption.

## **E. Risks Relating to the New Equity Interests**

### **1. No Current Public Market for Securities**

There is currently no market for the New Equity Interests, and there can be no assurance as to the development or liquidity of any market for the New Equity Interests. The New Equity Interests to be issued under the Plan will not be listed on or traded on any nationally recognized market or exchange as of the Effective Date.

The Reorganized Debtors are under no obligation to list the New Equity Interests on any national securities exchange. Therefore, there can be no assurance that the New Equity Interests will be tradable or liquid at any time after the Effective Date. If a trading market does not develop or is not maintained, holders of the New Equity Interests may experience difficulty in reselling such securities or may be unable to sell them at all. Even if such a market were to exist, the New Equity Interests could trade at prices higher or lower than the estimated value set forth in this Disclosure Statement depending upon many factors including, without limitation, prevailing interest rates, markets for similar securities, industry conditions, and the performance of, and investor expectations for, the Reorganized Debtor. Accordingly, holders of the New Equity Interests may bear certain risks associated with holding securities for an indefinite period of time.

Further, the New Equity Interests to be issued under the Plan have not been registered under the Securities Act, any state securities laws or the laws of any other jurisdiction. Absent such registration, the New Equity Interests may be offered or sold only in transactions that are not subject to, or that are exempt from, the registration requirements of the Securities Act and other applicable securities laws.

### **2. Implied Valuation of New Equity Interests Not Intended to Represent the Trading Value of the New Equity Interests**

The valuation of the Reorganized Debtors is not intended to represent the trading value of New Equity Interests in public or private markets and is subject to additional uncertainties and contingencies, all of which are difficult to predict. Actual market prices of such securities at issuance will depend upon, among other things: (i) prevailing interest rates; (ii) conditions in the financial markets; (iii) the anticipated initial securities holdings of prepetition creditors, some of whom may prefer to liquidate their investment rather than hold it on a long-term basis; and (iv) other factors that generally influence the prices of securities. The actual market price of the New Equity Interests is likely to be volatile. Many factors, including factors unrelated to the Reorganized Debtors' actual operating performance and other factors not possible to predict, could cause the market price of the New Equity Interests to rise and fall. Accordingly, the implied value, stated herein and in the Plan, of the securities to be issued does not necessarily reflect, and should not be construed as reflecting, values that will be attained for the New Equity Interests in the public or private markets.

### **3. No Intention to Pay Dividends**

The Reorganized Debtors do not anticipate paying any dividends on the New Equity Interests as they expect to retain any future cash flows for debt reduction and to support their

operations. As a result, the success of an investment in the New Equity Interests will depend entirely upon any future appreciation in the value of the New Equity Interests. There is, however, no guarantee that the New Equity Interests will appreciate in value or even maintain their initial value.

#### **F. Inability to Close the Exit Facility**

The Exit Facility is subject to certain closing risks, and to the extent that the Exit Facility is not fully funded, the Debtors may be unable to consummate the Plan.

#### **G. Certain Tax Implications of the Plan**

Holders of Claims should carefully review Article XIV of this Disclosure Statement, “Certain United States Federal Income Tax Consequences of the Plan” to determine how the tax implications of the Plan may affect such holders.

#### **H. Uncertainty of Recovery Under Litigation Trust**

The value of the Litigation Trust Assets is uncertain and will depend on the disposition of the Litigation Trust Causes of Action. There is no guarantee that the Litigation Trust Causes of Action will generate proceeds for distribution to holders of Litigation Trust Interests.

#### **I. Disruptions to Information Systems and Cyber Security Attacks**

In the ordinary course of business, the Debtors have relied, and the Reorganized Debtors will continue to rely, upon information systems, some of which are managed by third parties, to process, transmit and store digital information, and to manage or support a variety of business processes and activities. The secure operation of such systems, and the processing and maintenance of this information is critical to business operations and strategy. Despite actions to mitigate or eliminate risk, the Reorganized Debtors’ information systems may be vulnerable to damage, disruptions, or shutdowns due to the activity of hackers, employee error or malfeasance, or other disruptions including, power outages, telecommunication or utility failures, natural disasters, or other catastrophic events. The occurrence of any of these events could compromise the information systems and the information stored there could be accessed, publicly disclosed, lost or stolen. Any such access, disclosure, or other loss of information could result in legal claims or proceedings, liability or regulatory penalties under laws protecting the privacy of personal information, disrupt operations, and damage the Reorganized Debtors’ reputation which could adversely affect their business, financial condition, and results of operations.

In August 2020, the Debtors experienced a network security incident that prevented access to certain information technology systems and data within the Debtors’ network. The Debtors are taking immediate steps to isolate the issue and are working to implement a technical recovery plan. The Debtors continue to evaluate the impact of this incident, including assessing the scope of applicable insurance coverage. The Debtors have an insurance policy that they believe provides coverage for the incident and are working with the insurance carrier regarding potential recovery under the policy. The Debtors are not yet able to determine the financial impact of this incident, which may be material. Any impacts from this incident may result in an

adverse effect on the Reorganized Debtors' business, financial condition, and results of operations.

#### **ARTICLE XIV. CERTAIN UNITED STATES FEDERAL INCOME TAX CONSEQUENCES OF THE PLAN**

The following is a summary of certain U.S. federal income tax consequences of the Plan to us and certain Holders of Claims. This summary is based on the Internal Revenue Code of 1986, as amended (the "Tax Code"), Treasury regulations promulgated thereunder, and administrative and judicial interpretations and practice, all as in effect on the date of this Disclosure Statement and all of which are subject to change, with possible retroactive effect. Due to the lack of definitive judicial and administrative authority in a number of areas, substantial uncertainty may exist with respect to some of the tax consequences described below. No opinion of counsel has been obtained, and we do not intend to seek a ruling from the Internal Revenue Service (the "IRS") as to any of the tax consequences of the Plan discussed below. Events occurring after the date of this Disclosure Statement, including changes in law and changes in administrative positions, could affect the U.S. federal income tax consequences of the Plan. No representations are being made regarding the particular tax consequences of the confirmation and consummation of the Plan to us or any holder of a Claim. There can be no assurance that the IRS will not challenge one or more of the tax consequences of the Plan described below.

This discussion does not purport to address all aspects of U.S. federal income taxation that may be relevant to the Debtor or to holders of Claims in light of their individual circumstances. This discussion does not address tax issues with respect to such Holders subject to special treatment under the U.S. federal income tax laws (including, for example, non-U.S. persons, banks, governmental authorities or agencies, pass-through entities, dealers and traders in securities or currencies, including those that market to market, insurance companies, financial institutions, grantor trusts, tax-exempt organizations, small business investment companies, real estate investment trusts, regulated investment companies, persons that have a functional currency other than the U.S. dollar, certain former citizens and long term residents of the United States, and persons that will hold an equity interest or a security in the Debtor as part of a position in a straddle or as part of a hedging, conversion or integrated transaction for U.S. federal income tax purposes). In addition, this summary does not address estate tax, gift tax, Medicare tax on investment income, alternative minimum tax, foreign, state, or local tax consequences of the Plan.

THE FOLLOWING SUMMARY OF CERTAIN UNITED STATES FEDERAL INCOME TAX CONSEQUENCES IS FOR INFORMATIONAL PURPOSES ONLY AND IS NOT A SUBSTITUTE FOR CAREFUL TAX PLANNING AND ADVICE BASED UPON THE INDIVIDUAL CIRCUMSTANCES PERTAINING TO A HOLDER OF AN ALLOWED CLAIM. ALL HOLDERS ARE URGED TO CONSULT THEIR OWN TAX ADVISORS AS TO THE U.S. FEDERAL, STATE, LOCAL AND NON-UNITED STATES TAX CONSEQUENCES OF THE PLAN.

## A. U.S. Federal Income Tax Consequences Under the Plan to Holders of Existing Equity Interests of Vista HoldCo

Vista HoldCo is a limited liability company and is treated as a partnership for federal income tax purposes and therefore is not subject to federal income tax. Instead, Holders of its Interests are required to report their respective shares of Vista HoldCo's income, gain, loss, deduction or credit for any portion of Vista HoldCo's taxable year that such Interest Holder was a partner for federal income tax purposes.

### 1. Cancellation of Indebtedness Income

Vista HoldCo will incur and intends to report cancellation of debt ("COD") income as of the Effective Date to the extent that any debt of Vista HoldCo is not satisfied, or intended to be satisfied, in full on the Effective Date, unless a specific exception applies. For example, if the cancellation is of a debt that would have otherwise been deductible by Vista HoldCo, no COD income is recognized. A taxpayer is required to report COD income as taxable income in the year in which realized, unless an exception applies. Generally, a taxpayer in bankruptcy is permitted to exclude from taxable income any COD income arising out of the bankruptcy, and a taxpayer that is not in bankruptcy but who or which is insolvent may exclude COD income, but only to the extent of such taxpayer's insolvency. In the case of a partnership, both the bankruptcy and insolvency exception must be determined and applied at the partner level. Thus, even though Vista HoldCo is both insolvent and in bankruptcy, a Holder of an Interest in Vista HoldCo will be permitted to exclude its share of any COD income properly allocated to such holder from Vista HoldCo only to the extent such holder is itself insolvent or only if (a) such holder is itself under the jurisdiction of the Bankruptcy Court in a case under the Bankruptcy Code (i.e., a case under title 11 of the United States Code), and (b) the relevant debt is discharged by the Bankruptcy Court or pursuant to a plan approved by the Bankruptcy Court.

To the extent that a Holder of an Interest in Vista HoldCo is entitled to exclude any COD income properly allocated to it by Vista HoldCo from such Holder's income because of the insolvency or bankruptcy exception, that Holder will be required to reduce the amount of certain of such Holder's tax attributes, including any net operating loss carryforwards and, subject to certain limitations, the tax basis of such Holder's assets held as of the beginning of the Holder's next succeeding taxable year.

### 2. Gain or Loss from the Disposition of Assets

Certain of the Debtors' Restructuring Transactions will constitute a taxable disposition of its assets, and the Debtors will recognize gain or loss based on the difference between the fair market value and the tax basis of the assets sold, transferred, or disposed, as applicable. The Debtors anticipate that the disposition of their assets will create a loss for federal income tax purposes. Holders of Vista HoldCo's Interests will be required to report their respective shares of this loss for any portion of Vista HoldCo's taxable year that such Interest Holder was a partner for federal income tax purposes. The Debtors believe this loss should offset some of the COD income that will flow through to the Holders of Interests of Vista HoldCo.



## **B. Federal Income Tax Consequences to Holders of Claims**

The U.S. federal income tax consequences of the Plan to U.S. holders of Claims (including the character, amount and timing of income, gain or loss recognized) generally will depend upon, among other factors: (i) the manner in which the U.S. holder acquired a Claim; (ii) the length of time a Claim has been held; (iii) whether a Claim was acquired at a discount; (iv) whether the U.S. holder has taken a bad debt deduction in the current or prior years; (v) whether the U.S. holder has previously included accrued but unpaid interest with respect to a Claim; and (vi) the U.S. holder's method of tax accounting. Therefore, U.S. holders of Claims are urged to consult their tax advisors for information that may be relevant to their specific situation and circumstances and the particular tax consequences to such Holders as a result thereof.

## **C. Other Considerations for U.S. Holders**

### **1. Accrued Interest**

A portion of the consideration received by U.S. Holders of Allowed Claims may be attributable to accrued but untaxed interest on such Claims. In general, to the extent any amount received (whether Cash, or other property) by a Holder of a debt instrument is received in satisfaction of accrued interest during its holding period, such amount will be taxable to the Holder as interest income (if not previously included in the holder's gross income under the Holder's normal method of accounting). Conversely, a Holder generally recognizes a deductible loss to the extent any accrued interest claimed was previously included in its gross income and is not paid in full. Each Holder of an Allowed Claim is urged to consult its own tax advisor regarding the allocation of consideration and the taxation or deductibility of unpaid interest for tax purposes.

### **2. Market Discount**

Under the "market discount" provisions of the Tax Code, some or all of any gain recognized by a U.S. Holder upon the disposition of a debt instrument of an Allowed Claim may be treated as ordinary income (instead of capital gain), to the extent of the amount of market discount on the debt constituting the exchanged Claim. In general, a debt instrument is considered to have been acquired with market discount if it is acquired other than at original issue and if the U.S. holder's adjusted tax basis in such instrument is less than (i) the sum of all remaining payments to be made on the debt instrument, excluding "qualified stated interest," or (ii) in the case of a debt instrument issued with OID, its adjusted issue price, in each case, by at least a de minimis amount (equal to the product of 0.25% of the sum of all remaining payments to be made on the debt instrument, excluding qualified stated interest, and the number of remaining whole years to maturity).

Any gain recognized by a U.S. holder on the disposition of debt instruments that it acquired with market discount should be treated as ordinary income to the extent of the market discount that accrued thereon while such debt instruments were considered to be held by the U.S. Holder (unless such U.S. Holder elected to include market discount in income as it accrued). To the extent that debt instruments that were acquired with market discount are exchanged in a tax-free transaction for other property, any market discount that accrued on such debt instruments

(i.e., up to the time of the exchange) but was not recognized by the U.S. holder is carried over to the property received therefor and any gain recognized on the subsequent sale, exchange, redemption or other disposition of such property is treated as ordinary income to the extent of such accrued, but not recognized, market discount.

#### **D. Information Reporting and Back-Up Withholding**

In general, information reporting requirements may apply to distributions or payments under the Plan. Furthermore, all distributions to holders of Allowed Claims under the Plan are subject to any applicable tax withholding, including employment tax withholding. Under U.S. federal income tax law, interest, dividends, and other reportable payments may, under certain circumstances, be subject to “backup withholding” at the applicable withholding rate.

Backup withholding generally applies if the holder (a) fails to furnish its social security number or other taxpayer identification number, (b) furnishes an incorrect taxpayer identification number, (c) fails properly to report interest or dividends, or (d) under certain circumstances, fails to provide a certified statement, signed under penalty of perjury, that the tax identification number provided is its correct number and that it is not subject to backup withholding. Backup withholding is not an additional tax but merely an advance payment, which may be refunded to the extent it results in an overpayment of tax. Certain persons are exempt from backup withholding, including, in certain circumstances, corporations and financial institutions. These categories are very broad; however, there are numerous exceptions. Holders of Allowed Claims are urged to consult their tax advisors regarding the Treasury Regulations governing backup withholding and whether the transactions contemplated by the Plan would be subject to these Treasury Regulations.

In addition, Treasury Regulations generally require disclosure by a taxpayer on its U.S. federal income tax return of certain types of transactions in which the taxpayer participated, including, among other types of transactions, certain transactions that result in the taxpayer’s claiming a loss in excess of specified thresholds. Holders are urged to consult their tax advisors regarding these Treasury Regulations and whether the transactions contemplated by the Plan would be subject to these Treasury Regulations and require disclosure on the holder’s tax returns.

#### **E. Consequences of Ownership and Disposition of the New Equity Interests**

Holders of Interests of the Debtors should recognize a loss equal to the amount of their adjusted basis. Holders of such Interests should consult their tax advisors as to the amount, timing and character of such loss.

THE FOREGOING DISCUSSION IS INTENDED ONLY AS A SUMMARY OF CERTAIN U.S. FEDERAL INCOME TAX CONSEQUENCES OF THE PLAN AND IS NOT A SUBSTITUTE FOR CAREFUL TAX PLANNING WITH A TAX PROFESSIONAL. THE ABOVE DISCUSSION IS FOR INFORMATIONAL PURPOSES ONLY AND IS NOT TAX ADVICE. THE TAX CONSEQUENCES ARE IN MANY CASES UNCERTAIN AND MAY VARY DEPENDING ON A CLAIM OR INTEREST HOLDER’S PARTICULAR CIRCUMSTANCES. ACCORDINGLY, HOLDERS OF CLAIMS AND INTERESTS ARE

URGED TO CONSULT THEIR OWN TAX ADVISORS ABOUT THE U.S. FEDERAL, STATE AND LOCAL AND APPLICABLE OTHER TAX CONSEQUENCES OF THE PLAN.

**F. Consequences of Litigation Trust**

Pursuant to the Plan, certain of the Debtors' assets will be deemed to be transferred to Litigation Trust Beneficiaries. For federal income tax purposes, any such assets deemed transferred to the Litigation Trust will be treated by the Debtors and by the Litigation Trust Beneficiaries as having been distributed to the Litigation Trust Beneficiaries, with such Litigation Trust Beneficiaries then transferring the assets to the Litigation Trust in exchange for beneficial interests in the Litigation Trust. The Debtors will not retain a beneficial interest in the Litigation Trust; instead, the beneficial interest in the Litigation Trust will be held by the Litigation Trust Beneficiaries. It is intended that the Litigation Trust be treated, for U.S. federal income tax purposes, as a liquidating trust and as a grantor trust, with the Litigation Trust Beneficiaries receiving Litigation Trust Interests being treated as the grantors and deemed owners of the Litigation Trust Assets.

**ARTICLE XV.  
CONCLUSION**

This Disclosure Statement provides information regarding the Debtors' bankruptcy and the potential benefits that might accrue to holders of Claims against and Interests in the Debtors under the Plan as proposed. The Plan is the result of extensive efforts by the Debtors and their advisors to provide the holders of Allowed Claims with a meaningful recovery. The Debtors believe that the Plan is feasible and will provide each holder of a Claim against the Debtors with an opportunity to receive greater benefits than those that would be received by any other alternative. The Debtors, therefore, urge interested parties to vote in favor of the Plan.

Dated: August 18, 2020

VISTA PROPPANTS & LOGISTICS, LLC  
on behalf of itself and all other Debtors

By: /s/ Gary Barton.  
Gary Barton  
Chief Restructuring Officer  
Vista Proppants and Logistics, LLC, *et al.*

**EXHIBIT 1 TO THE DISCLOSURE STATEMENT**

**CHAPTER 11 PLAN**

**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> , <sup>1</sup>	§	Case No. 20-42002-elm11
	§	
Debtors.	§	(Jointly Administered)

**SECOND AMENDED JOINT PLAN OF REORGANIZATION OF  
VISTA PROPPANTS AND LOGISTICS, LLC, *ET AL.*,  
PURSUANT TO CHAPTER 11 OF THE BANKRUPTCY CODE**

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**COUNSEL FOR THE DEBTORS  
AND DEBTORS-IN-POSSESSION**

Dated: August 18, 2020

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<sup>1</sup> 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.

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## INTRODUCTION

The Debtors hereby propose this Plan under section 1121 of the Bankruptcy Code for the resolution of the outstanding Claims against and Interests in the Debtors. Holders of Claims or Interests may refer to the Disclosure Statement, filed contemporaneously with the Plan, for a summary and description of the Plan and certain related matters.

ALL HOLDERS OF CLAIMS OR INTERESTS, TO THE EXTENT APPLICABLE, ARE ENCOURAGED TO READ THE PLAN AND THE DISCLOSURE STATEMENT IN THEIR ENTIRETY BEFORE VOTING TO ACCEPT OR REJECT THE PLAN.

## ARTICLE I. DEFINED TERMS, RULES OF INTERPRETATION, CONSTRUCTION OF TERMS, COMPUTATION OF TIME, AND GOVERNING LAW

### A. *Defined Terms.*

All capitalized terms used herein and not defined elsewhere in the Plan shall have the meanings assigned to them in the Glossary of Defined Terms attached to the Plan as **Exhibit A**. Any capitalized term used herein and not otherwise defined in the Plan, but that is defined in the Bankruptcy Code, has the meaning assigned to that term in the Bankruptcy Code. Any capitalized term used herein and not otherwise defined in the Plan or in the Bankruptcy Code, but that is defined in the Bankruptcy Rules, has the meaning assigned to that term in the Bankruptcy Rules.

### B. *Rules of Interpretation and Construction of Terms.*

For purposes of the Plan: (1) any reference in the Plan to an existing document or exhibit Filed or to be Filed means that document or exhibit as it may have been or may be amended, supplemented, or otherwise modified; (2) unless otherwise specified, all references in the Plan to sections, articles, and exhibits are references to sections, articles, or exhibits of the Plan; (3) the words “herein,” “hereof,” “hereto,” “hereunder,” and other words of similar import refer to the Plan in its entirety and not to any particular portion of the Plan; (4) captions and headings contained in the Plan are inserted for convenience and reference only, and are not intended to be part of or to affect the interpretation of the Plan; (5) wherever appropriate from the context, each term stated in either the singular or the plural includes the singular and the plural, and pronouns stated in the masculine, feminine, or neuter gender shall include the masculine, feminine, and neuter gender; (6) unless otherwise specified, all references in the Plan to exhibits are references to the exhibits in the Plan Supplement; (7) any reference to an Entity as a Holder of a Claim or Interest includes the Entity’s successors and assigns; (8) any reference to docket numbers of documents Filed in the Chapter 11 Cases are references to docket numbers under the Bankruptcy Court’s CM/ECF system; and (9) the rules of construction outlined in section 102 of the Bankruptcy Code and in the Bankruptcy Rules apply to the Plan.

### C. *Computation of Time.*

Unless otherwise specifically provided herein, in computing any period, date, or deadline prescribed or allowed in the Plan, the provisions of Bankruptcy Rule 9006(a) shall apply. If the

date on which a transaction may or must occur pursuant to the Plan shall occur on a day that is not a Business Day, then such transaction shall instead occur on the next succeeding Business Day.

D. *Governing Law.*

Subject to the provisions of any contract, certificate of incorporation, by-law, instrument, release, or other agreement or document entered into in connection with the Plan, the rights and obligations arising pursuant to the Plan shall be governed by, and construed and enforced in accordance with, applicable federal law, including the Bankruptcy Code and the Bankruptcy Rules.

E. *Reference to Monetary Figures.*

All references in the Plan to monetary figures shall refer to currency of the United States of America, unless otherwise expressly provided.

F. *Reference to the Debtors or the Reorganized Debtors.*

Except as otherwise specifically provided in the Plan to the contrary, references in the Plan to the Debtors or the Reorganized Debtors shall mean the Debtors and the Reorganized Debtors, as applicable, to the extent the context requires.

## **ARTICLE II. ADMINISTRATIVE CLAIMS, PRIORITY CLAIMS, AND DIP FACILITY CLAIMS**

In accordance with section 1123(a)(1) of the Bankruptcy Code, Administrative Claims, Professional Compensation Claims, Priority Tax Claims, and DIP Facility Claims have not been classified and, thus, are excluded from the Classes of Claims and Interests set forth in Article III of the Plan.

A. *Administrative Claims*

Except to the extent that a holder of an Allowed Administrative Claim and the Debtor or the Reorganized Debtor, as applicable, against which such Allowed Administrative Claim is asserted, in each case with the prior written consent of the Term Loan Agent, agree to less favorable treatment for such holder, each holder of an Allowed Administrative Claim (other than holders of Professional Compensation Claims and Claims for fees and expenses pursuant to section 1930 of chapter 123 of title 28 of the United States Code) will receive in full and final satisfaction of its Administrative Claim an amount of Cash equal to the amount of such Allowed Administrative Claim in accordance with the following: (i) if an Administrative Claim is Allowed on or prior to the Effective Date, on the Effective Date or as soon as reasonably practicable thereafter (or, if not then due, when such Allowed Administrative Claim is due or as soon as reasonably practicable thereafter); or (ii) if such Administrative Claim is not Allowed as of the Effective Date, no later than ten (10) days after the date on which an order allowing such Administrative Claim becomes a Final Order, or as soon as reasonably practicable thereafter; (iii) if such Allowed Administrative Claim is based on liabilities incurred by the Debtors in the ordinary course of their business after the Petition Date, in accordance with the terms and

conditions of the particular transaction giving rise to such Allowed Administrative Claim without any further action by the holders of such Allowed Administrative Claim; (iv) at such time and upon such terms as may be agreed upon by such holder and the Debtors or the Reorganized Debtors, as applicable; and (v) at such time and upon such terms as set forth in an order of the Bankruptcy Court.

Except for Professional Compensation Claims and DIP Facility Claims, unless previously Filed, requests for payment of Administrative Claims must be Filed and served on the Reorganized Debtors no later than the Administrative Claim Bar Date. Objections to such requests must be Filed and served on the Reorganized Debtors and the requesting party by the later of (i) 30 days after the Effective Date and (ii) 30 days after the Filing of the applicable request for payment of the Administrative Claims, if applicable. After notice and a hearing in accordance with the procedures established by the Bankruptcy Code and prior Bankruptcy Court orders, the Allowed amounts, if any, of Administrative Claims shall be determined by, and satisfied in accordance with an order of, the Bankruptcy Court.

Holders of Administrative Claims that are required to File and serve a request for such payment of such Administrative Claims that do not File and serve such a request by the Administrative Claim Bar Date shall be forever barred, estopped, and enjoined from asserting such Administrative Claims against the Debtors, the Reorganized Debtors or their property, and such Administrative Claims shall be deemed discharged as of the Effective Date without the need for any objection from the Reorganized Debtors or any action by the Bankruptcy Court.

*B. Professional Compensation Claims.*

1. Final Fee Applications and Payment of Professional Compensation Claims.

All requests for payment of Professional Compensation Claims for services rendered and reimbursement of expenses incurred prior to the Confirmation Date must be Filed no later than the Professional Compensation Claim Bar Date; provided, however, that Ordinary Course Professionals shall be compensated in accordance with the terms of the Ordinary Course Professionals Order. Objections to Professional Compensation Claims must be Filed and served on the Reorganized Debtors and the Professional to whose application the objections are addressed no later than the Professional Compensation Claim Objection Deadline. The Bankruptcy Court shall determine the Allowed amounts of such Professional Compensation Claims after notice and a hearing in accordance with the procedures established by the Bankruptcy Court. The Reorganized Debtors shall pay Professional Compensation Claims in Cash in the amount the Bankruptcy Court allows by Final Order, including from the Professional Compensation Claim Reserve, which the Reorganized Debtors will establish in trust for the Professionals and fund with Cash equal to the Professional Compensation Claim Amount on the Effective Date.

2. Professional Compensation Claim Reserve.

On the Effective Date, the Reorganized Debtors shall establish and fund the Professional Compensation Claim Reserve with Cash equal to the Professional Compensation Claim Amount. The Professional Compensation Claim Reserve shall be maintained in trust solely for the

Professionals. No liens, claims, or Interests shall encumber the Professional Compensation Claim Reserve in any way. Such funds shall not be considered property of the Estates of the Debtors or the Reorganized Debtors; *provided* that obligations with respect to Professional Compensation Claims shall not be limited nor deemed limited to the balance of funds held in the Professional Compensation Claim Reserve. When all such Allowed amounts owing to Professionals have been paid in full, any remaining amount in the Professional Compensation Claim Reserve shall promptly be paid to the Reorganized Debtors without any further action or order of the Bankruptcy Court and shall be subject to the Liens securing the Exit Facility, without any further action by the lenders thereunder or order of the Bankruptcy Court.

3. Professional Compensation Claim Amount.

Professionals shall reasonably estimate their unpaid Professional Compensation Claims and other unpaid fees and expenses incurred prior to and as of the Effective Date, and shall deliver such estimate to the Debtors no later than fifteen (15) days before the Effective Date; *provided* that such estimate shall not be deemed to limit the amount of the fees and expenses that are the subject of the Professional's final request for payment of Filed Professional Compensation Claims. If a Professional does not provide an estimate, the Debtors or Reorganized Debtors may estimate the unpaid and unbilled fees and expenses of such Professional.

4. Post-Confirmation Fees and Expenses.

Except as otherwise specifically provided in the Plan, from and after the Confirmation Date, the Debtors shall, in the ordinary course of business and without any further notice to or action, order, or approval of the Bankruptcy Court, pay in Cash the reasonable and documented legal, professional, or other fees and expenses related to implementation of the Plan and Consummation incurred by the Debtors. Upon the Confirmation Date, any requirement that Professionals comply with sections 327 through 331, 363, and 1103 of the Bankruptcy Code in seeking retention or compensation for services rendered after such date shall terminate, and the Debtors may employ and pay any Professional in the ordinary course of business without any further notice to or action, order, or approval of the Bankruptcy Court.

C. *Priority Tax Claims.*

Except to the extent that a holder of an Allowed Priority Tax Claim and the Debtor or the Reorganized Debtor, as applicable, against which such Allowed Priority Tax Claim is asserted, in each case with the prior written consent of the Term Loan Agent, agree to less favorable treatment for such holder, each holder of an Allowed Priority Tax Claim shall receive, in full and final satisfaction, settlement, release, and discharge of, and in exchange for, such Allowed Priority Tax Claim, treatment in a manner consistent with section 1129(a)(9)(C) of the Bankruptcy Code.

D. *DIP Facility Claims.*

As of the Effective Date, the DIP Facility Claims shall be Allowed in an amount equal to the total amount outstanding under the DIP Facility on the Effective Date, including principal, interest, fees, and expenses. Except to the extent that a holder of an Allowed DIP Facility Claim

agrees to a less favorable treatment, in full and final satisfaction, settlement, release, and discharge of, and in exchange for, such Allowed DIP Facility Claim, each such holder thereof shall receive its Pro Rata share of (i) Cash equal to all outstanding interest, fees, and expenses due under the DIP Facility and (ii) in lieu of repayment in Cash in full of the principal amount outstanding under the DIP Facility, the Tranche B Exit Facility Notes in an amount equal to twice the outstanding amount of principal due under the DIP Facility on the Effective Date; and all commitments under the DIP Facility shall terminate.

### **ARTICLE III. CLASSIFICATION AND TREATMENT OF CLAIMS AND INTERESTS**

#### **A. *Classification in General.***

The Plan constitutes a separate Plan proposed by each Debtor. Except for the Claims addressed in Article II of the Plan, all Claims and Interests are classified in the Classes set forth below in accordance with sections 1122 and 1123(a)(1) of the Bankruptcy Code. A Claim or an Interest is classified in a particular Class only to the extent that the Claim or Interest qualifies within the description of that Class and is classified in other Classes to the extent that any portion of the Claim or Interest qualifies within the description of such other Classes. A Claim or an Interest also is classified in a particular Class for the purpose of receiving distributions under the Plan only to the extent that such Claim or Interest is an Allowed Claim or Allowed Interest in that Class and has not been paid, released, or otherwise satisfied prior to the Effective Date.

#### **B. *Grouping of Debtors for Convenience Only.***

The Plan groups the Debtors together solely for the purpose of describing treatment of Claims and Interests under the Plan and confirmation of the Plan. Although the Plan applies to all of the Debtors, the Plan constitutes seven (7) distinct Plans, one for each Debtor, and for voting and distribution purposes, each Class of Claims will be deemed to contain sub-classes for each of the Debtors, to the extent applicable. To the extent there are no Allowed Claims or Interest in a Class with respect to a particular Debtor, such Class is deemed to be omitted with respect to such Debtor. Except as otherwise provided in the Plan, to the extent a holder has a Claim that may be asserted against more than one Debtor, the vote of such holder in connection with such Claims shall be counted as a vote of such Claim against each Debtor against which such holder has a Claim. The grouping of the Debtors in this manner shall not affect any Debtor's status as a separate legal Entity, change the organizational structure of the Debtors' business enterprise, constitute a change of control of any Debtor for any purpose, cause a merger of consolidation of any legal Entities, or cause the transfer of any Assets, and, except as otherwise provided by or permitted under the Plan, all Debtors shall continue to exist as separate legal Entities.

#### **C. *Summary of Classification of Claims and Interests.***

The classification of Claims and Interests against the Debtors pursuant to the Plan is as follows:

Class	Claims and Interests	Status	Voting Rights
Class 1	Other Secured Claims	Unimpaired	Not Entitled to Vote (Deemed to Accept)
Class 2	Other Priority Claims	Unimpaired	Not Entitled to Vote (Deemed to Accept)
Class 3	Term Loan Secured Claims	Impaired	Entitled to Vote
Class 4	PlainsCapital ABL Secured Claims	Unimpaired	Not Entitled to Vote (Deemed to Accept)
Class 5	MAALT Secured Claims	Unimpaired	Not Entitled to Vote (Deemed to Accept)
Class 6	General Unsecured Claims	Impaired	Entitled to Vote
Class 7	Intercompany Claims	Unimpaired/Impaired	Not Entitled to Vote (Deemed to Accept or Reject)
Class 8	Interests in Debtors other than Vista HoldCo	Unimpaired/Impaired	Not Entitled to Vote (Deemed to Accept or Reject)
Class 9	Interests in Vista HoldCo	Impaired	Not Entitled to Vote (Deemed to Reject)

D. *Treatment of Claims and Interests.*

1. Class 1 – Other Secured Claims

(a) *Classification:* Class 1 consists of any Allowed Other Secured Claims against any Debtor.

(b) *Treatment:* On the Effective Date or as soon as reasonably practicable thereafter, in full and final satisfaction, compromise, settlement, release, and discharge of and in exchange for each Other Secured Claim, each holder of an Allowed Other Secured Claim Shall receive, at the option of the applicable Debtor, with the prior written consent of the Required Consenting Lenders, the following:

- (i) Payment in full in Cash of its Allowed Class 1 Claim;
- (ii) The collateral securing its Allowed Class 1 Claim;
- (iii) Reinstatement of its Allowed Class 1 Claim; or
- (iv) Such other treatment rendering its Allowed Class 1 Claim Unimpaired in accordance with section 1124 of the Bankruptcy Code.



(c) *Voting:* Class 1 is Unimpaired under the Plan. Holders of Allowed Claims in Class 1 are conclusively presumed to have accepted the Plan pursuant to section 1126(f) of the Bankruptcy Code. Therefore, such holders are not entitled to vote to accept or reject the Plan.

## 2. Class 2 - Other Priority Claims

(a) *Classification:* Class 2 consists of any Allowed Other Priority Claims against any Debtor.

(b) *Treatment:* Each holder of an Allowed Other Priority Claim shall receive Cash in an amount equal to the full amount of such Allowed Class 2 Claim on the later of (i) the Effective Date, or (ii) the date due in the ordinary course of business in accordance with the terms and conditions of the particular transaction, contract, or other agreement giving rise to such Allowed Class 2 Claim.

(c) *Voting:* Class 2 is Unimpaired under the Plan. Holders of Allowed Claims in Class 2 are conclusively deemed to have accepted the Plan pursuant to section 1126(f) of the Bankruptcy Code. Therefore, such holders are not entitled to vote to accept or reject the Plan.

## 3. Class 3 – Term Loan Secured Claims

(a) *Classification:* Class 3 consists of all Allowed Term Loan Secured Claims against any Debtor.

(b) *Allowance:* On the Effective Date, the Term Loan Secured Claims shall be Allowed in the amount of \$369,300,998.02 *minus* the amount of the Term Loan Deficiency Claim *plus* (i) accrued but unpaid interest, including default interest, under the Term Loan Documents as of the Petition Date, and (ii) unpaid reasonable and documented fees, expenses, costs, and other charges incurred or accrued by the Term Loan Agent in connection with any and all aspects of the Chapter 11 Cases as of the Effective Date, subject to the provisions of the DIP Financing Order and this Plan.

(c) *Treatment:* On the Effective Date, in full and final satisfaction, compromise, settlement, release, and discharge of and in exchange for each Allowed Term Loan Secured Claim, each holder of an Allowed Term Loan Secured Claim shall receive the following:

(i) Its Pro Rata share of 100% of the New Parent Units in the New Parent Company, which New Parent Company shall receive 100% of the equity interests of VPROP (which shall continue to hold the equity interests of its direct and indirect subsidiaries);

(ii) Its Pro Rata share of Tranche C Exit Facility Notes equal to \$50,000,000; and

(iii) The right to participate in Tranche A of the Exit Facility up to its Pro Rata share of \$30,000,000 of new money in exchange for an equal amount of Tranche A Exit Facility Notes.



(d) *Voting:* Class 3 is Impaired under the Plan. Holders of Allowed Claims in Class 3 are entitled to vote to accept or reject the Plan.

4. Class 4 – PlainsCapital ABL Secured Claims

(a) *Classification:* Class 4 consists of all Allowed PlainsCapital ABL Secured Claims against any Debtor.

(b) *Allowance:* On the Effective Date, the PlainsCapital ABL Secured Claims shall be Allowed in the aggregate amount equal to the value of ABL Priority Collateral securing such PlainsCapital ABL Secured Claims.

(c) *Treatment:* On the Effective Date or as soon as reasonably practicable thereafter, in full and final satisfaction, compromise, settlement, release, and discharge of and in exchange for each Allowed PlainsCapital ABL Secured Claim, each holder of an Allowed PlainsCapital ABL Secured Claim shall receive the ABL Priority Collateral securing such Allowed PlainsCapital ABL Secured Claims.

(d) *Voting:* Class 4 is Unimpaired under the Plan. Holders of Allowed Claims in Class 4 are conclusively presumed to have accepted the Plan pursuant to section 1126(f) of the Bankruptcy Code. Therefore, such holders are not entitled to vote to accept or reject the Plan.

5. Class 5 – MAALT Secured Claims

(a) *Classification:* Class 5 consists of all Allowed MAALT Secured Claims against any Debtor.

(b) *Allowance:* On the Effective Date, the MAALT Secured Claims shall be Allowed in the aggregate amount equal to the value of the collateral securing such MAALT Secured Claims.

(c) *Treatment:* On the Effective Date or as soon as reasonably practicable thereafter, in full and final satisfaction, compromise, settlement, release, and discharge of and in exchange for each MAALT Secured Claim, each holder of an Allowed MAALT Secured Claim shall receive, at the option of applicable Debtor, with the prior written consent of the Required Consenting Lenders, the following:

- (i) The collateral securing its Allowed MAALT Secured Claim;
- (ii) Reinstatement of its Allowed MAALT Secured Claim; or
- (iii) Such other treatment rendering its Allowed MAALT Secured Claim Unimpaired in accordance with section 1124 of the Bankruptcy Code.

(d) *Voting:* Class 5 is Unimpaired under the Plan. Holders of Allowed Claims in Class 5 are conclusively presumed to have accepted the Plan pursuant to section 1126(f) of the Bankruptcy Code. Therefore, such holders are not entitled to vote to accept or reject the Plan.

6. Class 6 - General Unsecured Claims

(a) *Classification:* Class 6 consists of all Allowed General Unsecured Claims, including the Allowed Term Loan Deficiency Claims (if any) against any Debtor.

(b) *Treatment:*

(i) **IF AND ONLY IF CLASS 6 VOTES TO ACCEPT THIS PLAN, THE FOLLOWING TREATMENT:**

On the Effective Date or as soon as reasonably practicable thereafter, in full and final satisfaction, compromise, settlement, release, and discharge of and in exchange for each Allowed General Unsecured Claim, each holder of an Allowed General Unsecured Claim shall receive its Pro Rata share of the Litigation Trust Interests, and the Litigation Trust shall be funded by a GUC Cash Pool in the amount of \$500,000. The GUC Cash Pool shall be utilized or distributed at the discretion of the Litigation Trustee, subject to the terms of the Litigation Trust.

Further, if the holders of Class 6 Claims vote to accept this Plan, solely for purposes of calculating distributions from the Litigation Trust, the holders of Allowed Term Loan Deficiency Claims shall limit their distributions from the Litigation Trust to the amount they would receive if their Allowed Term Loan Deficiency Claims were equal to the total value of all other Allowed General Unsecured Claims; provided, however, that such limitation shall no longer apply after all Allowed General Unsecured Claims, other than Allowed Term Loan Deficiency Claims, have been paid in full, after which time payments shall continue to be made on account of the Allowed Term Loan Deficiency Claims until such Claims have also been paid in full.

As set forth in Article VIII.C of the Plan, in the event that Class 6 accepts the Plan or the Standing Motion is denied, then the Standing Motion Claims against the Term Loan Secured Parties shall be released by the Debtors, the Reorganized Debtors, and their Estates.

(ii) **IF AND ONLY IF CLASS 6 VOTES TO REJECT THIS PLAN, THE FOLLOWING TREATMENT:**

On the Effective Date or as soon as reasonably practicable thereafter, in full and final satisfaction, compromise, settlement, release, and discharge of and in exchange for each Allowed General Unsecured Claim (including Allowed Term Loan Deficiency Claims), each holder of an Allowed General Unsecured Claim shall receive its Pro Rata share of

the Litigation Trust Interests, and the Litigation Trust shall receive no funding for the GUC Cash Pool. The holders of Allowed Term Loan Deficiency Claims shall not be required to waive any portion of their Allowed Term Loan Deficiency Claims if the holders of Class 6 Claims vote to reject the Plan.

As set forth in Article VIII.C of the Plan, in the event that Class 6 rejects the Plan and the Standing Motion is granted, then the Standing Motion Claims against the Term Loan Secured Parties shall be included in the Litigation Trust Causes of Action and shall not be released by the Debtors, the Reorganized Debtors, and their Estates.

(c) *Voting:* Class 6 is Impaired under the Plan. Holders of Allowed General Unsecured Claims in Class 6, including holders of Allowed Term Loan Deficiency Claims, are entitled to vote to accept or reject the Plan.

7. Class 7 - Intercompany Claims

(a) *Classification:* Class 7 consists of all Intercompany Claims.

(b) *Treatment:* On the Effective Date, Class 7 Claims shall be, at the option of the Debtors, with the consent of the Required Consenting Lenders, either (i) Reinstated, or (ii) cancelled, released, and extinguished without any distribution.

(c) *Voting:* Class 7 is Unimpaired to the extent the Class 7 Claims are Reinstated and Impaired to the extent the Class 7 Claims are cancelled. Holders of Allowed Claims in Class 7 are conclusively deemed to have accepted or rejected the Plan pursuant to sections 1126(f) or 1126(g) of the Bankruptcy Code. Therefore, such holders are not entitled to vote to accept or reject the Plan.

8. Class 8 – Interests in Debtors Other than Vista HoldCo

(a) *Classification:* Class 8 consists of all Interests in Debtors other than Vista HoldCo.

(b) *Treatment:* On the Effective Date, all existing Interests in each of the Debtors, other than Interests in Vista HoldCo, shall be, at the option of the applicable Debtor, with the consent of the Required Consenting Lenders, either (i) Reinstated, or (ii) cancelled, released, and extinguished without any distribution, and will be of no further force or effect.

(c) *Voting:* Class 8 is Unimpaired to the extent the Class 8 Interests are Reinstated and Impaired to the extent the Class 8 Interests are cancelled. Holders of Allowed Interests in Class 8 are conclusively deemed to have accepted or rejected the Plan pursuant to sections 1126(f) or 1126(g) of the Bankruptcy Code. Therefore, such holders are not entitled to vote to accept or reject the Plan.

9. Class 9 – Interests in Vista HoldCo

(a) *Classification:* Class 9 consists of all Interests in Vista HoldCo, which consists of all Existing Equity.

(b) *Treatment:* All Interests in Vista HoldCo shall be canceled, released, and extinguished as of the Effective Date and will be of no further force or effect. Holders of an Interest in Vista HoldCo will not receive any distribution on account of such Interest.

(c) *Voting:* Class 9 is Impaired under the Plan. Holders of Class 9 Interests are conclusively deemed to have rejected the Plan pursuant to section 1126(g) of the Bankruptcy Code. Holders of Class 9 Interests are not entitled to vote to accept or reject the Plan.

E. *Special Provision Governing Unimpaired Claims.*

Except as otherwise provided in the Plan, nothing under the Plan shall affect the Debtors' rights in respect of any Unimpaired Claims, including all rights in respect of legal and equitable defenses to, or setoffs or recoupments against, any such Unimpaired Claims.

F. *Elimination of Vacant Classes.*

Any Class of Claims or Interests that does not have a holder of an Allowed Claim or Allowed Interest or a Claim or Interest temporarily Allowed by the Bankruptcy Court as of the date of the Confirmation Hearing shall be deemed eliminated from the Plan for purposes of voting to accept or reject the Plan and for purposes of determining acceptance or rejection of the Plan by such Class pursuant to section 1129(a)(8) of the Bankruptcy Code.

G. *Voting Classes, Presumed Acceptance by Non-Voting Classes.*

Only holders of Allowed Claims in Class 3 and Class 6 are entitled to vote to accept or reject the Plan. Holders of Claims in Class 3 and Class 6 will receive Ballots containing detailed voting instructions.

If a Class contains Claims or Interests eligible to vote and no holders of Claims or Interests eligible to vote in such Class vote to accept or reject the Plan, the holders of such Claims or Interests in such Class shall be deemed to have accepted the Plan.

H. *Intercompany Interests.*

To the extent Reinstated under the Plan, distributions on account of Intercompany Interests are not being received by holders of such Intercompany Interests on account of their Intercompany Interests but for the purposes of administrative convenience, for the ultimate benefit of the holders of New Equity Interests, and in exchange for the Debtors' and Reorganized Debtors' agreement under the Plan to make certain distributions to the holders of Allowed Claims.

I. *Confirmation Pursuant to Section 1129(b) of the Bankruptcy Code.*

If any Class of Claims entitled to vote on the Plan does not vote to accept the Plan, the Debtors may (i) seek confirmation of the Plan under section 1129(b) of the Bankruptcy Code or (ii) amend or modify the Plan in accordance with Article X of the Plan and the Bankruptcy Code.

J. *Controversy Concerning Impairment.*

If a controversy arises as to whether any Claims or Interests, or any Class of Claims or Interests, are Impaired, the Bankruptcy Court shall, after notice and a hearing, determine such controversy on or before the Confirmation Date.

K. *Subordinated Claims.*

The allowance, classification, and treatment of all Allowed Claims and Allowed Interests and the respective distributions and treatments under the Plan take into account and conform to the relative priority and rights of the Claims and Interests in each Class in connection with any contractual, legal, and equitable subordination rights relating thereto, whether arising under general principles of equitable subordination, section 510(b) of the Bankruptcy Code, or otherwise. Pursuant to section 510 of the Bankruptcy Code, the Reorganized Debtors reserve the right to re-classify any Allowed Claim or Interest in accordance with any contractual, legal, or equitable subordination relating thereto.

L. *No Waiver.*

Nothing contained in the Plan shall be construed to waive a Debtor's or other Person's right to object on any basis to any Claim or Interest.

**ARTICLE IV.  
MEANS FOR IMPLEMENTATION OF THE PLAN**

A. *Corporate Existence.*

Except as otherwise provided in the Plan, the Updated Governance Documents, or any agreement, instrument, or other document incorporated in the Plan or the Plan Supplement, each Debtor shall continue to exist after the Effective Date as a separate entity, limited liability company, partnership, or other form, as the case may be, with all the powers of a limited liability company, partnership, or other form, as the case may be, pursuant to the applicable law in the jurisdiction in which each applicable Debtor is incorporated or formed and pursuant to the respective certificate of incorporation and by-laws (or other formation documents) in effect prior to the Effective Date, except to the extent such certificate of incorporation and by-laws (or other formation documents) are amended under the Plan or otherwise, and to the extent such documents are amended, such documents are deemed to be amended pursuant to the Plan and require no further action or approval (other than any requisite filings required under applicable state, provincial, or federal law).

B. *Reorganized Debtors.*

On the Effective Date, the New Parent Board shall be established, and the Reorganized Debtors shall adopt their Updated Governance Documents. The Reorganized Debtors shall have the authority to adopt any other agreements, documents, and instruments and to take any other actions contemplated under the Plan as necessary to consummate the Plan.

C. *Restructuring Transactions.*

On the Effective Date, the Term Loan Lenders will contribute (the “Contribution”), Pro Rata, all of their rights, title and interests as lenders in and to VPROP under the Term Loan Agreement (the “Specified Pre-Petition Debt”) as described in Article III.D.3 herein. Following the Issuance (as defined below), Vista HoldCo shall transfer 100% of the equity interests of (representing all of its ownership interests in) VPROP to the New Parent Company (the “VPROP Equity Transfer”) and the Specified Pre-Petition Debt shall be extinguished. Following the VPROP Equity Transfer, the holders of Existing Equity of Vista HoldCo will dissolve Vista HoldCo.

Further, on the Effective Date, the applicable Debtors or Reorganized Debtors shall enter into any other transaction and shall take any other actions as may be necessary or appropriate to effect any transaction described in, approved by, contemplated by, or necessary to effectuate the Plan, including the issuance of all securities, notes, instruments, certificates, and other documents required to be issued pursuant to the Plan. The actions to implement the Restructuring Transactions may include: (1) the execution and delivery of appropriate agreements or other documents of merger, amalgamation, consolidation, restructuring, conversion, disposition, transfer, arrangement, continuance, dissolution, sale, purchase, or liquidation containing terms that are consistent with the terms of the Plan and that satisfy the applicable requirements of applicable law and any other terms to which the applicable Entities may agree; (2) the execution and delivery of appropriate instruments of transfer, assignment, assumption, or delegation of any asset, property, right, liability, debt, or obligation on terms consistent with the terms of the Plan and having other terms for which the applicable parties agree; (3) the filing of appropriate certificates or articles of incorporation, reincorporation, merger, consolidation, conversion, amalgamation, arrangement, continuance, or dissolution pursuant to applicable state or provincial law; and (4) all other actions that the applicable Entities determine to be necessary, including making filings or recordings that may be required by applicable law in connection with the Plan. The Confirmation Order shall, and shall be deemed to, pursuant to sections 363 and 1123 of the Bankruptcy Code, authorize, among other things, all actions as may be necessary or appropriate to effect any transaction described in, contemplated by, or necessary to effectuate the Plan.

D. *Sources of Plan Distributions.*

Distributions under the Plan shall be funded with: (1) Cash on hand; (2) the ABL Priority Collateral; (3) the MAALT Priority Collateral; (4) the issuance and distribution of the New Equity Interests; (5) the Exit Facility; (6) the GUC Cash Pool (if any); and (7) interests in the Litigation Trust, as applicable.



1. Issuance of Equity Interests.

On the Effective Date, the New Parent Company will issue the New Equity Interests, Pro Rata, to the holders of the Allowed Term Loan Secured Claims (the “Issuance”). New Parent Company will take all necessary corporate action to effect the Issuance. The Issuance is authorized without the need for any further corporate action or without any further action by the holders of Claims or Interests. On the Effective Date, the Debtors or the Reorganized Debtors, as applicable, shall issue all securities, notes, instruments, certificates, and other documents necessary to effect the Issuance. All of the shares, units or equity interests (as the case may be based on how the New Equity Interests are denominated) of the New Equity Interests issued shall be duly authorized, validly issued, fully paid, and non-assessable.

2. Exit Facility.

On the Effective Date, the Reorganized Debtors shall be authorized to enter into the Exit Facility and execute the Exit Facility Documents substantially in the form contained or described in the Plan Supplement, and any related agreements or filing without the need for any further corporate or organizational action and without further action by or approval of the Bankruptcy Court. The terms of the Tranche A Exit Facility Notes, Tranche B Exit Facility Notes, and Tranche C Exit Facility Notes shall include (i) interest of LIBOR + 9.50% paid in kind for the first year, (ii) original issue discount of 3.00%, (iii) 4 year term, and (iv) no amortization. Additionally, the Exit Facility Documents shall provide that Tranche A Facility Notes shall have priority over the Tranche B Facility Notes, which shall have priority over the Tranche C Facility Notes.

Confirmation shall be deemed approval of the Exit Facility (including the transactions contemplated thereby, and all actions to be taken, undertakings to be made, and obligations to be incurred and fees paid by the Debtors or the Reorganized Debtors in connection therewith), to the extent not approved by the Bankruptcy Court previously, and the Reorganized Debtors are authorized to execute and deliver those documents necessary or appropriate to obtain the Exit Facility, including any and all documents required to enter into the Exit Facility, without further notice to or order of the Bankruptcy Court, act or action under applicable law, regulation, order, or rule, or vote, consent, authorization, or approval of any Person, subject to such modifications as the Reorganized Debtors, in consultation with the Exit Agent, may deem to be necessary to consummate entry into the Exit Facility.

On the Effective Date, (a) upon the granting of Liens in accordance with the Exit Facility, the Exit Agent shall have valid, binding and enforceable Liens on the collateral specified in the Exit Facility Documents, which Liens shall be deemed perfected as of the Effective Date, subject only to such Liens and security interests as may be permitted under the respective Exit Facility Documents; and (b) upon the granting of guarantees, mortgages, pledges, Liens and other security interests in accordance with the Exit Facility Documents, the guarantees, mortgages, pledges, Liens and other security interests granted to secure the obligations arising under the Exit Facility shall be granted in good faith and shall be deemed not to constitute a fraudulent conveyance or fraudulent transfer, shall not otherwise be subject to avoidance, and the priorities of such Liens and security interests shall be as set forth in the Exit Facility Documents.

E. *Vesting of Assets in the Reorganized Debtors.*

Except with respect to the Litigation Trust Assets and except as otherwise provided in the Plan or any agreement, instrument, or other document incorporated in, or entered into in connection with or pursuant to, the Plan (including the Exit Facility Documents) or the Plan Supplement, on the Effective Date, all property in each Estate, all Retained Causes of Action, and any property acquired by any of the Debtors pursuant to the Plan shall vest in each respective Reorganized Debtor, free and clear of all Liens, Claims, charges, or other encumbrances. On and after the Effective Date and, in the case of a Secured Claim, satisfaction in full of the portion of the Secured Claim that is Allowed as of the Effective Date, except as otherwise provided in the Plan, each Reorganized Debtor may operate its business and may use, acquire, or dispose of property and compromise or settle any Claims, Interests, or Retained Causes of Action without supervision or approval by the Bankruptcy Court and free of any restrictions of the Bankruptcy Code or Bankruptcy Rules. Failure to include a Cause of Action on the Schedule of Retained Causes of Action shall not constitute a waiver or release of such Cause of Action. A Schedule of Retained Causes of Action shall be included in the Plan Supplement.

F. *Cancellation of Existing Equity and Agreements.*

On the Effective Date, except to the extent otherwise provided in the Plan, the Plan Supplement, or any agreement, instrument, or other document incorporated in the Plan or the Plan Supplement, all notes, instruments, certificates, and other documents evidencing Claims or Interests, including credit agreements and indentures, shall be cancelled and the obligations of the Debtors thereunder or in any way related thereto shall be deemed satisfied in full, cancelled, discharged, and of no force or effect. Holders of or parties to such cancelled instruments and other documentation will have no rights arising from or relating to such instruments and other documentation, or the cancellation thereof, except the rights provided for pursuant to the Plan.

Notwithstanding the foregoing, the DIP Facility and Term Loan Facility shall continue in effect to the extent necessary to (i) allow the DIP Agent and the Term Loan Agent, as applicable in accordance with Article II and Article III of the Plan, to make distributions to the holders of DIP Facility Claims and Term Loan Secured Claims; (ii) allow the DIP Agent and the Term Loan Agent to maintain any right of indemnification, exculpation, contribution, subrogation or any other claim or entitlement it may have under the DIP Loan Documents or the Term Loan Documents, or both; (iii) permit the DIP Agent and the Term Loan Agent to appear before the Bankruptcy Court or any other court of competent jurisdiction after the Effective Date; (iv) permit the DIP Agent and the Term Loan Agent to perform any functions that are necessary to effectuate the foregoing; and (v) to exercise rights and obligations relating to the interests of the DIP Secured Parties or Term Loan Secured Parties, or both.

G. *Corporate Action.*

On the Effective Date, all actions contemplated under the Plan shall be deemed authorized and approved in all respects, including: (1) selection of the directors and officers for the Reorganized Debtors as named in the Plan or the Plan Supplement; (2) the distribution of the equity interest of Reorganized VPROP; (3) implementation of the Restructuring Transactions;



(4) entry into the Exit Facility Documents; (5) adoption of the Updated Governance Documents; (6) the rejection, assumption, or assumption and assignment, as applicable, of Executory Contracts and Unexpired Leases; (7) funding of the GUC Cash Pool; (8) the establishment of the Litigation Trust; and (9) all other acts or actions contemplated or reasonably necessary or appropriate to promptly consummate the Restructuring Transactions contemplated by the Plan (whether to occur before, on, or after the Effective Date).

All matters provided for in the Plan involving the corporate structure of the Debtors or the Reorganized Debtors, and any corporate action required by the Debtors or the Reorganized Debtors, as applicable, in connection with the Plan shall be deemed to have occurred and shall be in effect, without any requirement of further action by the security holders, directors, or officers of the Debtors or the Reorganized Debtors, as applicable. As applicable, on or prior to the Effective Date, the appropriate officers of the Debtors or the Reorganized Debtors, shall be authorized and directed to issue, execute, and deliver the agreements, documents, and instruments contemplated under the Plan (or necessary or desirable to effect the transactions contemplated under the Plan) in the name of and on behalf of the Reorganized Debtors, including the New Equity Interests, the Updated Governance Documents, the Exit Facility Documents, interests in the Litigation Trust, and any and all other agreements, documents, securities, and instruments relating to the foregoing. The authorizations and approvals contemplated by Article IV of the Plan shall be effective notwithstanding any requirements under non-bankruptcy law.

#### H. *Updated Governance Documents.*

On or immediately prior to the Effective Date, the Updated Governance Documents shall be adopted as may be necessary to effectuate the transactions contemplated by the Plan. Each of the Reorganized Debtors will file its Updated Governance Documents with the applicable Secretaries of State and/or other applicable authorities in its respective state, province, or country of incorporation in accordance with the corporate laws of the respective state, province, or country of incorporation. The Updated Governance Documents will prohibit the issuance of non-voting equity securities, to the extent required under Bankruptcy Code section 1123(a)(6). After the Effective Date, the Reorganized Debtors may amend and restate their respective Updated Governance Documents and other constituent documents as permitted by the terms thereof and applicable law. The Updated Governance Documents shall be in form and substance reasonably satisfactory to the Required Consenting Lenders. Among other things, the Updated Governance Documents shall reflect a form of the New Parent Company that provides for a tax efficient treatment satisfactory to the Required Consenting Lenders, in consultation with the Debtors.

Further, the applicable Updated Governance Documents will contain the maximum waiver of fiduciary duties (including waiver of corporate opportunities and any similar doctrines for other investment opportunities) permitted by law. The Updated Governance Documents shall be included in the Plan Supplement.

#### I. *Governance and Board of the Reorganized Debtors.*

Control of the New Parent Company will be vested in the New Parent Board, who will manage and govern the affairs of the New Parent Company. As of the Effective Date, the terms of the current members of the board of directors of the Debtors shall expire, and the initial boards

of directors, including the New Parent Board, and the officers of each of the Reorganized Debtors shall be appointed in accordance with the respective governance documents for the New Parent Company and the Updated Governance Documents, as applicable. The New Parent Board will be comprised of seven (7) directors, with such directors initially being as follows upon the Effective Date: (a) four (4) directors designated and appointed by the Term Loan Agent; (b) one (1) director designated and appointed by AG Energy Funding, LLC; (c) one (1) director designated and appointed by MSD Credit Opportunity Fund, L.P.; and (d) one (1) independent director. Each director will have one vote; *provided*, that any director appointed by the Term Loan Agent will have the right to vote on behalf of any other director appointed by the Term Loan Agent when and to the extent any such other director appointed by the Term Loan Agent is not present.

In accordance with section 1129(a)(5) of the Bankruptcy Code, the identities and affiliations of the members of the New Parent Board and any Person proposed to serve as an officer of the Reorganized Debtors shall be disclosed at or before the Confirmation Hearing, in each case to the extent the identity of such proposed director or officer is known at such time. To the extent any such director or officer of the Reorganized Debtors is an Insider, the Debtors also will disclose the nature of any compensation to be paid to such director or officer. Each such director and officer shall serve from and after the Effective Date pursuant to the terms of the Updated Governance Documents and other constituent documents of the Reorganized Debtors.

J. *Effectuating Documents; Further Transactions.*

On and after the Effective Date, the Reorganized Debtors, and the officers and managers thereof, are authorized to and may issue, execute, deliver, file, or record such contracts, securities, instruments, releases, and other agreements or documents and take such actions as may be necessary to effectuate, implement, and further evidence the terms and conditions of the Plan and the securities issued pursuant to the Plan in the name of and on behalf of the Reorganized Debtors, without the need for any approvals, authorization, or consents except for those expressly required pursuant to the Plan.

K. *Section 1146 Exemption.*

To the fullest extent permitted by section 1146(a) of the Bankruptcy Code, any transfers (whether from a Debtor to a Reorganized Debtor or to any other Person) of property under the Plan or pursuant to: (1) the issuance, distribution, transfer, or exchange of any debt, equity interest, or other interest in the Debtors or the Reorganized Debtors; (2) the Restructuring Transactions; (3) the creation, modification, consolidation, termination, refinancing, and/or recording of any mortgage, deed of trust, or other security interest, or the securing of additional indebtedness by such or other means; (4) the making, assignment, or recording of any lease or sublease; (5) the grant of collateral as security for the Exit Facility; or (6) the making, delivery, or recording of any deed or other instrument of transfer under, in furtherance of, or in connection with, the Plan, including any deeds, bills of sale, assignments, or other instrument of transfer executed in connection with any transaction arising out of, contemplated by, or in any way related to the Plan, shall not be subject to any document recording tax, stamp tax, conveyance fee, intangibles or similar tax, mortgage tax, real estate transfer tax, mortgage recording tax, Uniform Commercial Code filing or recording fee, regulatory filing or recording fee, or other

similar tax or governmental assessment, and upon entry of the Confirmation Order, the appropriate state or local governmental officials or agents shall forego the collection of any such tax or governmental assessment and accept for filing and recordation any of the foregoing instruments or other documents without the payment of any such tax, recordation fee, or governmental assessment. All filing or recording officers (or any other Person with authority over any of the foregoing), wherever located and by whomever appointed, shall comply with the requirements of section 1146(c) of the Bankruptcy Code, shall forego the collection of any such tax or governmental assessment, and shall accept for filing and recordation any of the foregoing instruments or other documents without the payment of any such tax or governmental assessment.

L. *Director and Officer Liability Insurance.*

On or before the Effective Date, the Debtors shall obtain director and officer liability insurance coverage following the Effective Date on terms no less favorable to the insureds than the Debtors' existing director and officer coverage and with an aggregate limit of liability upon the Effective Date of no less than the aggregate limit of liability under the existing director and officer coverage.

M. *Management Incentive Plan.*

After the Effective Date, the New Parent Company will negotiate in good faith to implement a Management Incentive Plan; *provided* that such Management Incentive Plan shall be subject to the approval of the New Parent Board.

N. *Employee and Retiree Benefits*

Unless otherwise provided in the Plan and subject to approval by the New Parent Board, all employee wages, compensation, and benefit programs in place as of the Effective Date with the Debtors shall be assumed by the Reorganized Debtors and shall remain in place as of the Effective Date, and the Reorganized Debtors will continue to honor such agreements, arrangements, programs, and plans. Notwithstanding the foregoing, pursuant to section 1129(a)(13) of the Bankruptcy Code, from and after the Effective Date, all retiree benefits (as such term is defined in section 1114 of the Bankruptcy Code), if any, shall continue to be paid in accordance with applicable law.

O. *Retained Causes of Action.*

Except as otherwise provided in the Plan, or in any contract, instrument, release, or other agreement entered into in connection with the Plan, and excluding the Litigation Trust Causes of Action, in accordance with section 1123(b)(3) of the Bankruptcy Code, the Reorganized Debtors shall retain and shall have the exclusive right, authority, and discretion to (without further order of the Bankruptcy Court) determine and to initiate, file, prosecute, enforce, abandon, settle, compromise, release, or withdraw, or litigate to judgment any and all Retained Causes of Action that the Debtors or the Estates may hold against any Entity, whether arising before or after the Petition Date. The Debtors reserve and shall retain the foregoing Retained Causes of Action notwithstanding the rejection of any Executory Contract or Unexpired Lease during the Chapter 11 Cases.

Unless a Retained Cause of Action is expressly waived, relinquished, released, compromised or settled in the Plan or any Final Order of the Bankruptcy Court, the Debtors expressly reserve such Retained Cause of Action (including any counterclaims) for later adjudication by the Reorganized Debtors. Therefore, no preclusion doctrine, including the doctrines of res judicata, collateral, estoppel, issue preclusion, claim preclusion, waiver, estoppel (judicial, equitable or otherwise) or laches shall apply to such Retained Causes of Action (including counterclaims) on or after the Confirmation of the Plan.

P. *Litigation Trust*

The Litigation Trust will be governed by the Litigation Trust Agreement, which will be filed as part of the Plan Supplement. On the Effective Date, the Reorganized Debtors, on their own behalf and on behalf of the Litigation Trust Beneficiaries, shall execute the Litigation Trust Agreement and shall take all other steps necessary to establish the Litigation Trust in accordance with and pursuant to the terms of the Litigation Trust Agreement.

The Litigation Trust shall be established as a liquidating grantor trust for the purpose of liquidating and distributing the Litigation Trust Assets to the Litigation Trust Beneficiaries in accordance with this Plan and Treasury Regulation Section 301.7701-4(d), with no objective to continue or engage in the conduct of a trade or business. All parties and Litigation Trust Beneficiaries shall treat the transfers in trust described herein as transfers to the Litigation Trust Beneficiaries for all purposes of the Internal Revenue Code of 1986, as amended (including, sections 61(a)(12), 483, 1001, 1012, and 1274). All the parties and Litigation Trust Beneficiaries shall treat the transfers in trust as if all the transferred assets, including all the Litigation Trust Assets, had been first transferred to the Litigation Trust Beneficiaries and then transferred by the Litigation Trust Beneficiaries. The Litigation Trust Beneficiaries shall be treated for all purposes of the Internal Revenue Code of 1986, as amended, as the grantors of the Litigation Trust and the owners of the Litigation Trust. The Litigation Trustee shall file returns for the Litigation Trust as a grantor trust pursuant to Treasury Regulations section 1.671-4(a) or (b). All parties, including the Litigation Trust Beneficiaries and the Litigation Trustee shall value the Litigation Trust Assets consistently and such valuations shall be used for all federal income tax purposes.

The Reorganized Debtors shall transfer the Litigation Trust Assets to the Litigation Trust. Such transfers shall be exempt from any stamp, real estate transfer, mortgage reporting, sales, use, or other similar tax. Upon delivery of the Litigation Trust Assets to the Litigation Trust, the Reorganized Debtors shall be released from all liability with respect to the delivery of such distributions.

The Litigation Trust Agreement shall provide for the appointment of the Litigation Trustee. The Litigation Trustee shall be selected by the Required Consenting Lenders, and the Debtors will disclose the identity of the initial Litigation Trustee in the Plan Supplement. The retention of the Litigation Trustee shall be approved in the Confirmation Order.

The Litigation Trustee shall have the power to administer the assets of the Litigation Trust in accordance with the Litigation Trust Agreement. The Litigation Trustee shall be the estate representative designated to prosecute any and all Litigation Trust Causes of Action. Without limiting the generality of the foregoing, the Litigation Trustee shall (a) hold, administer

and prosecute the assets of the Litigation Trust and any proceeds thereof; (b) have the power and authority to retain, as an expense of the Litigation Trust, attorneys, advisors, other professionals and employees as may be appropriate to perform the duties required of the Litigation Trustee under the Litigation Trust Agreement; (c) make distributions as provided in the Litigation Trust Agreement; and (d) provide periodic reports and updates regarding the status of the administration of the Litigation Trust. The Litigation Trustee shall be deemed a Disbursing Agent under the Plan when making distributions to holders of Litigation Trust Interests pursuant to the Litigation Trust Agreement.

As soon as reasonably practicable after the Effective Date, the Reorganized Debtors will transfer the GUC Cash Pool, if any, to the Litigation Trust to fund its operations under the Plan and the Litigation Trust Agreement. Under no circumstances shall the Debtors or the Reorganized Debtors be required to contribute any of their respective assets to the Litigation Trust other than the GUC Cash Pool and the Litigation Trust Assets.

The Debtors or Reorganized Debtors, as applicable, shall provide the Litigation Trust with reasonable access to the books and records of the Debtors or Reorganized Debtors concerning the Litigation Trust Causes of Action. In connection with the transfer of the Litigation Trust Causes of Action, any attorney-client privilege, work-product privilege, or other privilege or immunity attaching to any documents or communications (whether written or oral) to the extent related to the Litigation Trust Causes of Action shall be shared by the Litigation Trust and the Reorganized Debtors and shall vest in the Litigation Trustee and attorneys, agents, and representatives to the extent necessary to effect such shared privilege. The Debtors or the Reorganized Debtors, as the case may be, and the Litigation Trustee are authorized to take all necessary actions to effectuate the sharing and vesting of such privileges. The Confirmation Order shall provide that the Litigation Trustee's receipt of the shared privileges shall be without waiver of any such privileges, in recognition of the joint and/or successorship interest in prosecuting claims on behalf of the Debtors' Estates. The Litigation Trustee shall not waive any privilege with respect to any documents or communication covered under this Section without the prior written consent of the Reorganized Debtors.

The transfer of the GUC Cash Pool and the Litigation Trust Assets to the Litigation Trust shall be made, as provided herein, for the benefit of the Litigation Trust Beneficiaries. Upon the transfer of the GUC Cash Pool and the Litigation Trust Assets, the Debtors or the Reorganized Debtors, as the case may be, shall have no interest in or with respect to the GUC Cash Pool, the Litigation Trust Assets or the Litigation Trust. To the extent that any Litigation Trust Assets cannot be transferred to the Litigation Trust because of a restriction on transferability under applicable non-bankruptcy law that is not superseded or preempted by section 1123 of the Bankruptcy Code or any other provision of the Bankruptcy Code, such Litigation Trust Assets shall be deemed to have been retained by the Reorganized Debtors and the Litigation Trustee shall be deemed to have been designated as a representative of the Reorganized Debtors pursuant to section 1123(b)(3)(B) of the Bankruptcy Code to enforce and pursue such Litigation Trust Assets on behalf of the Reorganized Debtors. Notwithstanding the foregoing, all net proceeds of such Litigation Trust Assets shall be transferred to the Litigation Trust to be distributed to the Litigation Trust Beneficiaries consistent with the terms of the Plan and the Litigation Trust Agreement.

**ARTICLE V.**  
**TREATMENT OF EXECUTORY CONTRACTS AND UNEXPIRED LEASES**

*A. Assumption and Rejection of Executory Contracts and Unexpired Leases.*

On the Effective Date, except as otherwise provided in the Plan, all Executory Contracts or Unexpired Leases not previously assumed or rejected pursuant to an order of the Bankruptcy Court, will be deemed rejected by the applicable Reorganized Debtor in accordance with the provisions and requirements of sections 365 and 1123 of the Bankruptcy Code, other than those Executory Contracts or Unexpired Leases that: (1) previously were assumed or rejected by the Debtors; (2) previously expired or terminated pursuant to their own terms; (3) are specifically designated on the Schedule of Assumed Contracts and Leases; (4) are subject to a motion to assume Executory Contracts or Unexpired Leases that is pending on the Confirmation Date; or (5) are subject to a motion to assume an Executory Contract or Unexpired Lease pursuant to which the requested effective date of such assumption is after the Effective Date.

Entry of the Confirmation Order by the Bankruptcy Court shall constitute an order approving the assumptions or rejections, as applicable, of the Executory Contracts and Unexpired Leases set forth in the Plan and the Schedule of Assumed Contracts and Leases pursuant to sections 365(a) and 1123 of the Bankruptcy Code. Any motions to reject Executory Contracts or Unexpired Leases pending on the Effective Date shall be subject to approval by the Bankruptcy Court on or after the Effective Date by a Final Order. Each Executory Contract and Unexpired Lease assumed pursuant to Article V.A of the Plan or by any order of the Bankruptcy Court, which has not been assigned to a third party prior to the Confirmation Date, shall revert in and be fully enforceable by the Reorganized Debtors in accordance with its terms, except as such terms are modified by the provisions of the Plan or any order of the Bankruptcy Court authorizing and providing for its assumption under applicable federal law. Notwithstanding anything to the contrary in the Plan, the Debtors or the Reorganized Debtors, as applicable, with the consent of the Required Consenting Lenders, reserve the right to alter, amend, modify, or supplement the Schedules identified in Article V of the Plan and in the Plan Supplement at any time through and including 45 days after the Effective Date. Any Executory Contracts or Unexpired Leases removed from the Schedule of Assumed Contracts and Leases after the Effective Date shall be deemed rejected as of the date the Reorganized Debtors file a notice reflecting the same.

*B. Indemnification Obligations.*

All indemnification provisions, consistent with applicable law, currently in place (whether in the by-laws, certificates of incorporation or formation, limited liability company agreements, other organizational documents, board resolutions, indemnification agreements, employment contracts, or otherwise) for the directors, officers, managers, employees, attorneys, accountants, investment bankers, and other professionals of the Debtors, as applicable as of the Petition Date, shall be reinstated and remain intact, irrevocable, and shall survive the Effective Date on terms no less favorable to such current directors, officers, managers, employees, attorneys, accountants, investment bankers, and other professionals of the Debtors than the indemnification provisions in place prior to the Effective Date. Any indemnification obligations



to Former Directors and Officers of the Debtors shall be terminated on the Effective Date and be of no further force and effect.

*C. Claims Based on Rejection of Executory Contracts or Unexpired Leases.*

Unless otherwise provided by a Final Order of the Bankruptcy Court, all Proofs of Claim with respect to Claims arising from the rejection of Executory Contracts or Unexpired Leases, pursuant to the Plan or the Confirmation Order, if any, must be Filed with the Bankruptcy Court within thirty (30) days after the later of (1) the date of entry of an order of the Bankruptcy Court (including the Confirmation Order) approving such rejection, (2) the effective date of such rejection, (3) the Effective Date, or (4) the date after the Effective Date that the applicable Schedules are altered, amended, modified, or supplemented, but only with respect to any Executory Contract or Unexpired Lease thereby affected. Any Claims arising from the rejection of an Executory Contract or Unexpired Lease not Filed with the Bankruptcy Court within such time will be automatically disallowed, forever barred from assertion, and shall not be enforceable against the Debtors or the Reorganized Debtors, the Estates, or their property without the need for any objection by the Reorganized Debtors or further notice to, or action, order, or approval of the Bankruptcy Court or any other Entity, and any Claim arising out of the rejection of the Executory Contract or Unexpired Lease shall be deemed fully satisfied, released, and discharged, notwithstanding anything in the Schedules or a Proof of Claim to the contrary. All Allowed Claims arising from the rejection of the Debtors' Executory Contracts or Unexpired Leases shall be classified as General Unsecured Claims and shall be treated in accordance with Article III.D.6 of the Plan.

*D. Cure of Defaults for Executory Contracts and Unexpired Leases Assumed.*

Any monetary defaults under each Executory Contract and Unexpired Lease to be assumed pursuant to the Plan shall be satisfied, pursuant to section 365(b)(1) of the Bankruptcy Code, by payment of the default amount in Cash on the Effective Date, subject to the limitation described below, or on such other terms as the parties to such Executory Contracts or Unexpired Leases may otherwise agree. In the event of a dispute regarding (1) the amount of any payments to cure such a default, (2) the ability of the Reorganized Debtors or any assignee to provide "adequate assurance of future performance" (within the meaning of section 365 of the Bankruptcy Code) under the Executory Contract or Unexpired Lease to be assumed, or (3) any other matter pertaining to assumption, the cure payments required by section 365(b)(1) of the Bankruptcy Code shall be made following the entry of a Final Order or orders resolving the dispute and approving the assumption. Pursuant to the Approval Order, the Debtors shall provide for notices of proposed assumption and proposed cure amounts and for procedures for objecting thereto and resolution of disputes by the Bankruptcy Court.

Assumption of any Executory Contract or Unexpired Lease pursuant to the Plan or otherwise shall result in the full release and satisfaction of any Claims or defaults, whether monetary or nonmonetary, including defaults of provisions restricting the change in control or ownership interest composition or other bankruptcy-related defaults, arising under any assumed Executory Contract or Unexpired Lease at any time prior to the effective date of assumption. Any Proofs of Claim Filed with respect to an Executory Contract or Unexpired Lease that has

been assumed shall be deemed disallowed and expunged, without further notice to or action, order, or approval of the Bankruptcy Court.

E. *Preexisting Obligations to the Debtors under Executory Contracts and Unexpired Leases.*

Rejection of any Executory Contract or Unexpired Lease pursuant to the Plan or otherwise shall not constitute a termination of preexisting obligations owed to the Debtors or the Reorganized Debtors, as applicable, under such Executory Contracts or Unexpired Leases. In particular, notwithstanding any non-bankruptcy law to the contrary, the Reorganized Debtors expressly reserve and do not waive any right to receive, or any continuing obligation of a counterparty to provide, warranties or continued maintenance obligations on goods previously purchased by the Debtors contracting from non-Debtor counterparties to rejected Executory Contracts or Unexpired Leases.

F. *Insurance Policies.*

Each of the Debtors' insurance policies and any agreements, documents, or instruments relating thereto, are treated as Executory Contracts under the Plan. Unless otherwise provided in the Plan, on the Effective Date, (1) the Debtors shall be deemed to have assumed all insurance policies and any agreements, documents, and instruments relating to coverage of all insured Claims and (2) such insurance policies and any agreements, documents, or instruments relating thereto shall revert in the Reorganized Debtors.

G. *Modifications, Amendments, Supplements, Restatements, or Other Agreements.*

Unless otherwise provided in the Plan, each Executory Contract or Unexpired Lease that is assumed shall include all modifications, amendments, supplements, restatements, or other agreements that in any manner affect such Executory Contract or Unexpired Lease, and all Executory Contracts and Unexpired Leases related thereto, if any, including all easements, licenses, permits, rights, privileges, immunities, options, rights of first refusal, and any other interests, unless any of the foregoing agreements has been previously rejected or repudiated or is rejected or repudiated under the Plan.

Modifications, amendments, supplements, and restatements to prepetition Executory Contracts and Unexpired Leases that have been executed by the Debtors during the Chapter 11 Cases shall not be deemed to alter the prepetition nature of the Executory Contract or Unexpired Lease, or the validity, priority, or amount of any Claims that may arise in connection therewith.

H. *Reservation of Rights.*

Neither the exclusion nor inclusion of any Executory Contract or Unexpired Lease on the Schedule of Assumed Contracts and Leases, nor anything contained in the Plan, shall constitute an admission by the Debtors that any such contract or lease is in fact an Executory Contract or Unexpired Lease or that any of the Reorganized Debtors has any liability thereunder. If there is a dispute regarding whether a contract or lease is or was executory or unexpired at the time of assumption or rejection, the Debtors or the Reorganized Debtors, as applicable, shall have thirty



(30) days following entry of a Final Order resolving such dispute to alter their treatment of such contract or lease under the Plan.

*I. Nonoccurrence of Effective Date.*

In the event that the Effective Date does not occur, the Bankruptcy Court shall retain jurisdiction with respect to any request to extend the deadline for assuming or rejecting Executory Contracts and Unexpired Leases pursuant to section 365(d)(4) of the Bankruptcy Code.

*J. Contracts and Leases Entered Into After the Petition Date.*

Contracts and leases entered into after the Petition Date by any Debtor, including any Executory Contracts and Unexpired Leases assumed by such Debtor, will be performed by the applicable Debtor or the Reorganized Debtors liable thereunder in the ordinary course of their business. Accordingly, such contracts and leases (including any assumed Executory Contracts and Unexpired Leases) will survive and remain unaffected by entry of the Confirmation Order.

**ARTICLE VI.  
PROVISIONS GOVERNING DISTRIBUTIONS**

*A. Timing and Calculation of Amounts to Be Distributed.*

Unless otherwise provided in the Plan, on the Effective Date or as soon as reasonably practicable thereafter (or if a Claim is not an Allowed Claim or Allowed Interest on the Effective Date, on the date that such Claim or Interest becomes an Allowed Claim or Allowed Interest, or as soon as reasonably practicable thereafter), each holder of an Allowed Claim or Allowed Interests (as applicable) shall receive the full amount of the distributions that the Plan provides for Allowed Claims or Allowed Interests (as applicable) in the applicable Class. In the event that any payment or act under the Plan is required to be made or performed on a date that is not a Business Day, then the making of such payment or the performance of such act may be completed on the next succeeding Business Day, but shall be deemed to have been completed as of the required date. If and to the extent that there are Disputed Claims or Disputed Interests, distributions on account of any such Disputed Claims or Disputed Interests shall be made pursuant to the provisions set forth in Article VII of the Plan. Except as otherwise provided in the Plan, holders of Claims or Interests shall not be entitled to interest, dividends, or accruals on the distributions provided for in the Plan, regardless of whether such distributions are delivered on or at any time after the Effective Date.

B. *Disbursing Agent.*

All distributions under the Plan shall be made by the Disbursing Agent. The Disbursing Agent shall not be required to give any bond or surety or other security for the performance of its duties unless otherwise ordered by the Bankruptcy Court. Additionally, in the event that the Disbursing Agent is so otherwise ordered, all costs and expenses of procuring any such bond or surety shall be borne by the Reorganized Debtors.

C. *Rights and Powers of Disbursing Agent.*

1. Powers of the Disbursing Agent.

The Disbursing Agent shall be empowered to: (a) effect all actions and execute all agreements, instruments, and other documents necessary to perform its duties under the Plan; (b) make all distributions contemplated in the Plan; and (c) exercise such other powers as may be vested in the Disbursing Agent by order of the Bankruptcy Court, pursuant to the Plan, or as deemed by the Disbursing Agent to be necessary and proper to implement the provisions of the Plan.

2. Expenses Incurred On or After the Effective Date.

Except as otherwise ordered by the Bankruptcy Court, the amount of any reasonable fees and expenses incurred by the Disbursing Agent on or after the Effective Date (including taxes), and any reasonable compensation and expense reimbursement claims (including reasonable attorney fees and expenses), made by the Disbursing Agent shall be paid in Cash by the Reorganized Debtors.

D. *Delivery of Distributions and Undeliverable or Unclaimed Distributions.*

1. Record Date for Distribution.

As of the close of business on the Distribution Record Date, the various transfer registers for each of the Classes of Claims or Interests shall be closed, and the Debtors shall not be required to make any further changes in the record holders of any of the Claims or Interests. The Debtors or the Disbursing Agent shall have no obligation to recognize any transfer of the Claims or Interests occurring on or after the Distribution Record Date. The Debtors and the Disbursing Agent shall be entitled to recognize and deal for all purposes under the Plan only with those record holders stated on the transfer ledgers as of the close of business on the Distribution Record Date, to the extent applicable.

2. Delivery of Distributions in General.

Except as otherwise provided in the Plan, the Disbursing Agent shall make distributions to holders of Allowed Claims and Allowed Interests (as applicable) as of the Distribution Record Date at the address for each such holder as indicated on the Debtors' records as of the date of any such distribution; *provided, however*, that the manner of such distributions shall be determined at the discretion of the Reorganized Debtors; *provided further, however*, that the address for each

holder of an Allowed Claim shall be deemed to be the address set forth in any Proof of Claim Filed by that holder.

3. Minimum Distributions.

No fractional shares of New Equity Interests shall be distributed and no Cash shall be distributed in lieu of such fractional amounts. When any distribution pursuant to the Plan on account of an Allowed Claim or Allowed Interest (as applicable) would otherwise result in the issuance of a number of shares of New Equity Interests that is not a whole number, the actual distribution of shares of New Equity Interests shall be rounded down to the nearest whole share. The total number of authorized shares of New Equity Interests to be distributed to holders of Allowed Claims and Allowed Interests (as applicable) shall be adjusted as necessary to account for the foregoing rounding. To the extent Cash is distributed under the Plan, no Cash payment of less than \$50.00 shall be made to a holder of an Allowed Claim on account of such Allowed Claim, and such amounts shall be retained by Reorganized Debtors.

4. Undeliverable Distributions and Unclaimed Property.

In the event that any distribution to any holder of Allowed Claims or Allowed Interests (as applicable) is returned as undeliverable, no distribution to such holder shall be made unless and until the Disbursing Agent has determined the then-current address of such holder, at which time such distribution shall be made to such holder without interest; *provided, however*, that such distributions shall be deemed unclaimed property under section 347(b) of the Bankruptcy Code at the expiration of one year from the Effective Date. After such date, all unclaimed property or interests in property shall revert to the Reorganized Debtors automatically and without need for a further order by the Bankruptcy Court (notwithstanding any applicable federal, provincial or state escheat, abandoned, or unclaimed property laws to the contrary), and the Claim of any holder of Claims and Interests to such property or Interest in property shall be discharged and forever barred.

E. *Manner of Payment.*

1. All distributions of the New Equity Interests to the holders of Allowed Claims under the Plan shall be made by the Disbursing Agent.

2. All distributions of the Exit Facility under the Plan shall be made by the Disbursing Agent.

3. All distributions of Cash to the holders of Allowed Claims under the Plan shall be made by the Disbursing Agent on behalf of the applicable Debtor.

4. At the option of the Disbursing Agent, any Cash payment to be made under the Plan may be made by check or wire transfer or as otherwise required or provided in applicable agreements.

F. *Distributions to Holders of General Unsecured Claims.*

1. On or before the date that is 180 days after the Effective Date, the Disbursing Agent shall distribute to each holder of an Allowed General Unsecured Claim its Pro Rata share of the Litigation Trust Interests.

2. Distributions on account of Disputed General Unsecured Claims shall be held in the Disputed Claims Reserve until such Claims have been either Allowed or Disallowed. To the extent a Disputed General Unsecured Claim becomes Allowed, the distribution reserved for such Claim shall be distributed to the holder thereof. To the extent a Disputed General Unsecured Claim becomes Disallowed, the distribution reserved for such Claim shall be distributed Pro Rata to holders of Allowed General Unsecured Claims.

3. For purposes of Article VI.F and Article III.D.6, “Pro Rata” means, as to a particular holder of a Claim in Class 6, the ratio that the amount of such Claim held by such Class 6 Claim holder bears to the aggregate amount of all Class 6 General Unsecured Claims (including any Allowed Term Loan Deficiency Claims), and such ratio shall be calculated as if all Disputed Class 6 General Unsecured Claims are Allowed Claims as of the Effective Date.

G. *Section 1145 Exemption*

Pursuant to section 1145 of the Bankruptcy Code, the offering, issuance, and distribution of the New Equity Interests as contemplated by Article III.D of the Plan, shall be exempt from, among other things, the registration requirements of section 5 of the Securities Act and any other applicable law requiring registration prior to the offering, issuance, distribution, or sale of securities. In addition, under section 1145 of the Bankruptcy Code, such New Equity Interests will be freely tradable in the U.S. by the recipients thereof, subject to the provisions of section 1145(b)(1) of the Bankruptcy Code relating to the definition of an underwriter in section 2(a)(11) of the Securities Act, and subject to any restrictions in the Reorganized Debtors’ Updated Governance Documents.

H. *Compliance with Tax Requirements.*

In connection with the Plan, to the extent applicable, the Debtors, the Reorganized Debtors and/or the Disbursing Agent shall comply with all tax withholding and reporting requirements imposed on them by any Governmental Unit, and all distributions made pursuant to the Plan shall be subject to such withholding and reporting requirements. Notwithstanding any provision in the Plan to the contrary, the Debtors, the Reorganized Debtors, and the Disbursing Agent shall be authorized to take all actions necessary to comply with such withholding and reporting requirements, including liquidating a portion of the distribution to be made under the Plan to generate sufficient funds to pay applicable withholding taxes, withholding distributions pending receipt of information necessary to facilitate such distributions, or establishing any other mechanisms they believe are reasonable and appropriate. The Debtors and the Reorganized Debtors reserve the right to allocate all distributions made under the Plan in compliance with all applicable wage garnishments, alimony, child support, and other spousal awards, liens, and encumbrances.

I. *Allocations.*

Distributions in respect of Allowed Claims shall be allocated first to the principal amount of such Claims (as determined for federal income tax purposes) and then, to the extent the consideration exceeds the principal amount of the Claims, to any portion of such Claims for accrued but unpaid interest.

J. *No Postpetition Interest on Claims.*

Unless otherwise specifically provided for in the Plan or the Confirmation Order, or required by applicable bankruptcy and non-bankruptcy law, postpetition interest shall not accrue or be paid on any prepetition Claims against the Debtors, and no holder of a prepetition Claim against the Debtors shall be entitled to interest accruing on or after the Petition Date on any such prepetition Claim.

K. *Foreign Currency Exchange Rate.*

Except as otherwise provided in a Bankruptcy Court order, as of the Effective Date, any Claim asserted in currency other than U.S. dollars shall be automatically deemed converted to the equivalent U.S. dollar value using the exchange rate for the applicable currency as published in The Wall Street Journal, National Edition, on the Petition Date.

L. *Setoffs and Recoupment.*

Except as expressly provided in the Plan, each Reorganized Debtor may, pursuant to section 553 of the Bankruptcy Code, set off and/or recoup against any Plan Distributions to be made on account of any Allowed Claim, any and all claims, rights, and Causes of Action that such Reorganized Debtor may hold against the holder of such Allowed Claim to the extent such setoff or recoupment is either (1) agreed in amount among the relevant Reorganized Debtor(s) and holder of Allowed Claim or (2) otherwise adjudicated by the Bankruptcy Court or another court of competent jurisdiction; *provided, however*, that neither the failure to effectuate a setoff or recoupment nor the allowance of any Claim under the Plan shall constitute a waiver or release by a Reorganized Debtor or its successor of any and all claims, rights, and Causes of Action that such Reorganized Debtor or its successor may possess against the applicable holder. In no event shall any holder of Claims against, or Interests in, the Debtors be entitled to recoup any such Claim or Interest against any claim, right, or Cause of Action of the Debtors or the Reorganized Debtors, as applicable, unless such holder actually has performed such recoupment and provided notice thereof in writing to the Debtors in accordance with Article XII of the Plan on or before the Effective Date, notwithstanding any indication in any Proof of Claim or otherwise that such holder asserts, has, or intends to preserve any right of recoupment.

M. *Claims Paid or Payable by Third Parties.*

1. Claims Paid by Third Parties.

The Debtors or the Reorganized Debtors, as applicable, shall reduce in full a Claim, and such Claim shall be disallowed without a Claims objection having to be Filed and without any further notice to or action, order, or approval of the Bankruptcy Court, to the extent that the

holder of such Claim receives payment in full on account of such Claim from a party that is not a Debtor or a Reorganized Debtor. Subject to the last sentence of this paragraph, to the extent a holder of a Claim receives a distribution on account of such Claim and receives payment from a party that is not a Debtor or a Reorganized Debtor on account of such Claim, such holder shall, within 14 days of receipt thereof, repay or return the distribution to the applicable Reorganized Debtor, to the extent the holder's total recovery on account of such Claim from the third party and under the Plan exceeds the amount of such Claim as of the date of any such distribution under the Plan. The failure of such holder to timely repay or return such distribution shall result in the holder owing the applicable Reorganized Debtor annualized interest at the Federal Judgment Rate on such amount owed for each Business Day after the 14-day grace period specified above until the amount is repaid.

2. Claims Payable by Third Parties.

No distributions under the Plan shall be made on account of an Allowed Claim that is payable pursuant to one of the Debtors' insurance policies until the holder of such Allowed Claim has exhausted all remedies with respect to such insurance policy. To the extent that one or more of the Debtors' insurers agrees to satisfy in full or in part a Claim (if and to the extent adjudicated by a court of competent jurisdiction), then immediately upon such insurers' agreement, the applicable portion of such Claim may be expunged without a Claims objection having to be Filed and without any further notice to or action, order, or approval of the Bankruptcy Court.

3. Applicability of Insurance Policies.

Except as otherwise provided in the Plan, distributions to holders of Allowed Claims shall be in accordance with the provisions of any applicable insurance policy. Nothing contained in the Plan shall constitute or be deemed a waiver of any Cause of Action that the Debtors or any Entity may hold against any other Entity, including insurers under any policies of insurance, nor shall anything contained in the Plan constitute or be deemed a waiver by such insurers of any defenses, including coverage defenses, held by such insurers.

**ARTICLE VII.  
PROCEDURES FOR RESOLVING CONTINGENT,  
UNLIQUIDATED, AND DISPUTED CLAIMS**

A. *Claims Administration Responsibilities.*

Except as otherwise specifically provided in the Plan, after the Effective Date, the Reorganized Debtors, with respect to all Interests and Claims shall have the authority to: (1) File, withdraw, or litigate to judgment, objections to Claims or Interests; (2) settle or compromise any Disputed Claim without any further notice to or action, order, or approval by the Bankruptcy Court; and (3) administer and adjust the Claims Register to reflect any such settlements or compromises without any further notice to or action, order, or approval by the Bankruptcy Court. After the Effective Date, each of the Reorganized Debtors shall have and retain any and all rights and defenses such Debtor had with respect to any Interests or Claims immediately prior to the Effective Date.



Except as otherwise specifically provided in the Plan, after the Effective Date, the Litigation Trustee, with respect to General Unsecured Claims only, shall have the authority to: (1) File, withdraw, or litigate to judgment, objections to Claims; (2) settle or compromise any Disputed Claim without any further notice to or action, order, or approval by the Bankruptcy Court; and (3) administer and adjust the Claims Register to reflect any such settlements or compromises without any further notice to or action, order, or approval by the Bankruptcy Court. After the Effective Date, the Litigation Trustee shall have and retain any and all rights and defenses the applicable Debtor had with respect to any General Unsecured Claim immediately prior to the Effective Date.

**B. *Estimation of Claims and Interests.***

Before or after the Effective Date, the Debtors or the Reorganized Debtors, and the Litigation Trustee, as applicable, may (but are not required to) at any time request that the Bankruptcy Court estimate any Disputed Claim or Disputed Interest that is contingent or unliquidated pursuant to section 502(c) of the Bankruptcy Code for any reason, regardless of whether any party previously has objected to such Claim or Interest or whether the Bankruptcy Court has ruled on any such objection, and the Bankruptcy Court shall retain jurisdiction to estimate any such Claim or Interest, including during the litigation of any objection to any Claim or Interest or during the appeal relating to such objection. Notwithstanding any provision otherwise in the Plan, a Claim or Interest that has been expunged from the Claims Register, but that either is subject to appeal or has not been the subject of a Final Order, shall be deemed to be estimated at zero dollars unless otherwise ordered by the Bankruptcy Court. In the event that the Bankruptcy Court estimates any contingent or unliquidated Claim or Interest, that estimated amount shall constitute a maximum limitation on such Claim or Interest for all purposes under the Plan (including for purposes of distributions), and the relevant Reorganized Debtor may elect to pursue any supplemental proceedings to object to any ultimate distribution on such Claim or Interest.

**C. *Adjustment to Claims or Interests without Objection.***

Any Claim or Interest that has been paid or satisfied, or any Claim or Interest that has been amended or superseded, may be adjusted or expunged on the Claims Register by the Reorganized Debtors without any further notice to or action, order, or approval of the Bankruptcy Court.

**D. *Time to File Objections to Claims.***

Except as otherwise specifically provided in the Plan and unless extended by order of the Bankruptcy Court, any objections to Claims shall be Filed on or before the later of (1) 180 days after the Effective Date and (2) such other period of limitation as may be specifically fixed by a Final Order of the Bankruptcy Court for objecting to such claims.

**E. *Disallowance of Claims or Interests.***

Except as otherwise specifically provided in the Plan, any Claims or Interests held by Entities from which property is recoverable under section 542, 543, 550, or 553 of the Bankruptcy Code, or that is a transferee of a transfer avoidable under section 522(f), 522(h), 544,

545, 547, 548, 549, or 724(a) of the Bankruptcy Code, shall be deemed disallowed pursuant to section 502(d) of the Bankruptcy Code, and holders of such Claims or Interests may not receive any distributions on account of such Claims until such time as any objection to those Claims or Interests have been settled or a Bankruptcy Court order with respect thereto has been entered.

All Claims Filed on account of an indemnification obligation to a director, officer, or employee shall be deemed satisfied and expunged from the Claims Register as of the Effective Date to the extent such indemnification obligation is assumed (or honored or reaffirmed, as the case may be) pursuant to the Plan, without any further notice to or action, order, or approval of the Bankruptcy Court.

Except as provided in the Plan or otherwise agreed, any and all Proofs of Claim Filed after the Bar Date shall be deemed disallowed and expunged as of the Effective Date without any further notice to or action, order, or approval of the Bankruptcy Court, and holders of such Claims may not receive any distributions on account of such Claims, unless on or before the Confirmation Hearing such late Claim has been deemed timely Filed by a Final Order.

F. *Amendments to Claims or Interests.*

On or after the Effective Date, a Claim or Interest may not be Filed or amended without the prior authorization of the Bankruptcy Court or the Reorganized Debtors and any such new or amended Claim or Interest Filed shall be deemed disallowed in full and expunged without any further action; provided, however, that Governmental Units shall not be required to obtain authorization of the Bankruptcy Court or the Reorganized Debtors to File or amend a Proof of Claim prior to the bar date applicable to the Claim of such Governmental Unit.

G. *No Distributions Pending Allowance.*

If an objection to a Claim or Interest or portion thereof is Filed as set forth in Article VII of the Plan, no payment or distribution provided under the Plan shall be made on account of such Claim or Interest or portion thereof unless and until such Disputed Claim or Interest becomes an Allowed Claim or Interest.

H. *Distributions After Allowance.*

To the extent that a Disputed Claim ultimately becomes an Allowed Claim or Allowed Interest, distributions (if any) shall be made to the holder of such Allowed Claim or Allowed Interest (as applicable) in accordance with the provisions of the Plan. As soon as practicable after the date that the order or judgment of the Bankruptcy Court allowing any Disputed Claim or Disputed Interest becomes a Final Order, the Disbursing Agent shall provide to the holder of such Claim or Interest the distribution (if any) to which such holder is entitled under the Plan as of the Effective Date, without any interest, dividends, or accruals to be paid on account of such Claim or Interest unless required under applicable bankruptcy law.



**ARTICLE VIII.**  
**SETTLEMENT, RELEASE, INJUNCTION, AND RELATED PROVISIONS**

**A.     *Release of Debtors.***

Pursuant to section 1141(d) of the Bankruptcy Code, and except as otherwise specifically provided in the Plan, the Confirmation Order, or in any contract, instrument, or other agreement or document created pursuant to the Plan, the distributions, rights, and treatment that are provided in the Plan shall be in complete satisfaction, discharge, and release, effective as of the Effective Date, of Claims (including any Intercompany Claims resolved or compromised after the Effective Date), Interests, and Causes of Action of any nature whatsoever, including any interest accrued on Claims or Interests from and after the Petition Date, whether known or unknown, against, liabilities of, liens on, obligations of, rights against, and Interests in, the Debtors or any of their assets or properties, regardless of whether any property shall have been distributed or retained pursuant to the Plan on account of such Claims and Interests, including demands, liabilities, and Causes of Action that arose before the Effective Date, any liability (including withdrawal liability) to the extent such Claims or Interests relate to services performed by employees of the Debtors prior to the Effective Date and that arise from a termination of employment, any contingent or non-contingent liability on account of representations or warranties issued on or before the Effective Date, and all debts of the kind specified in sections 502(g), 502(h), or 502(i) of the Bankruptcy Code, in each case whether or not: (a) a Proof of Claim based upon such debt or right is filed or deemed filed pursuant to section 501 of the Bankruptcy Code; (b) a Claim or Interest based upon such debt, right, or Interest is Allowed pursuant to section 502 of the Bankruptcy Code; or (c) the holder of such a Claim or Interest has accepted the Plan. The Confirmation Order shall be a judicial determination of the discharge of all Claims and Interests subject to the occurrence of the Effective Date.

**B.     *Release of Liens.***

Except as otherwise provided in the Plan, or any contract, instrument, release, or other agreement or document created pursuant to the Plan, on the Effective Date and concurrently with the applicable distributions made pursuant to the Plan and, in the case of a Secured Claim, satisfaction in full of the portion of the Secured Claim that is Allowed as of the Effective Date, except for Other Secured Claims that the Debtors elect to reinstate in accordance with Article III.D. of the Plan, all mortgages, deeds of trust, Liens, pledges, or other security interests against any property of the Estates shall be fully released and discharged, and all of the right, title, and interest of any holder of such mortgages, deeds of trust, Liens, pledges, or other security interests shall revert to the Reorganized Debtors and their successors and assigns. On and after the Effective Date, any holder of such Secured Claim (and the applicable agents for such holder), at the expense of the Reorganized Debtors, shall be authorized and directed to release any collateral or other property of any Debtor (including any Cash collateral and possessory collateral) held by such holder (and the applicable agents for such holder), and to take such actions as may be reasonably requested by the Reorganized Debtors to evidence the release of such Lien, including the execution, delivery, and filing or recording of such releases. The presentation or filing of the Confirmation Order to or with any federal, state, provincial, or local agency or

department shall constitute good and sufficient evidence of, but shall not be required to effect, the termination of such Liens.

Without limiting the automatic release provisions of the immediately preceding paragraph: (i) except for distributions required under Article II. and Article III.D. of the Plan, no other distribution under the Plan shall be made to or on behalf of any Claim holder unless and until such holder executes and delivers to the Debtors or Reorganized Debtors such release of liens or otherwise turns over and releases such Cash, pledge or other possessory liens; and (ii) any such holder that fails to execute and deliver such release of liens within 180 days of the Effective Date shall be deemed to have no Claim against the Debtors or their assets or property in respect of such Claim and shall not participate in any distribution under the Plan.

*C. Releases by the Debtors.*

Except as provided for in the Plan or the Confirmation Order, pursuant to section 1123(b) of the Bankruptcy Code, for good and valuable consideration, on and after the Effective Date, each Released Party is deemed released and discharged by the Debtors, the Reorganized Debtors, and their Estates from any and all Causes of Action, including any derivative claims, asserted on behalf of the Debtors, that the Debtors, the Reorganized Debtors, or their Estates would have been legally entitled to assert in their own right (whether individually or collectively) or on behalf of the holder of any Claim against, or Interest in, a Debtor or other Entity, based on or relating to, or in any manner arising from, in whole or in part, the Debtors, the Debtors' in- or out-of-court restructuring efforts, the Exit Facility, the Chapter 11 Cases, the formulation, preparation, dissemination, negotiation or filing of the Disclosure Statement, the DIP Facility, the Plan, the Exit Facility or any Restructuring Transaction, contract, instrument, release, or other agreement or document created or entered into in connection with the Disclosure Statement, the DIP Facility, the Plan, the Exit Facility, the filing of the Chapter 11 Cases, the pursuit of Confirmation, the pursuit of Consummation, the administration and implementation of the Plan, including the issuance or distribution of securities pursuant to the Plan, or the distribution of property under the Plan or any other related agreement, or upon any other act or omission, transaction, agreement, event, or other occurrence taking place on or before the Effective Date. Notwithstanding anything to the contrary herein, in the event Class 6 accepts the Plan or the Standing Motion is denied, then the Standing Motion Claims against the Term Loan Secured Parties shall be released pursuant to this Article VIII.C of the Plan. In the event Class 6 does not accept the Plan and the Standing Motion is granted, then the Standing Motion Claims against the Term Loan Secured Parties shall be included in the Litigation Trust Causes of Action and shall not be released by the Debtors, the Reorganized Debtors, or their Estates. Notwithstanding anything to the contrary in the foregoing, the releases set forth above do not release obligations of any party or Entity under the Plan, or any document, instrument, or agreement executed to implement the Plan.

D. *Releases by Holders of Claims and Interests.*

Except as provided for in the Plan or Confirmation Order, as of the Effective Date, each Releasing Party is deemed to have released and discharged each Released Party from any and all Causes of Action, whether known or unknown, including any derivative claims, asserted on behalf of the Debtors, that such Entity would have been legally entitled to assert (whether individually or collectively), based on or relating to, or in any manner arising from, in whole or in part, the Debtors, the Debtors' in or out-of-court restructuring efforts, Intercompany Claims, the Exit Facility, the Chapter 11 Cases, the formulation, preparation, dissemination, negotiation, or filing of the Disclosure Statement, the DIP Facility, the Plan, the Exit Facility, or any Restructuring Transaction, contract, instrument, release, or other agreement or document created or entered into in connection with the Disclosure Statement, the DIP Facility, the Exit Facility, or the Plan, the filing of the Chapter 11 Cases, the pursuit of Confirmation, the pursuit of Consummation, the administration and implementation of the Plan, including the issuance or distribution of securities pursuant to the Plan, or the distribution of property under the Plan or any other related agreement, or upon any other related act or omission, transaction, agreement, event, or other occurrence taking place on or before the Effective Date, except for Causes of Action arising from any act or omission that is determined in a Final Order to have constituted actual fraud, gross negligence, or willful misconduct of such applicable Released Party. Notwithstanding anything to the contrary in the foregoing, the releases set forth above do not release obligations of any party or Entity under the Plan, or any document, instrument, or agreement executed to implement the Plan.

E. *Exculpation.*

Except as provided for in the Plan or Confirmation Order, no Exculpated Party shall have or incur, and each Exculpated Party is released and exculpated from any Cause of Action for any Claim related to any act or omission in connection with, relating to, or arising out of, the Chapter 11 Cases, the formulation, preparation, dissemination, negotiation, or filing of the Disclosure Statement, the DIP Facility, the Exit Facility, the Plan, or any Restructuring Transaction, contract, instrument, release or other agreement or document created or entered into in connection with the Disclosure Statement or the Plan, the filing of the Chapter 11 Cases, the pursuit of Confirmation, the pursuit of Consummation, the administration and implementation of the Plan, including the issuance of securities pursuant to the Plan, or the distribution of property under the Plan or any other related agreement, except for Causes of Action arising from any act or omission that is determined in a Final Order to have constituted actual fraud, gross negligence, or willful misconduct of such applicable Exculpated Party, but in all respects such Entities shall be entitled to reasonably rely upon the advice of counsel with respect to their duties and responsibilities pursuant to the Plan.

The Section 1125(e) Protected Parties have, and upon completion of the Plan shall be deemed to have, participated in good faith and in compliance with the applicable laws with regard to the solicitation of votes and distribution of consideration pursuant to the Plan and, therefore, are not, and on account of such distributions shall not be, liable at any time for the violation of any applicable law, rule, or regulation governing the solicitation of

acceptances or rejections of the Plan or such distributions made pursuant to the Plan. Each of the Section 1125(e) Protected Parties shall be entitled to and granted the protections and benefits of section 1125(e) of the Bankruptcy Code.

F. *Injunction.*

Except as otherwise expressly provided in the Plan or for obligations issued or required to be paid pursuant to the Plan or the Confirmation Order, all Entities who have held, hold, or may hold Claims or Interests that have been released, discharged, or are subject to exculpation are permanently enjoined, from and after the Effective Date, from taking any of the following actions against, as applicable, the Debtors, the Reorganized Debtors, the Exculpated Parties, or the Released Parties: (a) commencing or continuing in any manner any action or other proceeding of any kind on account of or in connection with or with respect to any such Claims or Interests; (b) enforcing, attaching, collecting, or recovering by any manner or means any judgment, award, decree, or order against such Entities on account of or in connection with or with respect to any such Claims or Interests; (c) creating, perfecting, or enforcing any encumbrance of any kind against such Entities or the property or the estates of such Entities on account of or in connection with or with respect to any such Claims or Interests; (d) asserting any right of setoff, subrogation, or recoupment of any kind against any obligation due from such Entities or against the property of such Entities on account of or in connection with or with respect to any such Claims or Interests unless such holder has filed a motion requesting the right to perform such setoff on or before the Effective Date, and notwithstanding an indication of a Claim or Interest or otherwise that such holder asserts, has, or intends to preserve any right of setoff pursuant to applicable law or otherwise; and (e) commencing or continuing in any manner any action or other proceeding of any kind on account of or in connection with or with respect to any such Claims or Interests released or settled pursuant to the Plan.

G. *Protections Against Discriminatory Treatment.*

Consistent with section 525 of the Bankruptcy Code and the Supremacy Clause of the U.S. Constitution, all Entities, including Governmental Units, shall not discriminate against the Reorganized Debtors or deny, revoke, suspend, or refuse to renew a license, permit, charter, franchise, or other similar grant to, condition such a grant to, discriminate with respect to such a grant against, the Reorganized Debtors, or another Entity with whom the Reorganized Debtors have been associated, solely because each Debtor has been a debtor under chapter 11 of the Bankruptcy Code, has been insolvent before the commencement of the Chapter 11 Cases (or during the Chapter 11 Cases but before the Debtors are granted or denied a discharge), or has not paid a debt that is dischargeable in the Chapter 11 Cases.

H. *Reimbursement or Contribution.*

If the Bankruptcy Court disallows a Claim for reimbursement or contribution of an Entity pursuant to section 502(e)(1)(B) of the Bankruptcy Code, then to the extent that such Claim is contingent as of the time of allowance or disallowance, such Claim shall be forever disallowed and expunged notwithstanding section 502(j) of the Bankruptcy Code, unless prior to the Confirmation Date: (1) such Claim has been adjudicated as non-contingent or (2) the relevant

holder of a Claim has Filed a non-contingent Proof of Claim on account of such Claim and a Final Order has been entered prior to the Confirmation Date determining such Claim as no longer contingent.

**ARTICLE IX.  
CONDITIONS PRECEDENT TO CONFIRMATION  
AND CONSUMMATION OF THE PLAN**

**A. *Conditions Precedent to Confirmation.***

The following are conditions precedent to confirmation of the Plan that shall be satisfied or waived in writing in accordance with Article IX.C of the Plan:

1. the Bankruptcy Court shall have approved a Disclosure Statement with respect to the Plan in form and substance acceptable to (i) the Debtors and (ii) the Required Consenting Lenders; and
2. the Confirmation Order, the Plan, and the Plan Documents shall be in form and substance acceptable to (i) the Debtors and (ii) the Required Consenting Lenders.

**B. *Conditions Precedent to Effectiveness.***

The following are conditions precedent to the occurrence of the Effective Date, each of which shall be satisfied or waived in writing in accordance with Article IX.C of the Plan:

1. the Bankruptcy Court shall have entered the Confirmation Order in form and substance acceptable to (i) the Debtors and (ii) the Required Consenting Lenders; and the Confirmation Order (a) shall not have been reversed or vacated or be subject to a then-effective stay, and (b) shall have become a Final Order;
2. the Plan and the Plan Supplement, including any exhibits, schedules, documents, amendments, modifications, or supplements thereto, and inclusive of any amendments, modifications, or supplements made after the Confirmation Date but before the Effective Date, shall be in form and substance acceptable to (i) the Debtors and (ii) the Required Consenting Lenders;
3. the Updated Governance Documents shall have been in place, effective, and filed where required;
4. the Debtors shall have obtained all authorizations, consents, regulatory approvals, rulings, or documents that are necessary to implement and effectuate the Plan;
5. the Professional Compensation Claim Reserve shall have been established and funded with the Professional Compensation Claim Amount;
6. the Debtors, subject to the sole discretion of the Required Consenting Lenders, shall have assumed, assigned, rejected, and/or amended all Unexpired Leases and Executory Contracts;

7. the Exit Facility shall have been consummated (with all conditions precedent thereto having been satisfied or waived); and

8. all documents necessary to consummate the Plan shall have been executed and delivered, and any conditions (other than the occurrence of the Effective Date or certification by the Debtors that the Effective Date has occurred) contained therein shall have been satisfied or waived in accordance therewith.

C. *Waiver of Conditions.*

The conditions to Confirmation and the Effective Date set forth in Article IX of the Plan may be waived only with the prior written consent of (i) the Debtors and (ii) the Required Consenting Lenders, without notice, leave, or order of the Bankruptcy Court or any formal action other than proceedings to confirm or Consummate the Plan.

D. *Effect of Failure of Conditions.*

If Consummation does not occur, the Plan shall be null and void in all respects and nothing contained in the Plan or the Disclosure Statement shall: (1) constitute a waiver or release of any Claims by the Debtors, Claims, or Interests; (2) prejudice in any manner the rights of the Debtors, any holders of Claims or Interests, or any other Entity; or (3) constitute an admission, acknowledgment, offer, or undertaking by the Debtors, any holders of Claims or Interests, or any other Entity.

**ARTICLE X.  
MODIFICATION, REVOCATION, OR WITHDRAWAL OF THE PLAN**

A. *Modification and Amendments.*

Except as otherwise specifically provided in the Plan, the Debtors reserve the right, with the consent of the Required Consenting Lenders, to modify the Plan, whether such modification is material or immaterial, and seek Confirmation consistent with the Bankruptcy Code and, as appropriate, not resolicit votes on such modified Plan. Subject to those restrictions on modifications set forth in the Plan and the requirements of section 1127 of the Bankruptcy Code, Rule 3019 of the Federal Rules of Bankruptcy Procedure, and, to the extent applicable, sections 1122, 1123, and 1125 of the Bankruptcy Code, each of the Debtors expressly reserves its respective rights, with the consent of the Required Consenting Lenders, to revoke or withdraw, or, to alter, amend, or modify the Plan with respect to such Debtor, one or more times, after Confirmation, and, to the extent necessary may initiate proceedings in the Bankruptcy Court to so alter, amend, or modify the Plan, or remedy any defect or omission, or reconcile any inconsistencies in the Plan, the Disclosure Statement, or the Confirmation Order, in such matters as may be necessary to carry out the purposes and intent of the Plan.



B. *Effect of Confirmation on Modifications.*

Entry of a Confirmation Order shall mean that all modifications or amendments to the Plan since the Solicitation thereof are approved pursuant to section 1127(a) of the Bankruptcy Code and do not require additional disclosure or re-solicitation under Bankruptcy Rule 3019.

C. *Revocation or Withdrawal of Plan.*

The Debtors reserve the right, with the consent of the Required Consenting Lenders, to revoke or withdraw the Plan prior to the Confirmation Date and to File subsequent plans of reorganization. If the Debtors revoke or withdraw the Plan, or if Confirmation or Consummation does not occur, then: (1) the Plan shall be null and void in all respects; (2) any settlement or compromise embodied in the Plan (including the fixing or limiting to an amount certain of any Claim or Interest or Class of Claims or Interests), assumption or rejection of Executory Contracts or Unexpired Leases effected under the Plan, and any document or agreement executed pursuant to the Plan, shall be deemed null and void; and (3) nothing contained in the Plan shall: (a) constitute a waiver or release of any Claims or Interests; (b) prejudice in any manner the rights of such Debtor or any other Entity; or (c) constitute an admission, acknowledgement, offer, or undertaking of any sort by such Debtor or any other Entity.

## ARTICLE XI. RETENTION OF JURISDICTION

To the fullest extent permitted by applicable law, and notwithstanding the entry of the Confirmation Order and the occurrence of the Effective Date, on and after the Effective Date, the Bankruptcy Court shall retain exclusive jurisdiction over all matters arising out of, or relating to, the Chapter 11 Cases and the Plan pursuant to sections 105(a) and 1142 of the Bankruptcy Code, including jurisdiction to:

1. allow, disallow, determine, liquidate, classify, estimate, or establish the priority, secured or unsecured status, or amount of any Claim or Interest, including the resolution of any request for payment of any Administrative Claim and the resolution of any and all objections to the secured or unsecured status, priority, amount, or allowance of Claims or Interests;
2. decide and resolve all matters related to the granting and denying, in whole or in part, any applications for allowance of compensation or reimbursement of expenses to Professionals authorized pursuant to the Bankruptcy Code or the Plan;
3. resolve any matters related to: (a) the assumption, assumption and assignment, or rejection of any Executory Contract or Unexpired Lease to which a Debtor is party or with respect to which a Debtor may be liable and to hear, determine, and, if necessary, liquidate, any Claims arising therefrom, including Cure Claims pursuant to section 365 of the Bankruptcy Code; (b) any potential contractual obligation under any Executory Contract or Unexpired Lease that is assumed; (c) the Reorganized Debtors amending, modifying, or supplementing, after the Effective Date, pursuant to Article V of the Plan, the Schedules of Executory Contracts and Unexpired Leases to be assumed or rejected or otherwise; and (d) any dispute regarding whether a contract or lease is or was executory or expired;

4. ensure that distributions to holders of Allowed Claims and Allowed Interests (as applicable) are accomplished pursuant to the provisions of the Plan;

5. adjudicate, decide, or resolve any motions, adversary proceedings, contested or litigated matters, and any other matters, and grant or deny any applications involving a Debtor that may be pending on the Effective Date;

6. adjudicate, decide, or resolve any and all matters related to section 1141 of the Bankruptcy Code;

7. enter and implement such orders as may be necessary to execute, implement, or consummate the provisions of the Plan and all contracts, instruments, releases, indentures, and other agreements or documents created in connection with the Plan or the Disclosure Statement;

8. enter and enforce any order for the sale of property pursuant to sections 363, 1123, or 1146(a) of the Bankruptcy Code;

9. resolve any cases, controversies, suits, disputes, or Causes of Action that may arise in connection with the Consummation, interpretation, or enforcement of the Plan or any Entity's obligations incurred in connection with the Plan;

10. issue injunctions, enter and implement other orders, or take such other actions as may be necessary to restrain interference by any Entity with Consummation or enforcement of the Plan;

11. resolve any cases, controversies, suits, disputes, or Causes of Action with respect to the releases, injunctions, and other provisions contained in Article VIII of the Plan and enter such orders as may be necessary to implement such releases, injunctions, and other provisions;

12. resolve any cases, controversies, suits, disputes, or Causes of Action with respect to the repayment or return of distributions and the recovery of additional amounts owed by the holder of a Claim or Interest for amounts not timely repaid pursuant to Article VI of the Plan;

13. enter and implement such orders as are necessary if the Confirmation Order is for any reason modified, stayed, reversed, revoked, or vacated;

14. determine any other matters that may arise in connection with or relate to the Plan, the Disclosure Statement, the Confirmation Order, or any contract, instrument, release, indenture, or other agreement or document created in connection with the Plan or the Disclosure Statement;

15. enter an order concluding or closing the Chapter 11 Cases;

16. adjudicate any and all disputes arising from or relating to distributions under the Plan;



17. consider any modifications of the Plan, to cure any defect or omission, or to reconcile any inconsistency in any Bankruptcy Court order, including the Confirmation Order;

18. determine requests for the payment of Claims and Interests entitled to priority pursuant to section 507 of the Bankruptcy Code;

19. hear and determine disputes arising in connection with the interpretation, implementation, or enforcement of the Plan or the Confirmation Order, including disputes arising under agreements, documents, or instruments executed in connection with the Plan;

20. hear and determine matters concerning state, local, and federal taxes in accordance with sections 346, 505, and 1146 of the Bankruptcy Code;

21. hear and determine all disputes involving the existence, nature, scope, or enforcement of any exculpations, discharges, injunctions and released granted in the Plan, including under Article VIII of the Plan, regardless of whether such termination occurred prior to or after the Effective Date;

22. enforce all orders previously entered by the Bankruptcy Court; and

23. hear any other matter not inconsistent with the Bankruptcy Code.

## **ARTICLE XII. MISCELLANEOUS PROVISIONS**

### **A. *Immediate Binding Effect.***

Subject to Article IX.A of the Plan and notwithstanding Bankruptcy Rules 3020(e), 6004(h), or 7062 or otherwise, upon the occurrence of the Effective Date, the terms of the Plan (including the Plan Supplement) shall be immediately effective and enforceable and deemed binding upon the Debtors, the Reorganized Debtors, and any and all holders of Claims or Interests (irrespective of whether such Claims or Interests are deemed to have accepted the Plan), all Entities that are parties to or are subject to the settlements, compromises, releases, discharges, and injunctions described in the Plan, each Entity acquiring property under the Plan, and any and all non-Debtor parties to Executory Contracts and Unexpired Leases with the Debtors.

### **B. *Additional Documents.***

On or before the Effective Date, the Debtors may file with the Bankruptcy Court such agreements and other documents as may be necessary to effectuate and further evidence the terms and conditions of the Plan. The Debtors or the Reorganized Debtors, as applicable, and all holders of Claims or Interests receiving distributions pursuant to the Plan and all other parties in interest shall, from time to time, prepare, execute, and deliver any agreements or documents and take any other actions as may be necessary or advisable to effectuate the provisions and intent of the Plan.

C. *Payment of Statutory Fees.*

All fees payable pursuant to section 1930(a) of the Judicial Code, as determined by the Bankruptcy Court at a hearing pursuant to section 1128 of the Bankruptcy Code, shall be paid by each of the Reorganized Debtors (or the Disbursing Agent on behalf of each of the Reorganized Debtors) to the extent required by applicable law with respect to such fees that have accrued as of the Effective Date. Any such fees that accrue after the Effective Date, if any, shall be paid by the Litigation Trust, unless otherwise ordered by the Bankruptcy Court.

D. *Statutory Committee and Cessation of Fee and Expense Payment.*

On the Effective Date, any statutory committee appointed in the Chapter 11 Cases shall (other than for purposes of filing final fee applications and obtaining Bankruptcy Court approval of same) dissolve and members thereof shall be released and discharged from all rights and duties from or related to the Chapter 11 Cases. The Reorganized Debtors shall no longer be responsible for paying any fees or expenses incurred by the members of or advisors to any statutory committees after the Effective Date.

E. *Reservation of Rights.*

Except as expressly set forth in the Plan, the Plan shall have no force or effect unless the Bankruptcy Court shall enter the Confirmation Order, and the Confirmation Order shall have no force or effect if the Effective Date does not occur. None of the Filing of the Plan, any statement or provision contained in the Plan, or the taking of any action by any Debtor with respect to the Plan, the Disclosure Statement, or the Plan Supplement shall be or shall be deemed to be an admission or waiver of any rights of any Debtor with respect to the holders of Claims or Interests prior to the Effective Date.

F. *Successors and Assigns.*

The rights, benefits, and obligations of any Entity named or referred to in the Plan shall be binding on, and shall inure to the benefit of any heir, executor, administrator, successor or assign, Affiliate, officer, director, agent, representative, attorney, beneficiaries, or guardian, if any, of each Entity.

G. *Notices.*

All notices, requests, and demands to or upon the Debtors to be effective shall be in writing (including by facsimile transmission) and, unless otherwise expressly provided in the Plan, shall be deemed to have been duly given or made when actually delivered or, in the case of notice by facsimile transmission, when received and telephonically confirmed, addressed as follows:

1. Counsel to Debtors:

Haynes and Boone, LLP  
301 Commerce St., Suite 2600  
Fort Worth, Texas 76102  
Attn: Stephen Pezanosky, Matt Ferris, and David Staab  
Stephen.Pezanosky@haynesboone.com  
Matt.Ferris@haynesboone.com  
David.Staab@haynesboone.com

2. Counsel to DIP Agent and Term Loan Agent:

Sidley Austin LLP  
2021 McKinney Ave #2000  
Dallas, Texas 75201  
Attn: Charles Persons and Dennis Twomey  
cpersons@sidley.com  
dtwomey@sidley.com

3. Counsel to the Committee:

Kilpatrick Townsend & Stockton LLP  
2001 Ross Avenue, Suite 4400  
Dallas, TX 75201  
Attn: Patrick J. Carew  
pcarew@kilpatricktownsend.com

-and-

Kilpatrick Townsend & Stockton LLP  
The Grace Building  
1114 Avenue of the Americas  
New York, New York, 10036-7703  
Attn: Todd Meyers, David Posner, and Kelly Moynihan  
tmeyers@kilpatricktownsend.com  
dposner@kilpatricktownsend.com  
kmoynihan@kilpatricktownsend.com

After the Effective Date, the Reorganized Debtors have authority to send a notice to Entities that continue to receive documents pursuant to Bankruptcy Rule 2002, such Entity must file a renewed request to receive documents pursuant to Bankruptcy Rule 2002. After the Effective Date, the Reorganized Debtors are authorized to limit the list of Entities receiving documents pursuant to Bankruptcy Rule 2002 to those Entities who have Filed such renewed requests.

H. *Term of Injunctions or Stays.*

Unless otherwise provided in the Plan or in the Confirmation Order, all injunctions or stays in effect in the Chapter 11 Cases pursuant to sections 105 or 362 of the Bankruptcy Code or any order of the Bankruptcy Court, and extant on the Confirmation Date (excluding any injunctions or stays contained in the Plan or the Confirmation Order) shall remain in full force and effect until the Effective Date. All injunctions or stays contained in the Plan or the Confirmation Order shall remain in full force and effect in accordance with their terms.

I. *Entire Agreement.*

Except as otherwise indicated, the Plan (including the Plan Supplement) supersedes all previous and contemporaneous negotiations, promises, covenants, agreements, understandings, and representations on such subjects, all of which have become merged and integrated into the Plan.

J. *Exhibits.*

All exhibits and documents included in the Plan are incorporated into and are a part of the Plan as if set forth in full in the Plan. After the exhibits and documents are Filed, copies of such exhibits and documents shall be available upon written request to the Debtors' counsel at the address above or by downloading such exhibits and documents from the Debtors' restructuring website at <https://www.kccllc.net/vista>. To the extent any exhibit or document is inconsistent with the terms of the Plan, unless otherwise ordered by the Bankruptcy Court, the non-exhibit or non-document portion of the Plan shall control.

K. *Nonseverability of Plan Provisions.*

If, prior to Confirmation, any term or provision of the Plan is held by the Bankruptcy Court to be invalid, void, or unenforceable, the Bankruptcy Court shall have the power to alter and interpret such term or provision to make it valid or enforceable to the maximum extent practicable, consistent with the original purpose of the term or provision held to be invalid, void, or unenforceable, and such term or provision shall then be applicable as altered or interpreted. Notwithstanding any such holding, alteration, or interpretation, the remainder of the terms and provisions of the Plan will remain in full force and effect and will in no way be affected, impaired, or invalidated by such holding, alteration, or interpretation. The Confirmation Order shall constitute a judicial determination and shall provide that each term and provision of the Plan, as it may have been altered or interpreted in accordance with the foregoing, is: (1) valid and enforceable pursuant to its terms; (2) integral to the Plan and may not be deleted or modified without the Debtors' consent; and (3) nonseverable and mutually dependent.

L. *Votes Solicited in Good Faith.*

Upon entry of the Confirmation Order, the Debtors will be deemed to have solicited votes on the Plan in good faith and in compliance with the Bankruptcy Code, and pursuant to section 1125(e) of the Bankruptcy Code, the Debtors and each of their respective Affiliates, agents, representatives, members, principals, shareholders, officers, directors, employees, advisors, and attorneys will be deemed to have participated in good faith and in compliance with the

Bankruptcy Code in the offer, issuance, sale, and purchase of securities offered and sold under the Plan and any previous plan, and, therefore, neither any of such parties or individuals or the Reorganized Debtors will have any liability for the violation of any applicable law, rule, or regulation governing the solicitation of votes on the Plan or the offer, issuance, sale, or purchase of the Securities offered and sold under the Plan and any previous plan.

M. *Closing of Chapter 11 Cases.*

The Reorganized Debtors shall, promptly after the full administration of the Chapter 11 Cases, File with the Bankruptcy Court all documents required by Bankruptcy Rule 3022 and any applicable order of the Bankruptcy Court to close the Chapter 11 Cases.

N. *Waiver or Estoppel.*

Each holder of a Claim or an Interest shall be deemed to have waived any right to assert any argument, including the right to argue that its Claim or Interest should be Allowed in a certain amount, in a certain priority, secured or not subordinated by virtue of an agreement made with the Debtors or their counsel, or any other Entity, if such agreement was not disclosed in the Plan, the Disclosure Statement, or papers Filed with the Bankruptcy Court prior to the Confirmation Date.

O. *Controlling Document.*

In the event of an inconsistency between the Plan and the Disclosure Statement, the terms of the Plan shall control in all respects. In the event of an inconsistency between the Plan and the Plan Supplement, the terms of the relevant provision in the Plan shall control (unless stated otherwise in such Plan document or in the Confirmation Order). In the event of an inconsistency between the Confirmation Order and the Plan, the Confirmation Order shall control.

Dated: August 18, 2020

VISTA PROPPANTS & LOGISTICS, LLC  
on behalf of itself and all other Debtors

By: /s/ Gary Barton  
Gary Barton  
Chief Restructuring Officer  
Vista Proppants and Logistics, LLC, *et al.*

## EXHIBIT A

### GLOSSARY OF DEFINED TERMS

***ABL Lender*** means PlainsCapital Bank, in its capacity as the lender under the PlainsCapital ABL Credit Agreement.

***ABL Priority Collateral*** means the accounts receivable of Lonestar Prospects, Ltd. and Finished Sand Inventory of Lonestar Prospects, Ltd., and any proceeds thereof, including bank accounts containing such proceeds, and general intangibles relating thereto in existence as of the Petition Date, as set forth in the DIP Financing Order.

***Administrative Claim*** means a Claim for costs and expenses of administration of the Chapter 11 Cases pursuant to sections 503(b), 507(a)(2), 507(b), or 1114(e)(2) of the Bankruptcy Code, including: (a) the actual and necessary costs and expenses incurred on or after the Petition Date until and including the Effective Date of preserving the Estates and operating the Debtors' businesses; (b) Allowed Professional Claims; and (c) all fees and charges assessed against the Estates pursuant to section 1930 of chapter 123 of title 28 of the United States Code.

***Administrative Claim Bar Date*** means the first Business Day that is thirty (30) days after the Effective Date or such earlier deadline established by an order of the Bankruptcy Court.

***Affiliate*** has the meaning prescribed in section 101(2) of the Bankruptcy Code.

***Allowed [...] Claim*** means an Allowed Claim in the particular Class or category specified.

***Allowed [...] Interest*** means an Allowed Interest in the particular Class or category specified.

***Allowed*** means, with respect to any Claim or Interest, except as otherwise provided in the Plan, a Claim or Interest allowable under section 502 of the Bankruptcy Code: (a) for which a Proof of Claim or proof of interest was timely Filed, and as to which no objection or other challenge to allowance thereof has been Filed, or if an objection or challenge has been timely Filed, such Claim or Interest is allowed by Final Order; (b) for which a Proof of Claim or proof of interest is not Filed and that has been listed in a Debtors' Schedules of Assets and Liabilities or Schedule of Equity Security Holders and is not listed as disputed, contingent, or unliquidated; or (c) that is deemed allowed under the Plan. For purposes of determining the amount of an Allowed Claim or Allowed Interest, there shall be deducted therefrom the amount of any claim that the Debtors may hold against the Creditor or equity security holder under section 553 of the Bankruptcy Code or under the doctrine of recoupment. There is no requirement to file a Proof of Claim (or move the Bankruptcy Court for allowance) for a Claim to be Allowed under the Plan. The Debtors may affirmatively determine to deem Unimpaired Claims Allowed to the same extent such Claims would be allowed under applicable non-bankruptcy law.

**Allowed Claim** means any Claim that is Allowed.

**Approval Order** means the Final Order approving the Disclosure Statement.

**Avoidance Actions** means any and all actual or potential Claims and Causes of Action to avoid a transfer of property or an obligation incurred by any of the Debtors pursuant to any applicable section of the Bankruptcy Code, including sections 544, 545, 547, 548, 549, 550, 551, 553(b), and 724(a) of the Bankruptcy Code, or under similar or related state or federal statutes and common law.

**Ballot** means the applicable form or forms of ballot(s) to be distributed to holders of Claims entitled to vote on the Plan and on which the acceptance or rejection of the Plan is to be indicated.

**Bankruptcy Code** means title 11 of the United States Code, 11 U.S.C. §§ 101–1532.

**Bankruptcy Court** means the United States Bankruptcy Court for the Northern District of Texas, Fort Worth Division.

**Bankruptcy Rules** means the Federal Rules of Bankruptcy Procedure and the local bankruptcy rules prescribed by the Bankruptcy Court.

**Bar Date** means August 31, 2020, the date established by the Bankruptcy Court by which Proofs of Claim must be Filed with respect to such Claims, other than Administrative Claims, Claims held by Governmental Units, or other Claims or Interests for which the Bankruptcy Court entered an order excluding the holders of such Claims or Interests from the requirement of Filing Proofs of Claim.

**Business Day** means any day other than a Saturday, Sunday, or a “legal holiday” (as defined in Bankruptcy Rule 9006(a)).

**Cash** means cash and cash equivalents, including bank deposits, checks, and other similar items in legal tender of the United States of America.

**Causes of Action** means any claims, interests, damages, remedies, causes of action, demands, rights, actions, suits, obligations, liabilities, accounts, defenses, offsets, powers, privileges, licenses, liens, indemnities, guaranties, and franchises of any kind or character whatsoever, whether known or unknown, foreseen or unforeseen, existing or hereinafter arising, contingent or non-contingent, liquidated or unliquidated, secured or unsecured, assertable, directly or derivatively, matured or unmatured, suspected or unsuspected, in contract, tort, law, equity, or otherwise. Causes of Action also include: (a) all rights of setoff, counterclaim, or recoupment and claims under contracts or for breaches of duties imposed by law; (b) the right to object to or otherwise contest Claims or Interests; (c) claims pursuant to sections 362, 510, 542,



543, 544 through 550, or 553 of the Bankruptcy Code; and (d) such claims and defenses as fraud, mistake, duress, and usury, and any other defenses set forth in section 558 of the Bankruptcy Code.

**Chapter 11 Cases** means the bankruptcy cases commenced by the Debtors on June 9, 2020, by the filing of voluntary Chapter 11 petitions in the United States Bankruptcy Court for the Northern District of Texas, Fort Worth Division, Case Numbers 20-42002, 20-42003, 20-42004, 20-42005, 20-42006, 20-42007, and 20-42008, which are jointly administered under Case Number 20-42002.

**Claim** means a “claim,” as defined in section 101(5) of the Bankruptcy Code, Filed against any of the Debtors.

**Claims and Balloting Agent** means Kurtzman Carson Consultants LLC.

**Claims Register** means the official register of Claims maintained by the Claims and Balloting Agent.

**Class** means a category of Claims or Interests as described in the Plan pursuant to section 1122(a) of the Bankruptcy Code.

**CM/ECF** means the Bankruptcy Court’s Case Management and Electronic Case Filing system.

**Confirmation** means the Bankruptcy Court’s entry of the Confirmation Order on the docket of the Chapter 11 Cases, subject to all conditions specified in Article IX.A of the Plan having been (a) satisfied or (b) waived pursuant to Article IX.C of the Plan.

**Confirmation Date** means the date upon which the Bankruptcy Court enters the Confirmation Order on the docket maintained for the Chapter 11 Cases.

**Confirmation Hearing** means the hearing held by the Bankruptcy Court to consider confirmation of the Plan.

**Confirmation Order** means the order of the Bankruptcy Court confirming the Plan pursuant to section 1129 of the Bankruptcy Code.

**Consummation** means the occurrence of the Effective Date.

**Creditor** has the meaning prescribed in section 101(10) of the Bankruptcy Code.

**Cure Claim** means a Claim based upon the Debtors' defaults on an Executory Contract or Unexpired Lease at the time such contract or lease is assumed by the Debtors pursuant to section 365 of the Bankruptcy Code.

**Debtor** means one of the Debtors.

**Debtors** means, collectively, 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) ("MAALT Bulk"); Denetz Logistics, LLC (8177) ("Denetz"); Lonestar Prospects, Ltd. (4483) ("Lonestar Prospects"); and MAALT, LP (5198) ("MAALT"). The location of the Debtors' service address is 4413 Carey Street, Fort Worth, TX 76119-4219.

**DIP Agent** means Ares Capital Corporation, in its capacity as administrative agent under the DIP Credit Agreement.

**DIP Borrower** means VPROP Operating, LLC, as a debtor and debtor-in-possession.

**DIP Cash Collateral Account** means the separate segregated account of VPROP Operating, LLC in which all proceeds of the DIP Facility are deposited.

**DIP Commitment** means, with respect to each DIP Lender, the commitment of such DIP Lender to make DIP Loans in the aggregate amount set forth for such DIP Lender on Annex I of the DIP Credit Agreement or in the most recent assignment and assumption or other documentation contemplated by the DIP Credit Agreement executed by such DIP Lender, as such commitment may be reduced or increased from time to time pursuant to assignments by or to such DIP Lender pursuant to the terms of the DIP Credit Agreement. The aggregate amount of the DIP Commitments of the DIP Lenders as of the closing date of the DIP Facility is \$11,000,000.

**DIP Credit Agreement** means the Senior Secured Debtor-in-Possession Credit Agreement dated as of June 12, 2020, among the DIP Borrower, the DIP Guarantors, the DIP Secured Parties.

**DIP Facility** means the senior secured term loan credit facility provided by the DIP Secured Parties in connection with the DIP Loan Documents and approved by the Bankruptcy Court pursuant to the DIP Financing Order.

**DIP Facility Claim** means a Claim held by any of the DIP Secured Parties arising under the DIP Facility.

**DIP Fees** means the fees in the amounts set forth in the DIP Credit Agreement.

**DIP Financing Order** means the Final Order (I) Authorizing the Debtors to (A) Obtain Post-petition Financing Pursuant to 11 U.S.C. §§ 105, 361, 362, 363(c), 364(c), 364(d)(1) and 364(e) and (B) Utilize Cash Collateral of Prepetition Secured Entities, (II) Granting Adequate Protection to Prepetition Secured Entities, and (III) Granting Related Relief, dated July 16, 2020, [Docket No. 219] entered in the Chapter 11 Cases.

**DIP Guarantors** means Lonestar Prospects, Ltd.; Lonestar Prospects Management, L.L.C.; MAALT, L.P.; Denetz Logistics, L.L.C.; MAALT Specialized Bulk, LLC; and Vista Proppants and Logistics, LLC.

**DIP Lenders** means, collectively, Ares Capital Corporation; Ares Capital CP Funding LLC; AC American Fixed Income IV, L.P.; Federal Insurance Company; Ares Centre Street Partnership, L.P.; SC ACM Private Debt Fund L.P.; Great American Life Insurance Company; SA Real Assets 20 Limited; Premia LV1 Ltd.; MSD Credit Opportunity Fund, L.P.; SOF Investments II, L.P.; and AG Energy Funding, LLC.

**DIP Loan Documents** means, collectively, the DIP Credit Agreement, the other definitive documentation with respect to the DIP Facility, and any related security documents.

**DIP Loans** means the non-amortizing senior secured delayed draw term loans made from time to time by the DIP Lenders to the DIP Borrower under the DIP Facility in accordance with the DIP Loan Documents.

**DIP Secured Parties** means, collectively, the DIP Agent and the DIP Lenders.

**Disbursing Agent** means the Reorganized Debtors or the Entity or Entities selected by the Debtors or the Reorganized Debtors, as applicable, to make or facilitate distributions pursuant to the Plan.

**Disclosure Statement** means the disclosure statement for the Plan, including all exhibits and schedules thereto.

**Disputed Claim** means a Claim in a particular Class as to which a Proof of Claim has been Filed or is deemed to have been Filed under applicable law or an Administrative Claim as to which an objection has been or is Filed in accordance with the Plan, the Bankruptcy Code or the Bankruptcy Rules, which objection has not been withdrawn or determined by a Final Order. For the purposes of the Plan, a Claim is a Disputed Claim prior to any objection to the extent that (a) the amount of a Claim specified in a Proof of Claim exceeds the amount of any corresponding Claim scheduled by the Debtors in the Schedules of Assets and Liabilities; (b) any corresponding Claim scheduled by the Debtors in the Schedules of Assets and Liabilities has been scheduled as disputed, contingent or unliquidated, irrespective of the amount scheduled; (c) no corresponding Claim has been scheduled by the Debtors in the Schedules of Assets and Liabilities; or (d) the Claim is subject to disallowance pursuant to section 502(d) of the Bankruptcy Code.

***Disputed Claims Reserve*** means a reserve held by the Disbursing Agent on account of the Disputed Claims in Class 6 pending allowance in an amount equal to their Pro Rata (as determined in accordance with Article VI.F.3 of the Plan) share of Litigation Trust Interests.

***Distribution Record Date*** means the Confirmation Date.

***Effective Date*** means the date that is the first Business Day after the Confirmation Date, on which (a) no stay of the Confirmation Order is in effect, and (b) all conditions to the effectiveness of the Plan have been satisfied or waived as provided in the Plan.

***Entity*** means any Person, estate, trust, Governmental Unit, or the United States trustee, as set forth in section 101(15) of the Bankruptcy Code.

***Estate Property*** means all right, title, and interest in and to any and all property of every kind or nature, owned by the Debtors or their Estates on the Petition Date as defined by section 541 of the Bankruptcy Code.

***Estates*** means the bankruptcy estates of the Debtors and all Estate Property comprising the Debtors' bankruptcy estates within the meaning of section 541 of the Bankruptcy Code.

***Exculpated Parties*** means, collectively, and in each case, in its capacity as such: (a) the Debtors, (b) Reorganized Debtors; (c) any official committees appointed in the Chapter 11 Cases and each of their respective members; (d) such Released Parties that are fiduciaries to the Debtors' Estates; and (e) with respect to each of the foregoing, such Entity and its current and former affiliates, and such Entity's and its current and former affiliates' equity holders, subsidiaries, officers, directors, managers, principals, members, employees, agents, advisors, advisory board members, financial advisors, partners, attorneys, accountants, investment bankers, consultants, representatives, and other professionals, in each case acting in such capacity at any time on or after the Petition Date.

***Executory Contract*** means an executory contract or unexpired lease as such terms are used in section 365 of the Bankruptcy Code, including all operating leases, capital leases, and contracts to which any Debtor is a party or beneficiary.

***Existing Class A Unit*** means 1 Class A Unit of Vista HoldCo held by GHMR.

***Existing Common Units*** means the 57,544,774 Common Units of Vista HoldCo held by Lonestar Prospects Holdings Company, L.L.C.; Gary Humphreys, Future New Deal, Ltd.; Marty Robertson; M&J Partnership, Ltd.; FR Sand Holdings LLC; Tim Probert; the Term Loan Agent; Ares Credit Strategies Insurance Dedicated Fund Series Interests of the SALI Multi-Series Fund, L.P.; Ares Jasper Funds, L.P.; Ares ND Credit Strategies Fund LLC; and ARCC VS Corp.

**Existing Equity** means (a) Existing Common Units of Vista HoldCo and (b) Existing Class A Unit.

**Exit Agent** means Ares Capital Corporation in its capacity as the administrative agent under the Exit Facility.

**Exit Facility** means a new senior secured delayed draw term loan credit facility to be provided to VPROP with an aggregate face value of approximately \$102 million, comprised of (i) Tranche A Exit Facility Notes, (ii) Tranche B Exit Facility Notes, and (iii) Tranche C Exit Facility Notes.

**Exit Facility Documents** means all agreements, documents, and instruments executed and/or delivered with, to, or in favor of the Exit Agent and the Exit Lenders in connection with the Exit Facility, including , without limitation, certain security agreements, mortgages, financing statements, collateral agreements, collateral trust agreements, deposit account control agreements, blocked account control agreements, securities account control agreements, and other collateral documents and agreements.

**Exit Lenders** means the lenders from time to time party to the Exit Facility Documents, including, as applicable, the Term Loan Lenders and the DIP Lenders.

**File, Filed, or Filing** means, as to any document or pleading, properly and timely file, filed or filing with the Bankruptcy Court or its authorized designee in the Chapter 11 Cases.

**Final Order** means an order or judgment (a) as to which the time to appeal, petition for certiorari, or move for reargument or rehearing has expired; or (b) in the event an appeal, writ of certiorari, or motion for reargument or rehearing has been Filed, such judgment or order has not been reversed, modified, stayed, or amended.

**First Reserve** means FR Sand Holdings LLC

**Former Directors and Officers** means the former directors and officers of the Debtors who were no longer directors and officers of the Debtors as of the Petition Date.

**GAAP** means generally accepted accounting principles as in effect from time to time in the United States.

**GHMR** means GHMR Operations, LLC.

**General Unsecured Claim** means any Claim that is not: (a) a DIP Facility Claim; (b) an Administrative Claim; (c) a Professional Compensation Claim; (d) a Priority Tax Claim; (e) an Other Secured Claim; (f) an Other Priority Claim; (g) a Term Loan Secured Claim; (h) a PlainsCapital ABL Secured Claim; (i) a MAALT Secured Claim; or (j) an Intercompany Claim.

**Governmental Unit** means any governmental unit, as defined in section 101(27) of the Bankruptcy Code.

**GUC Cash Pool** means (i) if Class 6 votes to accept the Plan, \$500,000.00 in Cash; or (ii) if Class 6 votes to reject the Plan, \$0.00 in Cash. The GUC Cash Pool shall be distributed by the Reorganized Debtors to the Litigation Trust as soon as reasonably practicable following the Effective Date. The GUC Cash Pool shall be used to fund the operation of the Litigation Trust or distributions to Litigation Trust Beneficiaries at the discretion of the Litigation Trustee, subject to the terms of the Litigation Trust Agreement.

**Impaired** or **Impairment** means, with respect to any Class of Claims or Interests, a Class of Claims or Interests that is impaired within the meaning of section 1124 of the Bankruptcy Code.

**Insider** has the meaning set forth in section 101(31) of the Bankruptcy Code.

**Intercompany Claims** means any Claim held by a Debtor against a Debtor.

**Intercompany Interest** means an Interest in a Debtor other than Vista Proppants and Logistics, LLC, held by another Debtor.

**Interest** means any Equity Security (as defined in section 101(16) of the Bankruptcy Code) in any Debtor and any other rights, options, warrants, stock appreciation rights, phantom stock rights, restricted stock units, redemption rights, repurchase rights, convertible, exercisable or exchangeable securities or other agreements, arrangements or commitments of any character relating to, or whose value is related to, any such interest or other ownership interest in any Debtor.

**Interim DIP Financing Order** means the Interim Order (I) Authorizing the Debtors to (A) Obtain Post-petition Financing Pursuant to 11 U.S.C. §§ 105, 361, 362, 363(c), 364(c), 364(d)(1) and 364(e) and (B) Utilize Cash Collateral of Prepetition Secured Entities, (II) Granting Adequate Protection to Prepetition Secured Entities, (III) Scheduling a Final Hearing Pursuant to Bankruptcy Rules 4001(b) and 4001(c), and (IV) Granting Related Relief, dated June 12, 2020, [Docket No. 67] entered in the Chapter 11 Cases.

**Judicial Code** means title 28 of the United States Code, 28 U.S.C. §§ 1-4001.

**Lien** means a lien, security interest, or other interest or encumbrance as defined in section 101(37) of the Bankruptcy Code asserted against any Estate Property.

**Litigation Trust** means the grantor trust that shall be established by the Debtors pursuant to the terms of the Plan and the Litigation Trust Agreement for the benefit of the Litigation Trust Beneficiaries.

***Litigation Trust Agreement*** means the agreement setting forth the terms and conditions of the Litigation Trust, which shall be in the form contained in the Plan Supplement and shall be in form and substance acceptable to the Debtors and the Required Consenting Lenders.

***Litigation Trust Assets*** means (i) the Litigation Trust Causes of Action and (ii) the GUC Cash Pool.

***Litigation Trust Beneficiaries*** means holders of Litigation Trust Interests.

***Litigation Trust Causes of Action*** means those Causes of Action set forth on the Schedule of Litigation Trust Causes of Action to be included in the Plan Supplement. Unless otherwise agreed among the Debtors, the Committee, and the Required Consenting Lenders, the Litigation Trust Causes of Action shall include (i) the Standing Motion Claims against the Term Loan Secured Parties, unless Class 6 votes to accept the Plan or the Standing Motion is denied, in which case the Standing Motion Claims against the Term Loan Secured Parties are released, (ii) the Standing Motion Claims against the ABL Lender, (iii) all potential Causes of Action against R.J. Sikes, RJS Holdings, KCM Enterprises, Gary Humphreys, Marty Robertson, GMHR Operations, or any other person or entity that is not a Released Party under the Plan, including entities related to Gary Humphreys, Marty Robertson, or R.J. Sikes other than the Debtors or the Reorganized Debtors; and (iv) all other Avoidance Actions.

***Litigation Trust Interests*** means the beneficial interests in the Litigation Trust issued to holders of Allowed General Unsecured Claims (including holders of Allowed Term Loan Deficiency Claims) pursuant to Article III.D.6 of the Plan, which shall be entitled to share in distributions of proceeds of Litigation Trust Assets, if any.

***Litigation Trustee*** means the Person appointed to act as trustee of the Litigation Trust in accordance with the terms of this Plan, the Confirmation Order, and the Litigation Trust Agreement, or any successor appointed in accordance with the terms of the Litigation Trust Agreement.

***MAALT Credit Agreement*** means Loan Agreement, dated as of June 15, 2014 (as amended, supplemented, or otherwise modified prior to the Petition Date), by and among MAALT, L.P.; Denetz Logistics, L.L.C.; GHMR Operations, L.L.C.; Gary B. Humphreys; Martin W. Robertson; the Trust Guarantors (as defined therein) and the MAALT Lender.

***MAALT Documents*** means the MAALT Credit Agreement and all other agreements, documents and instruments executed and/or delivered with, to or in favor of the MAALT Lender in connection with the MAALT Credit Agreement, including, without limitation, certain security agreements, mortgages, financing statements, collateral agreements, collateral trust agreements, deposit account control agreements, and other collateral documents and agreements.

***MAALT Facility*** means the credit made available for borrowing under the MAALT Documents.

**MAALT Lender** means PlainsCapital Bank, in its capacity as the lender under the MAALT Credit Agreement.

**MAALT Priority Collateral** means the collateral in which the MAALT Lender has a first priority lien pursuant to the MAALT Documents.

**MAALT Secured Claims** means all Secured Claims arising in respect of the MAALT Facility.

**Management Incentive Plan** means the management incentive plan to be effectuated after the Effective Date by the New Parent Company, subject to the approval of the New Parent Board, pursuant to which certain members of management may be entitled to receive certain compensation from the New Parent Company.

**New Equity Interests** means 100% of the outstanding equity interests of the New Parent Company.

**New Parent Board** means the board of managers who will manage and govern the affairs of the New Parent Company and will be selected in accordance with Article IV of the Plan. The New Parent Board will be comprised of seven (7) directors, with such directors initially being as follows upon the Effective Date: (a) four (4) directors designated and appointed by the Term Loan Agent; (b) one (1) director designated and appointed by AG Energy Funding, LLC; (c) one (1) director designated and appointed by MSD Credit Opportunity Fund, L.P.; and (d) one (1) independent director. The identities and affiliations of the members of the New Parent Board shall be identified in the Plan Supplement on or before the date of the Confirmation Hearing, to the extent known at such time.

**New Parent Company** means the Delaware limited liability company to be formed by one or more of the holders of Allowed Term Loan Secured Claims on and after the Effective Date.

**New Parent Units** means the New Equity Interests to be issued to the holders of Allowed Term Loan Secured Claims; which will include control and voting rights, and certain economic rights.

**New Parent Unit Holders** means the holders of New Equity Interests in the New Parent Company that are New Parent Units.

**Ordinary Course Professional** means a Professional employed and retained pursuant to the Ordinary Course Professionals Order.



**Ordinary Course Professionals Order** means the *Order Authorizing Employment and Payment of Professionals Utilized in the Ordinary Course of Business* [Docket No. 367] entered in the Chapter 11 Cases.

**Other Priority Claim** means any Claim entitled to priority status pursuant to section 507(a) of the Bankruptcy Code that is not (a) a DIP Facility Claim; (b) an Administrative Claim, (c) a Professional Compensation Claim, or (d) a Priority Tax Claim.

**Other Secured Claim** means any Secured Claim, including any Secured Tax Claim, other than DIP Facility Claims, Term Loan Secured Claims, PlainsCapital ABL Secured Claims, and MAALT Secured Claims. Other Secured Claims includes any Claim arising under, derived from, or based upon any letter of credit issued in favor of one or more Debtors, the reimbursement obligation for which is either secured by a lien on collateral or is subject to a valid right of setoff pursuant to section 553 of the Bankruptcy Code.

**Person** means and includes natural persons, corporations, limited partnerships, general partnerships, joint ventures, trusts, land trusts, business trusts, unincorporated organizations, or other legal entities, regardless of whether they are governments, agencies, or political subdivisions thereof.

**Petition Date** means June 9, 2020, the date on which the Debtors commenced the Chapter 11 Cases.

**PlainsCapital ABL Credit Agreement** means the Amended and Restated Loan Agreement, dated as of January 12, 2018 (as amended, supplemented or otherwise modified prior to the Petition Date), by and among Lonestar Prospects, Ltd.; Lonestar Prospects Holding Company, L.L.C.; Gary B. Humphreys; Martin W. Robertson; and the ABL Lender.

**PlainsCapital ABL Documents** means the PlainsCapital ABL Credit Agreement and all other agreements, documents and instruments executed and/or delivered with, to, or in favor of the ABL Lender in connection with the PlainsCapital ABL Credit Agreement, including, without limitation, certain security agreements, mortgages, financing statements, collateral agreements, collateral trust agreements, deposit account control agreements, blocked account control agreements, securities account control agreements, and other collateral documents and agreements.

**PlainsCapital ABL Facility** means the credit made available for borrowing under the PlainsCapital ABL Documents.

**PlainsCapital ABL Secured Claims** means all Secured Claims arising in respect of the PlainsCapital ABL Facility.

**Plan** means this *Joint Plan of Reorganization of Vista Proppants and Logistics, LLC, et al., Pursuant to Chapter 11 of the Bankruptcy Code*, as such document may be amended or modified, including the Plan Supplement, which is incorporated herein by reference.

**Plan Distribution** means a payment or distribution to holders of Allowed Claims, Allowed Interests, or other eligible Entities under the Plan.

**Plan Documents** means, collectively those documents in furtherance of Consummation of the Plan and/or to be executed in order to consummate the transactions contemplated under the Plan, which may be Filed by the Debtors with the Bankruptcy Court.

**Plan Supplement** means the compilation of documents and forms of documents, agreements, schedules, and exhibits to the Plan (in each case, (a) in form and substance satisfactory to the Debtors and the Required Consenting Lenders, and (b) as may be altered, amended, modified, or supplemented from time to time in accordance with the terms of the Plan and in accordance with the Bankruptcy Code and Bankruptcy Rules) to be Filed by the Debtors no later than five (5) days before the Voting Deadline or such later date as may be approved by the Bankruptcy Court, including the following, as applicable (1) Updated Governance Documents; (2) either (a) the Exit Facility Documents or (b) a commitment letter and term sheet for the Exit Facility; (3) the Schedule of Assumed Contracts and Leases; (4) the Schedule of Retained Causes of Action; (5) the Schedule of Litigation Trust Causes of Action; (6) the Litigation Trust Agreement; and (7) any additional documents Filed with the Bankruptcy Court prior to the Effective Date as amendments to the Plan Supplement. The Debtors shall have the right to amend the documents contained in, and exhibits to, the Plan Supplement through the Effective Date, subject to the terms of the Plan.

**Priority Tax Claims** means any Unsecured Claim of a Governmental Unit of the kind specified in section 507(a)(8) of the Bankruptcy Code.

**Professional** means an Entity employed pursuant to a Bankruptcy Court order in accordance with sections 327, 363, or 1103 of the Bankruptcy Code.

**Professional Compensation Claim** means a Claim for compensation or reimbursement of expenses of a Professional incurred on and after the Petition Date and prior to the Effective Date under sections 330, 331, 503(b)(2), 503(b)(3), 503(b)(4), or 503(b)(5) of the Bankruptcy Code.

**Professional Compensation Claim Amount** means the amount of Cash estimated by the Debtors to be sufficient to satisfy all Professional Compensation Claims incurred and unpaid as of the Effective Date.

**Professional Compensation Claim Bar Date** means forty-five (45) days after the Effective Date.

**Professional Compensation Claim Objection Deadline** means twenty-four (24) days after the Professional Compensation Claim Bar Date.

**Professional Compensation Claim Reserve** means an amount of Cash to be estimated by the Debtors prior to the Effective Date and sufficient to satisfy Professional Compensation

Claims, and together with any remaining Carve Out (as defined in DIP Financing Order) from the DIP Cash Collateral Account, shall be deposited into a segregated interest bearing account in the name of the Reorganized Debtors and shall only be used for payment and satisfaction of such Claims.

***Proof of Claim*** means a proof of Claim Filed against any Debtor in the Chapter 11 Cases by the applicable Bar Date.

***Pro Rata*** means the proportion that an Allowed Claim or an Allowed Interest in a particular Class bears to the aggregate amount of Allowed Claims or Allowed Interests in that Class.

***Reinstate, Reinstated, or Reinstatement*** means with respect to Claims and Interests, that the Claim or Interest shall be rendered Unimpaired in accordance with section 1124 of the Bankruptcy Code.

***Released Parties*** means, except as provided in Article VIII.C of the Plan, collectively, and in each case solely in their capacities as such: (a) the Debtors; (b) the Reorganized Debtors; (c) the Term Loan Lenders; (d) the Term Loan Agent; (e) the DIP Lenders; (f) the DIP Agent; (g) the Exit Lenders; (h) the Exit Agent; and (i) with respect to each of the foregoing entities in clauses (a) through (h), such Entity's current and former affiliates and subsidiaries, and such Entities' and their current and former affiliates' and subsidiaries' directors, managers, officers, equity holders (regardless of whether such interests are held directly or indirectly), predecessors, successors, and assigns, subsidiaries, and each of their respective current and former equity holders (regardless of whether such interests are held directly or indirectly), officers, directors, managers, principals, members, employees, agents, advisors, advisory board members, financial advisors, partners, attorneys, accountants, investment bankers, consultants, representatives, and other professionals, in each case acting in such capacity at any time on or after the Petition Date; *provided, however*, that notwithstanding the foregoing, R.J. Sikes, Gary Humphreys, Marty Robertson, GMHR Operations, LLC, RJS Holdings, LLC, KCM Enterprises, LP, the Debtors' equity holders as of the Petition Date, and any entity related to R.J. Sikes, Gary Humphreys, or Marty Robertson, other than the Debtors or the Reorganized Debtors, shall not be "Released Parties" under the Plan.

***Releasing Parties*** means, collectively, (a) the Debtors; (b) the Reorganized Debtors; (c) the Term Loan Lenders; (d) the Term Loan Agent; (e) the DIP Lenders; (f) the DIP Agent; (g) the Exit Lenders; (h) the Exit Agent; (i) all holders of Claims or Interests who either (1) vote to accept or (2) do not opt out of granting the releases set forth in Article VIII of the Plan by returning the opt-out election form to be included with the ballot or notice of non-voting status; and (j) with respect to each of the foregoing entities in clauses (a) through (i), such Entity's its current and former affiliates and subsidiaries, and such Entities' and their current and former affiliates' and subsidiaries' current and former directors, managers, officers, equity holders (regardless of whether such interests are held directly or indirectly), predecessors, successors, and assigns, subsidiaries, and each of their respective current and former equity holders (regardless of whether such interests are held directly or indirectly), officers, directors, managers,

principals, members, employees, agents, advisors, advisory board members, financial advisors, partners, attorneys, accountants, investment bankers, consultants, representatives, and other professionals, each in their capacity as such; *provided, however*, that notwithstanding the foregoing, the Debtors' current equity holders, including Gary Humphreys and Marty Robertson shall not be "Releasing Parties" under the Plan.

***Reorganized Debtors*** means the post-Reorganization successors to the Debtors and their estates.

***Restructuring Transactions*** means the transactions described in Article IV.C of the Plan.

***Retained Causes of Action*** means all Causes of Action that belong to the Debtors but shall not include Litigation Trust Causes of Action or Causes of Action against Released Parties.

***Required Consenting Lenders*** means, to the extent required under the DIP Loan Documents, the DIP Agent and the Required Lenders.

***Required Lenders*** means (a) at any time when there is only one DIP Lender, such Lender and (b) at any time where there are two (2) or more DIP Lenders, at least two (2) DIP Lenders holding DIP Loans and unused DIP Commitments (if any) representing more than fifty percent (50%) of the sum of (x) the aggregate principal amount of DIP Loans (without regard to any sale by a DIP Lender of a participation in any DIP Loan) outstanding at such time plus (y) the total unused DIP Commitments at such time. For purposes of this definition, any DIP Lenders that are Affiliated shall be deemed to be a single DIP Lender.

***Schedules*** means, collectively, the Schedules of Assets and Liabilities, Schedule of Assumed Contracts and Leases, Schedule of Retained Causes of Action, the Schedule of Equity Security Holders, and Schedule of Litigation Trust Causes of Action.

***Schedules of Assets and Liabilities*** means the schedules of assets and liabilities Filed by the Debtors in the Chapter 11 Cases, as may be amended, modified, or supplemented.

***Schedule of Assumed Contracts and Leases*** means the schedule of Executory Contracts and Unexpired Leases to be assumed, and, if applicable, assigned, by the Debtors, to be Filed as part of the Plan Supplement.

***Schedule of Equity Security Holders*** means the schedule of Interests required to be Filed pursuant to Bankruptcy Rule 1007(a)(3).

***Schedule of Litigation Trust Causes of Action*** means the Litigation Trust Causes of Action set forth on the schedule to be Filed as part of the Plan Supplement.

***Schedule of Retained Causes of Action*** means the Retained Causes of Action set forth on the schedule to be Filed as part of the Plan Supplement.

***Section 1125(e) Protected Parties*** means the Exculpated Parties and such Released Parties that are fiduciaries other than to the Debtors' Estates.

***Secured Claim*** means a Claim: (a) secured by a Lien on collateral to the extent of the value of such collateral, as determined in accordance with section 506(a) of the Bankruptcy Code or (b) subject to a valid right of setoff pursuant to section 553 of the Bankruptcy Code. Secured Claims shall not include any such Claims secured by Liens that are avoidable, unperfected, subject to subordination, or otherwise unenforceable.

***Secured Tax Claim*** means any Secured Claim that, absent its Secured status, would be entitled to priority in right of payment under section 507(a)(8) of the Bankruptcy Code (determined irrespective of time limitations), including any related Secured Claim for penalties.

***Solicitation*** means solicitation in accordance with the Approval Order of votes under the Plan.

***Solicitation Materials*** means the Disclosure Statement (including all exhibits and appendices), Ballot, and any other materials to be used in the Solicitation of votes on the Plan.

***Standing Motion Claims*** means the claims and causes of action described in the *Motion of the Official Committee of Unsecured Creditors for Order Granting (I) Leave, Standing and Authority to Commence and Prosecute Certain Claims on Behalf of the Debtors' Estates and (II) Related Relief* [Dkt. No. 333] that was filed by the Committee on August 3, 2020.

***Subordinated Claim*** means a Claim that is subordinated to General Unsecured Claims pursuant to (a) a contract or agreement, (b) a Final Order declaring that such Claim is subordinated in right or payment, or (c) any applicable provision of the Bankruptcy Code, including section 510 of the Bankruptcy Code, or other applicable law. Subordinated Claims specifically include any Claim for punitive damages provided for under applicable law.

***Term Loans*** means the loans, together with any accrued and unpaid interest, including any default interest, outstanding under the Term Loan Facility.

***Term Loan Agent*** means Ares Capital Corporation in its capacity as the administrative agent under the Term Loan Agreement.

***Term Loan Agreement*** means the Amended and Restated Senior Secured Credit Agreement dated as November 9, 2017 (as amended, supplemented or otherwise modified prior to the Petition Date) by and among Vista Proppants and Logistics, LLC, the Term Loan Borrower, the Term Loan Secured Parties.

***Term Loan Borrower*** means VPROP Operating, LLC.

***Term Loan Claim*** means any Claim of the Term Loan Secured Parties arising under or related to the Term Loan Documents or the DIP Financing Order.

***Term Loan Deficiency Claim*** means a Claim for the Allowed amount of the Term Loan Claims less the Allowed amount of the Term Loan Secured Claims, which amount shall be \$225 million or such other amount as may be determined by the Court.

***Term Loan Documents*** means the Term Loan Agreement and all other agreements, documents, and instruments executed and/or delivered with, to, or in favor of the Term Loan Agent or any Term Loan Lender in connection with the Term Loan Agreement, including, without limitation, certain security agreements, mortgages, financing statements, collateral agreements, collateral trust agreements, deposit account control agreements, blocked account control agreements, securities account control agreements, and other collateral documents and agreements.

***Term Loan Facility*** means the credit made available for borrowing under the Term Loan Documents.

***Term Loan Lenders*** means the lenders from time to time party to the Term Loan Agreement.

***Term Loan Secured Claim*** means any Term Loan Claim that is a Secured Claim.

***Term Loan Secured Parties*** means, collectively, the Term Loan Agent and the Term Loan Lenders.

***Tranche A Exit Facility Notes*** means the notes in Tranche A of the Exit Facility in the amount of \$30,000,000, subject to documentation, terms, and conditions acceptable to the Exit Lenders and the Debtors.

***Tranche B Exit Facility Notes*** means the notes in Tranche B of the Exit Facility in an amount equal to twice the outstanding amount of principal due under the DIP Facility on the Effective Date, subject to documentation, terms, and conditions acceptable to the Exit Lenders and the Debtors.

***Tranche C Exit Facility Notes*** means notes in Tranche C of the Exit Facility in the amount of \$50,000,000, subject to documentation, terms, and conditions acceptable to the Exit Lenders and the Debtors.

***Unexpired Lease*** means a lease to which one or more of the Debtors is a party that is subject to assumption or rejection under section 365 of the Bankruptcy Code.

***Unimpaired*** means, with respect to a Class of Claims or Interests, a Class of Claims or Interests that is not Impaired.

***United States*** means the United States of America and all agencies thereof.

***Unsecured Claim*** means a Claim that is not a Secured Claim. The term specifically includes any tort Claims or contractual Claims or Claims arising from damage or harm to the environment and, pursuant to section 506(a) of the Bankruptcy Code, any Claim of a Creditor against the Debtors to the extent that such Creditor's Claim is greater than the value of the Lien securing such Claim, any Claim for damages resulting from rejection of any Executory Contract or Unexpired Lease under section 365 of the Bankruptcy Code, and any Claim not otherwise classified under the Plan.

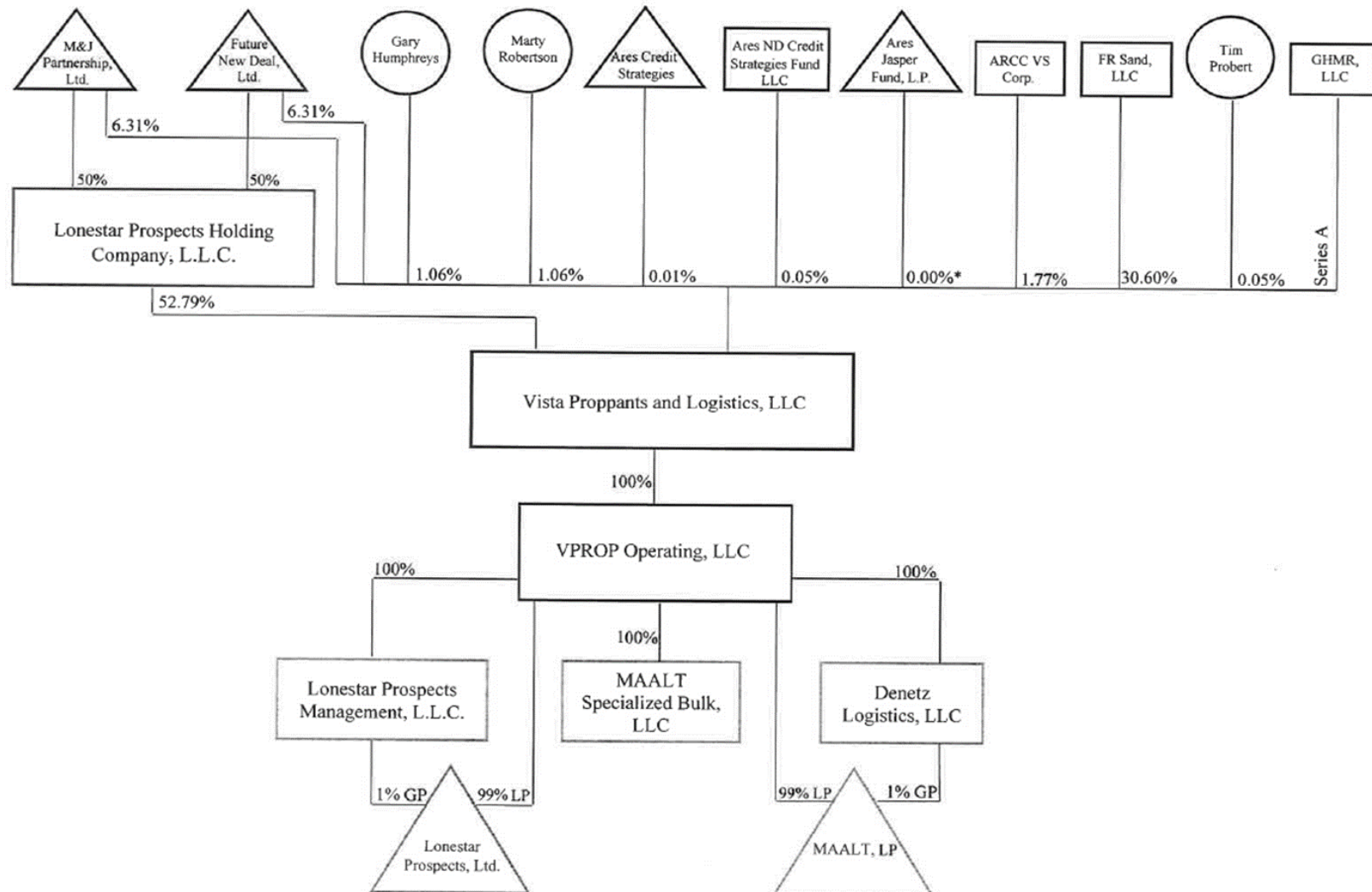
***Updated Governance Documents*** means the documents providing for corporate governance of the Reorganized Debtors, including charters, bylaws, operating agreements, or other organizational documents, as applicable.

***Voting Deadline*** means September 17, 2020 at 4:00 p.m., prevailing Central Time.

***Voting Record Date*** means August 17, 2020.

**EXHIBIT 2 TO THE DISCLOSURE STATEMENT**  
**CORPORATE ORGANIZATION CHART**





19461518v.1

\* less than .01%

**EXHIBIT 3 TO THE DISCLOSURE STATEMENT**  
**LIQUIDATION ANALYSIS**

### Exhibit 3: LIQUIDATION ANALYSIS

#### INTRODUCTION

Often referred to as the “best interests of creditors” test, section 1129(a)(7) of the Bankruptcy Code<sup>1</sup> requires that a bankruptcy court find, as a condition to confirmation of a plan of reorganization, that each holder of a claim or interest in each impaired class either (i) has accepted the plan; or (ii) will receive or retain under the plan property of a value, as of the effective date of the confirmed plan, that is not less than the amount such holder would receive if the debtor was liquidated under chapter 7 of the Bankruptcy Code.<sup>2</sup>

To conduct this Liquidation Analysis, the Debtors and their advisors have taken the following steps:

- i) estimated the cash proceeds that a chapter 7 trustee (a “Trustee”) would generate if each Debtor’s chapter 11 case was converted to a chapter 7 case as of the chapter 7 conversion date and the assets of such Debtor’s Estate were liquidated (the “Liquidation Proceeds”);
- ii) determined the distribution that each holder of a Claim or Interest would receive from the Liquidation Proceeds under the priority scheme set forth in chapter 7 (the “Liquidation Distribution”); and
- iii) compared each holder’s Liquidation Distribution to the distribution such holder would receive under the Debtors’ chapter 11 Plan if the Plan were confirmed and consummated (the “Plan Distribution”).

This Liquidation Analysis represents an estimate of cash distributions and recovery percentages based on a hypothetical chapter 7 liquidation of the Debtors’ assets. It is therefore a hypothetical analysis based on certain assumptions discussed herein and in the Disclosure Statement. As such, asset values and claims discussed herein may differ materially from amounts referred to in the Plan and Disclosure Statement. The Liquidation Analysis should be read in conjunction with the assumptions, qualifications, and explanations set forth in the Plan and Disclosure Statement in their entirety, as well as the notes and assumptions set forth below.

The determination of the costs of, and proceeds from, the hypothetical liquidation of the Debtors’ assets in a chapter 7 case involves the use of estimates and assumptions that, although considered reasonable by the Debtors based on their business judgment and input from their advisors, are subject to significant business, economic, and competitive uncertainties and contingencies beyond the control of the Debtors, their management, and their advisors. The Liquidation Analysis was prepared for the sole purpose of generating a reasonable, good faith estimate of the proceeds that would be generated if the Debtors’ assets were liquidated in accordance with chapter 7 of the Bankruptcy Code. The Liquidation Analysis is not intended, and should not be used, for any other purpose.

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<sup>1</sup> Capitalized terms used but not otherwise defined herein have the meanings ascribed to them in the Disclosure Statement, to which this Liquidation Analysis is attached Exhibit 3 or the Plan attached to the Disclosure Statement as Exhibit 1.

<sup>2</sup> Additional references to chapter 7 throughout this exhibit assumed to encompass similar insolvency proceedings in non-US jurisdictions. Local/jurisdictional laws and/or rules governing liquidation priorities outside the US are assumed to be generally consistent with those set forth in chapter 7 of the Bankruptcy Code. Any deviations of such laws and/or rules would not materially impact the conclusions of this analysis.

All of the limitations and risk factors set forth in the Disclosure Statement are applicable to this Liquidation Analysis and are incorporated by reference herein. The underlying financial information in the Liquidation Analysis was prepared using policies that are generally consistent with those applied in historical financial statements but was not compiled or examined by independent accountants and was not prepared to comply with GAAP or SEC reporting requirements.

THE DEBTORS AND THEIR ADVISORS MAKE NO REPRESENTATIONS OR WARRANTIES REGARDING THE ACCURACY OF THE ESTIMATES CONTAINED HEREIN OR A CHAPTER 7 TRUSTEE'S ABILITY TO ACHIEVE FORECASTED RESULTS. IN THE EVENT THESE CHAPTER 11 CASES ARE CONVERTED TO A CHAPTER 7 LIQUIDATION, ACTUAL RESULTS COULD VARY FROM THE ESTIMATES SET FORTH IN THIS LIQUIDATION ANALYSIS.

### **BASIS OF PRESENTATION**

The Liquidation Analysis has been prepared assuming that the Debtors' chapter 7 liquidation commences on or about August 30, 2020 (the "Liquidation Date"). The pro forma values referenced herein are projected as of the Liquidation Date and utilize the June 30, 2020 balance sheet as a proxy for the balance sheet as of the assumed Liquidation Date (except for cash, DIP Facility balances and accrued and unpaid ch. 11 professional fees which were estimated as of the end of August). The Debtors have assumed that the Liquidation Date is a reasonable proxy for the anticipated Effective Date. The Liquidation Analysis was prepared on a legal entity basis for each Debtor and, for presentation purposes, summarized into a consolidated report.

In preparing the Liquidation Analysis, the Debtors estimated Allowed Claims based on a review of the Debtors' financial statements and projected results of operations and cash flow over the projection period to account for estimated liabilities, as necessary. The cessation of business in a liquidation is likely to trigger certain claims and funding requirements that would otherwise not exist under the Plan absent a liquidation. Such claims could include chapter 7 administrative expense claims, including, wind down costs, trustee fees, and professional fees, among other claims. Some of these claims and funding obligations could be significant and would be entitled to administrative or priority status in payment from Liquidation Proceeds. The Debtors' estimates of Allowed Claims set forth in the Liquidation Analysis should not be relied on for the purpose of determining the value of any distribution to be made on account of Allowed Claims or Interests under the Plan.

NOTHING CONTAINED IN THE LIQUIDATION ANALYSIS IS INTENDED TO BE, OR CONSTITUTES, A CONCESSION, ADMISSION, OR ALLOWANCE OF ANY CLAIM BY THE DEBTORS. THE ACTUAL AMOUNT OR PRIORITY OF ALLOWED CLAIMS IN THE CHAPTER 11 CASES COULD MATERIALLY DIFFER FROM THE ESTIMATED AMOUNTS SET FORTH AND USED IN THE LIQUIDATION ANALYSIS. THE DEBTORS RESERVE ALL RIGHTS TO SUPPLEMENT, MODIFY, OR AMEND THE ANALYSIS SET FORTH HEREIN.

Chapter 7 administrative expense claims that arise in a liquidation scenario would be paid in full from the Liquidation Proceeds prior to proceeds being made available for distribution to holders of Allowed Claims. Under the "absolute priority rule," no junior creditor may receive any distributions until all senior creditors are paid in full, and no equity holder may receive any distribution until all creditors are paid in full. The assumed distributions to creditors as reflected in the Liquidation Analysis are estimated in accordance with the absolute priority rule.

This Liquidation Analysis does not include any recoveries or related litigation costs resulting from any potential preference, fraudulent transfer, or other litigation or Avoidance Actions that may be available under the Bankruptcy Code because of the cost of such litigation, the uncertainty of the outcome, and potential disputes regarding these matters. In addition, the Liquidation Analysis assumes all customer contracts are terminated on the Liquidation Date. Rejection damages claims have been estimated for purposes of this analysis, however, actual claims could materially differ from estimates. Finally, the Liquidation Analysis does not include estimates for the tax consequences that may be triggered upon the liquidation and sale of assets in the manner described above. Such tax consequences could be material.

#### **LIQUIDATION PROCESS**

The Debtors' liquidation would be conducted pursuant to chapter 7 of the Bankruptcy Code. The Debtors have assumed that all secured creditors would quickly foreclose on their collateral leaving only Avoidance Actions for the Trustee to pursue for the benefit of the Debtors' creditors.

A summary of the Debtors' Liquidation Analysis noting assets to be liquidated, Liquidation Proceeds, liquidating adjustments and the Liquidation Distribution in a chapter 7 process, is as follows.

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Vista Proppants and Logistics  
Debtors' Liquidation Analysis Summary  
Consolidated  
(\$'000 in USD)

Jun-20 Proforma Balance Sheet							Recovery Estimate - %					Recovery Estimate - \$				
Liquidation Analysis	FN	Lonestar	LP	Bulk	Vista	Consolidated	Lonestar	LP	Bulk	Vista	Consolidated	Ch. 7 Trustee / Class 2 & 6	Plains Capital	DIP / Term Lenders	Other Secured	Total
Cash and Cash Equivalents	1	\$ 2,799	\$ -	\$ -	\$ -	\$ 2,799	100%	0%	0%	0%	100%	\$ -	\$ 2,174	\$ 625	\$ -	\$ 2,799
Restricted Cash	2	3,000	-	205	-	3,205	100%	0%	100%	0%	100%	-	-	-	3,205	3,205
Accounts Receivable	3, 4	12,406	3,678	1,113	-	17,198	8%	3%	4%	0%	7%	-	854	280	-	1,134
Inventory	5, 6	7,980	-	-	-	7,980	24%	0%	0%	0%	24%	-	1,933	-	-	1,933
Prepaid Expenses	7	5,354	31	97	-	5,482	1%	0%	0%	0%	1%	-	-	73	-	73
Property, Plant, and Equipment	8	299,067	2,998	2,275	-	304,341	9%	22%	82%	0%	10%	-	250	28,966	100	29,316
Other Assets	9	7,923	5	-	-	7,927	0%	0%	0%	0%	0%	-	-	-	-	-
Right of Use	10	14,920	10,699	8,141	-	33,759	0%	0%	0%	0%	0%	-	-	-	-	-
<b>Assets</b>		<b>\$ 353,449</b>	<b>\$ 17,411</b>	<b>\$ 11,831</b>	<b>\$ -</b>	<b>\$ 382,691</b>	<b>10%</b>	<b>4%</b>	<b>18%</b>	<b>0%</b>	<b>10%</b>	<b>\$ -</b>	<b>\$ 5,211</b>	<b>\$ 29,944</b>	<b>\$ 3,305</b>	<b>\$ 38,460</b>
Avoidance Actions	11											Unknown				Unknown
<b>Chapter 7 Litigation</b>												Unknown				Unknown
Chapter 7 Trustee Fees	12											Unknown				Unknown
<b>Liquidation Adjustments</b>												Unknown				Unknown
<b>Proceeds Available to Creditors</b>												Unknown	\$ 5,211	\$ 29,944	\$ 3,305	Unknown

Summary Waterfall Scenario		Lonestar	LP	Bulk	Vista	Consolidated	Lonestar	LP	Bulk	Vista	Consolidated	Ch. 7 Trustee / Class 2 & 6	Plains Capital	DIP / Term Lenders	Other Secured	Total
Carve-Out Claims	13	\$ -	\$ -	\$ -	\$ 2,097	\$ 2,097	0%	0%	0%	100%	100%	\$ -	\$ -	\$ 2,097	\$ -	\$ 2,097
Class 0 - DIP Claims	14	-	-	-	7,000	7,000	0%	0%	0%	100%	100%	-	-	7,000	-	7,000
Class 1 - Other Secured Claims	15	8,685	4	205	-	8,893	36%	0%	100%	0%	37%	-	-	-	3,305	3,305
Class 2 - Other Priority Claims	16	1,334	206	46	-	1,586	Unknown	Unknown	Unknown	Unknown	Unknown	Unknown	-	-	-	-
Class 3 - Term Loan Secured Claims	17	369,980	-	-	-	369,980	5%	0%	1%	0%	6%	-	-	20,847	-	20,847
Class 4 - PlainsCapital ABL Secured Claims	18	15,775	-	-	-	15,775	31%	0%	0%	0%	31%	-	4,860	-	-	4,860
Class 5 - MAALT Secured Claims	19	-	3,043	-	-	3,043	0%	12%	0%	0%	12%	-	351	-	-	351
Chapter 11 Administrative Expenses	20	-	-	-	250	250	0%	0%	0%	Unknown	0%	Unknown	-	-	-	-
Class 6 - General Unsecured Claims	21	418,215	14,615	15,722	-	448,552	Unknown	Unknown	Unknown	Unknown	Unknown	Unknown	-	-	-	-
Class 7 - Intercompany Claims	22	170,956	34,693	58,307	-	263,956	0%	0%	0%	0%	0%	-	-	-	-	-
Class 8 - Interests in Debtors Other than Vista Holdco	23	-	-	-	-	-	0%	0%	0%	0%	0%	-	-	-	-	-
Class 9 - Interests in Vista Holdco	24	-	-	-	-	-	0%	0%	0%	0%	0%	-	-	-	-	-

Class 6 - General Unsecured Claims		Lonestar	LP	Bulk	Vista	Consolidated
Trade Claims		\$ 31,354	\$ 2,331	\$ 7,165	\$ -	\$ 40,850
Rejection Damages		26,813	9,592	8,557	-	44,961
Deficiency Claims		360,049	2,692	-	-	362,741
<b>Class 6 - General Unsecured Claims</b>		<b>\$ 418,215</b>	<b>\$ 14,615</b>	<b>\$ 15,722</b>	<b>\$ -</b>	<b>\$ 448,552</b>

### Footnotes to the Liquidation Analysis

#### Gross Liquidation Proceeds

- (1) Cash and Cash Equivalents - The Liquidation Analysis assumes that all cash and cash equivalents are swept upon a Ch. 7 conversion by the secured lenders.
- (2) Restricted Cash - Relates to cash utilized to secure the Hogg Ranch reclamation guaranty and a workers' compensation insurance liability. The Liquidation Analysis assumes that all restricted cash is swept upon a Ch. 7 conversion by the secured parties.
- (3) Accounts Receivable - Consists of trade amounts owed for frac sand, and transportation and logistics services provided to oilfield services companies and oil and gas exploration and production customers. The Liquidation Analysis assumes that any current customers would terminate any open contracts or PO's upon a Ch. 7 conversion. Recovery amounts reflect offsets from customers due to business disruption, contract breach expenses and any related litigation costs. The Liquidation Analysis assumes that all accounts receivable upon a conversion to Ch. 7 are collected by the secured lenders outside of the Ch. 7 proceeding.
- (4) Accounts Receivable - Related Party consists of invoices and accrued revenues due from Debtor related parties.
- (5) Inventory – Unfinished Sand consists of both wet sand and sand ore. The Liquidation Analysis assumes that unfinished sand would not be finished and liquidated but rather used in connection with fulfilling the Debtors reclamation obligations to the sand reserve lessors.
- (6) Inventory – Finished Sand consists of dried frac sand generally loaded in rail cars and stored at both owned and leased locations. The Liquidation Analysis assumes that finished sand inventory would be foreclosed on by the secured lender and would be liquidated by the lender outside of the Ch. 7 proceeding.
- (7) Prepaid Expenses - includes capital equipment spare parts for mining equipment, prepaid insurance, prepaid freight, deposits, and other prepaid items. The Liquidation Analysis assumes that prepaid expenses are unlikely to be recovered given the nature of the assets, except for a small recovery on capital equipment spare parts.
- (8) Property, Plant, and Equipment - Includes various asset groups – plants, machinery, buildings, office equipment, vehicles, and other. These assets are generally believed to have some recoverable value based primarily on the liquidation of the mining equipment, while other types of assets are assumed to have a de minimus recoverable value (e.g., rail infrastructure, silos, pickup trucks, trailers, yellow iron, furniture, fixtures and computers). The Liquidation Analysis assumes that the secured lenders would foreclose on their collateral and liquidate the assets outside of the Ch. 7 proceeding. The liquidation of the mining equipment and silos is assumed to be through an auction scenario, whereby the equipment would be physically removed from the buildings and concrete pads, then trucked to an auction location. The recovery percentage would be net of any costs to removal, disassembly, moving and auctioneer costs.
- (9) Other Assets - Consist of lease rights, depletion reserves, asset retirement obligation asset, and other items. The Liquidation Analysis assumes that other assets are unlikely to be recovered given the nature of the assets.
- (10) Right of Use - Consists of the Debtors finance and operating lease obligations and is a GAAP accounting entry. The Right of Use asset and associated liability when netted together

results in a liability. The Liquidation Analysis assumes that right of use assets have no related value.

- (11) Avoidance Actions – Relates to potential avoidance actions available under the Bankruptcy Code (Note – Proceeds of avoidance actions are the collateral of the DIP Lender pursuant to the DIP Financing Agreement).

#### **Net Liquidation Adjustments**

- (12) Chapter 7 Trustee Fees consist of fees paid to the Trustee to liquidate the Debtors' Estates. The estimated expense of the chapter 7 Trustee is unknown given the unknown recoverability of the avoidance actions to be liquidated and distributed to unsecured creditors. No further professional fees have been projected.

#### **Claims**

- (13) Carve-Out Claims - The DIP Financing Order grants superpriority status to Allowed Professional Compensation Claims earned, accrued, or incurred by Professionals at any time before or on the first business day following delivery of the Carve-Out Trigger Notice (as defined in the DIP Financing Order). Additionally, the DIP Financing Order provides for payment of Allowed Professional Compensation Claims, subject to the caps set forth in the Carve-Out (as defined in the DIP Financing Order), incurred after the date of the delivery by the DIP Agent of a Carve-Out Trigger Notice. The Liquidation Analysis assumes approximately \$2.1 million in Claims under the Carve-Out provision of the DIP Financing Order at the Liquidation Date.
- (14) Class 0 - DIP Facility - The Bankruptcy Code and the DIP Financing Order grant superpriority administrative expense claim status to Claims made pursuant to the Debtors' DIP Loan Documents. The Liquidation Analysis assumes DIP Facility Claims outstanding as of the Liquidation Date include unpaid principal and interest in the amount of approximately \$7.0 million (Note – the Debtors' expect the \$11 million DIP Facility to be fully drawn by the Effective Date)
- (15) Class 1 - Other Secured Claims represents the estimated amounts owed to other secured claimants on the Liquidation Date and generally related to the Hogg Ranch reclamation guaranty, the Texas & New Mexico Railway/Watco financing, a workers compensation insurance liability, and Secured Tax Claims.
- (16) Class 2 - Other Priority Claims represents the estimated amounts owed to the priority claimants on the Liquidation Date that are not (i) DIP Facility Claims, (ii) Administrative Claims, (iii) Professional Compensation Claims, or (iv) Priority Tax Claims.
- (17) Class 3 - Term Loan Secured Claims consist of Claims held by any of the Term Loan Secured Parties arising under or relating to the Term Loan Documents or the DIP Financing Order.
- (18) Class 4 - PlainsCapital ABL Secured Claims consist of all Secured Claims arising in respect of the PlainsCapital ABL Facility.
- (19) Class 5 - MAALT Secured Claims consist of Secured Claims arising in respect of the MAALT Facility.
- (20) Chapter 11 Administrative Expenses consist of estimated post-petition accrued and unpaid operating expenditures and other Administrative Claims estimated to be approximately \$250,000 as of the Liquidation Date.



- (21) Class 6 - General Unsecured Claims consists of any Claims that are not: (a) DIP Facility Claims; (b) Administrative Claims; (c) Professional Compensation Claims; (d) Priority Tax Claims; (e) Other Secured Claims; (f) Other Priority Claims; (g) a Term Loan Secured Claim; (h) PlainsCapital ABL Secured Claim; (i) a MAALT Secured Claim; or (j) an Intercompany Claim. General Unsecured Claims include contract rejection damage claims, deficiency claims, and various other unsecured liabilities, including various contingent, unliquidated and disputed claims (e.g., reclamation claims). The actual amount of General Unsecured Claims could vary materially from these estimates. No order has been entered by the Bankruptcy Court estimating or otherwise fixing the amount of General Unsecured Claims at the Debtors.
- (22) Class 7 - Intercompany Claims represents prepetition intercompany activity.
- (23) Class 8 - Interests in Debtors Other than Vista Holdco represents equity interests in the Debtors other than Vista Holdco.
- (24) Class 9 - Interests in Vista Holdco represents Vista Holdco's equity interests in the Debtors.

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#### CONCLUSION

The Debtors have determined, as summarized in the table above, on the Effective Date, that the Plan will provide all Holders of Allowed Claims and Equity Interests with a recovery that is not less than what they would otherwise receive pursuant to a liquidation of the Debtors' assets under chapter 7 of the Bankruptcy Code. Accordingly, the Plan satisfies the requirement of 1129(a)(7) of the Bankruptcy Code.

**EXHIBIT 4 TO THE DISCLOSURE STATEMENT**  
**FINANCIAL PROJECTIONS**

**Vista Proppants and Logistics**  
**Financial Projections**  
**\$ in 000's**

Week Ending Number of Weeks Month	FN	Exit	FY-20			FY-21											Oct-20 Dec-21 14 Months
		10/30 0	11/27 4	1/1 5	1/29 4	2/26 4	4/2 5	4/30 4	5/28 4	7/2 5	7/30 4	8/27 4	10/1 5	10/29 4	11/26 4	12/31 5	
		Oct-20	Nov-20	Dec-20	Jan-21	Feb-21	Mar-21	Apr-21	May-21	Jun-21	Jul-21	Aug-21	Sep-21	Oct-21	Nov-21	Dec-21	
Total Receipts	1	\$ -	\$ 379	\$ 1,101	\$ 774	\$ 913	\$ 1,101	\$ 774	\$ 913	\$ 1,101	\$ 774	\$ 913	\$ 1,101	\$ 774	\$ 913	\$ 1,101	\$ 12,634
Payroll & Benefits	2	-	(502)	(743)	(502)	(502)	(510)	(502)	(502)	(744)	(502)	(502)	(510)	(502)	(502)	(743)	(7,765)
Freight		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Repairs & Maintenance		-	(160)	(160)	(160)	(160)	(160)	(160)	(160)	(160)	(160)	(160)	(160)	(160)	(160)	(160)	(2,240)
Insurance	3	-	(206)	(206)	(206)	-	-	-	(1,176)	(206)	(206)	(206)	(206)	(206)	(206)	(206)	(3,234)
Rentals & Leases	4	-	(125)	(130)	(115)	(120)	(125)	(115)	(120)	(125)	(115)	(120)	(125)	(115)	(120)	(125)	(1,695)
Railcar Lease		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Other Operating Disbursements		-	(580)	(410)	(2,433)	(317)	(317)	(317)	(317)	(317)	(317)	(317)	(317)	(317)	(317)	(317)	(6,904)
Operating Disbursements		-	(1,572)	(1,649)	(3,415)	(1,098)	(1,111)	(1,093)	(2,275)	(1,552)	(1,299)	(1,304)	(1,317)	(1,299)	(1,304)	(1,550)	(21,838)
Ordinary Course Professionals	5	-	(50)	(50)	(17)	(17)	(17)	(17)	(17)	(17)	(17)	(17)	(17)	(17)	(17)	(17)	(300)
Board Fees		-	(15)	(15)	(15)	(15)	(15)	(15)	(15)	(15)	(15)	(15)	(15)	(15)	(15)	(15)	(210)
Interest & Fees	6	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Other Disbursements		-	(65)	(65)	(32)	(32)	(32)	(32)	(32)	(32)	(32)	(32)	(32)	(32)	(32)	(32)	(510)
Royalties	7	-	(623)	(123)	(123)	(277)	(123)	(123)	(464)	(123)	(123)	(464)	(123)	(123)	(464)	(1,056)	(4,332)
Restructuring Costs	8	(6,000)	(75)	(75)	-	-	-	-	-	-	-	-	-	-	-	-	(6,150)
<b>Net Cash Flow</b>		<b>(6,000)</b>	<b>(1,956)</b>	<b>(810)</b>	<b>(2,796)</b>	<b>(494)</b>	<b>(165)</b>	<b>(474)</b>	<b>(1,857)</b>	<b>(605)</b>	<b>(679)</b>	<b>(886)</b>	<b>(371)</b>	<b>(679)</b>	<b>(886)</b>	<b>(1,537)</b>	<b>(20,195)</b>
Beginning Cash Balance		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Net Cash Flow	9	(6,000)	(1,956)	(810)	(2,796)	(494)	(165)	(474)	(1,857)	(605)	(679)	(886)	(371)	(679)	(886)	(1,537)	(20,195)
DIP Loan		(11,000)	-	-	-	-	-	-	-	-	-	-	-	-	-	-	(11,000)
Tranche A: Exit Facility Notes		6,000	1,956	810	2,796	494	165	474	1,857	605	679	886	371	679	886	1,537	20,195
<b>Ending Cash Balance</b>		<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
DIP Loan		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Tranche A: Exit Facility Notes		6,186	8,253	9,198	12,174	12,796	13,118	13,732	15,777	16,582	17,434	18,506	19,096	19,968	21,060	22,878	22,878
Tranche B: Exit Facility Notes		22,000	22,518	22,759	22,954	23,150	23,398	23,598	23,800	24,054	24,260	24,468	24,729	24,941	25,154	25,423	25,423
Tranche C: Exit Facility Notes		50,000	51,928	52,483	52,932	53,385	53,956	54,418	54,883	55,470	55,945	56,423	57,027	57,515	58,007	58,627	58,627
<b>Exit Facility Notes</b>	10	<b>78,186</b>	<b>82,699</b>	<b>84,440</b>	<b>88,060</b>	<b>89,331</b>	<b>90,472</b>	<b>91,748</b>	<b>94,460</b>	<b>96,107</b>	<b>97,639</b>	<b>99,397</b>	<b>100,852</b>	<b>102,423</b>	<b>104,221</b>	<b>106,928</b>	<b>106,928</b>
<b>Available Liquidity</b>		<b>23,814</b>	<b>21,747</b>	<b>20,802</b>	<b>17,826</b>	<b>17,204</b>	<b>16,882</b>	<b>16,268</b>	<b>14,223</b>	<b>13,418</b>	<b>12,566</b>	<b>11,494</b>	<b>10,904</b>	<b>10,032</b>	<b>8,940</b>	<b>7,122</b>	<b>7,122</b>

**Presentation**

The Financial Projections are presented in a consistent format with forecasts included as part of the Debtors chapter 11 reporting. The projections contain non-GAAP financial measures. The Company has shown the results of all consolidated entities within the Financial Projections presented herein.

**Methodology**

The Financial Projections incorporate Management's operating assumptions after the Company's exit from Chapter 11 in October through the end of 2021 and continues to reflect nominal frac sand and industrial sand sales and greatly reduced operations at its facilities. The Company continues to maintain/operate the West Texas, Granbury and Tolar mines, as well as the Barnhart and Gonzalez transload facilities and a corporate office.

The Financial Projections reflect numerous assumptions, including various assumptions regarding the anticipated future performance of the Reorganized Debtors, industry performance, general business and economic conditions, and other matters, many of which are beyond the control of the Reorganized Debtors. In addition, the assumptions may not fully account for the uncertainty and disruption of business that may accompany a restructuring in bankruptcy court. Therefore, although the Financial Projections are necessarily presented with numerical specificity, the actual results achieved during the period of the Financial Projections will likely vary from the projected results. These variations may be material. Accordingly, no representation can be or is being made with respect to the accuracy of the Financial Projections or the ability of the Reorganized Debtors to achieve the projected results of operations. In deciding whether to vote to accept or reject the proposed Plan, creditors must make their own determinations as to the reasonableness of such assumptions and the reliability of the Financial Projections. Moreover, the Financial Projections were prepared solely in connection with the restructuring pursuant to the Plan.

**Principal Assumptions for the Financial Projections**

1. Revenue – The Financial Projections include revenue generated from providing nominal frac sand volumes to oil and gas customers in West Texas (approximately 23K tons per month) and providing industrial sand in Granbury.
2. Payroll – Projected at current staffing levels with approximately 50 corporate and field employees to maintain limited operations and the safety and security of the Debtors' facilities.
3. Insurance – Projected 2021 costs and financing similar to the Debtors' existing insurance policies.
4. Rentals and Leases – Projected costs includes the Debtors' corporate office, housing costs in West Texas and yellow iron rentals.
5. Ordinary Course Professionals – Projected costs generally include a tax preparation firm and a property tax consultant.
6. Interest and Fees – Projected based on the post-emergence capital structure as detailed in the "Capital Structure" section included herein and the Plan and the exhibits thereto.
7. Royalties – Projected based on expected amended and assumed royalty agreements reflecting cost savings from historical royalty payments.
8. Restructuring Costs – Projected exit costs associated with \$500k GUC Cash Pool, 2019 property taxes and various contract cures (includes royalty agreements).
9. Working Capital – Working capital assumptions are based on the Company's historical cash conversion cycle. Working capital necessary for a restart of the Company's operations post-2021 has not been projected, such amounts could be material.
10. Capital Structure – The reorganized Company's estimated post-emergence capital structure is assumed to be effective upon emergence in October 2020. The Financial Projections assume the following key assumptions at emergence:
  - a. Tranche A Exit Facility Notes – \$30 million of exit notes with a LIBOR plus 9.5% PIK interest rate.
  - b. Tranche B Exit Facility Notes – \$22 million of exit notes with a LIBOR plus 9.5% PIK interest rate.
  - c. Tranche C Exit Facility Notes – \$50 million of exit notes with a LIBOR plus 9.5% PIK interest rate.

**Exhibit 6**

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.,<sup>1</sup> § Case No. 20-42002-elm11  
§  
Debtors. § Jointly Administered

**NOTICE OF CURE PROCEDURES**

PLEASE TAKE NOTICE THAT on August 18, 2020, 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”), filed the *Second Amended Joint Plan of Reorganization of Vista Proppants and Logistics, LLC, et al., Pursuant to Chapter 11 of the Bankruptcy Code* (as may be amended, the “Plan”) and 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”), with the United States Bankruptcy Court for the Northern District of Texas, Fort Worth Division (the “Court”). By order entered on August 19, 2020 (the “Disclosure Statement Approval Order”), the Court approved the adequacy of the information contained in the Disclosure Statement, along with certain procedures described below.

PLEASE TAKE FURTHER NOTICE THAT upon on the Effective Date of the Plan, the Debtors may assume the executory contracts and unexpired leases and any modifications thereto set forth on **Schedule 1** hereto (collectively, the “Executory Contracts”).<sup>2</sup> In addition, the cure amounts, if any, necessary for the assumption of the Executory Contracts (the “Cure Amounts”) are set forth on Schedule 1.

PLEASE TAKE FURTHER NOTICE THAT pursuant to the Plan, the Debtors will file the Plan Supplement no later than five (5) days before the Voting Deadline (or such later date as may be approved by the Court), which shall include a Schedule of Assumed Contracts and Leases, whereby each Contract Counterparty will have notice on the Debtors’ intention to assume its Executory Contract.

PARTIES LISTED ON **SCHEDULE 1** HERETO ARE RECEIVING THIS NOTICE BECAUSE THE DEBTORS HAVE IDENTIFIED THEM AS A COUNTERPARTY TO AN EXECUTORY CONTRACT THAT THE DEBTORS MAY ASSUME.

Any party wishing to view the Plan, Plan Supplement, Disclosure Statement or the Disclosure Statement Approval 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’

<sup>1</sup> 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.

<sup>2</sup> The Executory Contracts listed on Schedule 1 include any and all amendments if not separately listed.



Balloting Agent, Kurtzman Carson Consultants LLC at VistaInfo@kccllc.com or through the Debtors' chapter 11 case website at www.kccllc.net/vista.

### **Assumed Contract Objection Procedures**

Pursuant to the Cure Procedures, all objections to the assumption of any Executory Contract, including without limitation any objection to the Debtors' proposed Cure Amount or the provision of adequate assurance of future performance under any Executory Contract pursuant to Section 365 of the Bankruptcy Code ("Adequate Assurance") must: (a) be in writing; (b) be in the English language; (c) state the name and address of the objecting Contract Counterparty; (d) be filed, together with proof of service, with the Court and served so that they are received by the following parties (the "Confirmation Service List"), no later than **September 10, 2020 at 4:00 p.m. Central Time** (the "Cure Objection Bar Date"): (i) counsel for the Debtors, Stephen M. Pezanosky (stephen.pezanosky@haynesboone.com), Matthew T. Ferris (matt.ferris@haynesboone.com), and David L. Staab (david.staab@haynesboone.com); (ii) counsel for the DIP Agent and the Term Loan Agent, Charles Persons (cpersons@sidley.com), and Dennis Twomey (dtwomey@sidley.com); (iii) counsel for the Committee, Patrick Carew (pcarew@kilpatricktownsend.com), Todd Meyers (tmeyers@kilpatricktownsend.com), David Posner (dposner@kilpatricktownsend.com), and Kelly Moynihan (kmoynihan@kilpatricktownsend.com); and (iv) counsel for the Office of the United States Trustee for the Northern District of Texas, Erin Schmidt (Erin.Schmidt2@usdoj.gov); (e) identify the Executory Contract to which the objector is party; (f) describe with particularity any dispute the Contract Counterparty has under section 365 of the Bankruptcy Code with the Cure Amount and identify the bases of the dispute under the Executory Contract; (g) attach all supporting documents; and (h) if the response contains an objection to Adequate Assurance, state with specificity what the objecting party believes is required to provide Adequate Assurance.

To the extent the Debtors dispute any Cure Objection, such dispute shall be presented to the Court at the Confirmation Hearing on **September 24, 2020, at 1:30 p.m. Central Time**, or such later date and time as the Debtors or the Reorganized Debtors may request or the Court may order, 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. If no Cure Objection is timely and properly filed and served in accordance with the Assumed Contract Objection Procedures, (a) the Cure Amount set forth in the Cure Notice shall be controlling notwithstanding anything to the contrary in any Assumed Contract or other document and the Contract Counterparty thereto shall be forever barred from asserting any other claim against the Debtors with respect to such Assumed Contract arising prior to the assumption thereof, and (b) the Reorganized Debtors' promise to perform under the Assumed Contract shall be deemed Adequate Assurance thereunder.

The presence of any Executory Contract on the Cure Notice indicates that the Debtors may intend to assume the Executory Contract. Additionally, pursuant to the Plan, the Debtors will file the Plan Supplement no later than five (5) days before the Voting Deadline (or such later date as may be approved by the Court and 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), which shall include a Schedule of Assumed Contracts and Leases, whereby each Contract Counterparty will have notice of the Debtors' intention to assume its Executory Contract.

### **FAILING TO TIMELY FILE AND SERVE AN OBJECTION**

ANY COUNTERPARTY TO AN ASSUMED CONTRACT OR ASSUMED LEASE WHO FAILS TO TIMELY FILE AND SERVE AN OBJECTION TO THE PROPOSED ASSUMPTION OF AN ASSUMED CONTRACT AND/OR THE CURE AMOUNT SET FORTH ON SCHEDULE 1 IN ACCORDANCE WITH THE CURE PROCEDURES SHALL BE FOREVER BARRED FROM

ASSERTING ANY OBJECTION TO THE ASSUMPTION OF THE ASSUMED CONTRACT AND/OR THE CURE AMOUNT SET FORTH ON SCHEDULE 1, INCLUDING ASSERTING ADDITIONAL CURE AMOUNTS WITH RESPECT TO THE ASSUMED CONTRACT OR ASSUMED LEASE RELATING TO ANY PERIOD PRIOR TO THE TIME OF ASSUMPTION.

**Dated: August 19, 2020**

Stephen M. Pezanosky  
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Matthew T. Ferris  
State Bar No. 24045870  
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**ATTORNEYS FOR DEBTORS**



**SCHEDULE 1**

**Cure Amount Schedule**

#	Counterparty Name	Counterparty Address	Debtor Counterparty	Contract Description	Contract Date	Proposed Cure
1	Apache Corp.	PO BOX 27709 Houston, TX 77227-7709	Lonestar Prospects, Ltd.	Sand Purchase Agreement	2/1/2017	\$0.00
2	Apache Corp.	PO BOX 27709 Houston, TX 77227-7709	Lonestar Prospects, Ltd.	Sand Purchase Agreement	11/15/2017	\$0.00
3	Apache Corp.	PO BOX 27709 Houston, TX 77227-7709	Lonestar Prospects, Ltd.	Sand Purchase Agreement	2/25/2019	\$0.00
4	AT&T Corp.	208 S. Akard St. Ste 110 Dallas, TX 75202	Maalt Specialized Bulk, LLC	Service Agreement	5/9/2018	\$0.00
5	Bill Singmaster	701 Sunset Acres St Granbury, TX 76048	Lonestar Prospects, Ltd.	Employment Agreement	8/1/2018	\$0.00
6	Birch Operations, Inc.	2918 N. County Road 1140 Midland, TX 79705	Lonestar Prospects, Ltd.	Service Agreement	7/1/2019	\$0.00
7	Blake J.W. DeNoyer	3549 Monroe Highway Granbury, TX 76049	Lonestar Prospects, Ltd.	Employment Agreement	8/1/2018	\$0.00
8	Castlerock Operating, LLC	111 Tower Drive San Antonio, TX 78232	Lonestar Prospects, Ltd.	Master Service Agreement	9/1/2019	\$0.00
9	Caterpillar Financial Services Corp.	2120 West End Ave Nashville, TN 37203	Lonestar Prospects, Ltd.	Freightliner M916A3; VIN - 1FULATCG08PZ72813; Contract # - 001-0027398-004; Agreement # - N/A	6/8/2018	\$0.00
10	Caterpillar Financial Services Corp.	2120 West End Ave Nashville, TN 37203	Lonestar Prospects, Ltd.	Caterpillar D6T Tractor; VIN - HTZ00706; Contract # - 001-0872445-000; Agreement # - 3157164	7/31/2017	\$0.00
11	Caterpillar Financial Services Corp.	2120 West End Ave Nashville, TN 37203	Lonestar Prospects, Ltd.	TL1255D Caterpillar Telehandler; VIN - ML701441; Contract # - 001-0943873-000; Agreement # - 3560414	10/30/2018	\$0.00
12	Caterpillar Financial Services Corp.	2120 West End Ave Nashville, TN 37203	Lonestar Prospects, Ltd.	980M Caterpillar Wheel Loader; VIN - XDJ01007; Contract # - 001-1026735-000; Agreement # - 3808532	3/1/2020	\$0.00
13	Caterpillar Financial Services Corp.	2120 West End Ave Nashville, TN 37203	Lonestar Prospects, Ltd.	Caterpillar 745-04 Articulated Truck; VIN - 3T602054; Contract # - 001-0998248-000; Agreement # - 3740867	10/26/2019	\$0.00
14	Caterpillar Financial Services Corp.	2120 West End Ave Nashville, TN 37203	Lonestar Prospects, Ltd.	Caterpillar 745-04 Articulated Truck; VIN - 3T602055; Contract # -	10/26/2019	\$0.00

#	Counterparty Name	Counterparty Address	Debtor Counterparty	Contract Description	Contract Date	Proposed Cure
				001-0998248-001; Agreement # - 3740867		
15	Caterpillar Financial Services Corp.	2120 West End Ave Nashville, TN 37203	Lonestar Prospects, Ltd.	Caterpillar 745-04 Articulated Truck; VIN - 3T602062; Contract # - 001-0998248-002; Agreement # - 3740867	10/26/2019	\$0.00
16	Caterpillar Financial Services Corp.	2120 West End Ave Nashville, TN 37203	Lonestar Prospects, Ltd.	Caterpillar 980M Wheel Loader; VIN - XDJ01156; Contract # - 001-1030766-000; Agreement # - 3832876	2/28/2020	\$0.00
17	Caterpillar Financial Services Corp.	2120 West End Ave Nashville, TN 37203	Lonestar Prospects, Ltd.	Caterpillar 986k Wheel Loader; VIN - SWH00315; Contract # - 001-1030734-000; Agreement # - 3830403	2/20/2020	\$0.00
18	CCC Group, Inc.	5797 Dietrich Road San Antonio, TX 78219	Lonestar Prospects, Ltd.	Construction Change Order	6/28/2019	\$0.00
19	CCC Group, Inc.	5797 Dietrich Road San Antonio, TX 78219	Lonestar Prospects, Ltd.	Settlement & Mutual Release Agreement	12/13/2019	\$0.00
20	Chico Land Management, LLC	95 West 3Rd Street Big Lake, TX 76932	Maalt, LP	Lease Agreement	12/8/2015	\$0.00
21	Chico Land Management, LLC	95 West 3Rd Street Big Lake, TX 76932	Maalt, LP	Lease Agreement	12/8/2015	\$0.00
22	Cudd Pumping Serices, Inc.	5610 Old Bullard Rd Tyler, TX 75703	Lonestar Prospects, Ltd.	Master Purchase Agreement	7/17/2018	\$0.00
23	DDC Ranch Consulting, LLC	101 S Betty Ave Monahans, TX 79756	Lonestar Prospects, Ltd.	Lease Agreement	5/1/2017	\$0.00
24	Devon Energy Production Company, L.P.	4501 Technology Drive Weatherford, OK 73096	Lonestar Prospects, Ltd.	Sand Supply Agreement	3/1/2018	\$0.00
25	Devon Energy Production Company, L.P.	4501 Technology Drive Weatherford, OK 73096	Lonestar Prospects, Ltd.	Master Sand Supply Agreement	7/1/2018	\$0.00
26	Devon Energy Production Company, L.P.	4501 Technology Drive Weatherford, OK 73096	Lonestar Prospects, Ltd.	Sand Supply Agreement	7/1/2018	\$0.00
27	Devon Energy Production Company, L.P.	4501 Technology Drive Weatherford, OK 73096	Lonestar Prospects, Ltd.	Master Service / Supply Agreement	5/1/2019	\$0.00
28	Devon Energy Production Company, L.P.	4501 Technology Drive Weatherford, OK 73096	Lonestar Prospects, Ltd.	Sand Supply Agreement	1/1/2020	\$0.00
29	Devon Energy Production Company, L.P.	4501 Technology Drive Weatherford, OK 73096	Lonestar Prospects, Ltd.	Sand Supply Agreement	1/1/2019	\$0.00
30	El Paso Natural Gas Company, LLC	1001 Louisiana Street Houston, TX 77002	Lonestar Prospects, Ltd.	Interconnect Agreement	6/12/2017	\$0.00
31	Encana Oil & Gas (USA) Inc.	306 US-380 Bridgeport, TX 76426	Lonestar Prospects, Ltd.	Confidentiality and Nondisclosure agreement	7/27/2019	\$0.00

#	Counterparty Name	Counterparty Address	Debtor Counterparty	Contract Description	Contract Date	Proposed Cure
32	Energy Transfer	8111 Westchester Drive Dallas, TX 75225	Lonestar Prospects, Ltd.	Construction Agreement	2/1/2018	\$0.00
33	EOG Resources, Inc.	421 West 3Rd Street Suite 150 Fort Worth, TX 76102	Lonestar Prospects, Ltd.	Purchase Agreement	2/13/2017	\$0.00
34	EOG Resources, Inc.	421 West 3rd Street Fort Worth, TX 76102	Lonestar Prospects, Ltd.	Sand Supply Agreement	1/1/2017	\$0.00
35	EOG Resources, Inc.	421 West 3rd Street Fort Worth, TX 76102	Lonestar Prospects, Ltd.	Sand Supply Agreement	1/1/2018	\$0.00
36	EOG Resources, Inc.	421 West 3rd Street Fort Worth, TX 76102	Lonestar Prospects, Ltd.	Transportation Services Agreement	1/9/2018	\$0.00
37	EOG Resources, Inc.	421 West 3rd Street Fort Worth, TX 76102	Lonestar Prospects, Ltd.	Purchase Agreement	6/24/2013	\$0.00
38	EP Energy E&P Company, LP	1001 Louisiana Street Houston, TX 77210	Lonestar Prospects, Ltd.	Master Sand Supply Agreement	3/10/2016	\$0.00
39	EP Energy E&P Company, LP	1001 Louisiana Street Houston, TX 77210	Lonestar Prospects, Ltd.	Master Sand Supply Agreement	6/9/2017	\$0.00
40	Farmrail Corp	1601 West Gary Boulevard Clinton, OK 73601-1750	Maalt, LP	Lease Agreement	11/19/2015	\$0.00
41	FedEx	2920 Oak Lawn Avenue Dallas, TX 75219	Maalt, LP	Service Agreement	6/14/2018	\$0.00
42	Fort Worth & Western Railroad Co.	6300 Ridgelea Place Fort Worth, TX 76116	Lonestar Prospects, Ltd.	Lease Agreement	7/21/2017	\$0.00
43	Fort Worth & Western Railroad Co.	6300 Ridgelea Place Fort Worth, TX 76116	Lonestar Prospects, Ltd.	Lease Agreement	2/15/2011	\$0.00
44	Fort Worth & Western Railroad Co.	6300 Ridgelea Place Fort Worth, TX 76116	Lonestar Prospects, Ltd.	Lease Agreement	1/1/2015	\$0.00
45	Fort Worth & Western Railroad Co.	6300 Ridgelea Place Fort Worth, TX 76116	Maalt, LP	Service Agreement	5/20/2015	\$0.00
46	Fort Worth & Western Railroad Co.	6300 Ridgelea Place Fort Worth, TX 76116	Lonestar Prospects, Ltd.	Lease Agreement	9/1/2017	\$0.00
47	Fort Worth & Western Railroad Co.	6300 Ridgelea Place Fort Worth, TX 76116	Lonestar Prospects, Ltd.	Lease Agreement	11/26/2012	\$0.00
48	Fort Worth & Western Railroad Co.	6300 Ridgelea Place Fort Worth, TX 76116	Lonestar Prospects, Ltd.	Lease Agreement	9/1/2017	\$0.00
49	Fort Worth & Western Railroad Co.	6300 Ridgelea Place Fort Worth, TX 76116	Lonestar Prospects, Ltd.	Rail Service Agreement	9/1/2017	\$0.00
50	Fort Worth & Western Railroad Co.	6300 Ridgelea Place Fort Worth, TX 76116	Lonestar Prospects, Ltd.	Rail Service Quote	1/1/2018	\$0.00
51	Fort Worth & Western Railroad Co.	6300 Ridgelea Place Fort Worth, TX 76116	Lonestar Prospects, Ltd.	Rail Service Quote	1/1/2019	\$0.00
52	Fort Worth & Western Railroad Co.	6300 Ridgelea Place Fort Worth, TX 76116	Lonestar Prospects, Ltd.	Unit Train Incentive	7/1/2017	\$0.00
53	Fort Worth & Western Railroad Co.	6300 Ridgelea Place Fort Worth, TX 76116	Lonestar Prospects, Ltd.	Railroad Services Agreement	11/26/2012	\$0.00
54	Fort Worth & Western Railroad Co.	6300 Ridgelea Place Fort Worth, TX 76116	Lonestar Prospects, Ltd.	Demurrage Agreement	9/1/2012	\$0.00

#	Counterparty Name	Counterparty Address	Debtor Counterparty	Contract Description	Contract Date	Proposed Cure
55	Fort Worth & Western Railroad Co.	6300 Ridgelea Place Fort Worth, TX 76116	Lonestar Prospects, Ltd.	Demurrage Agreement	2/1/2017	\$0.00
56	Fort Worth & Western Railroad Co.	6300 Ridgelea Place Fort Worth, TX 76116	Maalt, LP	Lease Agreement	5/10/2015	\$0.00
57	Fort Worth & Western Railroad Co.	6300 Ridgelea Place Fort Worth, TX 76116	Maalt, LP	Railroad Agreement	3/23/2018	\$0.00
58	Fort Worth & Western Railroad Co.	6300 Ridgelea Place Fort Worth, TX 76116	Maalt, LP	Railroad Agreement	1/19/2015	\$0.00
59	Fort Worth & Western Railroad Co.	6300 Ridgelea Place Fort Worth, TX 76116	Lonestar Prospects, Ltd.	Railroad Agreement	5/22/2015	\$0.00
60	Fort Worth & Western Railroad Co.	6300 Ridgelea Place Fort Worth, TX 76116	Lonestar Prospects, Ltd.	Lease / Track Use Agreement	10/1/2015	\$0.00
61	GBH Properties LLC	4413 Carey St Fort Worth, TX 76119-4219	Maalt Specialized Bulk, LLC	Lease Agreement	5/1/2016	\$0.00
62	GBH Properties LLC	4413 Carey St Fort Worth, TX 76119-4219	Maalt Specialized Bulk, LLC	Lease Agreement	5/1/2016	\$0.00
63	GBH Properties LLC	4413 Carey St Fort Worth, TX 76119-4219	Lonestar Prospects, Ltd.	Lease Agreement	12/1/2017	\$0.00
64	GBH Properties LLC	4413 Carey St Fort Worth, TX 76119-4219	Maalt Specialized Bulk, LLC	Lease Agreement	5/1/2016	\$0.00
65	GBH Properties LLC	4413 Carey St Fort Worth, TX 76119-4219	Maalt, LP	Lease Agreement	5/1/2016	\$0.00
66	GBH Properties LLC	4413 Carey St Fort Worth, TX 76119-4219	Maalt, LP	Lease Agreement	5/1/2016	\$0.00
67	GHMR II, LLC	4413 Carey St Fort Worth, TX 76119-4219	Lonestar Prospects, Ltd.	Lease Agreement	6/1/2019	\$0.00
68	GHMR II, LLC	4413 Carey St Fort Worth, TX 76119-4219	Maalt, LP	Lease Agreement	4/1/2019	\$0.00
69	GHMR Operations, LLC	4413 Carey St Fort Worth, TX 76119-4219	Maalt, LP	Lease Agreement	5/1/2016	\$0.00
70	GHMR Operations, LLC	4413 Carey St Fort Worth, TX 76119-4219	Maalt Specialized Bulk, LLC	Lease Agreement	12/1/2018	\$0.00
71	GHMR Operations, LLC	4413 Carey St Fort Worth, TX 76119-4219	Lonestar Prospects, Ltd.	Lease Agreement	12/1/2014	\$0.00
72	GHMR Operations, LLC	4413 Carey St Fort Worth, TX 76119-4219	Lonestar Prospects, Ltd.	Lease Agreement	3/1/2017	\$1,527,689
73	GHMR Operations, LLC	4413 Carey St Fort Worth, TX 76119-4219	Maalt, LP	Lease Agreement	5/1/2016	\$0.00
74	GHMR Operations, LLC	4413 Carey St Fort Worth, TX 76119-4219	Maalt, LP	Lease Agreement	7/1/2017	\$0.00
75	GHMR Operations, LLC	4413 Carey St Fort Worth, TX 76119-4219	Maalt Specialized Bulk, LLC	Lease Agreement	10/27/2015	\$0.00
76	GHMR Operations, LLC	4413 Carey St Fort Worth, TX 76119-4219	Maalt Specialized Bulk, LLC	Lease Agreement	5/1/2016	\$0.00
77	GHMR Operations, LLC	4413 Carey St Fort Worth, TX 76119-4219	Maalt Specialized Bulk, LLC	Lease Agreement	10/1/2018	\$0.00

#	Counterparty Name	Counterparty Address	Debtor Counterparty	Contract Description	Contract Date	Proposed Cure
78	GHMR Operations, LLC	4413 Carey St Fort Worth, TX 76119-4219	Maalt Specialized Bulk, LLC	Lease Agreement	3/1/2018	\$0.00
79	GHMR Operations, LLC	4413 Carey St Fort Worth, TX 76119-4219	Maalt Specialized Bulk, LLC	Lease Agreement	5/1/2018	\$0.00
80	GHMR Operations, LLC	4413 Carey St Fort Worth, TX 76119-4219	Maalt Specialized Bulk, LLC	Lease Agreement	5/1/2016	\$0.00
81	GHMR Operations, LLC	4413 Carey St Fort Worth, TX 76119-4219	Lonestar Prospects, Ltd.	Lease Agreement	12/1/2017	\$0.00
82	GHMR Operations, LLC	4413 Carey St Fort Worth, TX 76119-4219	Lonestar Prospects, Ltd.	Lease Agreement	1/1/2018	\$0.00
83	GHMR Operations, LLC	4413 Carey St Fort Worth, TX 76119-4219	Lonestar Prospects, Ltd.	Lease Agreement	12/31/2015	\$0.00
84	GHMR Operations, LLC	4413 Carey St Fort Worth, TX 76119-4219	Lonestar Prospects, Ltd.	Lease Agreement	6/1/2019	\$0.00
85	GHMR Operations, LLC	4413 Carey St Fort Worth, TX 76119-4219	Maalt, LP	Assignment Agreement	12/15/2015	\$0.00
86	GHMR Operations, LLC	4413 Carey St Fort Worth, TX 76119-4219	Maalt, LP	Lease Agreement	11/1/2015	\$0.00
87	GHMR Operations, LLC	4413 Carey St Fort Worth, TX 76119-4219	Maalt, LP	Lease Agreement	5/1/2016	\$0.00
88	GHMR Operations, LLC	4413 Carey St Fort Worth, TX 76119-4219	Maalt, LP	Lease Agreement	4/1/2019	\$0.00
89	GHMR Operations, LLC	4413 Carey St Fort Worth, TX 76119-4219	Maalt, LP	Lease Agreement	6/1/2015	\$0.00
90	GHMR Operations, LLC	4413 Carey St Fort Worth, TX 76119-4219	Maalt, LP	Lease Agreement	11/1/2015	\$0.00
91	GHMR Operations, LLC	4413 Carey St Fort Worth, TX 76119-4219	Maalt, LP	Lease Agreement	5/1/2016	\$0.00
92	Halliburton Energy Services, Inc.	210 Park Avenue Oklahoma City, OK 73102	Lonestar Prospects, Ltd.	Master Purchase Agreement	11/3/2011	\$0.00
93	Halliburton Energy Services, Inc.	210 Park Avenue Oklahoma City, OK 73102	Lonestar Prospects, Ltd.	Master Purchase Agreement	5/1/2018	\$0.00
94	Halliburton Energy Services, Inc.	210 Park Avenue Oklahoma City, OK 73102	Lonestar Prospects, Ltd.	Master Purchase Agreement	6/1/2018	\$0.00
95	Halliburton Energy Services, Inc.	210 Park Avenue Oklahoma City, OK 73102	Lonestar Prospects, Ltd.	Master Transportation Agreement	2/27/2019	\$0.00
96	Halliburton Energy Services, Inc.	210 Park Avenue Oklahoma City, OK 73102	Lonestar Prospects, Ltd.	Master Transportation Agreement	3/5/2019	\$0.00
97	Halliburton Energy Services, Inc.	210 Park Avenue Oklahoma City, OK 73102	Lonestar Prospects, Ltd.	Master Transportation Agreement	5/28/2019	\$0.00
98	Hogg Ranch, LLC	101 S Betty Ave Monahans, TX 79756	Lonestar Prospects, Ltd.	Lease Agreement	4/28/2017	\$691,180
99	Hogg Ranch, LLC	101 S Betty Ave Monahans, TX 79756	Lonestar Prospects, Ltd.	Lease Agreement	4/28/2017	\$0.00
100	Hogg Ranch, LLC	101 S Betty Ave Monahans, TX 79756	Lonestar Prospects, Ltd.	Lease Agreement	1/31/2018	\$0.00

#	Counterparty Name	Counterparty Address	Debtor Counterparty	Contract Description	Contract Date	Proposed Cure
101	Holt Texas, Ltd.	549 Jim Wright Freeway North Fort Worth, TX 76108	Lonestar Prospects, Ltd.	Caterpillar 980M Wheel Loader; VIN - HPD00832; Contract # - 001-0977626-000; Agreement # - 3832876	10/31/2016	\$0.00
102	ISN Software Corporation	3232 Mckinney Avenue Suite 1500 Dallas, TX 75204	Vista Proppants and Logistics, LLC	Service Agreement	8/17/2018	\$0.00
103	James Hardie Building Products Inc.	231 S. Lasalle St. Suite 2000 Att: John Ashworth, Director Of Purchasing Chicago, IL 60606	Vista Proppants and Logistics, LLC	Supply Agreement	7/1/2012	\$0.00
104	James Hardie Building Products Inc.	231 S. Lasalle St. Suite 2000 Att: John Ashworth, Director Of Purchasing Chicago, IL 60606	Vista Proppants and Logistics, LLC	Supply Agreement	2/26/2013	\$0.00
105	James Hardie Building Products Inc.	231 S. Lasalle St. Suite 2000 Att: John Ashworth, Director Of Purchasing Chicago, IL 60606	Vista Proppants and Logistics, LLC	Supply Agreement	4/1/2016	\$0.00
106	James Hardie Building Products Inc.	231 S. Lasalle St. Suite 2000 Att: John Ashworth, Director Of Purchasing Chicago, IL 60606	Vista Proppants and Logistics, LLC	Supply Agreement	7/1/2019	\$0.00
107	John Goodlett	129 Trinity Bluffs Road Aledo, TX 76008	Lonestar Prospects, Ltd.	Royalty Agreement	3/16/2015	\$32,098
108	Jupiter Marketing & Trading, LLC	15851 Dallas Parkway Addison, TX 75001	Maalt, LP	Transloading / Storage Services Agreement	8/1/2018	\$0.00
109	Keane Frac, LP	11200 Westheimer Rd #777 Houston, TX 77042	Lonestar Prospects, Ltd.	Sand Purchase Agreement	8/1/2016	\$0.00
110	Keane Frac, LP	11200 Westheimer Rd #777 Houston, TX 77042	Lonestar Prospects, Ltd.	Sand Purchase Agreement	5/1/2018	\$0.00
111	Keane Frac, LP	11200 Westheimer Rd #777 Houston, TX 77042	Lonestar Prospects, Ltd.	Sand Purchase Agreement	9/17/2018	\$0.00
112	Keane Frac, LP	11200 Westheimer Rd #777 Houston, TX 77042	Lonestar Prospects, Ltd.	Sand Purchase Agreement	1/31/2019	\$0.00
113	Kestra Advisory Services, LLC	3221 Collinsworth Street Fort Worth, TX 76107	Maalt, LP; Vista Proppants and Logistics, LLC	Insurance Agreement	10/1/2018	\$0.00
114	Kristin Smith	6463 Woodstock Road Fort Worth, TX 76116	Vista Proppants and Logistics, LLC	Employment Agreement	1/1/2018	\$0.00
115	Lewis Resource Management, LLC	10101 Reunion Pl Ste 1000 San Antonio, TX 78216- 4157	Lonestar Prospects, Ltd.	Master Purchase Agreement	1/25/2018	\$0.00

#	Counterparty Name	Counterparty Address	Debtor Counterparty	Contract Description	Contract Date	Proposed Cure
116	Lewis Resource Management, LLC	10101 Reunion Pl Ste 1000 San Antonio, TX 78216-4157	Lonestar Prospects, Ltd.	Master Purchase Agreement	3/1/2019	\$0.00
117	Lewis Resource Management, LLC	10101 Reunion Pl Ste 1000 San Antonio, TX 78216-4157	Lonestar Prospects, Ltd.	Master Service Agreement	9/19/2019	\$0.00
118	Lonestar Prop 50, LLC	1500 N.W. Loop 567 Granbury, TX 76048	Lonestar Prospects, Ltd.	Lease / Mining Agreement	8/27/2015	\$32,145
119	Lonestar Prop 50, LLC	1500 N.W. Loop 567 Granbury, TX 76048	Lonestar Prospects, Ltd.	Lease / Mining Agreement	10/18/2016	\$0.00
120	Lonestar Prop 50, LLC	1500 N.W. Loop 567 Granbury, TX 76048	Lonestar Prospects, Ltd.	Lease / Mining Agreement	3/1/2019	\$0.00
121	Lonestar Prop 50, LLC	1500 N.W. Loop 567 Granbury, TX 76048	Lonestar Prospects, Ltd.	Lease / Mining Agreement	3/1/2019	\$0.00
122	Marabou Energy Management, LLC	450 Gears Road Suite 850 Houston, TX 77067	Lonestar Prospects, Ltd.	Natural Gas Purchase & Sale Agreement	5/1/2017	\$84,806
123	Marabou Energy Management, LLC	450 Gears Road Suite 850 Houston, TX 77067	Lonestar Prospects, Ltd.	Agency Agreement	6/1/2017	\$0.00
124	Marabou Superior Pipeline, LLC	450 Gears Road Ste 850 Houston, TX 77067	Lonestar Prospects, Ltd.	Construction Agreement	8/1/2018	\$0.00
125	Marabou Superior Pipeline, LLC	450 Gears Road Ste 850 Houston, TX 77067	Lonestar Prospects, Ltd.	Nondisclosure & Confidentiality Agreement	5/11/2017	\$0.00
126	Marabou Superior Pipeline, LLC	450 Gears Road Ste 850 Houston, TX 77067	Lonestar Prospects, Ltd.	Construction Agreement	6/9/2014	\$0.00
127	Marabou Superior Pipeline, LLC	450 Gears Road Ste 850 Houston, TX 77067	Lonestar Prospects, Ltd.	Construction Agreement	3/31/2017	\$0.00
128	Marathon Oil EF LLC	PO Box 22165 Tulsa, OK 74121-2165	Lonestar Prospects, Ltd.	Master Service Agreement	12/29/2019	\$0.00
129	Marathon Oil EF LLC	PO Box 22165 Tulsa, OK 74121-2165	Lonestar Prospects, Ltd.	Master Service Agreement	1/1/2020	\$0.00
130	Marathon Oil EF LLC	PO Box 22165 Tulsa, OK 74121-2165	Lonestar Prospects, Ltd.	Master Service Agreement	4/1/2020	\$0.00
131	Mike H. Fleet Jr.	6406 Inverness Rd Granbury, TX 76049	Vista Proppants and Logistics, LLC	Employment Agreement	1/1/2018	\$0.00
132	Priority Power Management, LLC	5012 Portico Way Midland, TX 79707	Lonestar Prospects, Ltd.	Service Agreement	8/1/2017	\$0.00
133	ProFrac Services, LLC	333 Shops Boulevard Willow Park, TX 76087	Lonestar Prospects, Ltd.	Master Purchase Agreement	11/27/2017	\$0.00
134	ProFrac Services, LLC	333 Shops Boulevard Willow Park, TX 76087	Lonestar Prospects, Ltd.	Master Purchase Agreement	6/10/2018	\$0.00



#	Counterparty Name	Counterparty Address	Debtor Counterparty	Contract Description	Contract Date	Proposed Cure
135	ProFrac Services, LLC	333 Shops Boulevard Willow Park, TX 76087	Lonestar Prospects, Ltd.	Master Purchase Agreement	6/10/2018	\$0.00
136	Pursuit Oil & Gas, LLC	840 Gessner Rd Houston, TX 77024	Lonestar Prospects, Ltd.	Master Service Agreement	8/14/2019	\$0.00
137	Rotex Global, LLC	1230 Knowlton Street Cincinnati, OH 45223	Lonestar Prospects, Ltd.	Settlement/Mutual Release Agreement	10/16/2019	\$0.00
138	Sabino Energy Services, LLC	1015 W Highway 44 Encinal, TX 78019	Lonestar Prospects, Ltd.	Assumption Agreement	2/25/2019	\$0.00
139	Sand Hill Land and Cattle, LLC	610 Fall Creek Hwy Granbury, TX 76049	Lonestar Prospects, Ltd.	Lease Agreement	4/14/2011	\$0.00
140	Sand Hill Land and Cattle, LLC	610 Fall Creek Hwy Granbury, TX 76049	Lonestar Prospects, Ltd.	Lease Agreement	4/1/2012	\$0.00
141	Sand Hill Land and Cattle, LLC	610 Fall Creek Hwy Granbury, TX 76049	Lonestar Prospects, Ltd.	Lease Agreement	1/1/2014	\$0.00
142	Sand Hill Land and Cattle, LLC	610 Fall Creek Hwy Granbury, TX 76049	Lonestar Prospects, Ltd.	Lease Agreement	9/18/2014	\$0.00
143	Sand Hill Land and Cattle, LLC	610 Fall Creek Hwy Granbury, TX 76049	Lonestar Prospects, Ltd.	Lease Agreement	11/4/2015	\$0.00
144	Sand Hill Land and Cattle, LLC	610 Fall Creek Hwy Granbury, TX 76049	Lonestar Prospects, Ltd.	Lease Agreement	2/1/2019	\$0.00
145	Sand Hill Land and Cattle, LLC	610 Fall Creek Hwy Granbury, TX 76049	Lonestar Prospects, Ltd.	Lease Agreement	3/1/2020	\$1,566,657
146	Sequitir Permian, LLC	206 East 9th Street Austin, TX 78701	Maalt, LP	Terminal Services Agreement	8/6/2018	\$0.00
147	Sequitir Permian, LLC	206 East 9th Street Austin, TX 78701	Vista Proppants and Logistics, LLC	Letter of Intent	9/1/2018	\$0.00
148	Sequitir Permian, LLC	206 East 9th Street Austin, TX 78701	Vista Proppants and Logistics, LLC	Premises Access Agreement	7/27/2018	\$0.00
149	Solaris Oilfield Site Service Operating, LLC	PO Box 208274 Dallas, TX 75320-8274	Lonestar Prospects, Ltd.	Storage Services Agreement	10/9/2019	\$0.00
150	Solaris Oilfield Technologies, LLC	9811 Katy Frwy Suite 900 Houston, TX 77024	Lonestar Prospects, Ltd.	Software Services Agreement	2/6/2018	\$0.00
151	Source Power & Gas LLC	2150 Town Square Place Suite 380 Sugar Land, TX 77479	Maalt, LP	Service Agreement	4/12/2018	\$0.00
152	Source Power & Gas LLC	2150 Town Square Place Suite 380 Sugar Land, TX 77479	Maalt, LP	Commodity Supply Agreement	4/1/2016	\$0.00
153	TEP Barnett USA, LLC	301 Commerce St Fort Worth, TX 76102	Lonestar Prospects, Ltd.	Master Service Agreement	8/28/2019	\$0.00
154	Texas Pacifico Transportation, Ltd.	106 South Chadbourne St. San Angelo, TX 76903	Lonestar Prospects, Ltd.	Lease Agreement	8/17/2015	\$0.00
155	Texas Pacifico Transportation, Ltd.	106 South Chadbourne St. San Angelo, TX 76903	Lonestar Prospects, Ltd.	Transportation Services Agreement	2/1/2017	\$0.00
156	Texas, Gonzales & Northern Railway Co.	5430 Lbj Fwy Ste 1020 Dallas, TX 75240	Maalt, LP	Lease Agreement	8/15/2017	\$0.00

#	Counterparty Name	Counterparty Address	Debtor Counterparty	Contract Description	Contract Date	Proposed Cure
157	Twin Eagle Sand Logistics, LLC	8847 W Sam Houston Pkwy N Houston, TX 77040	Lonestar Prospects, Ltd.	Transloading / Storage Services Agreement	8/31/2018	\$0.00
158	TXU Energy	1717 Main Street 2000 Dallas, TX 75201	Lonestar Prospects, Ltd.	Natural Gas Purchase & Sale Agreement	8/31/2018	\$0.00
159	Union Pacific Railroad Company	8130 South Central Expressway Dallas, TX 75241	Lonestar Prospects, Ltd.	Amended Quote	1/1/2020	\$0.00
160	United Electric Cooperative Services	1200 Glen Rose Highway Stephenville, TX 76401	Lonestar Prospects, Ltd.	Service Agreement	8/10/2017	\$0.00
161	United Electric Cooperative Services	1200 Glen Rose Highway Stephenville, TX 76401	Lonestar Prospects, Ltd.	Service Agreement	6/13/2011	\$0.00
162	Venado Oil & Gas LLC	13301 Galleria Circle Austin, TX 78738	Lonestar Prospects, Ltd.	Master Service Agreement	8/24/2019	\$0.00
163	Watco Companies, LLC	315 W 3Rd St. Pittsburg, KS 66762	Lonestar Prospects, Ltd.	Rate Agreement	N/A	\$0.00
164	Worsham-Steed Gas Storage, LLC	1201 Louisiana Street Suite 700 Houston, TX 77001	Lonestar Prospects, Ltd.	Interconnect Agreement	5/23/2017	\$0.00
165	Worsham-Steed Gas Storage, LLC	1201 Louisiana Street Suite 700 Houston, TX 77001	Lonestar Prospects, Ltd.	Service Agreement	5/23/2017	\$0.00
166	Worsham-Steed Gas Storage, LLC	1201 Louisiana Street Suite 700 Houston, TX 77001	Lonestar Prospects, Ltd.	Interconnect Agreement	5/31/2017	\$0.00

**Exhibit 7**

**Reserved**

**Exhibit 8**

**VISTA PROPPANTS AND LOGISTICS, LLC**

4413 Carey Street  
Fort Worth, Texas 76119

Re: Vista Proppants and Logistics, LLC  
VPROP Operating, LLC  
Lonestar Prospects Management, L.L.C.  
MAALT Specialized Bulk, LLC  
Denetz Logistics, LLC  
Lonestar Prospects, Ltd.  
MAALT, LP

**TO CREDITORS AND OTHER PARTIES IN INTEREST:**

On August 18, 2020, Vista Proppants and Logistics, LLC and its debtor-affiliates (collectively, “Vista” or the “Debtors”) filed the *Second Amended Joint Plan of Reorganization of Vista Proppants and Logistics, LLC, et al., Pursuant to Chapter 11 of the Bankruptcy Code* (the “Plan”) and 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* (“Disclosure Statement”).<sup>1</sup> The Plan implements the restructuring of Vista’s financial affairs, and the Disclosure Statement provides background information concerning this restructuring effort. The Plan and the Disclosure Statement represent the culmination of Vista’s restructuring efforts. You are receiving this package of information in your capacity as a creditor of one or more of the Debtors, which entitles you to vote on the Plan.

Vista has received significant support for its restructuring efforts from its secured lenders, including the Term Loan Secured Parties (who hold secured debt claims against the Debtors in a face amount of approximately \$370 million) and the DIP Secured Parties (who have committed to lend up to an additional \$11.0 million to fund the Debtors’ Chapter 11 restructuring). The Plan provides for, among other things, (i) conversion of a significant amount of indebtedness related to Term Loan Secured Claims into, among other things, 100% of the reorganized Debtors’ equity, (ii) approximately \$102 million in exit financing to be provided by the Term Loan Lenders to fund emergence from Chapter 11, and (iii) the creation of a Litigation Trust for the benefit of holders of Class 6 General Unsecured Claims.

If the General Unsecured Creditors in Class 6 vote to accept the Plan, then the Litigation Trust will receive \$500,000 in cash (which will be funded from the exit financing provided by the Term Loan Secured Parties), the Term Loan Deficiency Claim will be reduced from an asserted amount in excess of \$200 million to an amount equal to all other General Unsecured Claims, and causes of action against the Term Loan Secured Parties will be released. If Class 6 does not vote to accept the Plan and the Plan is nonetheless confirmed by the Bankruptcy Court, then the Litigation Trust will not receive any cash, the Term Loan Secured Parties will assert the full amount of their Term Loan Deficiency Claim, and the causes of action against the Term Loan Secured Parties will not be released unless the Standing Motion filed by the Committee is denied.

The Debtors submit that the consideration provided in exchange for the releases set forth in Article VIII.C of the Plan includes, among other things, the DIP Facility and the Exit Facility, both of which are critical to the Debtors’ successful reorganization and emergence from Chapter 11. Furthermore, if Class 6 votes to accept the Plan, then consideration provided in exchange for the releases set forth in Article VIII.C of the Plan also includes the \$500,000 of funding for the GUC Cash Pool and the Term Loan Secured Parties’ agreement to reduce the amount of the Term Loan Deficiency Claim to the amount of all other Allowed General Unsecured Claims.

The Official Committee of Unsecured Creditors (the “Committee”) does not support the Plan and has filed the *Motion of the Official Committee of Unsecured Creditors of Vista Proppants and Logistics, LLC, et al., for Entry of an Order Converting the Debtors’ Chapter 11 Cases to Cases under Chapter 7 of the Bankruptcy Code Pursuant to 11 U.S.C. § 1112(B)* (the “Motion to Convert”). The Committee has set the Motion to Convert for hearing on the same date as the hearing at which the Bankruptcy Court will consider confirmation of the Plan. If the Plan is not confirmed and the Committee’s Motion to Convert is granted, (i) Vista will likely cease operations, (ii) all or substantially all of Vista’s employees will be terminated, (iii) all or substantially all of Vista’s remaining contracts and leases will be rejected, and (iv) the total pool of General Unsecured Creditors will be substantially increased.

Vista believes that the restructuring implemented in the Plan is in the best interest of creditors. Your vote on the Plan is important and I urge you to review the enclosed materials and vote to accept the Plan.

Yours Truly,



Gary Barton,  
Chief Restructuring Officer

<sup>1</sup> The Plan and Disclosure Statement (and other related documents) are publicly available at <http://www.kccllc.net/Vista>. In addition, copies of the Plan and the Disclosure Statement may be obtained from the 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>.



**Exhibit 9**

Patrick J. Carew  
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**IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE NORTHERN DISTRICT OF TEXAS  
FORT WORTH DIVISION**

In re:

VISTA PROPPANTS AND LOGISTICS,  
LLC, et al.,

Debtors.<sup>1</sup>

§  
§ Chapter 11  
§  
§ Case No. 20-42002-ELM-11  
§  
§  
§ (Jointly Administered)  
§

**STATEMENT OF THE OFFICIAL COMMITTEE OF UNSECURED CREDITORS IN  
SUPPORT OF CONFIRMATION OF THE THIRD AMENDED JOINT PLAN OF  
REORGANIZATION OF VISTA PROPPANTS AND LOGISTICS, LLC, ET AL.,  
PURSUANT TO CHAPTER 11 OF THE BANKRUPTCY CODE**

<sup>1</sup> 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); VPROP Operating, LLC (0269); Lonestar Prospects Management, L.L.C. (8451); MAALT Specialized Bulk, LLC (2001); Denetz Logistics, LLC (8177); Lonestar Prospects, Ltd. (4483) and MAALT, LP (5198). The location of the Debtors' service address is 4413 Carey Street, Fort Worth, TX 76119-4219.



The Official Committee of Unsecured Creditors (the “Committee”) of the debtors and debtors-in-possession in the above-captioned cases (referenced alternatively herein as the “Debtors” or the “Company”), by and through its undersigned counsel, respectfully submits this statement (the “Statement”) in support of confirmation of the *Third Amended Joint Plan of Reorganization of Vista Proppants and Logistics, LLC, et al., Pursuant to Chapter 11 of the Bankruptcy Code* (the “Amended Plan”) [Dkt. No. 518] dated September 14, 2020 (the “Amended Plan”).<sup>2</sup> In support of its Statement, the Committee represents as follows:

### **STATEMENT IN SUPPORT**

1. As a result of extensive, good-faith and arm’s length negotiations by and among the Committee, the Debtors, and the Term Loan Secured Parties (the “Settling Parties”), the Settling Parties have agreed to the terms of a consensual Amended Plan. The Committee believes that all of the modifications set forth in the Amended Plan comply with the Bankruptcy Code and are in the best interest of general unsecured creditors. Furthermore, the enhancements set forth in the Amended Plan are substantial and, among other things, settle potential protracted, uncertain and expensive litigation by and among the parties so as to enable the Debtors to emerge from these Chapter 11 Cases as swiftly as possible.

2. For example, the Amended Plan provides for, among other things<sup>3</sup>:

a. **Plan Support.** The Settling Parties each agree to use commercially reasonable efforts to support confirmation of the Amended Plan.

b. **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,

---

<sup>2</sup> Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to them in the Amended Plan.

<sup>3</sup> Additional details regarding the Amended Plan and the Committee’s position are set forth in the Committee’s solicitation letter dated September 14, 2020 attached hereto as **Exhibit A**.



its Claims shall receive its Pro Rata share of (a) the portion of the GUC Cash Settlement described below 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) above shall be shared Pro Rata by Class 6 creditors other than the Term Loan Lenders (the “Non-Term Loan Lender Class 6 Creditors”).

c. **GUC Cash Settlement.** An amount totaling \$2,000,000 will be funded by the Term Loan Lenders consisting of (a) \$1,750,000 in cash *plus* (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 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 Non-Term Loan Lender Class 6 Creditors holding allowed Class 6 claims.

d. **Litigation Trust.** A Litigation Trust will be established for the purposes of liquidating and distributing the Litigation Trust Assets, including recoveries from the Litigation Trust Causes of Action, to holders of allowed Class 6 General Unsecured Claims. Litigation Trust Causes of Action include (i) the Standing Motion claims against PlainsCapital Bank, in the event that standing is granted, and (ii) all potential Causes of Action against former insiders R.J. Sikes, RJS Holdings, KCM Enterprises, Gary Humphreys, Marty Robertson, GMHR Operations, or any other person or entity that is not a Released Party under the Plan, including entities related to Gary Humphreys, Marty Robertson, or R.J. Sikes other than the Debtors or the Reorganized Debtors. 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 Trust shall be split 60/40, respectively, between (i) the Non-Term Loan Lender

Class 6 Creditors; and (ii) the Term Loan Lenders in recognition of their substantial alleged deficiency claims. To the extent (i) standing is obtained by the Committee in connection with the claims asserted against PlainsCapital Bank in the Standing Motion, and (ii) any recovery is obtained by the Litigation Trustee on such claims (the “PlainsCapital Recovery”), the Term Loan Lenders will not share in any such recovery.

e. **Release of Term Loan Secured Parties.** All claims and causes of action held by the Debtors and their estates against the Term Loan Secured Parties, including those described in the Committee’s Standing Motion, will be released under the Amended Plan.

3. In determining the best exit strategy for the Debtors and assessing the settlement that is embodied in the Amended Plan, the Committee carefully examined all potential alternatives and concluded that the restructuring transactions set forth in the Amended Plan were the most favorable for unsecured creditors. As a result, the Committee respectfully requests that the Court enter an order confirming the Amended Plan.

Dated: September 14, 2020  
Dallas, Texas

/s/ Patrick J. Carew  
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– and –

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*Counsel to the Official Committee of Unsecured  
Creditors of Vista Proppants and Logistics, LLC, et  
al.*

### **CERTIFICATE OF SERVICE**

I hereby certify that on this 14<sup>th</sup> day of September 2020, a true and correct copy of the foregoing document was served by electronic transmission upon all parties eligible to receive services through this Court's CM/ECF system.

/s/ Patrick J. Carew

Patrick J. Carew

**EXHIBIT A**

The Official Committee of Unsecured  
Creditors of Vista Proppants and Logistics, LLC, *et al.*  
c/o Kilpatrick Townsend & Stockton LLP  
The Grace Building, 1114 Avenue of the Americas  
New York, NY, 10036-7703

September 14, 2020

**To All Unsecured Creditors of Vista Proppants and Logistics, LLC, *et al.*:<sup>1</sup>**

The Official Committee of Unsecured Creditors (the “Committee”) of Vista Proppants and Logistics, LLC, *et al.* (the “Debtors”) submits this letter to all unsecured creditors concerning their consideration of whether to vote in favor of 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. 518] (the “Third Amended Plan”).<sup>2</sup> **FOR THE REASONS SET FORTH HEREIN, THE COMMITTEE RECOMMENDS YOU VOTE TO ACCEPT THE PLAN. THE VOTING DEADLINE HAS BEEN EXTENDED TO SEPTEMBER 24, 2020.** The Third Amended Plan, which modifies the previously filed plan of reorganization, incorporates and implements a settlement between the Committee, the Debtors and the Term Loan Secured Parties (the “Settlement”) that, among other things: (i) compromises and settles anticipated litigation and numerous other issues and disputes; and (ii) represents the best alternative for unsecured creditors in completing these Chapter 11 Cases. **THIS LETTER SUPERSEDES THE COMMITTEE’S LETTER DATED AUGUST 19, 2020.**

**IF APPROVED, THE THIRD AMENDED PLAN GRANTS RELEASES OF CLAIMS THAT THE DEBTORS MAY HAVE AGAINST CERTAIN THIRD-PARTIES. THE THIRD AMENDED PLAN MAY ALSO GRANT RELEASES OF CLAIMS YOU MAY HAVE AGAINST THIRD-PARTIES UNLESS YOU AFFIRMATIVELY OPT-OUT OF SUCH RELEASES.**

The brief summary that follows is designed to highlight certain plan provisions and is qualified in its entirety by the Third Amended Plan.

On June 9, 2020, the Debtors filed voluntary petitions for relief under chapter 11 of Title 11, United States Code (the “Bankruptcy Code”). The bankruptcy cases for these Debtors (the “Chapter 11 Cases”) and debtors-in-possession are jointly administered under the bankruptcy case and style referenced above.

On June 23, 2020, the Office of the United States Trustee for the Northern District of Texas appointed a statutory committee of unsecured creditors pursuant to section 1102(a)(1) of the

<sup>1</sup> 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); VPROP Operating, LLC (0269); Lonestar Prospects Management, L.L.C. (8451); MAALT Specialized Bulk, LLC (2001); Denetz Logistics, LLC (8177); Lonestar Prospects, Ltd. (4483); and MAALT, LP (5198). The location of the Debtors’ service address is 4413 Carey Street, Fort Worth, TX 76119-4219.

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

Bankruptcy Code.

The Committee has retained the following professionals: (i) Kilpatrick Townsend & Stockton LLP as its counsel; and (ii) Province, Inc. as its financial advisor. The members of the Committee have devoted a considerable amount of their own time working on these bankruptcy cases to protect the rights of all unsecured creditors.

On July 3, 2020, the Debtors filed the *Joint Plan of Reorganization of Vista Proppants and Logistics, LLC, et al., Pursuant to Chapter 11 of the Bankruptcy Code* [Docket No. 158] and the *Disclosure Statement in Support of the Joint Plan of Reorganization of Vista Proppants and Logistics, LLC, et al., Pursuant to Chapter 11 of the Bankruptcy Code* [Docket No. 159]. On August 13, 2020, the Debtors filed the *First Amended Joint Plan of Reorganization of Vista Proppants and Logistics, LLC, et al., Pursuant to Chapter 11 of the Bankruptcy Code* [Docket No. 381] and the *First Amended Disclosure Statement in Support of the First Amended Joint Plan of Reorganization of Vista Proppants and Logistics, LLC, et al., Pursuant to Chapter 11 of the Bankruptcy Code* [Docket No. 382]. On August 18, 2020, the Debtors filed the *Second Amended Joint Plan of Reorganization of Vista Proppants and Logistics, LLC, et al., Pursuant to Chapter 11 of the Bankruptcy Code* [Docket No. 401] (the “Disclosure Statement”) and 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* [Docket No. 402] (the “Second Amended Plan”).

During these Chapter 11 Cases, the Committee conducted an investigation into potential claims and causes of action against the Term Loan Secured Parties and PlainsCapital Bank, among others. Additionally, the Committee engaged in extensive negotiations with the Debtors and the Term Loan Secured Parties regarding the treatment of unsecured creditors and other issues arising under the Second Amended Plan. These negotiations resulted in the Settlement by and among the Committee, the Debtors, and the Term Loan Secured Parties.

As set forth in greater detail in the Third Amended Plan, the Settlement provides for, among other things:

a. **Plan Support.** The Settling Parties each agree to use commercially reasonable efforts to support confirmation of the Third Amended Plan.

b. **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 below 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) above shall be shared Pro Rata by Class 6 creditors other than the Term Loan Lenders (the “Non-Term Loan Lender Class 6 Creditors”).

c. **GUC Cash Settlement.** An amount totaling \$2,000,000 will be funded by the Term Loan Lenders consisting of (a) \$1,750,000 in cash *plus* (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 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 Non-Term Loan Lender Class 6 Creditors holding allowed Class 6 claims.

d. **Litigation Trust.** A Litigation Trust will be established for the purposes of liquidating and distributing the Litigation Trust Assets, including recoveries from the Litigation Trust Causes of Action, to the holders of Class 6 General Unsecured Claims. Litigation Trust Causes of Action include (i) the Standing Motion claims against PlainsCapital Bank, to the extent that standing is granted, and (ii) all potential Causes of Action against former insiders R.J. Sikes, RJS Holdings, KCM Enterprises, Gary Humphreys, Marty Robertson, GMHR Operations, or any other person or entity that is not a Released Party under the Plan, including entities related to Gary Humphreys, Marty Robertson, or R.J. Sikes other than the Debtors or the Reorganized Debtors. 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 in recognition of their substantial alleged deficiency claims. To the extent (i) standing is obtained by the Committee in connection with the claims asserted against PlainsCapital Bank in the Standing Motion, and (ii) any recovery is obtained by the Litigation Trustee on such claims (the “PlainsCapital Recovery”), the Term Loan Lenders will not share in any such recovery.

e. **Release of Term Loan Secured Parties.** All claims and causes of action held by the Debtors and their estates against the Term Loan Secured Parties, including those described in the Committee’s Standing Motion, will be released under the Third Amended Plan.

In summary, the Third Amended Plan effectuates the reorganization of the Debtors on a consensual basis, and on terms that, based upon the information provided to the Committee, the Committee believes are more favorable to unsecured creditors than the terms of the Second Amended Plan and represent the best achievable outcome for unsecured creditors under the present circumstances.

For purposes of voting on the Third Amended Plan, the Debtors provided you with a ballot which should be completed by you for either accepting or rejecting the Third Amended Plan. The ballot should be mailed in accordance with the procedures set forth on the ballot.

**Changing Votes/Changing Release Opt-Out Election.** Pursuant to paragraph 23 of the order approving the Disclosure Statement [Docket No. 405] (the “Disclosure Statement Order”) and subject to the provisions therein, if two (2) or more ballots are cast voting the same claim prior to the September 24, 2020 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 Third Amended Plan that submitted a ballot prior to receiving this letter may change their vote**

on the Third Amended 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 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-out of the third-party release set forth in article VIII.D of the Third Amended 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>.

This letter provides only a brief description of the provisions of the Third Amended Plan that impact unsecured creditors. As such, all unsecured creditors are urged to carefully review the Third Amended Plan and consult with their legal and financial advisors accordingly. This communication does not constitute, and shall not be construed as, a recommendation or solicitation by any individual member of the Committee.

If you have any questions regarding voting procedures or otherwise, please contact counsel to the Committee, Todd C. Meyers at (404) 815-6482 or David M. Posner at (212) 775-8764.

Very truly yours,

The Official Committee of Unsecured  
Creditors of Vista Proppants and Logistics,  
LLC, *et al.*

**YOU ARE URGED TO CAREFULLY READ THE DISCLOSURE STATEMENT AND PLAN. THE DESCRIPTION OF THE PLAN IN THIS LETTER IS INTENDED TO BE ONLY A SUMMARY AND IS QUALIFIED IN ITS ENTIRETY BY THE PLAN AND THE DISCLOSURE STATEMENT.**

**NOTWITHSTANDING THE RECOMMENDATION SET FORTH HEREIN, EACH CREDITOR MUST MAKE ITS OWN INDEPENDENT DETERMINATION AS TO WHETHER THE THIRD AMENDED PLAN IS ACCEPTABLE TO THAT CREDITOR AND SHOULD CONSULT ITS OWN LEGAL AND/OR FINANCIAL ADVISOR(S).**

**THIS COMMUNICATION DOES NOT CONSTITUTE, AND SHALL NOT BE CONSTRUED AS, A SOLICITATION BY ANY INDIVIDUAL MEMBER OF THE COMMITTEE.**



**Exhibit 10**

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**AMENDED & RESTATED  
LIMITED LIABILITY COMPANY AGREEMENT**

**OF**

**V SANDCO, LLC**

**Dated as of [●], 2020**

---

THE INTERESTS REPRESENTED BY THIS AMENDED & RESTATED LIMITED LIABILITY COMPANY AGREEMENT HAVE NOT BEEN REGISTERED UNDER THE UNITED STATES SECURITIES ACT OF 1933, AS AMENDED OR UNDER ANY OTHER APPLICABLE SECURITIES LAWS. SUCH INTERESTS MAY NOT BE SOLD, ASSIGNED, PLEDGED OR OTHERWISE DISPOSED OF AT ANY TIME WITHOUT EFFECTIVE REGISTRATION UNDER SUCH ACT AND LAWS OR EXEMPTION THEREFROM, AND COMPLIANCE WITH THE OTHER SUBSTANTIAL RESTRICTIONS ON TRANSFERABILITY SET FORTH HEREIN.

THE INTERESTS REPRESENTED BY THIS AMENDED & RESTATED LIMITED LIABILITY COMPANY AGREEMENT ARE SUBJECT TO THE TRANSFER RESTRICTIONS SPECIFIED IN THIS AGREEMENT.

**AMENDED & RESTATED  
LIMITED LIABILITY COMPANY AGREEMENT  
OF  
V SANDCO, LLC**

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**AMENDED & RESTATED**  
**LIMITED LIABILITY COMPANY AGREEMENT**  
**OF**  
**V SANDCO, LLC**

This AMENDED & RESTATED LIMITED LIABILITY COMPANY AGREEMENT of V SandCo, LLC is dated as of [●], 2020, by and among V SandCo, LLC, a Delaware limited liability company (the “*Company*”), and the Members listed on the signature pages hereto. Capitalized terms used herein and not otherwise defined herein shall have the meanings set forth in Section 2.1.

**RECITALS**

WHEREAS, in connection with the Restructuring Transactions (as defined below), the Company was formed as V SandCo, LLC, a limited liability company under the Act by the filing of the Certificate with the Office of the Secretary of State of Delaware on [●], 2020;

WHEREAS, the Company entered into that certain limited liability company agreement of the Company, dated as of [●], 2020 (the “*Original Limited Liability Company Agreement*”);

WHEREAS, the Members have engaged in good faith and arm’s-length negotiations regarding an in-court restructuring of Vista Proppants and Logistics, LLC, a Delaware limited liability company (“*VPL*”), and each of its direct and indirect subsidiaries, pursuant to the terms of that certain Joint Plan of Reorganization of Vista Proppants and Logistics, LLC, *et al.*, pursuant to Chapter 11 of the Bankruptcy Code, dated as of [●] (as amended and confirmed, the “*Plan*” and the transactions contemplated therein, the “*Restructuring Transactions*”);

WHEREAS, VPL and VPROP Operating, LLC, a Delaware limited liability company (“*VPROP Operating*”), entered into the Amended and Restated Senior Secured Credit Agreement dated as of November 9, 2017 (as amended, supplemented or otherwise modified from time to time prior to the date hereof, the “*Prepetition Term Loan Agreement*”), by and among VPL, as the parent, VPROP Operating, as the borrower, each of the Members as lenders (in such capacity, the “*Prepetition Term Loan Lenders*”), and Ares Capital Corporation, as administrative agent for the Prepetition Term Loan Lenders, pursuant to which, among other things, the Prepetition Term Loan Lenders extended Loans (as defined in the Prepetition Term Loan Agreement) to VPROP Operating (such Loans, the “*Prepetition Term Loans*”; and all “Indebtedness” under and as defined in the Prepetition Term Loan Agreement, the “*Prepetition Term Loan Obligations*”);

WHEREAS, in accordance with the Plan and in connection with the Restructuring Transactions, (a) each Member as of the date of this Agreement contributed to the Company, pro rata, all of its rights, title and interests as Prepetition Term Loan Lenders in and to the Prepetition

Term Loans in an aggregate principal amount equal to [**\$318,000,000**]<sup>1</sup> (the “**Contributed Prepetition Debt**”) in exchange for Class A Units (such contribution, the “**Debtholder Contribution**”), and (b) the Company accepted such Debtholder Contribution and, in exchange therefor, admitted each Member as of the date of this Agreement as a member of the Company and issued to each Member as of the date of this Agreement the number of Class A Units set forth opposite the name of such Member as of the date of this Agreement on Schedule A;

WHEREAS, in connection with the Restructuring Transactions, (a) VPL transferred 100% of the equity interests of (representing all of its ownership interest in) VPROP Operating to the Company and (b) in exchange for such transfer, the Company extinguished the Contributed Prepetition Debt;

WHEREAS, in connection with the Restructuring Transactions and as of the Plan Effective Date, the Company and VPROP Operating will enter into a term loan credit agreement (the “**Exit Facility**”) by and among the Company, VPROP Operating, as the borrower, the Members, as lenders (in such capacity and together with any other lenders from time to time party thereto, the “**Exit Facility Lenders**”), and Ares Capital Corporation, as administrative agent and collateral agent for the Exit Facility Lenders. pursuant to which, among other things, the Exit Facility Lenders will agree to make loans, financial accommodations and other extensions of credit (including, subject to the terms and conditions therein, incremental loans) available to VPROP Operating from time to time in accordance with the terms thereof (the “**Exit Facility Loans**”);

WHEREAS, in connection with and immediately following the Restructuring Transactions and pursuant to the terms of the Plan and the Confirmation Order the (“**Confirmation Order**”), the Members desire to amend and restate the Original Limited Liability Company Agreement of the Company on the terms and conditions herein set forth.

## **AGREEMENT**

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties, intending to be legally bound hereby, agree as follows:

## **ARTICLE I FORMATION OF THE COMPANY**

**Section 1.1. Formation of the Company.** The Company was formed as a limited liability company under the Act by the filing of the Certificate with the Office of the Secretary of State of Delaware on [●], 2020. Prior to the execution of this Agreement, certain authorized Persons executed, delivered and filed certain documents (including the certificate of formation, Forms W-9 and other agreements in connection with the formation of the Company) on behalf of the Company. All actions taken by such authorized Persons in connection with the formation of the Company are hereby ratified, approved and confirmed. The Company shall accomplish all filing, recording, publishing and other acts necessary or appropriate for compliance with all requirements for operation of the Company as a limited liability company under this Agreement

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<sup>1</sup> [**Note to Draft:** To be revised prior to finalizing documents with the final number.]



and the Act and under all other laws of the State of Delaware and such other jurisdictions in which the Company determines that it may conduct business.

**Section 1.2. Name.** The name of the Company is “V SandCo, LLC”, as such name may be modified from time to time by the Board of Directors as it may deem advisable.

**Section 1.3. Business of the Company.** The purposes of the Company shall be to carry on any other lawful purposes or activities that are not prohibited by the Act. Subject to the Act and this Agreement, the Board of Directors on behalf of the Company shall have and exercise all powers, necessary, convenient or incidental to accomplish such purpose.

**Section 1.4. Powers of the Company.** Subject to the provisions of this Agreement and the Act, without limiting the generality of Section 1.3, the Company and the members of the Board in their capacity as managers of the Company shall (i) have and exercise all of the powers and rights conferred upon limited liability companies formed pursuant to the Act and their managers that are consistent with such purpose and (ii) have the power and authority to take any and all actions necessary, appropriate, proper, advisable, convenient or incidental to or for the furtherance of the purposes set forth in Section 1.3, including the power:

(a) to conduct its business, carry on its operations and have and exercise the powers granted to a limited liability company by the Act in any state, territory, district or possession of the United States, or in any foreign country that may be necessary, convenient or incidental to the accomplishment of the purpose of the Company;

(b) to acquire by purchase, lease, contribution of property or otherwise, own, hold, operate, maintain, finance, refinance, improve, lease, sell, convey, mortgage, transfer, demolish or dispose of any real or personal property that may be necessary, convenient or incidental to the accomplishment of the purpose of the Company;

(c) to enter into, perform and carry out contracts of any kind, including contracts with any Member or any Affiliate thereof (subject to Section 6.6(a)), or any agent of the Company necessary to, in connection with, convenient to or incidental to the accomplishment of the purpose of the Company;

(d) to purchase, take, receive, subscribe for or otherwise acquire, own, hold, vote, use, employ, sell, mortgage, lend, pledge, or otherwise dispose of, and otherwise use and deal in and with, shares or other interests in or obligations of domestic or foreign corporations, associations, general or limited partnerships (including the power to be admitted as a partner thereof and to exercise the rights and perform the duties created thereby), trusts, limited liability companies (including the power to be admitted as a member or holder of units or appointed as a manager thereof and to exercise the rights and perform the duties created thereby) or individuals, or direct or indirect obligations of the United States or of any government, state, territory, governmental district or municipality or of any instrumentality of any of them;

(e) to lend money for any proper purpose, to invest and reinvest its funds and to take and hold real and personal property for the payment of funds so loaned or invested;

(f) to sue and be sued, complain and defend, and participate in administrative or other proceedings in its name;

(g) to appoint employees and agents of the Company and define their duties and fix their compensation;

(h) to indemnify any Person in accordance with the Act and to obtain any and all types of insurance;

(i) to cease its activities and cancel its Certificate;

(j) to negotiate, enter into, renegotiate, extend, renew, terminate, modify, amend, waive, execute, acknowledge or take any other action in respect of any lease, contract or security agreement in respect of any assets of the Company;

(k) to borrow money and issue evidences of indebtedness and guaranty indebtedness (whether of the Company or any of the Subsidiaries), and to secure the same by a mortgage, pledge or other lien on the assets of the Company;

(l) to pay, collect, compromise, litigate, arbitrate or otherwise adjust or settle any and all other claims or demands of or against the Company or to hold such proceeds against the payment of contingent liabilities; and

(m) to make, execute, acknowledge and file any and all documents or instruments necessary, convenient or incidental to the accomplishment of the purpose of the Company.

**Section 1.5. Foreign Qualification.** Prior to the Company conducting business in any jurisdiction other than Delaware, the Company shall comply, to the extent procedures are available and those matters are reasonably within the control of the Company, with all requirements necessary to qualify the Company as a foreign limited liability company in that jurisdiction. At the request of a majority of the Board of Directors or any Officer, each Member shall execute, acknowledge and deliver all certificates and other instruments conforming with this Agreement that are necessary or appropriate to qualify, continue and terminate the Company as a foreign limited liability company in all such jurisdictions in which the Company may conduct business.

**Section 1.6. Registered Office; Registered Agent; Principal Office; Other Offices.** The registered office of the Company required by the Act to be maintained in the State of Delaware shall be the office of the initial registered agent named in the Certificate or such other office (which need not be a place of business of the Company) as the Board may designate from time to time in the manner provided by law. The registered agent of the Company in the State of Delaware shall be the initial registered agent named in the Certificate of such other Person or Persons as the Board may designate from time to time in the manner provided by law. The offices of the Company shall be at such place or places as the Board may designate from time to time, which need not be in the State of Delaware.

**Section 1.7. Term.** The term of the Company commenced on the date of filing of the Certificate, and shall be perpetual unless the Company is earlier dissolved and terminated in accordance with the provisions of this Agreement.

**Section 1.8. Records and Accounting.** All matters concerning (a) the determination of the relative amount of distributions among the Members pursuant to Article IV and Article IX and (b) accounting procedures and determinations, and other determinations not specifically and expressly provided for by the terms of this Agreement, shall be determined solely by the Board.

**Section 1.9. Tax Characterization.** The Company shall elect to be taxed as a corporation for U.S. federal income tax purposes and no Member shall take any action contrary to such treatment unless and until otherwise determined by the Board of Directors.

## ARTICLE II DEFINITIONS

**Section 2.1. Definitions.** The following terms used in this Agreement shall have the following meanings.

***“1940 Act”*** – the Investment Company Act of 1940, as in effect on the date hereof and as it may be amended hereafter from time to time.

***“Act”*** – the Delaware Limited Liability Company Act, 6 Del. Code §18-101 et seq., as in effect on the date hereof and as it may be amended hereafter from time to time.

***“Additional Member”*** – as set forth in Section 3.1(c).

***“Affiliate”*** – with respect to another Person means any Person directly or indirectly Controlling, Controlled by or under common Control with such other Person. For purposes of the foregoing, ***“Control”*** means the possession, directly or indirectly, of the power to direct the management or policies of a Person, whether through ownership or voting of securities, by contract or otherwise. Notwithstanding the foregoing, in no event shall any Member or any of its Affiliates be deemed to be an Affiliate of any other Member or any of its Affiliates (other than the Company) solely by reason of such Member being a Member of the Company.

***“Affiliate Indebtedness”*** – any debt for borrowed money issued by any Class A Member (or its Affiliates) to the Company or its Subsidiaries, other than the Exit Facility Loans contemplated under the Exit Facility as in effect on the Effective Date (as defined in the Exit Facility); *provided*, that, for the avoidance of doubt, “Affiliate Indebtedness” shall not include the Incremental Term Loans (as defined in the Exit Facility).

***“AG Director”*** – as set forth in Section 7.2(a)(iii).

***“AG Member”*** – AG Energy Funding, LLC.

***“Agreement”*** – this Amended and Restated Limited Liability Company Agreement, as amended, modified or supplemented from time to time.

**“Anti-Corruption Laws”** – all laws and regulations of any jurisdiction concerning or relating to bribery or corruption, including, but not limited to, the U.S. Foreign Corrupt Practices Act of 1977, as amended.

**“Anti-Money Laundering Laws”** – any laws and regulations concerning or relating to money laundering, drug trafficking, terrorism financing or other money laundering predicate crimes, including, but not limited to, the Currency and Foreign Transactions Reporting Act of 1970 (otherwise known as the Bank Secrecy Act) and the USA PATRIOT Act of 2001.

**“Approved Sale”** – as set forth in Section 8.2(a).

**“Approved Sale Notice”** – as set forth in Section 8.2(f).

**“Approved Sale Outside Date”** – as set forth in Section 8.2(f).

**“Ares”** – Ares Capital Corporation, together with its affiliates and managed funds.

**“Ares Directors”** – as set forth in Section 7.2(a)(i).

**“Ares Members”** – means AC American Fixed Income IV, L.P., Ares Capital Corporation, Ares Capital CP Funding, LLC, Ares Centre Street Partnership LP, Federal Insurance Company (DL), Great American Insurance Company, Great American Life Insurance Company, Premia LVI Ltd., SA Real Assets 20 Limited and SC ACM Private Debt Fund L.P. and their respective successors and assigns, including any Permitted Transferees.

**“Assignees”** – as set forth in Section 8.1(d)(vii).

**“Available Cash”** – at the time of any distribution, the excess of (a) all cash then held by the Company over (b) the amount of reserves established by the Company in accordance with Section 4.3 as determined by the Board of Directors.

**“Board of Directors”** or **“Board”** – the board of directors of the Company established pursuant to Section 7.1.

**“Business Day”** – any day other than a Saturday, Sunday or a day on which commercial banks are authorized or required to close in New York City, New York.

**“Capital Contribution”** – a contribution to the capital of the Company.

**“Certificate”** – the Certificate of Formation of the Company, as amended, modified or supplemented from time to time.

**“Class A Member”** – any holder of Class A Units, in such Member’s capacity as such.

**“Class A Observer”** – as set forth in Section 7.2(d)(ii).

**“Class A Units”** – as set forth in Section 3.1(a).

**“Code”** – the Internal Revenue Code of 1986.

**“Commission”** – the Securities and Exchange Commission or any other federal agency then administering the Securities Act and other federal securities laws.

**“Company”** – as set forth in the Preamble.

**“Confirmation Order”** - as set forth in the Recitals.

**“Contributed Prepetition Debt”** – as set forth in the Recitals.

**“Control”** – as set forth in the definition of “Affiliate” in this Section 2.1.

**“Debtholder Contribution”** – as set forth in the Recitals.

**“Director”** – a current member of the Board, who, for purposes of the Act, will be deemed a “manager” (as defined in the Act) but will have the rights and obligations set forth in this Agreement.

**“ERISA”** – the Employee Retirement Income Security Act of 1974 and the regulations promulgated thereunder.

**“Exchange Act”** – the Securities Exchange Act of 1934, as amended, and the rules and regulations of the Commission promulgated thereunder.

**“Executive Director Observer”** – as set forth in Section 7.3(d)(i).

**“Exit Facility”** – as set forth in the Recitals.

**“Exit Facility Lenders”** – as set forth in the Recitals.

**“Exit Facility Loans”** – as set forth in the Recitals.

**“Fully Diluted Basis”** – as of any time of determination, the total number of any and all issued and outstanding Units and any and all Units issuable upon the exercise, exchange or conversion of any security, form of indebtedness, limited liability company interest or obligation that is by its terms, directly or indirectly, convertible into or exchangeable or exercisable for Units, and any option, warrant or other right to subscribe for, purchase or acquire Units or other equivalent securities (disregarding any restrictions or limitations on the exercise of such rights) as of such date, whether or not any of the foregoing is at the time of determination exercisable, exchangeable or convertible.

**“Governmental Authority”** – any (a) multinational, national, federal, provincial, territorial, state, regional, municipal, local or other government or any governmental or public department, court, tribunal, arbitral body, statutory body, commission, board, bureau or agency, (b) self-regulatory organization, regulatory authority, administrative tribunal or authority, (c) subdivision, agent, commission, board or authority of any of the foregoing or (d) quasi-

governmental or private body exercising any regulatory, expropriation or taxing authority under or for the account of any of the foregoing.

**“HoldCo Equity”** – as set forth in Section 8.9(b).

**“Indemnified Parties”** – as set forth in Section 7.7(a).

**“Independent Director”** – as set forth in Section 7.8.

**“Initiating Tag Holder”** – as set forth in Section 8.3(a).

**“Interest”** – when used in reference to an interest in the Company, means the ownership interest of a Member in the Company at any particular time, including its interest in the capital, profits, losses and distributions of the Company.

**“Law”** – all laws, regulations, statutes, codes, rules permits, licenses, certifications, decrees or standards imposed by any Governmental Authority, and any order, injunction, judgment, decree, ruling, writ, assessment, award, subpoena, verdict, settlement or finding from any Governmental Authority.

**“Liens”** – any mortgage, lien, security interest, pledge, reservation, equitable interest, charge, easement, lease, sublease, conditional sale or other title retention agreement, right of first refusal, hypothecation, covenant, servitude, option, warrant, claim, community property interest, restriction (including any restriction on use, voting, transfer, alienation, receipt of income or exercise of any other attribute of ownership) or encumbrance of any kind.

**“Liquidator”** – as set forth in Section 9.2(b).

**“Majority-in-Interest of the Class A Members”** – at any time, the Class A Member(s) whose collective Class A Units held at such time exceed 50% of all Class A Units issued and outstanding at such time.

**“Member”** – each of the Persons listed on the signature pages attached hereto, as well as each Substituted Member and each Additional Member.

**“Member Register”** – as set forth in Section 3.2.

**“Minority Member”** – any Member other than the Ares Members as of the date hereof, and such Member’s Permitted Transferees.

**“MSD Director”** – as set forth in Section 7.2(a)(ii).

**“MSD Member”** – MSD Credit Opportunity Fund, L.P.

**“Observer”** – as set forth in Section 7.3(d)(ii).

**“Offer Price”** – as set forth in Section 8.4(a)(ii).

**“Officer”** – as set forth in Section 7.5.

***“Original Limited Liability Company Agreement”*** – as set forth in the Recitals.

***“Other Business”*** – as set forth in Section 6.3(c).

***“Percentage Interest”*** – with respect to each Member, a fraction, expressed as a percentage, the numerator of which is the number of Units held by such Member, and the denominator of which is the aggregate number of Units held by all Members of the Company or all Members in the Class or series of a Class, as the context requires, on a fully diluted basis.

***“Permitted ABL Facility”*** – any “Permitted ABL Facility” as defined in the Exit Facility.

***“Permitted Recipients”*** – as set forth in Section 12.1.

***“Permitted Transferee”*** – with respect to a Member, an Affiliate of such Member.

***“Person”*** – any individual, partnership, limited liability company, association, corporation, trust or other entity.

***“Plan Effective Date”*** – the “Effective Date” as defined in the Plan.

***“PR Issuance”*** – as set forth in Section 6.4(a).

***“Preemptive Rights Holder”*** – each Class A Member; *provided* that such Class A Member is a “qualified institutional buyer” within the meaning of Rule 144A of the Securities Act or an “accredited investor” within the meaning of Rule 501 of Regulation D under the Securities Act.

***“Prepetition Term Loan Agreement”*** – as set forth in the Recitals.

***“Prepetition Term Loan Lenders”*** – as set forth in the Recitals.

***“Prepetition Term Loans”*** – as set forth in the Recitals.

***“Public Offering”*** – any sale of the Units pursuant to an effective registration statement under the Securities Act filed with the Commission; *provided* that any issuance of Units as consideration for a merger or acquisition shall not be considered a “Public Offering”.

***“Recapitalization”*** – as set forth in Section 8.11(d).

***“Regulation”*** – a Treasury Regulation promulgated under the Code.

***“Related Person”*** – as set forth in Section 6.3(b).

***“Representatives”*** – as set forth in Section 12.1.

***“Restructuring Transactions”*** – as set forth in the Recitals.

***“ROFO Exercise Notice”*** – as set forth in Section 8.4(b).

**“ROFO Notice”** – as set forth in Section 8.4(a).

**“ROFO Outside Date”** – as set forth in Section 8.4(a)(iv).

**“ROFO Units”** – as set forth in Section 8.4(a)(i).

**“Sale Documents”** – as set forth in Section 8.1(a).

**“Sanctioned Country”** – at any time, a country, region or territory which is itself the subject or target of any comprehensive Sanctions broadly prohibiting dealings in, with or involving such country, region or territory.

**“Sanctioned Person”** – (a) any Person listed in any Sanctions-related list of designated Persons maintained by the Office of Foreign Assets Control of the U.S. Department of the Treasury, the U.S. Department of State or any other relevant national or supra-national sanctions authority; (b) any Person organized or resident in a Sanctioned Country; (c) any Person owned or controlled by any such Person or Persons described in the foregoing clause (a) or (b); or (d) any Person that is otherwise the subject or target of any Sanctions.

**“Sanctions”** – all economic or financial sanctions or trade embargoes imposed, administered or enforced from time to time by the U.S. government, including those administered by the Office of Foreign Assets Control of the U.S. Department of the Treasury or by the U.S. Department of State, or by any other relevant national or supra-national sanctions authority.

**“Securities”** – any foreign or domestic “securities,” as defined in Section 2(1) of the Securities Act, or Section 3(a)(10) of the Exchange Act, and shall include common or preferred stocks, limited partnership interests, investment contracts, certificates of deposit, trade acceptances and trade claims, convertible securities, fixed income securities, notes or other evidences of indebtedness of other Persons, warrants, rights, synthetic securities, put and call options on any of the foregoing, other options related thereto, interests or participations therein or any combination of any of the foregoing.

**“Securities Act”** – the Securities Act of 1933, as amended, and the rules and regulations of the Commission promulgated thereunder.

**“Seller Representative”** – as set forth in Section 8.2(e).

**“Selling Holder”** – as set forth in Section 8.4(a).

**“Subsidiaries”** – all Persons in which the Company owns, directly or indirectly, more than fifty percent (50%) of the capital stock or other ownership interest. Subsidiaries shall include, as of the date hereof and after giving effect to the Restructuring Transactions: (i) VPROP Operating, (ii) Lonestar Prospects Management, L.L.C., a Texas limited liability company, (iii) Lonestar Prospects, Ltd., a Texas limited partnership, (iv) MAALT Specialized Bulk, LLC, a Texas limited liability company, (v) Denetz Logistics, L.L.C., a Texas limited liability company, and (vi) MAALT, L.P., a Texas limited partnership.



***“Substituted Member”*** – any Person admitted to the Company as a substituted Member pursuant to the provisions of Article VIII.

***“Supermajority-in-Interest”*** – at any time, the vote of a number of Class A Units held by Class A Members which, at such time, exceeds [80]% of the aggregate number of Class A Units of the Company then issued and outstanding.

***“Tag-Along Members”*** – as set forth in Section 8.3(a).

***“Tag-Along Notice”*** – as set forth in Section 8.3(a).

***“Tag-Along Notice Period”*** – as set forth in Section 8.3(b).

***“Tag-Along Outside Date”*** – as set forth in Section 8.3(h).

***“Tag-Along Transaction”*** – as set forth in Section 8.3(a).

***“Tag-Along Transaction Documents”*** – as set forth in Section 8.3(c).

***“Transaction Document”*** – this Agreement, Certificate, the Plan, the Confirmation Order, and the agreements, certificates and instruments contemplated herein and therein.

***“Transfer”*** – any transfer, sale, conveyance, exchange, assignment, pledge, encumbrance, hypothecation or other disposition, whether directly or indirectly (pursuant to the transfer of an economic or other interest, the creation of a derivative security or otherwise), the grant of an option or other right or the imposition of a restriction on disposition or voting or by operation of law. When used as a verb, “Transfer” shall have the correlative meaning (whether with or without consideration and whether voluntarily or involuntarily or by operation of law). In addition, “Transferred”, “Transferor” and “Transferee” shall have the correlative meanings.

***“UCC”*** – as set forth in Section 12.2.

***“Units”*** – a fractional Interest in the Company.

***“Value”*** – with respect to of any asset of the Company, as the case may be, as of any date, the fair market value of such asset, as the case may be, as of such date, as reasonably determined by the Board of Directors.

***“Void Transfer”*** – as set forth in Section 8.1(a).

***“VPL”*** – as set forth in the Recitals.

***“VPROP Operating”*** – as set forth in the Recitals.

***“Withdrawing Member”*** – as set forth in Section 8.1(d)(vii).

**Section 2.2. Rules of Interpretation.** Unless the context otherwise clearly requires: (a) a term has the meaning assigned to it; (b) wherever from the context it appears appropriate, each term stated in either the singular or the plural shall include the singular and the plural, and

pronouns stated in either the masculine, feminine or neuter shall include the masculine, feminine and neuter; (c) provisions apply to successive events and transactions; (d) all references in this Agreement to “include” or “including” or similar expressions shall be deemed to mean “including without limitation”; (e) all references in this Agreement to designated “Articles,” “Sections,” “paragraphs,” “clauses,” “Annexes,” “Schedules” and other subdivisions are to the designated Articles, Sections, paragraphs, clauses, Annexes, Schedules and other subdivisions of this Agreement, and the words “herein,” “hereof,” “hereunder” and other words of similar import refer to this Agreement as a whole and not to any particular Article, Section, paragraph, clause or other subdivision; (f) all references in this Agreement to “\$” shall mean United States dollars; and (g) any definition of or reference to any agreement, instrument, document, statute or regulation herein shall be construed as referring to such agreement, instrument, document, statute or regulation as from time to time amended, supplemented or otherwise modified (subject to any restrictions on such amendments, supplements or modifications set forth herein). This Agreement is among financially sophisticated and knowledgeable parties and is entered into by the parties in reliance upon the economic and legal bargains contained herein and shall be interpreted and construed in a fair and impartial manner without regard to such factors as the party who prepared, or cause the preparation of, this Agreement or the relative bargaining power of the parties. Wherever in this Agreement a Member or other Person is empowered to take or make a decision, direction, consent, vote, determination, election, action or approval, such Member or Person is entitled to consider, favor and further such interests and factors as it desires, including its own interests, and has no duty or obligation to consider, favor or further any other interest of the Company, any Subsidiary or any other Member or Person. Wherever in this Agreement a Member is permitted or required to make a decision or determination or take an action in its “discretion” or its “judgment,” that means that, *except* to the extent such discretion is otherwise qualified herein, such Member may take that decision in its “sole discretion” or “sole judgment” without regard to the interests of any other Person.

### ARTICLE III CAPITAL CONTRIBUTIONS

#### **Section 3.1. Units; Issuance of Additional Units.**

(a) Authorization; Units Generally. Subject to the terms of this Section 3.1, the Company is hereby authorized to issue an unlimited aggregate number of Units divided into any number of Classes, which Units are initially comprised of one class of Units called Class A Units (the “*Class A Units*”), having the rights, obligations, and other features provided in this Agreement. In connection with any issuance of a new class or series of Units, Section 4.1 may be amended to reflect this issuance of such new class or series of Units and the distribution rights applicable thereto.

(b) Issuances of Class A Units. Pursuant to the terms of the Plan and the Confirmation Order, the Contributed Prepetition Debt was contributed to the Company in exchange for Class A Units. As of the date hereof, each Person listed on Schedule A is admitted as a Member of the Company and shall be shown as such on the books and records of the Company. As of the date hereof, each such Member is deemed to have made a Capital Contribution in the amount set forth opposite the name of such Person on Schedule A and holds the Class A Units set forth opposite such Member’s name thereon.

(c) Subject to compliance with the provisions of this Agreement, the Board shall have the right to cause the Company to issue or sell to any Person (including Members and their Affiliates), at any time and from time to time, any of the following: (i) (A) additional Units or (ii) (B) other interests in the Company (including other classes or series thereof having different rights and/or preferences, including interests issued pursuant to a management incentive plan approved by the Board) to any Person (such Person, an “***Additional Member***”) for any amount of consideration, if any, as determined by the Board of Directors and, subject to paragraphs (c), (d) and (e) of this Section 3.1, admit such Person as an Additional Member with all of the rights and obligations of a Member under this Agreement, (ii) obligations, evidences of indebtedness, or other securities or interests convertible or exchangeable into Units or other interests in the Company, and (iii) warrants, options, or other rights to purchase or otherwise acquire Units or other interests in the Company. Subject to the approval of the Board, in connection with the issuance pursuant to and in accordance with this Section 3.1 of any class or series of Units or other interests in the Company, this Agreement may be amended, and the Board may authorize any Person to execute, acknowledge, deliver, file and record, if required, such documents to the extent necessary or desirable to reflect the admission of any Additional Member to the Company or the authorization and issuance of such class or series of Units or other interests in the Company (or securities convertible into or exercisable or exchangeable for Units or other interests in the Company), and the related rights and preferences thereof.

(d) Each Person desiring to become an Additional Member shall be admitted to the Company upon the approval of the Board of Directors and the delivery of a counterpart signature page to this Agreement that has been duly executed and delivered to the Company and any other documentation required by the Board of Directors.

(e) Except as otherwise required by law or pursuant to this Section 3.1, no Member shall be required or permitted to make any additional Capital Contributions to the Company without the prior consent of such Member and the Board of Directors.

**Section 3.2. Member Register.** The Company shall create and maintain a Unit ledger and register of Members and other Persons holding other securities or interests in the company (the “***Member Register***”), setting forth at least: (a) the name of each Member, (b) the number of Units held by each such Member, (c) the amount, if any, of all options, warrants or other securities or interests and (d) the amount of the Capital Contribution made or deemed to have been made for each class of Units held by each Member. The Member Register is attached to this Agreement as Schedule A. Upon any change in the number or ownership of outstanding Units (whether upon an issuance of Units, a Transfer, a cancellation of Units or otherwise) or upon the conversion or exercise of any options or warrants, the Company shall amend and update the Member Register. The ownership interests recorded on the Member Register shall be conclusive record of the Units that have been issued and are outstanding.

**Section 3.3. Interest on Capital Contributions.** No Member shall be entitled to interest on or with respect to any Capital Contribution.

**Section 3.4. Withdrawal and Return of Capital Contributions.** Except as provided in this Agreement, no Member shall be entitled to withdraw any part of such Member’s Capital Contribution or to receive distributions from the Company.

**Section 3.5. Form of Capital Contribution.** Unless otherwise agreed to by the Board of Directors, all Capital Contributions, other than those being made on the date hereof, shall be made in cash.

**Section 3.6. Certificates.** The Board may in its discretion determine whether or not the Company will issue certificates to one or more Members representing the Units held by such Member. The issuance of any such certificate is not intended to affect the rights or obligations of a Member with respect to its Units. Each certificate evidencing Units and each certificate issued in exchange for or upon the Transfer of any Units shall be stamped or otherwise imprinted with a legend in substantially the same form as the legend set forth on the cover page of this Agreement.

**Section 3.7. Title to Company Assets.** All Company assets shall be deemed to be owned by the Company as an entity, and no Member, individually or collectively, shall have any ownership interest in such Company assets or any portion thereof. Legal title to any or all Company assets may be held in the name of the Company or one or more nominees, as the Board may determine. All Company assets shall be recorded as the property of the Company on its books and records, irrespective of the name in which legal title to such Company assets is held.

**Section 3.8. No Right of Partition.** No Member shall have the right to seek or obtain partition by court decree or operation of law of any Company property, or the right to own or use particular or individual assets of the Company.

**Section 3.9. Loans from Members.** Loans by Members to the Company shall not be considered Capital Contributions. The amount of any such loans shall be a debt of the Company to such Member and shall be payable or collectible in accordance with the terms and conditions upon which such loans are made.

## **ARTICLE IV DISTRIBUTIONS**

**Section 4.1. Distributions.** Subject to the provisions of Sections 4.2, 4.3, 4.4, 9.2 and 12.3, the Company shall distribute Available Cash at the times and in amounts determined by the Board of Directors in its sole discretion, which distributions shall be made to the holders of Units pro rata in proportion to their holdings of all Units then outstanding.

**Section 4.2. Limitations on Distributions.**

(a) Notwithstanding anything to the contrary herein, no distribution pursuant to this Agreement shall be made if such distribution would result in a violation of the Act.

(b) In the event that a distribution is not made as a result of the application of paragraph (a) of this Section 4.2, all amounts so retained by the Company shall continue to be subject to all of the debts and obligations of the Company. The Company shall make such distribution (with accrued interest actually earned thereon) as soon as such distribution would not be prohibited pursuant to this Section 4.2.

**Section 4.3. Reserves.** The Company may establish reserves in such amounts and for such time periods as the Board of Directors determines reasonably necessary for estimated accrued

Company expenses and any contingent or unforeseen Company liabilities. When such reserves are no longer necessary, the balance may be distributed to the Members in accordance with this Article IV.

**Section 4.4. Withholding.** The Company shall comply with all withholding requirements under U.S. federal, state and local and foreign law and shall remit amounts withheld to and file required forms with the applicable jurisdictions. To the extent the Company is required to withhold and pay over any amounts to any authority with respect to distributions to any Member or to the extent the Company is required to pay any income tax (including interest and penalties) that (as reasonably determined by the Board of Directors based upon this Agreement) is attributable to any Member, the amount withheld or paid shall be deemed to be, at the option of the Board of Directors, either a distribution by the Company to such Member (which shall reduce the amounts that would subsequently otherwise be distributed to such Member pursuant to Section 4.1 in the order in which they would otherwise have been distributable) or a demand loan by the Company to such Member, in each case in the amount of the withholding or payment.

## ARTICLE V BOOKS OF ACCOUNT

**Section 5.1. Books and Records.** Proper and complete records and books of account shall be kept by the Company in which shall be entered fully and accurately all transactions and other matters relative to the Company's business as are usually entered into records and books of account maintained by Persons engaged in businesses of a like character. The Company books and records shall be kept in a manner determined by the Board of Directors in its sole discretion to be most beneficial for the Company. The books and records shall at all times be maintained at the principal office of the Company and shall be open to the inspection and examination of the Members or their duly authorized representatives for a proper purpose as set forth in Section 18-305 of the Act during reasonable business hours and at the sole cost and expense of the inspecting or examining Member.

### **Section 5.2. Reports.**

(a) As soon as reasonably practicable after the close of each fiscal year of the Company, but in any event not later than one hundred and twenty (120) days after the end of each fiscal year of the Company, the Company shall provide to each Member a copy of the audited consolidated financial statements and financial information of the Company and its subsidiaries, including an income statement, balance sheet, and statement of cash flows.

(b) As soon as reasonably practicable after the end of each of the first three fiscal quarters of each fiscal year, but in any event not later than sixty (60) days after the end of each of the first three fiscal quarters of each fiscal year of the Company, the Company shall provide to each Member the unaudited consolidated financial statements and financial information of the Company and its subsidiaries for such quarter and year-to-date period, including an income statement, balance sheet, and statement of cash flows.

(c) As soon as reasonably practicable after the end of each month of each fiscal year, the Company shall provide to each Member the unaudited consolidated financial statements

and financial information of the Company and its subsidiaries for such month and year-to-date period, including an income statement, balance sheet, and statement of cash flows.

## ARTICLE VI POWERS, RIGHTS AND DUTIES OF THE MEMBERS

**Section 6.1. Limitations.** Other than as set forth in this Agreement, the Members shall not participate in the management or control of the Company's business nor shall they transact any business for the Company, nor shall they have the power to act for or bind the Company, said powers being vested solely and exclusively in the Board of Directors. Without limiting the foregoing, neither the lending of money to the Company by a Member or any Affiliate thereof nor the service by a Member or its appointee on the Board shall be deemed to constitute participation in control of the Company or affect, impair or eliminate the limitations on the liability of a Member under this Agreement.

**Section 6.2. Liability.** Subject to the provisions of the Act, no Member shall be liable for the repayment, satisfaction or discharge of any Company liabilities. No Member shall be personally liable for the return of any portion of the Capital Contributions (or any return thereon) of any other Member.

### **Section 6.3. Fiduciary Duties; Investment Opportunities and Conflicts of Interest.**

(a) Any duties (including fiduciary duties) or other obligations that the Members may or would otherwise owe in their capacities as Members to one another and to the Company are expressly eliminated, waived and disclaimed by the Company and the Members to the fullest extent permitted by Section 18-1101(c) of the Act.

(b) No Member, any of its Affiliates, or any of their respective managers, directors, officers, stockholders, partners, members, employees, representatives and agents (including any of their representatives serving on the Board or on the board of directors or board of managers of the Subsidiaries or as an officer of the Company or any Subsidiary) (the "***Related Persons***"), shall have any obligation to bring investment or business opportunities to the Company of which such Related Person becomes aware and which are, or may be, (i) within the scope of the business of the Company and the Subsidiaries or investment objectives related to the business of the Company and the Subsidiaries or (ii) otherwise competitive with the business of the Company and the Subsidiaries, and shall not in any way be restricted from pursuing or consummating (directly or indirectly) any such opportunities.

(c) Related Persons at any time and from time to time may engage in and own interests in other business ventures of any and every type and description, independently or with others (including ones in competition with the Company) (an "***Other Business***") with no obligation to (i) refrain from pursuing or engaging in such Other Business, (ii) offer to any Person the right to participate in such Other Business, or (iii) notify any Person thereof. Related Persons may direct any investment or business opportunities to any other Person regardless of the capacity (*e.g.*, in the capacity of a Director) in which such investment or business opportunities are presented to a Related Person. None of the Company, any of the Subsidiaries or any Member will have or acquire or be entitled to any interest, expectancy or participation (the foregoing being hereby renounced

and waived to the fullest extent permitted from time to time under applicable law) in any investment or business opportunity as a result of the involvement therein of any Related Persons. The involvement of any of the Related Persons in any investment or business opportunity will not constitute a conflict of interest, breach of any duty (including any fiduciary duty), or breach of this Agreement.

#### **Section 6.4. Equity Preemptive Rights.**

(a) In the event that the Company shall sell or issue any Units (including any warrants, options or other convertible securities exercisable or exchangeable for or convertible into Units) to a Class A Member or any of their respective subsidiaries or Affiliates following the date hereof, *except* in each case for a Public Offering of the Units (such sale or issuance, a “**PR Issuance**”), each Preemptive Rights Holder shall have the right to purchase, subject to Section 6.4(c), such number of additional Units as are necessary to maintain such Preemptive Rights Holder’s Percentage Interest, as determined on a Fully Diluted Basis, which Units shall be offered on the same terms and conditions as the Units being offered and sold in such PR Issuance; *provided*, that such subscription being conditioned upon the actual sale of the Units contemplated to be sold or issued in such PR Issuance, as the case may be; *provided, however*, that such preemptive right shall not extend to Units that are to be issued by the Company (i) by reason of a dividend, split, split-up, recapitalization or other distribution of or on Units; (ii) in connection with the exercise of warrants or convertible securities; (iii) to employees, consultants, officers or directors of the Company pursuant to stock option plans or restricted stock plans or similar agreements or arrangements, including any interests pursuant to a management incentive plan; (iv) as consideration for a merger or acquisition, or (v) in a Public Offering of the Company.

(b) Written notice specifying the contemplated date the new Units are to be sold pursuant to the PR Issuance, the number of new Units to be sold and the material terms thereof shall be delivered by the Company to each Preemptive Rights Holder no later than fifteen (15) Business Days prior to such contemplated purchase date of the Units, and such Preemptive Rights Holder shall have until five (5) Business Days prior to the contemplated purchase date specified in such notice to inform the Company of its intentions as to the exercise of the preemptive right provided under this Section 6.4, including the maximum number of Units for which it wishes to exercise its preemptive rights (which for the avoidance of doubt, shall not exceed the number of additional Units as are necessary to maintain such Preemptive Rights Holder’s Percentage Interest, as determined on a Fully Diluted Basis). If no written reply is received by the Company prior to the sixth (6th) Business Day before the contemplated purchase date specified in such notice, the Company may treat the preemptive right of such Preemptive Rights Holder to have been waived.

(c) Notwithstanding the other provisions of this Section 6.4, if the Board determines that it should, in the best interests of the Company, issue new Units that would otherwise be required to be offered to the Preemptive Rights Holders pursuant to this Section 6.4 prior to their issuance, the Company may issue such new Units without first complying with the provisions of this Section 6.4; *provided, however*, that (i) the Company shall, within thirty (30) days after such issuance, offer to each Preemptive Rights Holder the opportunity to purchase the number of new Units that such Preemptive Rights Holder would have otherwise been entitled to purchase pursuant to the terms of this Section 6.4, by written notice specifying the contemplated

date the new Units are to be sold and such Preemptive Rights Holder shall have until five (5) Business Days prior to the contemplated purchase date specified in such notice to inform the Company of its intentions as to the exercise of the preemptive right, including the maximum number of Units for which it wishes to exercise its preemptive rights (which for the avoidance of doubt, shall not exceed the number of additional Units as are necessary to maintain such Preemptive Rights Holder's Percentage Interest, as determined on a Fully Diluted Basis) and (ii) (1) include in the subscription (or similar) agreement with the purchaser(s) of such new Units a provision permitting the Company to repurchase such Units in an amount necessary to satisfy the provisions of this Section 6.4 or (2) cause the issuance of additional Units in an amount necessary to permit each requesting Preemptive Rights Holder to purchase the number of Units that it would have been entitled to purchase in the original issuance under Section 6.4(a).

**Section 6.5. Debt Preemptive Rights.**

(a) In the event that the Company or any of its Subsidiaries shall enter into any agreement with a Class A Member (or its Affiliates) to obtain Affiliate Indebtedness, each Preemptive Rights Holder shall have the right to participate as a lender under any agreement governing the issuance of such Affiliate Indebtedness, in an aggregate principal amount equal to such Preemptive Rights Holder's pro rata portion of such Affiliate Indebtedness (determined by reference to such Preemptive Rights Holder's Percentage Interest of Class A Units).

(b) Written notice specifying the contemplated effective date of the agreement governing Affiliate Indebtedness, the aggregate principal amount of Affiliate Indebtedness thereunder, and the material terms thereof shall be delivered by the Company to each Preemptive Rights Holder no later than fifteen (15) Business Days prior to such contemplated effective date, and such Preemptive Rights Holder shall have until five (5) Business Days prior to the contemplated effective date specified in such notice to inform the Company of its intentions as to the exercise of the preemptive right provided under this Section 6.5(a), including the aggregate principal amount of indebtedness for which it wishes to exercise its preemptive rights (which for the avoidance of doubt, shall not exceed such Preemptive Rights Holder's pro rata portion of such Affiliate Indebtedness (determined by reference to such Preemptive Rights Holder's Percentage Interest of Class A Units)). If no written reply is received by the Company prior to the sixth (6th) Business Day before the contemplated effective date specified in such notice, the preemptive right of such Preemptive Rights Holder with respect to such issuance of Affiliate Indebtedness shall be deemed to have been waived by such Preemptive Rights Holder.

**Section 6.6. Certain Consent Rights.** The Company shall not take any of the following actions without the prior written approval of a Supermajority-in-Interest, which may be given by means of electronic mail:

(a) enter into any transaction between the Company, on the one hand, and any Affiliate of the Company (excluding the Subsidiaries), or any Class A Member (and its Affiliates) on the other hand, excluding, in each case, (i) transactions for the purchase of goods or services entered into in the ordinary course of business and on an arm's-length basis, (ii) any PR Issuances, (iii) the Exit Facility and the issuance of Exit Facility Loans from time to time thereunder, and (iv) any issuances of Affiliate Indebtedness;



(b) make any distribution in a manner inconsistent with Section 4.1 (as may be amended by the Board from time to time to reflect the issuance of any new class or series of Units); and

(c) make any amendment, waiver or modification of this Agreement that materially, adversely and disproportionately affect the Minority Members, taken as a whole, relative to the other Class A Members, taken as a whole (other than any amendments made solely to address administrative tax matters or any amendments authorized by the Board in accordance with Section 11.2).

## **ARTICLE VII POWERS, RIGHTS AND DUTIES OF THE BOARD OF DIRECTORS**

### **Section 7.1. Management by the Board of Directors.**

(a) Authority of Board of Directors. A Board of Directors shall be established to manage the business and affairs of the Company in accordance with the terms of this Agreement. Except as specifically provided in this Agreement, the Board of Directors shall have exclusive and complete authority and discretion to manage the operations and affairs of the Company and to make all decisions regarding the business of the Company. Any action authorized by the Board of Directors shall constitute the act of and serve to bind the Company. Persons dealing with the Company are entitled to rely conclusively on the power and authority of the Board of Directors as set forth in this Agreement.

(b) Powers and Duties of the Board of Directors. The Board of Directors shall have all rights and powers of a “manager” under the Act, and shall have such authority, rights and powers in the management of the Company business to do any and all other acts and things necessary, proper, convenient or advisable to effectuate the purposes of this Agreement. Except as expressly provided in this Agreement, the Members shall not manage or control the business and affairs of the Company.

(c) Acknowledgement by Members. Each Member acknowledges and agrees that no Director shall, solely as a result of being a Director, be bound or obligated to devote all of his business time to the affairs of the Company, and that he and his Affiliates do and will continue to engage for their own account and for the accounts of others in other business ventures.

(d) Reliance by Third Parties. Any Person dealing with the Company may rely on the authority of the Board (or any Officer authorized by the Board) in taking any action in the name of the Company without inquiry into the provisions of this Agreement or compliance herewith, regardless of whether that action actually is taken in accordance with the provisions of this Agreement. Every agreement, instrument or document executed by any Officer authorized by the Board, including at least one Ares Director, in the name of the Company with respect to any business or property of the Company shall be conclusive evidence in favor of any Person relying thereon or claiming thereunder that (i) at the time of the execution or delivery thereof, this Agreement was in full force and effect, (ii) such agreement, instrument or document was duly executed according to this Agreement and is binding upon the Company and (iii) such Officer was

duly authorized and empowered to execute and deliver such agreement, instrument or document for and on behalf of the Company.

## **Section 7.2. Composition and Election of the Board of Directors.**

(a) Number and Designation. The number of Directors on the Board shall be the number serving pursuant to clauses (i) through (iii). Subject to the provisions of this Section 7.2, the Board shall at all times comprise the following Persons:

(i) up to four (4) representatives appointed by the Ares Member (the “**Ares Directors**”), who initially shall be [●], [●], [●] and [●];

(ii) one (1) representative appointed by the MSD Member (the “**MSD Director**”); *provided*, that the right to appoint such representative is personal to the MSD Member and may not be assigned or transferred to any other Person;

(iii) one (1) representative appointed by the AG Member (the “**AG Director**”); *provided*, that the right to appoint such representative is personal to the AG Member and may not be assigned or transferred to any other Person; and

(iv) one (1) Independent Director appointed by a Majority-in-Interest of the Class A Members pursuant to Section 7.8, [**whom the Class A Members expect to appoint after the date hereof**].

(b) Term. Directors shall serve from their appointment in accordance with the terms hereof until their resignation, death or removal in accordance with the terms hereof. Directors need not be Members and need not be residents of the State of Delaware. A Person shall become a Director and member of the Board effective upon receipt by the Company at its principal place of business of a written notice addressed to the Board (or at such later time or upon the happening of some other event specified in such notice) of such Person’s appointment from the Person or Persons entitled to appoint such director pursuant to Section 7.2(a); *provided* that the Persons specifically named in Section 7.2(a) shall be Directors commencing on the date hereof without further action. A Director may resign as such by delivering his, her or its written resignation to the Company at the Company’s principal office addressed to the Board. Such resignation shall be effective upon receipt unless it is specified to be effective at some other time or upon the happening of some other event.

(c) Removal. The removal from the Board or any of its committees (with or without cause) of any Ares Director, the MSD Director, the AG Director or the Independent Director shall be upon (and only upon) the written request of the Member or Members entitled to appoint such Director pursuant to Section 7.2(a).

(d) Vacancies. In the event that any appointee under Section 7.2(a) for any reason ceases to serve as a member of the Board, (i) the resulting vacancy on the Board may be filled by the Member or Members entitled to appoint such member pursuant to Section 7.2(a) and (ii) such appointee shall be removed promptly after such time from each committee of the Board.

(e) Reimbursement. The Company shall pay all reimbursable reasonable out-of-pocket costs and expenses incurred by each member of the Board in the course of their service hereunder, including in connection with attending regular and special meetings of the Board, any board of managers or board of directors of each of the Subsidiaries and/or any of their respective committees.

(f) Compensation of Directors. Except as approved by the Board, Directors shall receive no compensation for serving in such capacity.

(g) Subsidiary Board of Directors or Board of Directors. The Company shall at all times, unless otherwise determined by the Board in its discretion, cause the board of managers or board of directors of each of the Subsidiaries to comprise the same Persons who are then Directors of the Board pursuant to Section 7.2(a). The voting rules on the board of managers or board of directors of each of the Subsidiaries shall be commensurate with the voting rules of the Board.

### **Section 7.3. Board Meetings; Actions by Written Consent; Voting.**

(a) Action by the Board; Written Consent; Telephone Conferences. Each Director shall have one vote; *provided, however*, that in the event that any Ares Director is absent or if there is any vacancy in the Ares Directors at any time when there is at least one (1) Ares Director (for example, if the Ares Member has only designated three (3) of its four (4) Directors), the vote of each of the Ares Directors present at a meeting (or consenting to any written consent) shall be automatically multiplied by a fraction, the numerator of which is the number of Directors that the Ares Member is entitled to appoint pursuant to Section 7.2(a) and the denominator of which is the number of Ares Directors present or consenting. Only the affirmative vote of a majority of the Directors present at a meeting (or consenting to any written consent) (in each case, which majority shall in all cases include the affirmative vote of at least one Ares Director) at which a quorum is present and entitled to vote thereon, shall be an act (including the granting of any consent under the Agreement) of the Board. Any action (including the granting of any consent under this Agreement) permitted or required by the Act, the Certificate or this Agreement to be taken at a meeting of the Board or any committee designated by the Board may be taken without a meeting, without notice and without a vote if a consent in writing, setting forth the action to be taken, is signed by a majority of the Directors then in office or on such committee, which majority shall include at least one Ares Director. Such consent shall have the same force and effect as a vote at a meeting and may be stated as such in any document or instrument filed with the Secretary of State of the State of Delaware, and the execution of such consent shall constitute attendance or presence in person at a meeting of the Board or any such committee, as the case may be. Subject to the requirements of the Act, the Certificate or this Agreement for notice of meetings, unless otherwise restricted by the Certificate, the Directors or members of any committee designated by the Board may participate in and hold a meeting of the Board or any committee, as the case may be, by means of a conference telephone or similar communications equipment by means of which all Persons participating in the meeting can hear each other, and participation in such meeting shall constitute attendance and presence in person at such meeting, *except* where a Person participates in the meeting for the express purpose of objecting to the transaction of any business on the ground that the meeting is not lawfully called or convened.

(b) Quorum. The majority of the Directors then in office (which must include at least one Ares Director) must be present at any meeting of the Board or any committee thereof (including for purposes of actions taken pursuant to Section 7.3(a)) in order to constitute a quorum for the transaction of business of the Board or such committee. Once a quorum is present to commence a meeting of the Board or any committee thereof, such quorum shall be broken as soon as (i) there shall cease to be a majority of the Directors then in office present at such meeting or (ii) all of the Ares Directors leave such meeting, and no further business may be transacted at such meeting until such time as a quorum shall again be present. If a quorum shall not be present during a meeting of the Board or any committee thereof, the Directors present thereat may adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present. A Director who is present at a meeting of the Board or any committee thereof at which action on any matter is taken shall be presumed to have assented to the action unless his dissent shall be entered in the minutes of the meeting or unless he shall file his written dissent to such action with the Person acting as secretary of the meeting before the adjournment thereof or shall deliver such dissent to the Company immediately after the adjournment of the meeting. Such right to dissent shall not apply to a Director who voted in favor of such action.

(c) Meetings. Regular meetings of the Board may be held at such times and places as shall be determined from time to time by resolution of the Board. Notice of regular meetings shall not be required. Except as otherwise provided in this Agreement, special meetings of the Board may be called by any Ares Director on at least 24 hours' notice to each other Director. Such notice need not state the purpose or purposes of, nor the business to be transacted at, such meeting, *except* as may otherwise be required by law or provided for in this Agreement. Attendance of a Director at a meeting shall constitute a waiver of notice of such meeting, *except* where a Director attends a meeting for the express purpose of objecting to the transaction of any business on the ground that the meeting is not lawfully called or convened. In connection with any meeting of Members, the Directors may, if a quorum is present, hold a meeting for the transaction of business immediately after and at the same place as such meeting of the Members, and notice of such meeting at such time and place shall not be required.

(d) Board Observers.

(i) The Chief Executive Officer of the Company shall be entitled to attend meetings and receive related materials of the Board as an observer (the "**Executive Director Observer**").

(ii) Each Class A Member whose collective Class A Units held at such time exceed 10% of all Class A Units issued and outstanding at such time may designate one individual to attend meetings and receive related materials of the Board as observers (each such individual, a "**Class A Observer**" and, together with the Executive Director Observer, the "**Observers**").

(iii) No Observer shall in any circumstance have any right to participate in any vote, consent or other action of the Board of Directors. Any Observer may be excluded from any meeting or portion thereof if (A) the Board determines that it is necessary to (1) preserve attorney-client, work product or similar privilege, (2) comply with the terms and conditions of confidentiality agreements with third

parties, or (3) comply with applicable law or (B) there exists, with respect to the subject of a meeting or materials provided to the Board, an actual or potential conflict of interest between the Board or the Company and such Observer.

#### **Section 7.4. Committees; Delegation of Authority and Duties.**

(a) Committees. The Board may, from time to time, designate one or more committees, each of which shall include at least one Ares Director; *provided, however*, that, subject to Section 7.3(d)(iii), any Observer shall have the right to attend meetings of each committee on a non-voting basis and receive related materials of such committees as observers with respect to each committee on which such Observer does not serve. Any such committee, to the extent provided in the enabling resolution or in the Certificate or this Agreement, shall have and may exercise all of the authority of the Board. The Board may dissolve any committee at any time, unless otherwise provided in the Certificate or this Agreement.

(b) Delegation. The Board may, from time to time, delegate to one or more Persons (including any Director or Officer) such authority and duties as the Board may deem advisable. The Board also may assign titles (including chairman, chief executive officer, president, vice president, secretary, assistant secretary, treasurer and assistant treasurer) to any Director, Member or other individual and may delegate to such Director, Member or other individual certain authority and duties. Any number of titles may be held by the same Director, Member or other individual. Any delegation pursuant to this Section 7.4(b) may be revoked at any time by the Board.

**Section 7.5. Officers.** The Board may (but need not), from time to time, designate and appoint, by written resolution, one or more Persons as an officer of the Company (an “*Officer*”). No Officer need be a resident of the State of Delaware, a Member or a Director. Any Officers so designated shall have such authority and perform such duties as the Board may, from time to time, delegate to them by written resolution. The Board may assign titles to particular Officers. Unless the Board otherwise decides, if the title is one commonly used for officers of a business corporation formed, the assignment of such title by written resolution shall constitute the delegation to such Officer of the authority and duties that are normally associated with that office, subject to (a) any specific delegation of authority and duties made to such Officer by the Board by written resolution pursuant to the third sentence of this Section 7.5 or (b) any delegation of authority and duties made to one or more Officers pursuant to the terms of Section 7.4(b). Each Officer shall hold office until such Officer’s successor shall be duly designated and qualified by written resolution or until such Officer’s death or until such Officer shall resign or shall have been removed in the manner hereinafter provided. The management of the business and affairs of the Company by the Officers and the exercising of their powers shall be conducted under the supervision of and subject to the written approval of the Board. Any number of offices may be held by the same individual. Any Officer may be removed as such, either with or without cause, by the Board in its discretion at any time; *provided, however*, that any such removal shall be without prejudice to the contract rights, if any, of the individual so removed. Designation of an Officer shall not of itself create contract rights. Any vacancy occurring in any office of the Company may be filled by the Board and shall remain vacant until filled by the Board. The officers of the Company as of the date hereof are set forth on Schedule B.

**Section 7.6. Standard of Board and Director Actions.**

(a) No Duties. To the fullest extent permitted by the Act, a Person, in performing his or her duties and obligations as a Director under this Agreement, will not owe any fiduciary duties to the Company or any other Member or Director of the Company and will be entitled to act or omit to act at the direction of the Members, if any, that appointed such Person to serve on the Board.

(b) The Members (in their own names and in the name and on behalf of the Company) hereby:

(i) agree that (A) the terms of this Section 7.6, to the extent that they modify or limit a duty or other obligation, if any, that a Director may have to the Company or any Member under the Act or other applicable Law are reasonable in form, scope and content; and (B) the terms of this Section 7.6 will control to the fullest extent possible if it is in conflict with a duty, if any, that a Director may have to the Company or any Member, under the Act or any other applicable law; and

(ii) waive to the fullest extent permitted by the Act, any duty or other obligation, if any, that a Member may have to the Company or another Member, pursuant to the Act or any other applicable law, to the extent necessary to give effect to the terms of this Section 7.6.

(c) To the extent that, at law or in equity, any Director would otherwise have duties (including fiduciary duties) and liabilities relating thereto to the Company, any Member, any other Director, or any other Person, such Director shall not be liable to the Company, any Member, any other Director, or any other Person for breach of duty (including fiduciary duty) for its good-faith reliance on the provisions of this Agreement, and the provisions of this Agreement, to the extent that they restrict or eliminate the duties (including fiduciary duties) and liability of such Director otherwise existing at law or in equity, are agreed by the Company and each Member to replace such other duties and liabilities of such Director.

(d) Board Discretion. Whenever in this Agreement or any other agreement contemplated herein (or any other agreement to which the Company is a party), any of the Directors or the Board (or any committee thereof) is permitted or required to take any action or to make a decision or determination (including any action, decision or determination in its "sole discretion", "discretion," with "complete discretion" or under a grant of similar authority or latitude), *except* to the extent such discretion is otherwise qualified herein, each Director shall be entitled to consider such interests and factors as such Director desires (including, the interests of such Director and such Director's Affiliates, employer, partners and their Affiliates), and shall have no duty or obligation to give any consideration to any interest of or factors affecting the Company, the Members or any other Person.

(e) Good Faith. Notwithstanding the foregoing, nothing herein shall be deemed a waiver of the implied covenant of good faith and fair dealing; *provided*, that any Person bringing, pleading or prosecuting any claim with respect to any action taken or decision or determination made by the Board (or any committee thereof) shall have the burden of proving that such action,

decision or determination was not taken or made in compliance with the implied covenant of good faith and fair dealing; *provided further*, that for the avoidance of doubt, this sentence shall not be deemed to increase or place any duty (including any fiduciary duty) other than the implied covenant of good faith and fair dealing on the Board or its Directors.

(f) Effect on Other Agreements. This Section 7.6 shall not in any way affect, limit or modify any Officer's or employee's liabilities or obligations under any employment agreement, consulting agreement, confidentiality agreement, noncompete agreement, nonsolicit agreement or any similar agreement with the Company or any of the Subsidiaries.

(g) Other. Nothing in this Agreement or any other current or future agreement shall limit this Section 7.6 or the intent of the parties set forth in the first sentence of this Section 7.6. This Section 7.6 supersedes any and all prior agreements and understandings with respect to the subject matter of this Section 7.6. No amendment or modification of this Agreement shall limit this Section 7.6 with respect to actions taken prior to such amendment.

### **Section 7.7. Indemnification.**

(a) To the fullest extent permitted by applicable law, the Company shall and does hereby agree to indemnify and hold harmless and pay all judgments and claims against any Director and each Member, any Affiliate thereof, and their respective officers, directors, employees, stockholders, partners (limited and/or general), managers, members, consultants or agents, and each officer of the Company (the "***Indemnified Parties***", each of which shall be a third party beneficiary of this Agreement solely for purposes of this Section 7.7), from and against any loss or damage incurred by them or by the Company or Subsidiaries for any act or omission taken or suffered by the Indemnified Parties (including, without limitation, any act or omission taken or suffered by any of them in reliance upon and in accordance with the opinion or advice of experts, including of legal counsel as to matters of law, of accountants as to matters of accounting, or of investment bankers or appraisers as to matters of valuation) in connection with the business of the Company or the Subsidiaries, including costs and reasonable attorneys' fees and any amount expended in the settlement of any claims or loss or damage, *except* with respect to which such Indemnified Party committed fraud, engaged in willful misconduct or willfully breached this Agreement, in each case as determined pursuant to a final, non-appealable judgment by a court of competent jurisdiction. To the fullest extent permitted by applicable law, no Indemnified Party in its capacity as a Director or a Member of the Company shall be liable, in damages or otherwise, to the Company, the Members or any of their Affiliates for any act or omission performed or omitted by any of them (including, without limitation, any act or omission performed or omitted by any of them in reliance upon and in accordance with the opinion or advice of experts, including, without limitation, of legal counsel as to matters of law, of accountants as to matters of accounting, or of investment bankers or appraisers as to matters of valuation), *except* with respect to which such Indemnified Party committed fraud, engaged in willful misconduct or willfully breached this Agreement, in each case as determined pursuant to a final, non-appealable judgment by a court of competent jurisdiction.

(b) The satisfaction of any indemnification obligation pursuant to this Section 7.7 shall be from and limited to Company assets (including insurance and any agreements

pursuant to which the Company, its officers or employees are entitled to indemnification) and no Member, in such capacity, shall be subject to any personal liability for such obligations.

(c) Expenses reasonably incurred by an Indemnified Party in defense or settlement of any claim that may be subject to a right of indemnification hereunder shall be advanced by the Company prior to the final disposition thereof upon receipt of an undertaking by or on behalf of such Indemnified Party to repay such amount to the extent that it shall be determined upon final adjudication by a court of competent jurisdiction after all possible appeals have been exhausted that such Indemnified Party is not entitled to be indemnified hereunder; *provided* that advancement shall not be available for any claim, action, suit or proceeding brought by an Indemnified Party.

(d) The Company shall purchase and maintain directors' and officers' liability insurance in amounts and on terms customary in the industry and reasonably acceptable to the Board of Directors. In addition, the Company may purchase and maintain insurance on behalf of one or more other Indemnified Parties and other Persons against any liability which may be asserted against, or expense which may be incurred by, any such Person in connection with the Company's activities, whether or not the Company would have the power to indemnify such Person against such liability under the provisions of this Agreement.

(e) The Company hereby acknowledges that the Directors have or may in the future have certain rights to indemnification, advancement of expenses and/or insurance provided by the Class A Members in connection with the Directors' service as Directors. The Company hereby agrees (i) that it is the indemnitor of first resort in connection with the Directors' service as Directors (i.e., its obligations to the Directors are primary and any obligation of the Class A Members to advance expenses or to provide indemnification for the same expenses or liabilities incurred by the Directors are secondary), (ii) that it shall be required, subject to the terms of this Agreement, to advance the full amount of expenses incurred by any Director and shall be liable for the full amount of all judgments, claims, losses and damages to the extent legally permitted and as required by this Agreement (or any other agreement between the Company and such Director), without regard to any rights such Director may have against the Class A Members, and (iii) that it irrevocably waives, relinquishes and releases the Class A Members from any and all claims against the Class A Members for contribution, subrogation or any other recovery of any kind in respect thereof. The Company further agrees that no advancement or payment by the Class A Members on behalf of any Director with respect to any claim for which such Director has sought indemnification from the Company shall affect the foregoing and the Class A Members shall have a right of contribution and/or be subrogated to the extent of such advancement or payment to all of the rights of recovery of such Director against the Company. The Directors shall be third party beneficiaries of this Agreement solely for purposes of this Section 7.7(e).

**Section 7.8. Independent Director.** A Majority-in-Interest of the Class A Members shall have the right to appoint an individual to the Board, who shall not be considered an "interested person" of the Company as such term is defined in the 1940 Act (such person, the "*Independent Director*").



## ARTICLE VIII TRANSFERS OF INTEREST BY MEMBERS

### Section 8.1. General.

(a) No Member shall Transfer or permit the Transfer of all or a portion of its Units except in accordance with the terms and conditions set forth in this Article VIII. No Transfer shall be effective until such time as all requirements of this Article VIII in respect thereof have been satisfied. Any Transfer or purported Transfer of all or any part of a Member's Units or any interest therein not made in accordance with this Agreement (such Transfer, a "***Void Transfer***") shall be null and void and of no force or effect whatsoever. Any amounts otherwise distributable under Article IV or Article IX in respect of Units that have been the subject of a Void Transfer may be withheld by the Company until the Void Transfer has been rescinded, whereupon the amount withheld (after reduction by any damages suffered by the Company attributable to such Void Transfer) shall be distributed without interest.

(b) Conditions to and Requirements for Transfer. In addition to the other requirements of this Article VIII, no Transfer of all or any part of a Unit in the Company may be made unless the proposed Transfer satisfies the following conditions as determined by the Board, in its sole discretion, following advice of the Company's counsel if such advice is determined by the Board, in its sole discretion, to be appropriate:

(i) the Transfer will not violate the Securities Act or any other applicable federal, state, non-United States securities or "blue sky" laws, rules or regulations (including any investor suitability standards);

(ii) the Transfer will not cause the Company to be an investment company required to be registered under the 1940 Act;

(iii) the Transfer will neither cause any material adverse consequences to obtaining or holding the licenses or permits necessary for the business of the Company or any of the Subsidiaries nor cause any material increase in or additional filings, notification or other additional material disclosure by the Company or the Subsidiaries with respect thereto;

(iv) holders of equity or warrants, including any Transferee, of the Company will be restricted to those Persons who either (x) provide IRS Form W-9 or IRS Form W-8IMY (including underlying IRS Forms W-9 and W-8 of beneficial owners) or another applicable IRS Form W-8 establishing that it is not, as of the date it becomes a Member, subject to withholding of U.S. federal tax by the Company on distributions or allocations of income or (y) establish to the reasonable satisfaction of the Board of Directors that the provision of such forms would cause material expense or adverse consequences to the Member and agree that such Member will not be entitled to any gross-up or indemnity for, and will be required to fund, on demand of the Company, any such taxes relating to such Member payable by the Company in excess of the amount of any contemporaneous

distribution to such Member and the Board of Directors reasonably determines that such Member will be able to satisfy such obligation;

(v) the Transfer will not cause the Company to be required to register its equity interests under the Exchange Act;

(vi) the Transfer will not cause some or all of the assets of the Company to be “plan assets” or the investment activity of the Company to constitute “prohibited transactions” under ERISA or the Code;

(vii) the Transfer will not violate any “know your customer” (KYC) laws, rules or regulations; *provided, however*, that the Transferring Member will be given a reasonable opportunity to provide all necessary information for the proposed Transferee to satisfy KYC laws, rules and regulations; *provided, further*, that, despite being given such reasonable opportunity, if the Transferring Member is unable to provide such information, this requirement shall not be deemed satisfied until such information has been provided;

(viii) neither the proposed Transferee nor any of its Affiliates (A) is engaged in business that is competitive in any material respect with the Company or is otherwise listed on Schedule C, (B) is a customer of the Company or a counterparty to any contract with the Company or (C) is a member, partner, shareholder or other owner of a Person described in the foregoing clause A or clause B; and

(ix) neither the proposed Transferee nor any of its Affiliates (A) is organized under the Laws of, or has a place of business in, a country or territory that is designated as a “Non-Cooperative Jurisdiction” by the Financial Action Task Force on Money Laundering; (B) is a Sanctioned Person, or has a director, officer or greater-than-10 percent shareholder that is a Sanctioned Person; (C) is a Person whose ownership directly or indirectly of any Units would cause any other Person to be in violation of any Sanctions or Anti-Money Laundering Laws; and (D) is a Person that has been convicted of a violation of Sanctions, Anti-Corruption Laws or Anti-Money Laundering Laws.

(c) Member Arrangements; Proxies, etc. Except as specifically contemplated hereby or with the written consent of a Majority-in-Interest of the Class A Members, in no event shall the Minority Members grant any proxy or enter into or agree to be bound by any voting trust with respect to any Units, nor shall the Minority Members enter into any member agreements or arrangements of any kind with any Person with respect to any Units, including but not limited to, agreements or arrangements with respect to the voting of Units, nor shall the Minority Members act, for any reason, as a member of a group or in concert with each other or any other Persons in connection with the voting of Units.

(d) Consequences of Transfers Generally.

(i) Any successor or Transferee of Units (x) shall be subject to and bound by the terms of this Agreement, (y) shall assume all obligations of the

Transferor under this Agreement relating to the Units that are the subject of such Transfer and (z) shall deliver a joinder in the form attached as Exhibit A to this Agreement, dated as of the date of such Transfer.

(ii) No proposed Transferee shall be admitted to the Company as a Member unless such Transfer shall be made in compliance with this Article VIII. Unless a proposed Transferee is admitted as a Member under this Section 8.1(d), such proposed Transferee (A) shall have none of the powers of a Member hereunder and shall have only such rights of an assignee under the Act as are consistent with this Agreement and (B) shall have no right to obtain or require any information or account of Company transactions, or to inspect the Company's books or to vote on or consent to Company matters. No proposed Transferee of a Member's Units shall become a Member unless such Transfer shall be made in compliance with this Section 8.1.

(iii) The Transfer of a Member's Units and the admission of a Transferee shall not be cause for dissolution of the Company.

(iv) The Transferor and the Units that are the subject of a Transfer shall remain subject to this Agreement, and the Transferee shall hold such Units subject to all unperformed obligations of the Transferor.

(v) The Company shall reflect each Transfer and admission authorized under this Article VIII (including any terms and conditions imposed thereon by the Board) by updating the Member Register to reflect such Transfer or admission.

(vi) Each Member agrees that such Member will, upon request of the Company, execute such certificates or other documents and perform such acts as the Company deems appropriate prior to, on or after a Transfer of such Member's Units to preserve the limited liability of the Members under the laws of the jurisdictions in which the Company is doing business or otherwise.

(vii) Upon the death, disability, dissolution, resignation or resignation in contravention of Section 10.1, or the bankruptcy of a Member (the "**Withdrawing Member**"), the Company shall have the right to treat such Member's successor(s)-in-interest as assignee(s) of such Member's Units, with none of the powers of a Member hereunder and with only such rights of an assignee under the Act as are consistent with this Agreement. For purposes of this Section 8.1(d)(vii), if a Withdrawing Member's Units are held by more than one Person ("**Assignees**"), the Assignees shall appoint one Person with full authority to accept notices and distributions with respect to such Units on behalf of the Assignees and to bind them with respect to all matters in connection with the Company or this Agreement.

(viii) Upon request of the Company, each Member agrees to provide to the Company information regarding its adjusted tax basis in its Units along with documentation substantiating such amount, and any other information,

documentation and certifications necessary for the Company to comply with any applicable section of the Code and the Regulations thereunder.

(e) Additional Filings. Upon the admission of a Transferee under this Section 8.1, the Company shall cause to be executed, filed and recorded with the appropriate Governmental Authorities such documents as may be required to accomplish such substitution.

## **Section 8.2. Sale of the Company.**

(a) Approved Sale. If a Majority-in-Interest of the Class A Members and the Board approve a sale of the Company, in a single transaction or a series of related transactions, to a purchaser pursuant to which (x) such purchaser proposes to acquire 50.1% or more of the outstanding Units (whether by merger, consolidation, recapitalization, reorganization, purchase of the outstanding Units or otherwise) or all or substantially all of the assets of the Company, and (y) all Members will receive (whether in such transaction or, with respect to an asset sale, upon a subsequent liquidation) their *pro rata* share of consideration at the same time and in the same form and amount of consideration per Unit as the Class A Members or, if any Member is given an option as to the form and amount of consideration to be received, all Members are given the same option; *provided, however*, in the event that any consideration that would be paid to Class A Members in connection with such Approved Sale is to be paid in a form other than cash, the Company may elect, in its sole discretion, to pay (or cause to be paid) to the holders of any non-Class A Units: (1) such holder's proportionate share of any such consideration, or (2) an amount in cash equal thereto, as determined the Board with reference to the value used by Ares Capital Corporation on its books and as reflected in its public filings, if applicable (such sale, an "***Approved Sale***"), each Member shall vote for, consent to and raise no objections against such Approved Sale and in connection therewith shall waive any claims related thereto, including claims relating to the fairness of the Approved Sale, the price paid for Units in such Approved Sale, the process or timing of the Approved Sale or any similar claims, regardless of the consideration being paid in such Approved Sale. If the Approved Sale is structured as a (i) merger or consolidation, each Member shall waive any dissenters' rights, appraisal rights or similar rights in connection with such merger or consolidation, (ii) sale of Units, each Member shall agree to sell all of such Member's Units or rights to acquire Units on the same terms and conditions approved and received by the Class A Members or (iii) sale of Company assets, each Member will, if applicable, vote in favor of such Approved Sale and any subsequent liquidation or other distribution of the proceeds therefrom on the same basis as approved by the Class A Members. The Company and each Member will take all necessary or desirable actions in furtherance of or in connection with the consummation of the Approved Sale as reasonably requested by a Majority-in-Interest of the Class A Members and/or the Board of Directors, including entering into agreements to effectuate the provisions of this Section 8.2, executing and delivering any applicable purchase agreement, merger agreement, indemnity agreement, escrow agreement, letter of transmittal or other agreements or documents governing or relating to such Approved Sale that the Company or a Majority-in-Interest of the Class A Members may reasonably request, pursuant to which all Members will agree to make the same customary representations as to ownership of their respective Units, power and authority to sell such Units as contemplated, and absence of conflicts with their respective obligations under the Sale Documents, and agree to the same customary covenants, indemnities and other terms and agreements on a several and not joint basis so long as the liabilities thereunder are borne on a *pro rata* basis based on the values of the Units of such Member being transferred in the Approved

Sale (the “**Sale Documents**”); *provided* that nothing contained herein shall require any Member to (A) provide indemnification in connection with any Approved Sale in excess of its *pro rata* share of the aggregate consideration payable to such Member in such Approved Sale, (B) make representations, warranties or covenants other than severally with respect to itself (and each Member shall only be required to make the customary representations set forth above), (C) in connection with being required to bear its proportionate share of any escrows, holdbacks or adjustments in respect of the purchase price or indemnification obligations, indemnify, other than severally (it being understood any holdback or escrow is deemed to be severally), any Person or Persons, and (D) agree to any non-competition, non-solicitation, no-hire or other similar restrictive covenants (other than confidentiality and non-use provisions that are no more restrictive than those set forth in this Agreement) in connection with such Approved Sale.

(b) Costs of an Approved Sale. Each Member will bear its *pro rata* share of the reasonable costs of such Approved Sale (including costs of securing a customary representation and warranty insurance policy in connection with such Approved Sale) to the extent such costs are incurred for the benefit of all Members and are not otherwise paid by the Company or the acquiring party, such that proceeds will be distributed pursuant to Section 4.1 after giving effect to such costs, as determined by the Board of Directors. For purposes of this Section 8.2(b), costs incurred in exercising reasonable efforts to take all actions in connection with the consummation of an Approved Sale in accordance with Section 8.2(a) shall be deemed to be for the benefit of all Members. Costs incurred by Members on their own behalf will not be considered costs of the transaction hereunder.

(c) Further Assurances. No Member shall (A) take any action that would, or would reasonably be expected to, materially delay, prevent, impede or interfere with the completion of any Approved Sale, (B) assert, to the extent that an advance waiver is permitted by applicable non-waivable law, at any time, any claim against the Company or any other Member (including any Class A Member) in connection with such Approved Sale or (C) *except* to the extent that it is required to be disclosed by any applicable Law or legal process or by the rules of any Governmental Authority, disclose to any Person (other than its Affiliates, and its and their respective officers, directors, employees, representatives and advisors) any information related to such Approved Sale (including the fact that discussions or negotiations are taking place concerning such Approved Sale, or any of the terms, conditions or other facts with respect to such Approved Sale).

(d) Approved Sale Closing Deliveries. At the closing of any Approved Sale, each Member shall deliver at such closing, against payment of the consideration therefor in accordance with the terms of the Sale Documents, certificates or other documentation (or other evidence thereof reasonably acceptable to the Transferee of such Units) representing its Units to be sold, duly endorsed for transfer or accompanied by duly endorsed stock or unit powers, and such other documents as are necessary to effectuate the proper Transfer of such Units on the books of the Company, free and clear of any Liens (other than Liens imposed by this Agreement, the Certificate or applicable law).

(e) Appointment of Seller Representative. In connection with any Approved Sale, unless otherwise determined by a Majority-in-Interest of the Class A Members, each Member will constitute and appoint one of the Class A Members, any of its Affiliates or other third party

as may be designated by a Majority-in-Interest of the Class A Members (the “***Seller Representative***”) as his, her or its representative, agent and attorney-in-fact with full power of substitution to make all decisions and execute documents on behalf of such Member required to facilitate the consummation of the Approved Sale, the administration of and carrying out of the terms of agreements governing such Approved Sale, in each case in a manner such that all Members are treated substantially the same, including the power (i) to give and receive all notices and communications to be given or received under the terms of any Sale Documents and to receive service of process in connection with any claims under the Sale Documents; (ii) to make decisions on behalf of the Members with respect to the Approved Sale, including regarding (A) adjustments to the purchase price, (B) indemnification claims, (C) amendments to the Sale Documents and (D) the defense of third-party suits that may be the subject of indemnification claims, and to negotiate, enter into settlements and compromises of, and demand litigation or arbitration with respect to such third-party suits or claims by any purchaser for indemnification; and (iii) to receive funds, make payments of funds authorized by any affected Member, and give receipts for funds or to receive funds for the payment of expenses of the Members or to deposit such funds in such accounts as the Seller Representative deems necessary and apply such funds in payment for such expenses. The Seller Representative shall not be liable to any Member in its capacity as the Seller Representative for any liability of a Member or for any error of judgment, or any act done, taken or omitted by it in good faith or for any mistake in fact or law, or for anything which it may do or refrain from doing in connection with the agreements related to such Approved Sale, unless such action or failure to act constitutes fraud or willful misconduct on the part of the Seller Representative. The Members shall severally, but not jointly, *pro rata* in accordance with their respective proceeds from such Approved Sale, indemnify and hold harmless the Seller Representative from any and all losses, liabilities and expenses (including the reasonable fees and expenses of counsel) arising out of or related to the Seller Representative’s service as the Seller Representative, *except* to the extent such losses, liabilities or expenses resulted from the Seller Representative’s fraud or willful misconduct.

(f) Approved Sale Notice. The Class A Members may elect to give notice (the “***Approved Sale Notice***”) to each of the other Members of any Approved Sale following the acceptance of an offer with respect to such Approved Sale. The Approved Sale Notice shall set forth the number of Units or assets proposed to be so acquired, the name of the acquiring Person, the proposed amount and form of consideration, and any other material terms and conditions of the offer. The Class A Members shall notify the other Members at least ten (10) Business Days in advance of the consummation of the Approved Sale. If the Approved Sale has not been consummated by the Approved Sale Outside Date (as defined below), the Class A Members must deliver another Approved Sale Notice in order to exercise their rights under this Section 8.2 with respect to any Approved Sale. For purposes of this Section 8.2, the “***Approved Sale Outside Date***” shall mean the date that is (i) one-hundred-eighty (180) days from the date of the Approved Sale Notice or (ii) if the Approved Sale has not been consummated within the time period specified in clause (i) solely because any regulatory approvals required for the consummation of the Approved Sale have not yet been obtained, then the earlier of (A) five (5) Business Days following the receipt of such required regulatory approvals or (B) three-hundred-sixty-five (365) days from the date of the Approved Sale Notice. If the Approved Sale is terminated prior to the consummation thereof, the Class A Members shall notify the other Members of such termination promptly, and in no event later than the fifth (5th) Business Day following such termination.

### Section 8.3. Tag-Along Rights.

(a) Tag-Along Transaction. If any Member or Members who, individually or collectively with its Affiliates, holds 50.1% or more of the total issued and outstanding Class A Units of the Company (each, an “**Initiating Tag Holder**”) shall propose to Transfer to a purchaser (which Transfer has been approved by the Board) (a “**Tag-Along Transaction**”) any number of Class A Units held by such Initiating Tag Holder, the Initiating Tag Holder (or a designated representative acting on their behalf) shall deliver written notice (a “**Tag-Along Notice**”) to the other Members (the “**Tag-Along Members**”) and the Company, in accordance with Section 10.1, at least ten (10) Business Days prior to the consummation of such Tag-Along Transaction, offering the Tag-Along Members the opportunity to participate, on a *pro rata* basis (based on the relative ownership of Units held by the Initiating Tag Holder and all Tag-Along Members electing to sell Units in the Tag-Along Transaction), in such Tag-Along Transaction on the terms and conditions set forth in the Tag-Along Notice (which terms and conditions shall be the same as those terms and conditions applicable to the Initiating Tag Holder, *except* as to the number of Units proposed to be sold and such other changes made on account of the Tag-Along Members participating in the Tag-Along Transaction, *provided* that such changes do not adversely and disproportionately affect the Tag-Along Members as compared to the Initiating Tag Holder). The Tag-Along Notice shall contain a general description of the material terms and conditions of the Tag-Along Transaction, including the identity of the parties to the proposed Tag-Along Transaction, the total number of Units proposed to be sold and the proposed amount and form of consideration payable in connection therewith.

(b) Election to Participate. Each Tag-Along Member may, by written notice to the Initiating Tag Holders (or their designated representative) delivered within three (3) Business Days after delivery of the Tag-Along Notice to such Tag-Along Member (the “**Tag-Along Notice Period**”), elect to sell any or all of the Units held by such Tag-Along Member in such Tag-Along Transaction, on the terms and conditions set forth in the Tag-Along Notice; *provided, however*, that if such proposed Transferee desires to purchase a certain number of Units that is less than the aggregate number of Units proposed to be sold by the Initiating Tag Holders and any Tag-Along Members electing to sell Units held by such Tag-Along Member(s) in the Tag-Along Transaction, then each Initiating Tag Holder and each Tag-Along Member shall have the right to include its pro rata portion (based on the Percentage Interest held by the Initiating Tag Holders and all Tag-Along Members electing to sell Units in the Tag-Along Transaction as of the date of the Tag-Along Notice) of the Units to be Transferred to the proposed Transferee on the same terms and conditions as the Initiating Tag Holders in exchange for the pro rata portion of consideration to be received by the Initiating Tag Holders. Failure to respond within the Tag-Along Notice Period shall be regarded as a rejection of the offer made pursuant to the Tag-Along Notice and a waiver by such Tag-Along Member of its rights under this Section 8.3 only with respect to applicable Tag-Along Transaction.

(c) Further Assurances. In connection with any Tag-Along Transaction in which any Tag-Along Member elects to participate pursuant to this Section 8.3, each such Tag-Along Member will take all necessary or desirable actions reasonably requested by the Initiating Tag Holders and/or the Company in connection with the consummation of such Tag-Along Transaction, including executing and delivering the applicable purchase agreement, merger agreement, indemnity agreement, escrow agreement, letter of transmittal or other agreements or

documents governing or relating to such Tag-Along Transaction that the Company, the Initiating Tag Holders or the Transferee in such Tag-Along Transaction may reasonably request (collectively, such agreements, letter of transmittal or other agreements or documents, the “***Tag-Along Transaction Documents***”), pursuant to which such Initiating Tag Holder and Tag-Along Member shall agree to make the same customary representations as to ownership of their respective Units, power and authority to sell such Units as contemplated, and absence of conflicts with their respective obligations under the Sale Documents, and agree to the same customary covenants, indemnities and agreements on a several and not joint basis so long as the liabilities thereunder are borne on a pro rata basis based on the values of the Units of such Member being transferred in the Tag-Along Transaction, *provided* that nothing contained herein shall require any Member to (i) provide indemnification in connection with any Tag-Along Transaction in excess of its pro rata share of the aggregate consideration payable to such Member in such Tag-Along Transaction and (ii) indemnify, other than severally, any Person or Persons in connection with being required to bear its proportionate share of any escrows, holdbacks or adjustments in respect of the purchase price or indemnification obligations (it being understood any holdback or escrow is deemed to be severally), in connection with such Tag-Along Transaction. No Tag-Along Member shall (A) take any action that would materially delay, prevent, impede or interfere with the completion of any Tag-Along Transaction, (B) assert, to the extent that an advance waiver is permitted by applicable non-waivable law, at any time, any claim against the Company or any other Member (including any Initiating Tag Holder) in connection with such Tag-Along Transaction, or (C) *except* to the extent that it is required to be disclosed by any applicable Law or legal process or by the rules of any Governmental Authority, disclose to any Person (other than its Affiliates, and its and their respective officers, directors, employees, representatives and advisors) any information related to such Tag-Along Transaction (including the fact that discussions or negotiations are taking place concerning such Tag-Along Transaction, or any of the terms, conditions or other facts with respect to such Tag-Along Transaction). If requested by the Initiating Tag Holders, the Tag-Along Members shall constitute and appoint a Seller Representative in connection with the Tag-Along Transaction, in accordance with Section 8.2(e).

(d) Tag-Along Closing Deliveries. At the closing of any Tag-Along Transaction in which any Tag-Along Member has exercised its rights under this Section 8.3, such Tag-Along Member shall deliver at such closing, against payment of the consideration therefor in accordance with the terms of the Tag-Along Transaction Documents, certificates or other documentation (or other evidence thereof reasonably acceptable to the Transferee of such Units) representing its Units to be sold, duly endorsed for Transfer or accompanied by duly endorsed stock powers, and such other documents necessary for the proper Transfer of such Units on the books of the Company, free and clear of any Liens (other than Liens imposed by this Agreement, the Certificate or applicable law).

(e) Costs of a Tag-Along Transaction. Each Initiating Tag Holder and each Tag-Along Member electing to participate in a Tag-Along Transaction will bear its pro rata share (based upon the relative number of Units to be sold by each such Person in such Tag-Along Transaction) of the costs and expenses of any such Tag-Along Transaction (including costs of securing a customary representation and warranty insurance policy in connection with such Tag-Along Transaction) to the extent such costs and expenses are incurred for the benefit of all such Members and are not otherwise paid by the Company or the Transferee. Costs and expenses



incurred by any such Tag-Along Member on its own behalf will not be considered costs of the Tag-Along Transaction and will be borne solely by such Member.

(f) Breach of Tag-Along Obligations. If any Tag-Along Member electing to participate in a Tag-Along Transaction breaches any of its obligations under this Section 8.3 or under any of the Tag-Along Transaction Documents, then such Tag-Along Member will not be permitted to participate in such Tag-Along Transaction and the Initiating Tag Holders can proceed to close such Tag-Along Transaction excluding the sale of such Tag-Along Member's Units therefrom.

(g) Exclusion of Debt Transactions. In no event shall any Tag-Along Member have any rights under this Section 8.3 or otherwise with respect to a sale or other transaction by any Initiating Tag Holders with respect to any debt securities or other indebtedness of the Company.

(h) Outside Date. For purposes of this Section 8.3, "**Tag-Along Outside Date**" shall mean the date that is (i) one-hundred-eighty (180) days from the date of the Tag-Along Notice or (ii) if the Tag-Along Transaction has not been consummated within the time period specified in clause (i) solely because any regulatory approvals required for the consummation of the Tag-Along Transaction have not yet been obtained, then the earlier of (A) five (5) Business Days following the receipt of such required regulatory approvals or (B) three-hundred-sixty-five (365) days from the date of the Tag-Along Notice. If the Tag-Along Transaction has not been consummated by the Tag-Along Outside Date, the Initiating Tag Holder must deliver another Tag-Along Notice in order to exercise their rights under this Section 8.3 with respect to any Tag-Along Transaction. If the Tag-Along Transaction is terminated prior to the consummation thereof, the Initiating Tag Holders shall notify the Tag-Along Members of such termination promptly, and in no event later than the fifth (5th) Business Day following such termination.

#### **Section 8.4. Right of First Offer.**

(a) Subject to the other provisions of this Article VIII, in the event that any Minority Member proposes to Transfer any or all Class A Units held by it to any Person, other than to another Member or a Permitted Transferee, in one transaction or series of related transactions, then such Minority Member (a "**Selling Holder**") shall, prior to the execution of such Transfer of Units, deliver to the Class A Members a written notice (a "**ROFO Notice**") containing the following information:

(i) The number of Units that the Selling Holder desires to sell (the "**ROFO Units**");

(ii) The price at which the Selling Holder proposes to sell such ROFO Units (the "**Offer Price**") and, in reasonable detail, the terms of payment and all other terms and conditions of such offer;

(iii) A list of the Persons to whom the Selling Holder intends to offer the Units; and

(iv) The proposed closing date for the transaction, which shall be not less than forty-five (45) calendar days or more than seventy-five (75) calendar days (the “**ROFO Outside Date**”) after the date of delivery of the ROFO Notice.

(b) The ROFO Notice shall constitute an irrevocable offer by the Selling Holder to sell to the Class A Members the ROFO Units at the price and on the terms set forth in the ROFO Notice. The Class A Members may elect to purchase, by written notice (a “**ROFO Exercise Notice**”) to the Selling Holder at any time during the thirty (30) calendar days following their receipt of the ROFO Notice, all (but not less than all) of the ROFO Units for cash at the price and upon the terms and conditions set forth in the ROFO Notice. In such case, the consummation of the purchase must be consummated on or prior to the ROFO Outside Date. If no Class A Member submits a ROFO Exercise Notice within thirty (30) calendar days of receipt of the ROFO Notice, then the Selling Holder shall be permitted to sell such ROFO Units to a third-party prospective purchaser for at least 98% of the Offer Price and otherwise on the same terms (other than *de minimis* changes) as those set forth in the ROFO Notice on or prior to the ROFO Outside Date; *provided*, that such third-party prospective purchaser must have been listed in the ROFO Notice required under Section 8.4(a)(iii).

(c) In the event that the Selling Holder has not sold the ROFO Units prior to or as of the ROFO Outside Date in accordance with the terms of this Section 8.4, then the Selling Holder shall not thereafter be permitted to sell any Units without first repeating the foregoing procedures.

**Section 8.5. Effect of Transfer.** Any Member who shall Transfer any Units or other interest in the Company shall cease to be a Member of the Company in respect of such Units or other interest in the Company and shall no longer have any rights or privileges of a Member in respect of such Units or other interest. Any Person who acquires in any manner whatsoever any Units or other interest in the Company, irrespective of whether such Person has accepted and adopted in writing the terms and provisions of this Agreement, shall be deemed by the acceptance of the benefits of the acquisition thereof to have agreed to be subject to and bound by all of the terms and conditions of this Agreement that any predecessor in such Units was subject to or by which such predecessor was bound as if originally a party to this Agreement.

**Section 8.6. Other Transfer Requirements.**

(a) Delivery of Joinders. Except as otherwise approved in writing by the Board of Directors, each Transferee of Units or other interests in the Company shall, as a condition precedent to the effectiveness of such Transfer, execute a joinder to this Agreement in the form of Exhibit A pursuant to which such Transferee shall agree to be bound by the provisions of this Agreement and the other applicable Transaction Documents.

(b) Legal Opinion. No Transfer of Units or other interest in the Company may be made unless in the opinion of counsel, satisfactory in form and substance to the Board of Directors (which opinion requirement (x) may be fulfilled by an opinion issued by in-house counsel of any Member that is a fund or (y) may be waived by the Board of Directors or a Majority-in-Interest of the Class A Members), such Transfer would not violate the provisions of

Sections 8.1(b)(i), 8.1(b)(ii), 8.1(b)(iv), and 8.1(b)(v). Such opinion of counsel shall be delivered in writing to the Company prior to the date of the Transfer.

**Section 8.7. Transfer Fees and Expenses.** Except as expressly provided herein, the Transferor and Transferee of any Units or other interest in the Company shall be severally and not jointly obligated to reimburse the Company for all reasonable expenses (including attorneys' fees and expenses) of any Transfer or proposed Transfer, whether or not consummated.

**Section 8.8. Void Transfers.** Any Transfer by any Member of any Units or other interest in the Company in contravention of this Agreement (including the failure of the Transferee to execute a joinder in accordance with Section 8.6(a)) or any other Transaction Document shall be void and ineffectual and shall not bind or be recognized by the Company or any other party hereto. The Company shall not record such Transfer on its books or treat any purported Transferee of such Units or other interest in the Company as the owner of such securities for any purpose. No purported assignee shall have any right to any distributions of the Company unless otherwise approved in writing by the Board of Directors.

**Section 8.9. No Circumvention of Unit Transfer Restrictions.**

(a) Each Member agrees that the Transfer restrictions in this Agreement may not be purposefully avoided by the holding of Units directly or indirectly through a Person that can itself be sold in order to dispose of an interest in Units free of such restrictions or otherwise. Any Transfer of any Units (or other interest) resulting in any change in the control, directly or indirectly, of a Member or of any other Person having control, directly or indirectly, over such Member (unless such change in control results in control of the applicable Person being transferred to a Permitted Transferee of such Person or of the Member), shall be treated as being a Transfer of the Units held by such Member, and the provisions of this Agreement that apply in respect of the Transfer of Units shall thereupon apply in respect of the Units so held.

(b) Notwithstanding anything to the contrary herein, if any Member is an entity that was formed solely for the purpose of acquiring and/or holding Units or any other Company Interests or that has no substantial assets other than Units or any other Company Interests, such Member agrees that its common stock, membership interests, partnership interests or other equity interests (and common stock, membership interests, partnership interests or other equity interests in any similar entities controlling such Member) (the "***HoldCo Equity***"), if certificated, will note the restrictions contained in this Article VIII, and the operating agreement or similar agreement governing the transfer of such HoldCo Equity will include a covenant of the equityholders of such Member not to transfer the HoldCo Equity in a manner inconsistent with or that seeks to avoid the restrictions contained in this Article VIII.

**Section 8.10. Holdback Agreement.** No Member shall effect any Transfer or distribution of any Units or of any other Units during the seven days prior to, and the 180-day period beginning on, the effective date of the initial Public Offering (and the 90-day period beginning on the effective date of any other underwritten Public Offering), *except* as part of such underwritten Public Offering or unless otherwise permitted by the Board of Directors or the Class A Members.

### **Section 8.11. Reorganization of the Company; Public Offering.**

(a) The Board may, in order to facilitate a Public Offering, or for other reasons that the Board deems to be in the best interests of the Company and/or its Members, cause the Company to incorporate its business, or any portion thereof or reorganize its business into a different type of entity (e.g., foreign or domestic limited partnership or similar type of entity), *provided* that each Member is treated fairly and equitably and in the same manner as all other Members with respect to such reorganization by (i) the Transfer of all of the assets of the Company, subject to the Company's liabilities, or the transfer of any portion of such assets and liabilities, to one or more entities in exchange for shares (or similar ownership interests) of such entity or entities and the subsequent distribution of such shares (or similar ownership interests), at such time as the Board may determine, to the Members on a *pro rata* basis, (ii) conversion of the Company into a corporation pursuant to §18-216 of the Act (or any successor section thereto) or conversion of the Company into another entity, (iii) Transfer by each Member of Units held by such Member to one or more entities in exchange for shares (or similar ownership interests) of such entity or entities (including by merger of the Company into a corporation) or (iv) causing an entity to be admitted as a Member of the Company, with such entity purchasing Units in the Company from the Company or the Members (as determined by the Board) with the proceeds of a Public Offering of the entity's stock (or similar ownership interests) and, in connection therewith, each Member agrees to the Transfer of its Units in accordance with the terms of exchange as provided by the Board and further agrees that as of the effective date of such exchange any Unit outstanding thereafter which shall not have been tendered for exchange shall represent only the right to receive a certificate representing the number of shares (or similar ownership interests) of such entity or entities as provided in the terms of such exchange.

(b) In connection with any such reorganization or exchange as provided in this Section 8.11, the Board may determine what securities or other property the Units will be converted to or exchanged for in such reorganization or exchange; *provided* that each Member shall receive the same form of securities and/or other property and the same amount of securities and/or other property per Unit and if any holders of non-Class A Units are given an option as to the form and amount of securities to be received, each other holder of non-Class A Units shall be given the same option.

(c) The Company shall pay any and all organizational, legal and accounting expenses and filing fees incurred in connection with such reorganization transaction, *provided* that each Member shall pay its own fees related to a filing under the Hart-Scott-Rodino Anti-Trust Improvements Act of 1976, as amended, if applicable. It is the intent of the Members that the conversion of the Company into corporate or other entity form and the conversion or reorganization of any of the Company's operating divisions, whether currently existing or existing in the future, into corporate or other entity form are part of the Members' original investment decision in respect of the Units of the Members. In connection with any such reorganization or change, no Member shall have the right or power to veto, vote for or against, amend, modify or delay any such reorganization or exchange. Further, each Member shall execute and deliver any documents and instruments and perform any additional acts that may be necessary or appropriate, as determined by the Board, to effectuate and perform any such reorganization or change.

(d) In the event that the Board or a Majority-in-Interest of the Class A Members approves an initial Public Offering, the Members shall take all necessary or desirable actions reasonably requested by the Board or a Majority-in-Interest of the Class A Members in connection with the consummation of such Public Offering, including consenting to, voting for and waiving any dissenters rights, appraisal rights or similar rights with respect to any reorganization or recapitalization of the Company pursuant to the terms of this Section 8.11 and compliance with the requirements of all laws and regulatory bodies that are applicable or that have jurisdiction over such Public Offering. In the event that such Public Offering is an underwritten offering and the managing underwriters advise the Company in writing that in their opinion the Company's capital structure would adversely affect the marketability of the offering, each holder of Units shall consent to and vote for a recapitalization, reorganization or exchange (each, a "***Recapitalization***") of any Units into Securities that the managing underwriters, the Board and a Majority-in-Interest of the Class A Members find acceptable and shall take all necessary and desirable actions in connection with the consummation of such Recapitalization; *provided* that each Member shall receive the same type of security with the same value per Unit (other than differences based upon differences in the amount of yield accrued on such Units since their respective dates of issuance).

(e) Subject to the provisions of this Agreement, the Company may, with the approval of the Board and without the need for any further act, vote or approval of any Member or class or group of Members, merge with, or consolidate into, another limited liability company (organized under the laws of Delaware or any other state), a corporation (organized under the laws of Delaware or any other state) or other business entity (as defined in Section 18-209(a) of the Act), regardless of whether the Company or such other entity is the survivor. If a merger is used as a means of effecting the intent of Section 8.11(a) of this Agreement, then the provisions of that Section shall instead apply to such transaction. Section 18-210 of the Act (entitled "Contractual Appraisal Rights") shall not apply or be incorporated into this Agreement and the Members hereby waive any rights under such section of the Act.

#### **Section 8.12. Piggyback Registration Rights.**

(a) Subject to the terms of this Agreement, if the Company at any time proposes for any reason to register any of its Units, either for its own account or the account of a Member, on a form that would be suitable for registration involving Units (except with respect to registration statements on Form S-4 or Form S-8 promulgated under the Securities Act or any comparable or successor forms thereto), the Company will (i) promptly give each Member written notice of such proposed registration and (ii) subject to Section 8.12(b), include in such registration, and in any underwriting involved therein, all the Units specified in a written request delivered to the Company by any such Member within thirty (30) days after the Company delivers such written notice.

(b) In the event the underwriter's representative advises, in writing, the Company and Members seeking registration pursuant to this Section 8.12 that market factors (including the aggregate number of Units requested to be registered in such registration, the general condition of the market and the status of the Persons proposing to sell securities pursuant to the registration), require a limitation of the number of Units to be underwritten, the underwriter's representative (subject to the allocation priority in Section 8.12(c) below) may:

(i) in the case of an initial Public Offering, exclude some or all of the Units from such registration and underwriting in the manner set forth in Section 8.12(c); and

(ii) in the case of any registration subsequent to an initial Public Offering: (A) limit the number of Units requested to be included in such registration and underwriting as advised by the underwriter's representative in such registration; and (B) limit the number of Units requested to be included in such registration and underwriting to not less than [●]% of all securities included in such registration;

*provided*, that, in the event the underwriter's representative requires a limitation of the number of Units to be underwritten, such limitation shall first apply to the Units to be included in such registration that are not registrable, and, if after the application of such limitation, the underwriter's representative further requires a limitation of the number of Units to be underwritten then such limitation shall apply to the Units that are registrable.

(c) In the event that the underwriter's representative limits the number of Units to be included in a registration statement pursuant to Section 8.12(b), the number of Units that may be included in such registration and underwriting shall be included, subject to Section 8.12(b), in the following order: (i) *first* the Class A Units, *pro rata* among the Class A Members thereof based upon the number of Class A Units requested to be registered by each such Class A Member, and (ii) *second*, any other Units *pro rata* among the Members thereof based upon the number of Units requested to be registered by each such Member.

## ARTICLE IX RESIGNATION OF MEMBERS; TERMINATION OF COMPANY; LIQUIDATION AND DISTRIBUTION OF ASSETS

**Section 9.1. Resignation of Members.** Except as otherwise specifically permitted in this Agreement, a Member may not resign or withdraw from the Company unless approved by the Board (or if the Board of Directors shall have resigned, a Majority-in-Interest of the Class A Members). The Board of Directors (or, if the Board of Directors shall have resigned, a Majority-in-Interest of the Class A Members) shall reflect any such resignation or withdrawal by preparing an amendment to this Agreement, dated as of the date of such resignation or withdrawal, and the resigning or Withdrawing Member (or such Member's successors-in-interest) shall have none of the powers of a Member hereunder and shall only have such rights of an assignee of a limited liability company interest under the Act as are consistent with the other terms and provisions of this Agreement and with no other rights under this Agreement. Any Member resigning or withdrawing in contravention of this Section 9.1 shall indemnify, defend and hold harmless the Company, the Board of Directors and all other Members from and against any losses, expenses, judgments, fines, settlements or damages suffered or incurred by the Company or any such other Member arising out of or resulting from such resignation or withdrawal.

**Section 9.2. Dissolution of Company.**

(a) The Company shall be dissolved, wound up and terminated as provided herein upon the first to occur of the following:

- (i) a decree of dissolution of the Court of Chancery of the State of Delaware pursuant to Section 18-802 of the Act;
- (ii) the determination of the Board of Directors to dissolve the Company; or
- (iii) the occurrence of any other event that would make it unlawful for the business of the Company to be continued.

Except as expressly provided herein or as otherwise required by the Act, the Members shall have no power to dissolve the Company.

(b) In the event of the dissolution of the Company for any reason, the Board of Directors or a liquidating agent or committee appointed by the Board of Directors shall act as a liquidating agent (the Board of Directors or such liquidating agent or committee, in such capacity, is hereinafter referred to as the “**Liquidator**”) and shall commence to wind up the affairs of the Company and to liquidate the Company assets. The Members shall continue to share all income, losses and distributions during the period of liquidation in accordance with Article IV. The Liquidator shall have full right and unlimited discretion to determine the time, manner and terms of any sale or sales of Company assets pursuant to such liquidation, giving due regard to the activity and condition of the relevant market and general financial and economic conditions, *provided* that the Liquidator shall be bound in all respects by the implied covenant of good faith and fair dealing.

(c) The Liquidator shall have all of the rights and powers with respect to the assets and liabilities of the Company in connection with the liquidation and termination of the Company that the Board of Directors would have with respect to the assets and liabilities of the Company during the term of the Company, and the Liquidator is hereby expressly authorized and empowered to execute any and all documents necessary or desirable to effectuate the liquidation and termination of the Company and the Transfer of any Company assets, *provided* that the Liquidator shall be bound in all respects by the implied covenant of good faith and fair dealing.

(d) Notwithstanding the foregoing, a Liquidator which is not a Member shall not be deemed a Member and shall not have any of the economic interests in the Company of a Member; and such Liquidator shall be compensated for its services to the Company at normal, customary and competitive rates for its services to the Company, as reasonably determined by the Board of Directors.

**Section 9.3. Distribution in Liquidation.** The Company’s assets shall be applied in the following order of priority:

(a) *first*, to pay the costs and expenses of the winding up, liquidation and termination of the Company;

(b) *second*, to creditors of the Company, in the order of priority provided by law; and

(c) *third*, the remainder to the Members in accordance with Section 4.1.

*provided*, that if the Liquidator, in its reasonable discretion, acting in good faith, determines that Company assets other than cash are to be distributed, then the Liquidator shall cause the Value of the assets not so liquidated to be determined (with any such determination normally made by the Board of Directors in accordance with the definition of “Value” being made instead by the Liquidator). Such assets shall be retained or distributed by the Liquidator as follows:

(i) the Liquidator shall retain assets having a value, net of any liability related thereto, equal to the amount by which the cash net proceeds of liquidated assets are insufficient to satisfy the requirements of clauses (a) and (b) of this Section 9.3; and

(ii) the remaining assets shall be distributed to the Members in the manner specified in clause (c) of this Section 9.3.

(d) If the Liquidator, in its reasonable discretion, acting in good faith, deems it not feasible or desirable to distribute to each Member its allocable share of each asset, the Liquidator may allocate and distribute specific assets to one or more Members as the Liquidator shall reasonably determine to be fair and equitable, taking into consideration, *inter alia*, the Value of such assets and the tax consequences of the proposed distribution upon each of the Members (including both distributees and others, if any). Any distributions in-kind shall be subject to such conditions relating to the disposition and management thereof as the Liquidator deems reasonable and equitable.

**Section 9.4. Rights of Members.** Each Member shall look solely to the Company’s assets for all distributions with respect to the Company and such Member’s Capital Contribution (including return thereof), and such Member’s share of profits or losses thereon, and shall have no recourse therefor (upon dissolution or otherwise) against any other Member or the Board of Directors, *except* in the case of fraud on the part of a Member, the Board or any Director. No Member shall have any right to demand or receive property other than cash upon dissolution and termination of the Company.

**Section 9.5. Termination.** The Company shall terminate when all property owned by the Company shall have been disposed of and the assets shall have been distributed as provided in Section 9.3. The Liquidator shall then execute and cause to be filed a Certificate of Cancellation of the Company with the Secretary of State of the State of Delaware.

## ARTICLE X NOTICES; VOTING; INFORMATION RIGHTS

### **Section 10.1. Notices.**

(a) All notices, requests, demands, claims and other communications provided for under this Agreement shall be in writing. Any notice, request, demand, claim or other



communication hereunder shall be sent by (i) personal delivery (including receipted courier service) or overnight delivery service to the intended recipient at the address set forth below, (ii) facsimile or electronic mail to the facsimile number or email address of the intended recipient set forth below (*provided* that a copy is also sent by another permitted method), (iii) nationally recognized overnight delivery courier service to the intended recipient at the address set forth below or (iv) registered or certified mail, return receipt requested, postage prepaid, to the intended recipient at the address set forth below:

(i) If to the Company, at its principal place of business indicated herein, or at such other address as the Company may hereafter designate by written notice to the Members, with a copy (which shall not constitute notice) to:

V SandCo, LLC

Attn: [•]

[•]

[•], [•] [•]

Phone: [•]

Email: [•]

(ii) If to any Class A Member, to such Class A Member at its address set forth on the books and records of the Company, or at such other address as such Class A Member may hereafter designate by written notice to the Company, in each case, with a copy (which shall not constitute notice) to:

Ares Capital Corporation

245 Park Avenue, 44th Floor,

New York, New York 10167

Attn: General Counsel

Facsimile No. (212) 750-1777

E-mail: arccgeneralcounsel@aresmgmt.com

and

Ares Capital Corporation

200 Crescent Court, Ste. 1425

Dallas, TX 75201

Attn: Owen Hill; Joseph Allio

Phone: (214) 302-0088; (214) 302-0109

Email: ohill@aresmgmt.com; jallio@aresmgmt.com

and

Sidley Austin LLP

Attn: Marc Rose

2021 McKinney Avenue, Suite 2000

Dallas, TX 75201

Phone: (214) 981-3408  
Email: mrose@sidley.com

and

Sidley Austin LLP  
Attn: Herschel Hamner  
1000 Louisiana Street, Suite 5900  
Houston, TX 77002  
Phone: (713) 495-4513  
Email: hhamner@sidley.com

(iii) If to any other Member, to such Member at its address set forth on the books and records of the Company, or at such other address as such Member may hereafter designate by written notice to the Company.

(b) Notices shall be deemed to have been received: (i) if given by personal delivery or by electronic mail, on the day given, if given before 5:00 p.m. local time on a Business Day in the jurisdiction of the intended recipient; otherwise on the next Business Day, *provided* that receipt of any electronic mail is confirmed by written evidence of delivery of electronic mail or written acknowledgment of receipt thereof by the recipient; (ii) if given by nationally recognized overnight delivery courier service, on the date of delivery indicated in the records of such courier service; and (iii) if given by registered or certified mail, return receipt requested, postage prepaid, on the date of delivery indicated on the return receipt.

**Section 10.2. Voting.** Any action requiring the affirmative vote of a Supermajority-in-Interest or a Majority-in-Interest of the Class A Members under this Agreement, unless otherwise specified herein, may be taken by vote at a meeting or, in lieu thereof, by written consent of a Supermajority-in-Interest or a Majority-in-Interest of the Class A Members, as applicable. Except as otherwise required by law, an owner of Units entitled to vote may vote any portion of the Units in any manner (e.g., for, against or abstain) the Member chooses. If a Member votes without designating the number or proportion of Units voted in a particular manner, the Member shall be deemed to have voted all of the Units in that way.

## **ARTICLE XI AMENDMENT OF AGREEMENT**

**Section 11.1. Amendments.** Subject to Sections 3.1(c), 6.6 and 11.2, amendments to this Agreement may be made only if embodied in an instrument signed by the Class A Members holding more than 50% of all Class A Units issued and outstanding at such time. The Company shall, promptly following the effectiveness of any amendment, send to each Member a copy of such amendment to this Agreement.

**Section 11.2. Amendments by the Board.** The Board, without the consent or approval at any time of any Member (each Member, by acquiring its Units, being deemed to consent to any such amendment), may amend any provision of this Agreement, and may execute, swear to, acknowledge, deliver, file and record all documents required or desirable in connection therewith, to reflect:

(a) Change in Name or Location. A change in the name of the Company or the location of the principal business of the Company.

(b) Change in Members. The admission, dilution, substitution, termination or withdrawal of any Member in accordance with the provisions of this Agreement.

(c) Issuance of Units. The issuance of any class or series of Units or other interests in the Company and the related rights and preferences thereof in accordance with Section 3.1(c) (subject to Section 6.4).

(d) Qualification to do Business. A change that is necessary to qualify the Company as a limited liability company or a company in which the Members have limited liability.

(e) Changes which are Inconsequential, Curative or Required. A change that is:

(i) of an inconsequential nature and does not adversely affect any Member in any material respect;

(ii) necessary or desirable to cure any ambiguity or to correct or supplement any immaterial provisions of this Agreement; or

(iii) necessary to reflect the current Capital Contributions and number of Units held by each Member on the Member Register, following any change to such items in accordance with the provisions of this Agreement.

(f) Changes Under Applicable Law. A change in any provision of this Agreement which requires any action to be taken by or on behalf of the Board or the Company pursuant to the requirements of the Act or any other applicable law if the provisions of applicable law are amended, modified, or revoked so that the taking of such action is no longer required. The authority set forth in this Section 11.2(f) shall specifically include the authority to make such amendments to this Agreement and to the Certificate as the Board deems necessary or desirable in the event that the Act or any other applicable law is amended or eliminate or change any provision now in effect.

**Section 11.3. Amendment of Certificate.** In the event that this Agreement shall be amended pursuant to this Article XI, the Board of Directors shall amend the Certificate to reflect such change if the Board of Directors deems such amendment of the Certificate to be necessary.

## ARTICLE XII MISCELLANEOUS

**Section 12.1. Confidentiality.** Each party hereto agrees that, *except* with the prior written consent of the Board of Directors, it shall at all times keep confidential and not divulge, furnish or make accessible to anyone any confidential information, knowledge or data concerning or relating to the business or financial affairs of the Company or any direct or indirect Subsidiary to which such party has been or shall become privy by reason of this Agreement, discussions or negotiations relating to this Agreement or the relationship of the parties contemplated hereby; *provided*,

however, that (a) confidential information may be disclosed by a party, on a need-to-know basis, to a party's directors, partners, officers, employees, agents, members, managers, attorneys, advisors or representatives, or representatives of any of the foregoing (the "**Representatives**") and, (b) subject to the terms of a non-disclosure agreement or equivalent confidentiality agreement, to bona fide financing sources and bona fide prospective Transferees of such party's Units (together with the Representatives, the "**Permitted Recipients**") (provided that (1) the Permitted Recipients of any party will be informed by such party of the confidential nature of such information and shall be directed by such party to keep such information confidential in accordance with the contents of this Agreement and (2) each party will be liable for any breaches of this Section 12.1 by any of its Permitted Recipients). The confidentiality obligations of this Section 12.1 do not apply to any information, knowledge or data (i) which is publicly available or becomes publicly available through no act or omission of the party wishing to disclose the information, knowledge or data; (ii) which is independently developed by such party without reliance on such confidential information, knowledge or data; and (iii) to the extent that it is required to be disclosed by any applicable Law, regulation or legal process or by the rules of any stock exchange, regulatory body or Governmental Authority. The provisions of this Section 12.1 shall survive termination of this Agreement. Notwithstanding the foregoing, in the case of a Member owned, directly or indirectly, by one or more funds or other pooled investment vehicles, such Member shall be entitled to disclose such confidential information to investors and limited partners of such fund or pooled investment vehicle, *provided* such disclosures are made to Persons subject to an obligation of confidentiality with respect to such information, which obligation of confidentiality shall be no less restrictive than the obligation of confidentiality such Persons owe to their respective investors.

**Section 12.2. Each Company Membership Interest is a Security.** The Company and each Member expressly acknowledge and agree that each Unit shall constitute a "security" within the meaning of, and be governed by, (i) Article 8 of the Uniform Commercial Code (the "**UCC**") (including Section 8-102(a)(15) thereof) as in effect from time to time in the State of Delaware, and (ii) Article 8 of the UCC of any other applicable jurisdiction that now or hereafter substantially includes the 1994 revisions to Article 8 thereof as adopted by the American Law Institute and the National Conference of Commissioners on Uniform State Laws and approved by the American Bar Association on February 14, 1995, and the Company hereby "opts-in" to such provisions for the purpose of the UCC. Notwithstanding any provision of this Agreement to the contrary, to the extent that any provision of this Agreement is inconsistent with any non-waivable provision of Article 8 of the UCC as in effect in the State of Delaware (6 Del C. § 8-101, et. seq.) such provision of Article 8 of the UCC shall be controlling.

**Section 12.3. Offset.** Whenever the Company is to pay or distribute any amount to any Member, any amounts that such Member or its Affiliate owes (or will upon receipt of such payment or distribution owe) the Company or any of its Subsidiaries pursuant to this Agreement, another Transaction Document to which such Member is a party or any other agreement between the Company or any of its Subsidiaries, on the one hand, and such Member, on the other hand, may be deducted from the amount to be paid or distributed to such Member before payment or distribution in satisfaction of the portion of any such amount owed (or to be owed).

**Section 12.4. Remedies.** Each Member shall have all rights and remedies set forth in this Agreement and all rights and remedies which such Persons has been granted at any time under any other agreement or contract and all of the rights which such Person has under any Law. Any

Person having any rights under any provision of this Agreement or any other agreements contemplated hereby shall be entitled to enforce such rights specifically (without posting a bond or other security), to recover damages by reason of any breach of any provision of this Agreement and to exercise all other rights granted by Law. All remedies, either under this Agreement or by Law or otherwise afforded to any party, shall be cumulative and not alternative.

**Section 12.5. Entire Agreement.** This Agreement constitutes the entire agreement among the parties with respect to the subject matter hereof. It supersedes any prior agreement or understandings among them with respect to the subject matter hereof, and it may not be modified or amended in any manner other than as set forth herein.

**Section 12.6. Waiver.** No failure by any party to insist upon the strict performance of any provisions of this Agreement or to exercise any right or remedy consequent upon a breach thereof shall constitute a waiver of any such breach or any other covenant, duty, agreement or condition.

**Section 12.7. Governing Law; Jurisdiction; Venue; Service of Process.** This Agreement and the rights of the parties hereunder will be governed by, and construed in accordance with, the laws of the state of Delaware, regardless of the laws that might otherwise govern under applicable principles of conflicts of laws thereof. In any action between any of the parties arising out of or relating to this Agreement or any of the transactions contemplated by this Agreement: (a) each of the parties irrevocably and unconditionally consents and submits to the exclusive jurisdiction and venue of the Court of Chancery of the State of Delaware and, in the event that only federal courts have jurisdiction, the United States Federal District Court of the District of Delaware and agrees that process may be served upon it in any manner authorized by the laws of the state of Delaware or the District of Delaware, as applicable, for such Persons and waives and covenants not to assert or plead any objection which it might otherwise have to such jurisdiction and such process; (b) if any such action is commenced in a state court other than in Delaware, then, subject to applicable law, no party will object to the removal of such action to Delaware, if possible, and if removal to Delaware is not available, to any federal court located in the District of Delaware; (c) each of the parties irrevocably waives the right to trial by jury in connection with any matter based upon or arising out of this Agreement or the transactions contemplated hereby; and (d) each of the parties agrees that service of any process, summons, notice or document pursuant to Section 10.1 shall be effective service of process in any action, suit or proceeding in Delaware with respect to any matters to which it has submitted to jurisdiction as set forth above in this paragraph.

**Section 12.8. Severability.** If any term or other provision of this Agreement is invalid, illegal or incapable of being enforced as a result of any rule of law or public policy, all other terms and other provisions of this Agreement shall nevertheless remain in full force and effect so long as the economic or legal substance of the transactions contemplated by this Agreement is not affected in any manner materially adverse to any party. Upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, the parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in an acceptable manner to the end that the transactions contemplated by this Agreement are fulfilled to the greatest extent possible.

**Section 12.9. Effect.** Except as herein otherwise specifically provided, this Agreement shall be binding upon and inure to the benefit of the parties and their legal representatives, successors and permitted assigns.

**Section 12.10. Captions.** Captions contained in this Agreement are inserted only as a matter of convenience and in no way define, limit or extend the scope or intent of this Agreement or any provision hereof.

**Section 12.11. Further Action.** The parties shall execute and deliver all documents, provide all information and take or refrain from taking such actions as may be necessary or appropriate to achieve the purposes of this Agreement.

**Section 12.12. Counterparts.** This Agreement may contain more than one counterpart of the signature page and this Agreement may be executed by the affixing of the signatures of each of the Members to one of such counterpart signature pages. All of such counterpart signatures pages shall be read as though one, and they shall have the same force and effect as though all of the signers had signed a single signature page.

**Section 12.13. Waiver of Partition.** The Members hereby agree that the Company assets are not and will not be suitable for partition. Accordingly, each of the Members hereby irrevocably waives any and all rights (if any) that such Member may have to maintain any action for partition of any of such assets.

**Section 12.14. Specific Performance.** The parties acknowledge and agree that the Company would be damaged irreparably in the event any of the provisions of this Agreement are not performed in accordance with their specific terms or otherwise are breached. Accordingly, each Member agrees that the Company shall be entitled to an injunction or injunctions to prevent breaches of the provisions of this Agreement and to enforce specifically this Agreement and the terms and provisions of this Agreement in any action instituted in any court of the United States or any State thereof having jurisdiction over the parties hereto and the matter, in addition to any other remedy to which the Company may be entitled, at law or in equity.

**Section 12.15. Survival.** Article II (Definitions), Section 6.2 (Liability), Section 6.3 (Fiduciary Duties; Investment Opportunities and Conflicts of Interest), Section 7.6 (Standard of Board and Director Actions), Section 7.7 (Indemnification), Section 10.1 (Notices) and this Article XII (Miscellaneous) shall survive and continue in full force in accordance with its terms notwithstanding any termination of this Agreement or the dissolution of the Company.

**Section 12.16. Non-Recourse.** This Agreement may only be enforced against, and any claim based upon, arising out of, or related to this Agreement or the negotiation, execution or performance of this Agreement may only be brought against, the Persons that are expressly named as parties hereto and then only with respect to the specific obligations set forth herein with respect to such party. For further clarity, no past, present or future director, manager, officer, employee, incorporator, manager, member, partner, stockholder, Affiliate, agent, attorney or other representative (in each case, in their capacities as such) of any party hereto or of any Affiliate of any party hereto, or any of their successors or permitted assigns, shall have any liability for any

obligations or liabilities of any party hereto under this Agreement or for any claim based on, in respect of or by reason of the transactions contemplated hereby.

**Section 12.17. Certain Acknowledgments.** Upon execution and delivery of a counterpart to this Agreement or a joinder to this Agreement, each Member shall be deemed to acknowledge to Ares as follows: (a) Ares has retained Sidley Austin LLP in connection with the transactions contemplated hereby and expect to retain Sidley Austin LLP as legal counsel in connection with the management and operation of the investment in the Company and its Subsidiaries, (b) Sidley Austin LLP is not representing and will not represent any other Member (other than Ares) in connection with the transactions contemplated hereby or any dispute which may arise between Ares, on the one hand, and any other Member, on the other hand and (c) such Member will, if it wishes counsel on the transactions contemplated hereby, retain its own independent counsel.

**Section 12.18. Termination.** This Agreement will terminate upon the earlier to occur of: (a) the closing of a Public Offering; and (b) the date of consummation of an Approved Sale of 100% of the issued and outstanding equity interests of the Company.

*[Remainder of page left blank intentionally]*

DATED AS OF: \_\_\_\_\_, 2020

AMENDED AND RESTATED  
LIMITED LIABILITY COMPANY AGREEMENT OF  
V SANDCO, LLC

IN WITNESS WHEREOF, the undersigned has caused this counterpart signature page to the Amended and Restated Limited Liability Company Agreement of V SandCo, LLC, dated as of [●], 2020, to be duly executed as of the date first above written.

**V SANDCO, LLC**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Address for Notices:

[●]

[●]

[●]

Attn: [●]

Phone: [●]

Email: [●]



DATED AS OF: \_\_\_\_\_, 2020

AMENDED AND RESTATED  
LIMITED LIABILITY COMPANY AGREEMENT OF  
V SANDCO, LLC

IN WITNESS WHEREOF, the undersigned has caused this counterpart signature page to the Amended and Restated Limited Liability Company Agreement of V SandCo, LLC, dated as of [●], 2020, to be duly executed as of the date first above written.

[●]

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Address for Notices:

[●]

[●]

[●]

Attn: [●]

Phone: [●]

**Schedule A**  
**Member Register**

[See attached.]

**Schedule B**  
**Officers**

[See attached.]

**Schedule C**  
**Competitive Businesses**

[See attached.]

**Exhibit A**  
**Form of Joinder**

[See attached.]

**AMENDMENT NO. 1 TO THE  
LIMITED LIABILITY COMPANY AGREEMENT  
OF  
VPROP OPERATING, LLC**

This Amendment No. 1 to the Limited Liability Company Agreement of VPROP Operating, LLC, a Delaware limited liability company (the “*Company*”), is made and entered into as of [●], 2020<sup>1</sup> (this “*Amendment*”), by V SandCo, LLC, a Delaware limited liability company (the “*Member*”).

**BACKGROUND**

WHEREAS, on June 9, 2020, Vista Proppants and Logistics, LLC, a Delaware limited liability company (“*Former Parent*”), the Company, and its Subsidiaries (collectively, the “*Debtors*”) filed voluntary petitions to commence cases (the “*Bankruptcy Cases*”) under title 11 of the United States Code in the United States Bankruptcy Court for the Northern District of Texas, Fort Worth Division (the “*Bankruptcy Court*”);

WHEREAS, in connection with the Chapter 11 Cases, the Debtors filed the Plan of Reorganization with the Bankruptcy Court on July 3, 2020 (as subsequently amended, revised or modified, the “*Chapter 11 Plan*”);

WHEREAS, on October [●], 2020, the Bankruptcy Court entered the Confirmation Order approving the Chapter 11 Plan, which Confirmation Order, *inter alia*, authorized and approved (a) the Debtors’ emergence from bankruptcy, (b) the adoption of the [Updated Governance Documents] (as defined in the Chapter 11 Plan), including this Amendment, (c) the assignment of all the Membership Interests of the Company held by the Former Parent to the Sole Member, and (d) the complete satisfaction, discharge, and release, effective as of the Plan Effective Date, of all Claims, Interests and Causes of Action (each as defined in the Chapter 11 Plan), including any interest accrued on Claims or Interests from and after the Petition Date, in accordance with the Chapter 11 Plan;

WHEREAS, in connection with the Chapter 11 Plan, the Member was assigned all of the Membership Interests of the Company held by Former Parent and is the sole owner of any Membership Interests of the Company;

WHEREAS, Former Parent was a party to that certain Limited Liability Company Agreement of the Company, dated as of October 23, 2017 (the “*Agreement*”); and

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<sup>1</sup> **Note to Draft:** To be the Effective Date of the Joint Plan of Reorganization of Vista Proppants and Logistics, LLC, *et al.*, Pursuant to Chapter 11 of the Bankruptcy Code.

WHEREAS, in connection with the Chapter 11 Plan and pursuant to Section 9.3(a) of the Agreement, the Member wishes to amend the Agreement in the manner set forth below.

NOW THEREFORE, in consideration of the matters set forth in the recitals and the covenants and agreements set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Member agrees as follows:

### **AGREEMENT**

Section 1. Capitalized terms used herein and not otherwise defined herein shall have the respective meanings ascribed thereto in the Agreement.

Section 2. The Agreement is hereby amended as follows:

2.1 Definitions. The following definition set forth in Section 1.1 of the Agreement is hereby amended and restated in its entirety as follows:

(a) “**Member**” means V SandCo, LLC, a Delaware limited liability company.

2.2. References. Other than as set forth in this Section 2.2, all references in the Agreement to “Vista Proppants and Logistics, LLC” shall be replaced with references to “V SandCo, LLC”.

2.2. Exhibit A. Exhibit A to the Agreement is hereby replaced with Exhibit A attached hereto.

Section 3. Miscellaneous.

3.1.Construction; Ratification. This Amendment shall be construed in connection with and as a part of the Agreement, and all terms, conditions and covenants contained in the Agreement, except as modified by this Amendment, shall be and shall remain in full force and effect. The Member agrees that they are bound by the terms, conditions and covenants of the Agreement as amended by this Amendment. Each instance of “this Agreement” and instances of “herein”, “hereunder”, and other words of similar import used in the Agreement refer to the Agreement as amended by this Amendment..

3.2.Miscellaneous. Sections 9.1 (Application of Delaware Law), 9.2 (Headings and Sections), 9.4 (Number and Gender), 9.5 (Binding Effect), 9.6 (Severability of Provisions) and 9.7 (Exculpation and Indemnification) of the Agreement, as amended by this Amendment, are incorporated into and shall apply, *mutatis mutandis*, to this Amendment.

3.3.Counterparts. This Amendment may be executed in counterparts (including by facsimile, pdf. or other electronic transmission), each one of which shall be deemed an original and all of which together shall constitute one and the same Amendment. The signatures of all the parties hereto need not appear on the same counterpart.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]



IN WITNESS WHEREOF, the Member has duly executed this Amendment as of the date first written above.

**MEMBER:**

**V SANDCO, LLC**

By: \_\_\_\_\_  
Name:  
Title:

**EXHIBIT A**  
**LIMITED LIABILITY COMPANY AGREEMENT**  
**OF**  
**VPROP OPERATING, LLC**  
**(A Delaware Limited Liability Company)**

1. Name of Company: VPROP Operating, LLC
2. Address of Company: 4413 Carey Street  
Fort Worth, Texas 76119
3. Telephone Number of Company: 817-563-3539
4. Facsimile Number of Company:
5. Electronic Address of Company: [ksmith@vprop.com](mailto:ksmith@vprop.com)
6. Registered Agent and Registered Office: [●]
7. Member:
  - Name of Member: V SandCo, LLC
  - Address: 4413 Carey Street  
Fort Worth, Texas 76119
  - Telephone Number: 817-563-3539
  - Facsimile Number:
  - Electronic Address: [ksmith@vprop.com](mailto:ksmith@vprop.com)
  - Date Became Member: [●]

**AMENDMENT NO. 1 TO THE  
SECOND AMENDED AND RESTATED COMPANY AGREEMENT  
OF  
LONESTAR PROSPECTS MANAGEMENT, L.L.C.**

This Amendment No. 1 to the Second Amended and Restated Company Agreement of Lonestar Prospects Management, L.L.C., a Texas limited liability company (the “*Company*”), is made and entered into as of [●], 2020<sup>1</sup> (this “*Amendment*”), by VPROP Operating, LLC, a Texas limited liability company (the “*Member*”).

**BACKGROUND**

WHEREAS, the Member is a party to that certain Second Amended and Restated Company Agreement, dated as of November 3, 2017 (the “*Agreement*”);

WHEREAS, the last sentence of Section 8(a) of the Agreement sets forth certain restrictions on the ability of the Member to take certain actions in connection with its management of the operations and affairs of the Company;

WHEREAS, the Member wishes to amend Section 8(a) of the Agreement in the manner set forth below; and

WHEREAS, Section 14(a) of the Agreement permits amendments to the Agreement to be made only with the written consent of the Member.

NOW THEREFORE, in consideration of the matters set forth in the recitals and the covenants and agreements set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Member agrees as follows:

**AGREEMENT**

Section 1. Capitalized terms used herein and not otherwise defined herein shall have the respective meanings ascribed thereto in the Agreement.

Section 2. The Agreement is hereby amended as follows:

2.1 The last sentence of Section 8(a) of the Agreement is hereby deleted in its entirety.

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<sup>1</sup> **Note to Draft:** To be the Effective Date of the Joint Plan of Reorganization of Vista Proppants and Logistics, LLC, *et al.*, Pursuant to Chapter 11 of the Bankruptcy Code.

Section 3. Miscellaneous.

3.1. Construction; Ratification. This Amendment shall be construed in connection with and as a part of the Agreement, and all terms, conditions and covenants contained in the Agreement, except as modified by this Amendment, shall be and shall remain in full force and effect. The Parties agree that they are bound by the terms, conditions and covenants of the Agreement as amended by this Amendment. Each instance of “this Agreement” and instances of “herein”, “hereunder”, and other words of similar import used in the Agreement refer to the Agreement as amended by this Amendment.

3.2. Miscellaneous. Sections 14(b) (Governing Law), Section 14(c) (Severability) and Section 14(d) (No Third Party Beneficiaries), as amended by this Amendment, are incorporated into and shall apply, *mutatis mutandis*, to this Amendment.

3.3. Counterparts. This Amendment may be executed in counterparts (including by facsimile, pdf. or other electronic transmission), each one of which shall be deemed an original and all of which together shall constitute one and the same Amendment. The signatures of all the parties hereto need not appear on the same counterpart.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the Member has duly executed this Amendment as of the date first written above.

**MEMBER:**

**VPROP OPERATING, LLC**

By: V SandCo, LLC, its sole member

By: \_\_\_\_\_  
Name:  
Title:

*[Signature Page to Amendment No. 1 to the  
Second Amended and Restated Company Agreement of Lonestar Prospects Management,  
L.L.C.]*

**AMENDMENT NO. 1 TO THE  
SECOND AMENDED AND RESTATED COMPANY AGREEMENT  
OF  
MAALT SPECIALIZED BULK, LLC**

This Amendment No. 1 to the Second Amended and Restated Company Agreement of Maalt Specialized Bulk, LLC, a Texas limited liability company (the “*Company*”), is made and entered into as of [●], 2020<sup>1</sup> (this “*Amendment*”), by VPROP Operating, LLC, a Texas limited liability company (the “*Member*”).

**BACKGROUND**

WHEREAS, the Member is a party to that certain Second Amended and Restated Company Agreement, dated as of November 3, 2017 (the “*Agreement*”);

WHEREAS, the last sentence of Section 8(a) of the Agreement sets forth certain restrictions on the ability of the Member to take certain actions in connection with its management of the operations and affairs of the Company;

WHEREAS, the Member to amend Section 8(a) of the Agreement in the manner set forth below; and

WHEREAS, Section 14(a) of the Agreement permits amendments to the Agreement to be made only with the written consent of the Member.

NOW THEREFORE, in consideration of the matters set forth in the recitals and the covenants and agreements set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Member agrees as follows:

**AGREEMENT**

Section 1. Capitalized terms used herein and not otherwise defined herein shall have the respective meanings ascribed thereto in the Agreement.

Section 2. The Agreement is hereby amended as follows:

2.1 The last sentence of Section 8(a) of the Agreement is hereby deleted in its entirety.

---

<sup>1</sup> ***Note to Draft:*** To be the Effective Date of the Joint Plan of Reorganization of Vista Proppants and Logistics, LLC, *et al.*, Pursuant to Chapter 11 of the Bankruptcy Code.

Section 3. Miscellaneous.

3.1. Construction; Ratification. This Amendment shall be construed in connection with and as a part of the Agreement, and all terms, conditions and covenants contained in the Agreement, except as modified by this Amendment, shall be and shall remain in full force and effect. The Parties agree that they are bound by the terms, conditions and covenants of the Agreement as amended by this Amendment. Each instance of “this Agreement” and instances of “herein”, “hereunder”, and other words of similar import used in the Agreement refer to the Agreement as amended by this Amendment.

3.2. Miscellaneous. Sections 14(b) (Governing Law), Section 14(c) (Severability) and Section 14(d) (No Third Party Beneficiaries) as amended by this Amendment, are incorporated into and shall apply, *mutatis mutandis*, to this Amendment.

3.3. Counterparts. This Amendment may be executed in counterparts (including by facsimile, pdf. or other electronic transmission), each one of which shall be deemed an original and all of which together shall constitute one and the same Amendment. The signatures of all the parties hereto need not appear on the same counterpart.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the Member has duly executed this Amendment as of the date first written above.

**MEMBER:**

**VPROP OPERATING, LLC**

By: V SandCo, LLC, its sole member

By: \_\_\_\_\_  
Name:  
Title:



**AMENDMENT NO. 1 TO THE  
SECOND AMENDED AND RESTATED COMPANY AGREEMENT  
OF  
DENETZ LOGISTICS, L.L.C.**

This Amendment No. 1 to the Second Amended and Restated Company Agreement of Denetz Logistics, L.L.C., a Texas limited liability company (the “*Company*”), is made and entered into as of [●], 2020<sup>1</sup> (this “*Amendment*”), by VPROP Operating, LLC, a Texas limited liability company (the “*Member*”).

**BACKGROUND**

WHEREAS, the Member is a party to that certain Second Amended and Restated Company Agreement, dated as of November 3, 2017 (the “*Agreement*”);

WHEREAS, the last sentence of Section 8(a) of the Agreement sets forth certain restrictions on the ability of the Member to take certain actions in connection with its management of the operations and affairs of the Company;

WHEREAS, the Member wishes to amend Section 8(a) of the Agreement in the manner set forth below; and

WHEREAS, Section 14(a) of the Agreement permits amendments to the Agreement to be made only with the written consent of the Member.

NOW THEREFORE, in consideration of the matters set forth in the recitals and the covenants and agreements set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Member agrees as follows:

**AGREEMENT**

Section 1. Capitalized terms used herein and not otherwise defined herein shall have the respective meanings ascribed thereto in the Agreement.

Section 2. The Agreement is hereby amended as follows:

2.1 The last sentence of Section 8(a) of the Agreement is hereby deleted in its entirety.

---

<sup>1</sup> ***Note to Draft:*** To be the Effective Date of the Joint Plan of Reorganization of Vista Proppants and Logistics, LLC, *et al.*, Pursuant to Chapter 11 of the Bankruptcy Code.

Section 3. Miscellaneous.

3.1. Construction; Ratification. This Amendment shall be construed in connection with and as a part of the Agreement, and all terms, conditions and covenants contained in the Agreement, except as modified by this Amendment, shall be and shall remain in full force and effect. The Parties agree that they are bound by the terms, conditions and covenants of the Agreement as amended by this Amendment. Each instance of “this Agreement” and instances of “herein”, “hereunder”, and other words of similar import used in the Agreement refer to the Agreement as amended by this Amendment.

3.2. Miscellaneous. Sections 14(b) (Governing Law), Section 14(c) (Severability) and Section 14(d) (No Third Party Beneficiaries), as amended by this Amendment, are incorporated into and shall apply, *mutatis mutandis*, to this Amendment.

3.3. Counterparts. This Amendment may be executed in counterparts (including by facsimile, pdf. or other electronic transmission), each one of which shall be deemed an original and all of which together shall constitute one and the same Amendment. The signatures of all the parties hereto need not appear on the same counterpart.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the Member has duly executed this Amendment as of the date first written above.

**MEMBER:**

**VPROP OPERATING, LLC**

By: V SandCo, LLC, its sole member

By: \_\_\_\_\_  
Name:  
Title:

**AMENDMENT NO. 1 TO THE  
SECOND AMENDED AND RESTATED LIMITED PARTNERSHIP  
AGREEMENT  
OF  
LONESTAR PROSPECTS, LTD.**

This Amendment No. 1 to the Second Amended and Restated Limited Partnership Agreement of Lonestar Prospects, Ltd., a Texas limited partnership (the “*Company*”), is made and entered into as of [●], 2020<sup>1</sup> (this “*Amendment*”), by and between Lonestar Prospects Management, L.L.C., a Texas limited liability company (the “*General Partner*”), and VPROP Operating, LLC, a Texas limited liability company (the “*Limited Partner*”).

**BACKGROUND**

WHEREAS, the General Partner and the Limited Partner are parties to that certain Second Amended and Restated Limited Partnership Agreement, dated as of November 3, 2017 (the “*Agreement*”);

WHEREAS, the last sentence of Section 7(a) of the Agreement sets forth certain restrictions on the ability of the General Partner to take certain actions in connection with its management of the operations and affairs of the Company;

WHEREAS, the General Partner and the Limited Partner wish to amend Section 7(a) of the Agreement in the manner set forth below; and

WHEREAS, Section 20 of the Agreement permits amendments to the Agreement to be made only with the written consent of the General Partner and the Limited Partner.

NOW THEREFORE, in consideration of the matters set forth in the recitals and the covenants and agreements set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the General Partner and the Limited Partner agree as follows:

**AGREEMENT**

Section 1. Capitalized terms used herein and not otherwise defined herein shall have the respective meanings ascribed thereto in the Agreement.

Section 2. The Agreement is hereby amended as follows:

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<sup>1</sup> ***Note to Draft:*** To be the Effective Date of the Joint Plan of Reorganization of Vista Proppants and Logistics, LLC, *et al.*, Pursuant to Chapter 11 of the Bankruptcy Code.

2.1 The last sentence of Section 7(a) of the Agreement is hereby deleted in its entirety.

Section 3. Miscellaneous.

3.1. Construction; Ratification. This Amendment shall be construed in connection with and as a part of the Agreement, and all terms, conditions and covenants contained in the Agreement, except as modified by this Amendment, shall be and shall remain in full force and effect. The Parties agree that they are bound by the terms, conditions and covenants of the Agreement as amended by this Amendment. Each instance of “this Agreement” and instances of “herein”, “hereunder”, and other words of similar import used in the Agreement refer to the Agreement as amended by this Amendment.

3.2. Miscellaneous. Section 21 (Notices), Section 22 (Governing Law), Section 23 (Headings), Section 24 (Severability), and Section 26 (Entire Agreement) of the Agreement, as amended by this Amendment, are incorporated into and shall apply, *mutatis mutandis*, to this Amendment.

3.3. Counterparts. This Amendment may be executed in counterparts (including by facsimile, pdf. or other electronic transmission), each one of which shall be deemed an original and all of which together shall constitute one and the same Amendment. The signatures of all the parties hereto need not appear on the same counterpart.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the General Partner and the Limited Partner have duly executed this Amendment as of the date first written above.

**GENERAL PARTNER:**

**LONESTAR PROSPECTS MANAGEMENT, L.L.C.**

By: VPROP Operating, LLC, its sole member

By: V SandCo, LLC, its sole member

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**LIMITED PARTNER:**

**VPROP OPERATING, LLC**

By: V SandCo, LLC, its sole member

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

*[Signature Page to Amendment No. 1 to the  
Second Amended and Restated Limited Partnership Agreement of Lonestar Prospects,  
Ltd.]*

**AMENDMENT NO. 1 TO THE  
SECOND AMENDED AND RESTATED LIMITED PARTNERSHIP  
AGREEMENT  
OF  
MAALT, L.P.**

This Amendment No. 1 to the Second Amended and Restated Limited Partnership Agreement of MAALT, L.P., a Texas limited partnership (the “*Company*”), is made and entered into as of [●], 2020<sup>1</sup> (this “*Amendment*”), by and between Denetz Logistics, L.L.C., a Texas limited liability company (the “*General Partner*”), and VPROP Operating, LLC, a Texas limited liability company (the “*Limited Partner*”).

**BACKGROUND**

WHEREAS, the General Partner and the Limited Partner are parties to that certain Second Amended and Restated Limited Partnership Agreement, dated as of November 3, 2017 (the “*Agreement*”);

WHEREAS, the last sentence of Section 7(a) of the Agreement sets forth certain restrictions on the ability of the General Partner to take certain actions in connection with its management of the operations and affairs of the Company;

WHEREAS, the General Partner and the Limited Partner wish to amend Section 7(a) of the Agreement in the manner set forth below; and

WHEREAS, Section 20 of the Agreement permits amendments to the Agreement to be made only with the written consent of the General Partner and the Limited Partner.

NOW THEREFORE, in consideration of the matters set forth in the recitals and the covenants and agreements set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the General Partner and the Limited Partner agree as follows:

**AGREEMENT**

Section 1. Capitalized terms used herein and not otherwise defined herein shall have the respective meanings ascribed thereto in the Agreement.

Section 2. The Agreement is hereby amended as follows:

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<sup>1</sup> ***Note to Draft:*** To be the Effective Date of the Joint Plan of Reorganization of Vista Proppants and Logistics, LLC, *et al.*, Pursuant to Chapter 11 of the Bankruptcy Code.

2.1 The last sentence of Section 7(a) of the Agreement is hereby deleted in its entirety.

Section 3. Miscellaneous.

3.1. Construction; Ratification. This Amendment shall be construed in connection with and as a part of the Agreement, and all terms, conditions and covenants contained in the Agreement, except as modified by this Amendment, shall be and shall remain in full force and effect. The Parties agree that they are bound by the terms, conditions and covenants of the Agreement as amended by this Amendment. Each instance of “this Agreement” and instances of “herein”, “hereunder”, and other words of similar import used in the Agreement refer to the Agreement as amended by this Amendment.

3.2. Miscellaneous. Section 21 (Notices), Section 22 (Governing Law), Section 23 (Headings), Section 24 (Severability), and Section 26 (Entire Agreement) of the Agreement, as amended by this Amendment, are incorporated into and shall apply, *mutatis mutandis*, to this Amendment.

3.3. Counterparts. This Amendment may be executed in counterparts (including by facsimile, pdf. or other electronic transmission), each one of which shall be deemed an original and all of which together shall constitute one and the same Amendment. The signatures of all the parties hereto need not appear on the same counterpart.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]



IN WITNESS WHEREOF, the General Partner and the Limited Partner have duly executed this Amendment as of the date first written above.

**GENERAL PARTNER:**

**DENETZ LOGISTICS, L.L.C.**

By: VPROP Operating, LLC, its sole member

By: V SandCo, LLC, its sole member

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**LIMITED PARTNER:**

**VPROP OPERATING, LLC**

By: V SandCo, LLC, its sole member

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**Exhibit 11**

**Exhibit 2**

**Identities of the Officers of the Reorganized Debtors**

**Officers of V SandCo, LLC:<sup>4</sup>**

- Kristin Smith – Chief Financial Officer
- Mike Fleet – Chief Operating Officer

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<sup>4</sup> Subject to further supplementation on or before the date of the Confirmation Hearing.

**Exhibit 12**

**Exhibit 3**

**Identities of the Directors of the Reorganized Debtors**

**Directors of V SandCo, LLC:**

- Owen Hill – Managing Director, Ares Credit Group
- Joseph Allio – Principal, Ares Credit Group
- Stephen Chehi – Vice President, Ares Credit Group
- Chris Gleysteen – Principal, MSD Partners, L.P.
- Robert Barrett – Managing Director, Energy, Angelo Gordon
- Independent Director - Vacant

**Exhibit 13**

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**CREDIT AGREEMENT**

**dated as of [●], 2020,**

**among**

**V SANDCO, LLC,  
as Parent,**

**VPROP OPERATING, LLC,  
as the Borrower,**

**ARES CAPITAL CORPORATION,  
as Administrative Agent,**

**and**

**the Lenders party hereto**

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**THIS CREDIT AGREEMENT** dated as of [●], 2020, is among V SandCo, LLC, a Delaware limited liability company (“**Parent**”), VPROP Operating, LLC, a Delaware limited liability company (the “**Borrower**”), each of the Lenders from time to time party hereto and Ares Capital Corporation, as administrative agent and collateral agent for the Lenders (in such capacities, together with its successors in such capacities, the “**Administrative Agent**”).

## R E C I T A L S

A. Reference is made to that certain Amended and Restated Senior Secured Credit Agreement dated as of November 9, 2017 (as amended, supplemented or otherwise modified prior to the date hereof, the “**Prepetition Credit Agreement**”), among Vista Proppants and Logistics, LLC, a Delaware limited liability company (the “**Former Parent**”), the Borrower, the lenders from time to time party thereto (the “**Prepetition Lenders**”) and Ares Capital Corporation, as administrative agent.

B. On June 9, 2020 (the “**Petition Date**”), the Former Parent, the Borrower and its Subsidiaries (collectively, the “**Debtors**”) filed voluntary petitions to commence cases (the “**Chapter 11 Cases**”) under title 11 of the United States Code (the “**Bankruptcy Code**”) in the United States Bankruptcy Court for the Northern District of Texas, Fort Worth Division (the “**Bankruptcy Court**”) and continued in the possession of their assets and in the management of their businesses pursuant to Sections 1107 and 1108 of the Bankruptcy Code.

C. In connection with the Chapter 11 Cases, the Borrower and the Former Parent entered into that certain Senior Secured Debtor-in-Possession Credit Agreement dated as of June 12, 2020 (as amended, supplemented or otherwise modified prior to the date hereof, the “**DIP Credit Agreement**”), among the Debtors, the lenders party thereto (the “**DIP Lenders**”) and Ares Capital Corporation, in its capacity as administrative agent and collateral agent, pursuant to which the DIP Lenders made term loans to the Borrower in an aggregate principal amount equal to \$[11,000,000] (the “**DIP Facility**”).

D. In connection with the Chapter 11 Cases, the Debtors filed the Plan of Reorganization with the Bankruptcy Court on July 3, 2020 (as subsequently amended, revised or modified, the “**Chapter 11 Plan**”).

E. On October [ ], 2020, the Bankruptcy Court entered the Confirmation Order approving the Chapter 11 Plan, which Confirmation Order, *inter alia*, authorized and approved (i) the Debtors’ emergence from bankruptcy, (ii) the adoption of the [Updated Governance Documents] (as defined in the Chapter 11 Plan), (iii) the establishment of the [New Parent Board] (as defined in the Chapter 11 Plan) of Parent, (iv) the complete satisfaction, discharge, and release, effective as of the Plan Effective Date, of all Claims, Interests and Causes of Action (each as defined in the Chapter 11 Plan), including any interest accrued on Claims or Interests from and after the Petition Date, in accordance with the Chapter 11 Plan, and (iv) the entry into and performance under this Agreement.

F. The Borrower has requested that the Lenders provide the Borrower with a new senior secured delayed draw term loan credit facility in an aggregate principal amount of up to \$91,000,000 (the “**Exit Facility**”), which shall consist of (x) a new money delayed draw term loan facility in an aggregate principal amount of up to \$30,000,000, (y) a \$11,000,000 term loan facility, consisting of the aggregate outstanding principal amount of DIP Loans that are deemed to be refinanced with Tranche B Loans hereunder on the date hereof at a principal rate of \$1 of Tranche B Loans for each \$1 of DIP Loans, and (z) a \$50,000,000 term loan facility, consisting of the outstanding principal amount of the Prepetition Term Loans that are deemed to be refinanced hereunder on the date hereof at a principal rate of \$1 of Tranche C Loans for each \$1 of Prepetition Term Loans which, together with the other transactions contemplated to occur on or prior to the date hereof pursuant to the Chapter 11 Plan, will represent the full and final

satisfaction for each of the Lenders' secured claims arising under the Chapter 11 Cases in each case to be afforded the liens and priority set forth in the Confirmation Order and as set forth herein and in the other Loan Documents.

G. In connection with the foregoing, the Lenders are willing to establish the Exit Facility and make loans to the Borrower pursuant thereto, on the terms and subject to the conditions set forth herein.

H. In consideration of the mutual covenants and agreements herein contained and of the loans and commitments hereinafter referred to, the parties hereto agree as follows:

## ARTICLE I DEFINITIONS AND ACCOUNTING MATTERS

Section 1.01. Terms Defined Above. As used in this Agreement, each term defined above has the meaning indicated above.

Section 1.02. Certain Defined Terms. As used in this Agreement, the following terms have the meanings specified below:

**"ABL Lenders"** means the lenders from time to time party to any Permitted ABL Facility.

**"ABL Loan Documents"** means "Loan Documents" (or similar term) as defined in any Permitted ABL Facility.

**"ABL Obligations"** means "Obligations" (or similar term) as defined in any Permitted ABL Facility.

**"Accepting Lenders"** has the meaning assigned such term in Section 3.02(e).

**"Act"** has the meaning assigned such term in Section 12.15.

**"Additional Lender"** has the meaning assigned to such term in Section 2.07(b)(i).

**"Administrative Agent"** has the meaning assigned to such term in the introductory paragraph of this Agreement.

**"Administrative Questionnaire"** means an Administrative Questionnaire in a form supplied by the Administrative Agent.

**"Affected Financial Institution"** means (a) any EEA Financial Institution or (b) any UK Financial Institution.

**"Affected Loans"** has the meaning assigned such term in Section 5.04.

**"Affiliate"** means, with respect to a specified Person, another Person that directly, or indirectly through one or more intermediaries, Controls or is Controlled by or is under common Control with the Person specified. **"Affiliated"** shall have a correlative meaning.

**"Agreement"** means this Credit Agreement (including all exhibits and schedules), as the same may from time to time be amended, modified, supplemented or restated.

**“All-In Yield”** means as to any Debt, the yield thereof, whether in the form of interest rate, margin, OID, upfront fees, a Eurodollar or “base rate” floor, or otherwise (including any “exit fee” that is payable upon termination of the commitments to provide such Debt and the repayment of such Debt in full), in each case, incurred or payable by the Loan Parties generally to all lenders of such Debt; *provided* that OID and upfront fees shall be equated to an interest rate assuming a 4-year life to maturity on a straight-line basis (e.g., 100 basis points of original issue discount equals 25 basis points of interest margin for a four year average life to maturity) or, if less, the stated life to maturity at the time of incurrence of the applicable Debt; and *provided, further*, that “All-In Yield” shall not include amendment fees, consent fees, arrangement fees, structuring fees, commitment fees, underwriting fees, placement fees, advisory fees, success fees, ticking fees, undrawn commitment fees and similar fees (regardless of whether any of the foregoing fees are paid to, or shared with, in whole or in part any or all lenders), any fees not paid or payable in the primary syndication of such Debt or other fees not paid or payable generally to all lenders ratably.

**“Angelo Gordon”** means AG Energy Funding, LLC or any of its Change of Control Affiliates and any funds or accounts controlled, managed or advised by AG Energy Funding, LLC or any of its Change of Control Affiliates.

**“Applicable Margin”** means a rate per annum equal to 9.50%.

**“Approved Counterparty”** means (a) any ABL Lender or any Affiliate of an ABL Lender or (b) any other Person whose long term senior unsecured debt rating (or whose guarantor’s or credit support provider’s long term senior unsecured debt rating) is A-/Aa-3 by S&P and Moody’s, respectively, (or their equivalent) or higher.

**“Approved Sale”** has the meaning assigned to such term in the Parent LLC Agreement.

**“ARCC”** means Ares Capital Corporation or any of its Change of Control Affiliates and any funds or accounts controlled, managed or advised by Ares Capital Corporation or any of its Change of Control Affiliates.

**“Asset Sale”** means any disposition or series of related dispositions of Property (excluding Recovery Events and any disposition permitted by Section 9.13(a), Section 9.13(b), Section 9.13(c), Section 9.13(d), Section 9.13(e), Section 9.13(f), Section 9.13(g) or Section 9.13(h)) but (for the purposes of Section 3.02) excluding sales or dispositions of Property to the extent that the aggregate value of such Property sold in any single transaction or related series of transactions is equal to \$10,000,000 or less (with respect to the gross proceeds to any Loan Party or its Subsidiaries in connection with any Asset Sale, such proceeds shall be valued at the initial principal amount thereof in the case of non-cash proceeds consisting of notes or other debt securities and valued at fair market value in the case of other non-cash proceeds).

**“Assignment and Assumption”** means an assignment and assumption entered into by a Lender and an assignee (with the consent of any party whose consent is required by Section 12.04(b)), and accepted by the Administrative Agent, in the form of Exhibit E or any other form (including electronic documentation generated by use of an electronic platform) approved by the Administrative Agent.

**“Available Tenor”** means, as of any date of determination and with respect to the then-current Benchmark, as applicable, any tenor for such Benchmark or payment period for interest calculated with reference to such Benchmark, as applicable, that is or may be used for determining the length of an Interest Period pursuant to this Agreement as of such date and not including, for the avoidance of doubt, any tenor for such Benchmark that is then-removed from the definition of “Interest Period” pursuant to Section 5.05(d).

**“Bail-In Action”** means the exercise of any Write-Down and Conversion Powers by the applicable Affected Resolution Authority in respect of any liability of an Affected Financial Institution.

**“Bail-In Legislation”** means (a) with respect to any EEA Member Country implementing Article 55 of Directive 2014/59/EU of the European Parliament and of the Council of the European Union, the implementing law, regulation rule or requirement for such EEA Member Country from time to time which is described in the EU Bail-In Legislation Schedule and (b) with respect to the United Kingdom, Part I of the United Kingdom Banking Act 2009 (as amended from time to time) and any other law, regulation or rule applicable in the United Kingdom relating to the resolution of unsound or failing banks, investment firms or other financial institutions or their affiliates (other than through liquidation, administration or other insolvency proceedings).

**“Bankruptcy Event”** means, with respect to any Person, such Person becomes the subject of a bankruptcy or insolvency proceeding, or has had a receiver, conservator, trustee, administrator, custodian, assignee for the benefit of creditors or similar Person charged with the reorganization or liquidation of its business appointed for it, or has taken any action in furtherance of, or indicating its consent to, approval of, or acquiescence in, any such proceeding or appointment, *provided* that a Bankruptcy Event shall not result solely by virtue of any ownership interest, or the acquisition of any ownership interest, in such Person by a Governmental Authority or instrumentality thereof, unless such ownership interest results in or provides such Person with immunity from the jurisdiction of courts within the United States or from the enforcement of judgments or writs of attachment on its assets or permits such Person (or such Governmental Authority or instrumentality) to reject, repudiate, disavow or disaffirm any contracts or agreements made by such Person.

**“Bankruptcy Code”** has the meaning assigned such term in the recitals hereto.

**“Bankruptcy Court”** has the meaning assigned such term in the recitals hereto.

**“Blocked Account Control Agreement”** means an agreement in form and substance reasonably acceptable to the Administrative Agent establishing the Administrative Agent’s Control with respect to any Deposit Account. For purposes of this definition, “Control” means “control” within the meaning of Section 9-104 of the UCC.

**“Benchmark”** means, initially, USD LIBOR; provided that if a Benchmark Transition Event or an Early Opt-in Election, as applicable, and its related Benchmark Replacement Date have occurred with respect to USD LIBOR or the then-current Benchmark, then “Benchmark” means the applicable Benchmark Replacement to the extent that such Benchmark Replacement has replaced such prior benchmark rate pursuant to clause (a) of this Section titled “Benchmark Replacement Setting.”

**“Benchmark Replacement”** means, for any Available Tenor, the first alternative set forth in the order below that can be determined by the Administrative Agent for the applicable Benchmark Replacement Date:

- (1) the sum of: (a) Term SOFR and (b) the related Benchmark Replacement Adjustment;
- (2) the sum of: (a) Daily Simple SOFR and (b) the related Benchmark Replacement Adjustment;
- (3) the sum of: (a) the alternate benchmark rate that has been selected by the Administrative Agent and the Borrower as the replacement for the then-current Benchmark for the applicable Corresponding Tenor giving due consideration to (i) any selection or recommendation of a replacement benchmark rate or the mechanism for determining such a rate by the Relevant Governmental Body or (ii) any evolving or then-prevailing market convention for determining a

benchmark rate as a replacement for the then-current Benchmark for U.S. dollar-denominated syndicated credit facilities at such time and (b) the related Benchmark Replacement Adjustment;

provided that, in the case of clause (1), such Unadjusted Benchmark Replacement is displayed on a screen or other information service that publishes such rate from time to time as selected by the Administrative Agent in its reasonable discretion. If the Benchmark Replacement as determined pursuant to clause (1), (2) or (3) above would be less than the Floor, the Benchmark Replacement will be deemed to be the Floor for the purposes of this Agreement and the other Loan Documents.

**“Benchmark Replacement Adjustment”** means, with respect to any replacement of the then-current Benchmark with an Unadjusted Benchmark Replacement for any applicable Interest Period and Available Tenor for any setting of such Unadjusted Benchmark Replacement:

(1) for purposes of clauses (1) and (2) of the definition of “Benchmark Replacement,” the first alternative set forth in the order below that can be determined by the Administrative Agent:

(a) the spread adjustment, or method for calculating or determining such spread adjustment, (which may be a positive or negative value or zero) as of the Reference Time such Benchmark Replacement is first set for such Interest Period that has been selected or recommended by the Relevant Governmental Body for the replacement of such Benchmark with the applicable Unadjusted Benchmark Replacement for the applicable Corresponding Tenor;

(b) the spread adjustment (which may be a positive or negative value or zero) as of the Reference Time such Benchmark Replacement is first set for such Interest Period that would apply to the fallback rate for a derivative transaction referencing the ISDA Definitions to be effective upon an index cessation event with respect to such Benchmark for the applicable Corresponding Tenor; and

(2) for purposes of clause (3) of the definition of “Benchmark Replacement,” the spread adjustment, or method for calculating or determining such spread adjustment, (which may be a positive or negative value or zero) that has been selected by the Administrative Agent and the Borrower for the applicable Corresponding Tenor giving due consideration to (i) any selection or recommendation of a spread adjustment, or method for calculating or determining such spread adjustment, for the replacement of such Benchmark with the applicable Unadjusted Benchmark Replacement by the Relevant Governmental Body on the applicable Benchmark Replacement Date or (ii) any evolving or then-prevailing market convention for determining a spread adjustment, or method for calculating or determining such spread adjustment, for the replacement of such Benchmark with the applicable Unadjusted Benchmark Replacement for U.S. dollar-denominated syndicated credit facilities;

provided that, in the case of clause (1) above, such adjustment is displayed on a screen or other information service that publishes such Benchmark Replacement Adjustment from time to time as selected by the Administrative Agent in its reasonable discretion.

**“Benchmark Replacement Conforming Changes”** means, with respect to any Benchmark Replacement, any technical, administrative or operational changes (including changes to the definition of “Business Day,” the definition of “Interest Period,” timing and frequency of determining rates and making payments of interest, timing of borrowing requests or prepayment, conversion or continuation notices, length of lookback periods, the applicability of breakage provisions, and other technical, administrative or operational matters) that the Administrative Agent decides may be appropriate to reflect the adoption and



implementation of such Benchmark Replacement and to permit the administration thereof by the Administrative Agent in a manner substantially consistent with market practice (or, if the Administrative Agent decides that adoption of any portion of such market practice is not administratively feasible or if the Administrative Agent determines that no market practice for the administration of such Benchmark Replacement exists, in such other manner of administration as the Administrative Agent decides is reasonably necessary in connection with the administration of this Agreement and the other Loan Documents).

**“Benchmark Replacement Date”** means the earliest to occur of the following events with respect to the then-current Benchmark:

- (1) in the case of clause (1) or (2) of the definition of “Benchmark Transition Event,” the later of (a) the date of the public statement or publication of information referenced therein and (b) the date on which the administrator of such Benchmark (or the published component used in the calculation thereof) permanently or indefinitely ceases to provide all Available Tenors of such Benchmark (or such component thereof);
- (2) in the case of clause (3) of the definition of “Benchmark Transition Event,” the date of the public statement or publication of information referenced therein; or
- (3) in the case of an Early Opt-in Election, the sixth (6<sup>th</sup>) Business Day after the date notice of such Early Opt-in Election is provided to the Lenders, so long as the Administrative Agent has not received, by 5:00 p.m. (New York City time) on the fifth (5<sup>th</sup>) Business Day after the date notice of such Early Opt-in Election is provided to the Lenders, written notice of objection to such Early Opt-in Election from Lenders comprising the Required Lenders.

For the avoidance of doubt, (i) if the event giving rise to the Benchmark Replacement Date occurs on the same day as, but earlier than, the Reference Time in respect of any determination, the Benchmark Replacement Date will be deemed to have occurred prior to the Reference Time for such determination and (ii) the “Benchmark Replacement Date” will be deemed to have occurred in the case of clause (1) or (2) with respect to any Benchmark upon the occurrence of the applicable event or events set forth therein with respect to all then-current Available Tenors of such Benchmark (or the published component used in the calculation thereof).

**“Benchmark Transition Event”** means the occurrence of one or more of the following events with respect to the then-current Benchmark:

- (1) a public statement or publication of information by or on behalf of the administrator of such Benchmark (or the published component used in the calculation thereof) announcing that such administrator has ceased or will cease to provide all Available Tenors of such Benchmark (or such component thereof), permanently or indefinitely, provided that, at the time of such statement or publication, there is no successor administrator that will continue to provide any Available Tenor of such Benchmark (or such component thereof);
- (2) a public statement or publication of information by the regulatory supervisor for the administrator of such Benchmark (or the published component used in the calculation thereof), the Board of Governors of the Federal Reserve System, the Federal Reserve Bank of New York, an insolvency official with jurisdiction over the administrator for such Benchmark (or such component), a resolution authority with jurisdiction over the administrator for such Benchmark (or such component) or a court or an entity with similar insolvency or resolution authority over the administrator for such Benchmark (or such component), which states that the administrator of such Benchmark (or such component) has ceased or will cease to provide all Available Tenors of such

Benchmark (or such component thereof) permanently or indefinitely, provided that, at the time of such statement or publication, there is no successor administrator that will continue to provide any Available Tenor of such Benchmark (or such component thereof); or

(3) a public statement or publication of information by the regulatory supervisor for the administrator of such Benchmark (or the published component used in the calculation thereof) announcing that all Available Tenors of such Benchmark (or such component thereof) are no longer representative.

For the avoidance of doubt, a “Benchmark Transition Event” will be deemed to have occurred with respect to any Benchmark if a public statement or publication of information set forth above has occurred with respect to each then-current Available Tenor of such Benchmark (or the published component used in the calculation thereof).

“**Beneficial Ownership Certification**” means a certification regarding beneficial ownership as required by the Beneficial Ownership Regulation.

“**Beneficial Ownership Regulation**” means 31 C.F.R. §1010.230.

“**BHC Act Affiliate**” of a party means an “affiliate” (as such term is defined under, and interpreted in accordance with, 12 U.S.C. 1841(k)) of such party.

“**Board**” means the Board of Governors of the Federal Reserve System of the United States of America or any successor Governmental Authority.

“**Borrower**” has the meaning assigned to such term in the introductory paragraph of this Agreement.

“**Borrowing**” means Loans made on the same date. “**Borrowing Request Notice**” means a notice of request by the Borrower for a Borrowing in accordance with Section 2.02, which shall be substantially in the form of Exhibit B (or such other form as may be approved by the Administrative Agent including any form on an electronic platform or electronic transmission system as shall be approved by the Administrative Agent), appropriately completed and signed by a Responsible Officer of the Borrower.

“**Business Day**” means any day that is not a Saturday, Sunday or other day on which commercial banks in Houston, Texas are authorized or required by law to remain closed.

“**Capital Leases**” means, in respect of any Person, all leases which shall have been, or should have been, in accordance with GAAP, recorded as capital leases on the balance sheet of the Person liable for the payment of rent thereunder; *provided* that for purposes of calculations made pursuant to the terms of this Agreement or compliance with any covenant, GAAP will be deemed to treat leases in a manner consistent with its treatment under GAAP as of December 31, 2018, notwithstanding any modifications or interpretive changes thereto that may occur thereafter.

“**Cash Equivalents**” means (a) direct obligations of the United States or any agency thereof, or obligations guaranteed by the United States or any agency thereof, in each case maturing within one year from the date of creation thereof; (b) commercial paper maturing within one year from the date of creation thereof having a rating of at least P-1 or A-1 from either Moody’s or S&P, respectively; (c) deposits maturing within one year from the date of creation thereof with, including certificates of deposit issued by, any Lender or any office located in the United States of any other bank or trust company which is organized under the laws of the United States or any state thereof, has capital, surplus and undivided profits

aggregating at least \$1,000,000 (as of the date of such bank or trust company's most recent financial reports) and has a short term deposit rating of no lower than A1 or P1, as such rating is set forth from time to time, by S&P or Moody's, respectively; and (d) deposits in money market funds investing not less than 90% of their assets in Investments described in the foregoing items.

**"Casualty Event"** means any loss, casualty or other insured damage to, or any nationalization, taking under power of eminent domain or by condemnation or similar proceeding of, any Property of the Borrower or any Subsidiary.

**"CERCLA"** has the meaning assigned such term in the definition of Environmental Laws.

**"Change in Law"** means (a) the adoption or taking effect of any law, rule or regulation after the date of this Agreement, (b) any change in any law, rule or regulation or in the interpretation or application thereof by any Governmental Authority after the date of this Agreement or (c) compliance by any Lender (or, for purposes of Section 5.01(b)), by any Lending Office of such Lender or by such Lender's holding company, if any) with any request, guideline or directive (whether or not having the force of law) of any Governmental Authority made or issued after the date of this Agreement; *provided* that notwithstanding anything herein to the contrary, (i) the Dodd-Frank Wall Street Reform and Consumer Protection Act and all requests, rules, guidelines or directives thereunder or issued in connection therewith and (ii) all requests, rules, guidelines or directives promulgated by the Bank for International Settlements, the Basel Committee on Banking Supervision (or any successor or similar authority) or the United States regulatory authorities, in each case pursuant to Basel III, shall in each case be deemed to be a "Change in Law," regardless of the date enacted, adopted or issued.

**"Change of Control"** means the Permitted Holders collectively shall cease to directly or indirectly own, or cease to have the power to vote or direct the voting of, (a) Equity Interests of Parent representing more than 50% of the aggregate ordinary voting power represented by the issued and outstanding Equity Interests of Parent on a fully-diluted basis or (b) except in a transaction permitted by Section 9.12(d)(ii), Equity Interests of the Borrower representing more than 50% of the aggregate ordinary voting power represented by the issued and outstanding Equity Interests of the Borrower on a fully-diluted basis.

**"Change of Control Affiliate"** means as to any Person, any other Person which, directly or indirectly, is in control of, is controlled by, or is under common control with, such Person. For purposes of this definition and the definitions of "Permitted Holders", "ARCC", "Angelo Gordon" and "MSD", "control" of a Person (including, with its correlative meanings, "controlled by" and "under common control with") means the power, directly or indirectly, to direct or cause the direction of the general management and policies of such Person, whether by contract or otherwise.

**"Chapter 11 Plan"** has the meaning assigned such term in the recitals hereto.

**"Class"**, when used in reference to (a) any Loan or Borrowing, refers to whether such Loan, or the Loans comprising such Borrowing, are Tranche A Loans, Tranche B Loans, Tranche C Loans or Incremental Term Loans, (b) any Commitment, refers to whether such Commitment is a Tranche A Commitment or Incremental Term Commitment and (c) any Lender, refers to whether such Lender has a Loan or Commitment with respect to a particular Class of Loans or Commitments.

**"Class A Units"** means the Class A Units of Parent, as more fully defined in the Parent LLC Agreement.

**"Code"** means the Internal Revenue Code of 1986, and any successor statute.

**“Collateral”** means any and all property owned, leased or operated by any Loan Party covered by the Security Instruments and any and all other property of any Loan Party, now existing or hereafter acquired, that may at any time be or become subject to a security interest or Lien in favor of the Administrative Agent, for the benefit of the Secured Parties, to secure the Obligations[; *provided* that notwithstanding anything in this Agreement or any other Loan Document to the contrary, other than with respect to the Sand Hill Lease, the Lonestar Prop 50 Lease, the Tolar Lease and the Winkler Lease, no Building (as defined in the applicable Flood Insurance Regulations) or Manufactured (Mobile) Home (as defined in the applicable Flood Insurance Regulations) owned by the Borrower or any other Loan Party shall be included in the Collateral unless and until the Lenders are given 30 days’ prior written notice thereof and each Lender confirms within such 30 day period to the Administrative Agent that its flood due diligence has been completed and flood insurance compliances has been confirmed (including the receipt of evidence of any required flood insurance)].

**“Commitment”** means as to each Lender, its Tranche A Commitment or Incremental Term Loan Commitment, expressed as an amount representing the maximum principal amount of the Loan of the applicable Class to be made by such Lender under this Agreement, as such commitment may be reduced from time to time or increased pursuant to the terms of this Agreement (including an Incremental Amendment).

**“Commodity Exchange Act”** means the Commodity Exchange Act (7 U.S.C. §1 et seq.), as amended from time to time, and any successor statute, and any regulations promulgated thereunder.

**“Confirmation Order”** means the order of the Bankruptcy Court dated [●], 2020 Docket No. [●] confirming the Chapter 11 Plan, which order authorized and approved the Debtors’ entry into and performance under this Agreement.

**“Consolidated EBITDA”** means, for any period, with respect to the Borrower and its Subsidiaries on a consolidated basis, Consolidated Net Income for such period *plus* (a) without duplication and to the extent deducted in calculating Consolidated Net Income for such period, the sum of (i) Consolidated Interest Expense for such period, (ii) the sum of federal, state, local and foreign income Taxes accrued or paid in cash during such period, (iii) the amount of depreciation, depletion and amortization expense deducted in determining Consolidated Net Income, (iv) any extraordinary, unusual or non-recurring items reducing Consolidated Net Income for such period, (v) any non-cash items reducing Consolidated Net Income for such period, (vi) fees, charges and expenses incurred in connection with this Agreement and the other Loan Documents (including the negotiation, execution and delivery thereof), (vii) customary and reasonable non-recurring out of pocket transaction fees and expenses incurred in connection with a Permitted Acquisition or other Investments permitted hereunder or incurred in connection with an unsuccessful acquisition that Borrower reasonably believed would have otherwise constituted a Permitted Acquisition had it been consummated or an Investment that would have otherwise been permitted hereunder if consummated, (viii) customary and reasonable non-recurring out-of-pocket transaction fees incurred to source, evaluate or perform due diligence relating to or in connection with Investments permitted hereunder or the issuance, administration, prepayment, amendment, or refinancing of Debt (including all fees and expenses of the agent or lenders under any such Debt, including attorney’s fees) or issuance of Equity Interests permitted hereunder, whether or not such transactions are consummated, (ix) losses on asset sales to the extent reducing Consolidated Net Income for such period, (x) losses with respect to any Swap Agreement, (xi) [reserved], (xii) any losses from discontinued operations, (xiii) non-recurring litigation expenses, (xiv) expenses in opening new sand processing or mining facilities or facilities relating to transportation or logistics or substantial expansions of existing sand processing or mining facilities or facilities relating to transportation and logistics, (xv) [reserved], (xvi) [reserved], (xvii) fees, charges and expenses incurred in connection with any Permitted ABL Facility (including the negotiation, execution and

delivery thereof), whether or not such transactions are consummated and (xviii) other non-recurring costs and expenses reasonably approved by the Required Lenders, *minus* (b) without duplication and to the extent included in calculating Consolidated Net Income for such period, the sum of (i) any extraordinary, unusual or non-recurring items increasing Consolidated Net Income for such period, (ii) any non-cash items increasing Consolidated Net Income for such period, (iii) gains on asset sales to the extent increasing Consolidated Net Income for such period and (iv) gains with respect to any Swap Agreement. For the purposes of calculating Consolidated EBITDA for any period, if at any time during such period (and after the Effective Date), the Borrower or any Subsidiary shall have made a Permitted Acquisition or any sale, assignment, conveyance or other transfer of Property, in each case, with a dollar value in excess of \$5,000,000, Consolidated EBITDA for such period shall be calculated after giving pro forma effect thereto (including pro forma adjustments arising out of events which are directly attributable to such Permitted Acquisition, are factually supportable, and are expected to have a continuing impact, in each case to be mutually and reasonably agreed upon by the Borrower and the Administrative Agent) as if any such Permitted Acquisition (or adjustment) or such sale, assignment, conveyance or other transfer occurred on the first day of such period.

**“Consolidated Interest Expense”** means, for any period, with respect to the Borrower and its Subsidiaries on a consolidated basis, total interest expense, whether paid or not, (including that portion attributable to capital leases in accordance with GAAP and capitalized interest) premium payments, debt discount, fees, charges and related expenses with respect to all outstanding Debt of the Borrower and its Subsidiaries, including all commissions, discounts and other fees and charges owed with respect to letters of credit, including net payments under interest rate Swap Agreements to the extent such net payments are allocable to such period in accordance with GAAP, in each case whether or not paid in cash during such period.

**“Consolidated Net Income”** means, for any period, the consolidated net income (or loss) of the Borrower and its Subsidiaries on a consolidated basis in accordance with GAAP; *provided* that, except as set forth in the definition of Consolidated EBITDA regarding giving pro forma effect to Permitted Acquisitions and other dispositions or transfers of Property, there shall be excluded the income (or deficit) of any Person accrued prior to the date it becomes a Subsidiary or is merged into or consolidated with Borrower or any of its Subsidiaries.

**“Consolidated Subsidiaries”** means each subsidiary of Parent (whether now existing or hereafter created or acquired) the financial statements of which are (or should be) consolidated with the financial statements of Parent in accordance with GAAP.

**“Contractual Obligations”** means, with respect to any Person, any term, condition or provision of any security issued by such Person or of any agreement, instrument or other undertaking to which such Person is a party or by which it or any of its Property is bound, and with respect to any Loan Party, shall include such Loan Party’s obligations under any Material Contract.

**“Control”** means the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of a Person, whether through the ability to exercise voting power, by contract or otherwise. For the purposes of this definition, and without limiting the generality of the foregoing, any Person that owns directly or indirectly 10% or more of the Equity Interests having ordinary voting power for the election of the directors or other governing body of a Person (other than as a limited partner of such other Person) will be deemed to “control” such other Person. **“Controlling”** and **“Controlled”** have meanings correlative thereto.

**“Conversion Documentation”** has the meaning assigned such term in Section 3.03(d)(ii).

**“Converting Debt”** means, as of any date of determination, the outstanding principal balance of the Loans, all accrued interest thereon and all unpaid fees, expenses and other Obligations owing to the Lenders.

**“Converting Debt Percentage”** means the amount, expressed as a percentage rounded to four decimal places, equal to (a) 100.0000% less (b) the amount, expressed as a percentage rounded to four decimal places, obtained by dividing the Converting Debt by the Sale Consideration. By way of illustration of the foregoing only, if the Converting Debt were \$1.00 and the Sale Consideration was \$5.00, the Converting Debt Percentage would be equal to  $(100.0000\% - 20.0000\%)$ , or 80.0000%.

**“Corresponding Tenor”** with respect to any Available Tenor means, as applicable, either a tenor (including overnight) or an interest payment period having approximately the same length (disregarding business day adjustment) as such Available Tenor.

**“Covered Entity”** means any of the following: (a) a “covered entity” as that term is defined in, and interpreted in accordance with, 12 C.F.R. § 252.82(b); (b) a “covered bank” as that term is defined in, and interpreted in accordance with, 12 C.F.R. § 47.3(b); or (c) a “covered FSI” as that term is defined in, and interpreted in accordance with, 12 C.F.R. § 382.2(b).

**“Covered Party”** has the meaning assigned such term in Section 12.21.

**“Daily Simple SOFR”** means, for any day, SOFR, with the conventions for this rate (which will include a lookback) being established by the Administrative Agent in accordance with the conventions for this rate selected or recommended by the Relevant Governmental Body for determining “Daily Simple SOFR” for syndicated business loans; provided, that if the Administrative Agent decides that any such convention is not administratively feasible for the Administrative Agent, then the Administrative Agent may establish another convention in its reasonable discretion.

**“Debt”** means, for any Person, the following (without duplication): (a) all obligations of such Person for borrowed money or evidenced by bonds, bankers’ acceptances, debentures, notes or other similar instruments; (b) all obligations of such Person (whether contingent or otherwise) in respect of letters of credit, surety or other bonds and similar instruments; (c) all accrued expenses, liabilities or other obligations of such Person to pay the deferred purchase price of Property or services (excluding accounts payable incurred in the ordinary course of business consistent with past practices and which are not past due by more than sixty (60) days); (d) all obligations under Capital Leases; (e) all Debt (as defined in the other clauses of this definition) of others secured by (or for which the holder of such Debt has an existing right, contingent or otherwise, to be secured by) a Lien on any Property of such Person, whether or not such Debt is assumed by such Person; (f) all Debt (as defined in the other clauses of this definition) of others guaranteed by such Person or in which such Person otherwise assures a creditor against loss of the Debt (howsoever such assurance shall be made) to the extent of the lesser of the amount of such Debt and the maximum stated amount of such guarantee or assurance against loss; (g) all obligations or undertakings of such Person to maintain or cause to be maintained the financial position or covenants of others and, to the extent entered into as a means of providing credit support for the obligations of others and not primarily to enable such Person to acquire any such Property; (h) any Debt (as defined in the other clauses of this definition) of a partnership for which such Person is liable either by agreement, by operation of law or by a Governmental Requirement but only to the extent of such liability; and (i) Disqualified Capital Stock. The Debt of any Person shall include all obligations of such Person of the character described above to the extent such Person remains legally liable in respect thereof notwithstanding that any such obligation is not included as a liability of such Person under GAAP.

**“Debt Conversion”** has the meaning assigned such term in Section 3.03(d)(i).

**“Debtor Relief Laws”** means the Bankruptcy Code of the United States, and all other liquidation, conservatorship, bankruptcy, assignment for the benefit of creditors, moratorium, rearrangement, receivership, insolvency, reorganization, or similar debtor relief laws of the United States or other applicable jurisdictions from time to time in effect.

**“Debtors”** has the meaning assigned such term in the recitals hereto.

**“Declining Lender”** has the meaning assigned such term in Section 3.02(e).

**“Default”** means any event or condition which constitutes an Event of Default or which upon notice, lapse of time or both would, unless cured or waived, become an Event of Default.

**“Default Right”** has the meaning assigned to such term in, and shall be interpreted in accordance with, 12 C.F.R. §§ 252.81, 47.2 or 382.1, as applicable.

**“Defaulting Lender”** means any Lender that (a) has failed, within two Business Days of the date required to be funded or paid, to (i) fund any portion of its Loans or (ii) pay over to the Administrative Agent any other amount required to be paid by it hereunder, unless, in the case of clause (i) above, such Lender notifies the Administrative Agent and Borrower in writing that such failure is the result of such Lender’s good faith determination that a condition precedent to funding (such writing to specifically identify and include the particular default, if any) has not been satisfied, (b) has notified the Administrative Agent, Borrower or any Loan Party in writing, or has made a public statement to the effect, that it does not intend or expect to comply with any of its funding obligations under this Agreement (unless such writing or public statement indicates that such position is based on such Lender’s good faith determination that a condition precedent (specifically identified and including the particular default, if any) to funding a Loan under this Agreement cannot be satisfied), (c) has become the subject of a Bankruptcy Event, or (d) has become the subject of a Bail-in Action.

**“Deposit Account”** has the meaning specified in the UCC.

**“Designated Jurisdiction”** means any country or territory to the extent that such country or territory itself is the subject of any Sanction.

**“DIP Credit Agreement”** has the meaning assigned such term in the recitals hereto.

**“DIP Facility”** has the meaning assigned such term in the recitals hereto.

**“DIP Lenders”** has the meaning assigned such term in the recitals hereto.

**“DIP Loans”** means the loans made and outstanding under the DIP Credit Agreement as of the Effective Date immediately prior to giving effect to the effectiveness of this Agreement.

**“Disqualified Capital Stock”** means any Equity Interest (regardless of whether it would constitute indebtedness or a liability in accordance with GAAP) that, by its terms (or by the terms of any security into which it is convertible or for which it is exchangeable) or upon the happening of any event, (a) matures or is mandatorily redeemable for any consideration other than other Equity Interests (which would not constitute Disqualified Capital Stock), pursuant to a sinking fund obligation or otherwise (except as a result of a change of control, asset sale or similar event so long as any rights of the holders thereof upon the occurrence of a change of control, asset sale or similar event shall be subject to the prior repayment in full

of the Loans and all other Obligations that are accrued and payable and the termination of the Commitments), or (b) is convertible or exchangeable for Debt or redeemable for any consideration (other than other Equity Interests (which would not constitute Disqualified Capital Stock) or as a result of a change of control, asset sale or similar event so long as any rights of the holders thereof upon the occurrence of a change of control, asset sale or similar event shall be subject to the prior repayment in full of the Loans and all other Obligations that are accrued and payable and the termination of the Commitments) at the option of the holder thereof, in whole or in part, in each case, on or prior to the date that is 91 days after the Maturity Date; *provided* that if such Equity Interests are issued pursuant to a plan for the benefit of employees of any Loan Party, such Equity Interests shall not constitute Disqualified Capital Stock solely because they may be required to be repurchased by the Borrower or any of its Subsidiaries in order to satisfy applicable statutory or regulatory obligations.

**“Disqualified Lender”** means the Persons (if any) identified in writing by the Borrower to the Administrative Agent prior to the Effective Date; provided that the identity of such Persons shall be reasonably acceptable to the Administrative Agent. To the extent any Disqualified Lenders have been identified in writing by the Borrower to the Administrative Agent prior to the Effective Date, the Administrative Agent will deliver a list of the Disqualified Lenders to all Lenders.

**“dollars”** or **“\$”** refers to lawful money of the United States of America.

**“Domestic Subsidiary”** means any Subsidiary that is organized under the laws of the United States of America or any State thereof or the District of Columbia.

**“Early Opt-in Election”** means, if the then-current Benchmark is USD LIBOR, the occurrence of:

- (1) a notification by the Administrative Agent to (or the request by the Borrower to the Administrative Agent to notify) each of the other parties hereto that at least [five]<sup>9</sup> currently outstanding U.S. dollar-denominated syndicated credit facilities at such time contain (as a result of amendment or as originally executed) a SOFR-based rate (including SOFR, a term SOFR or any other rate based upon SOFR) as a benchmark rate (and such syndicated credit facilities are identified in such notice and are publicly available for review), and
- (2) the joint election by the Administrative Agent and the Borrower to trigger a fallback from USD LIBOR and the provision by the Administrative Agent of written notice of such election to the Lenders.

**“Effective Date”** means the date on which the conditions specified in Section 6.01 are satisfied (or waived in accordance with Section 12.02).

**“EEA Financial Institution”** means (a) any credit institution or investment firm established in any EEA Member Country which is subject to the supervision of an EEA Resolution Authority, (b) any entity established in an EEA Member Country which is a parent of an institution described in clause (a) of this definition, or (c) any financial institution established in an EEA Member Country which is a subsidiary of an institution described in clauses (a) or (b) of this definition and is subject to consolidated supervision with its parent.

**“EEA Member Country”** means any of the member states of the European Union, Iceland, Liechtenstein, and Norway.



**“EEA Resolution Authority”** means any public administrative authority or any person entrusted with public administrative authority of any EEA Member Country (including any delegee) having responsibility for the resolution of any EEA Financial Institution.

**“Eligible Assignee”** means (a) a Lender, (b) an Affiliate of a Lender and (c) a Related Party of a Lender; *provided that* “Eligible Assignee” shall not include at any time any Defaulting Lender.

**“Environmental Laws”** means any and all applicable Governmental Requirements pertaining to pollution or protection of the environment, the protection of health as it relates to exposure to Hazardous Materials in the environment or the preservation or reclamation of natural resources or the management, Release or threatened Release of any Hazardous Materials, in effect in any and all jurisdictions in which the Borrower or any of the other Loan Parties is conducting or at any time has conducted business, or where any Property of the Borrower or any of the other Loan Parties is located, including, without limitation, the Oil Pollution Act of 1990, the Clean Air Act, the Comprehensive Environmental, Response, Compensation, and Liability Act of 1980 (**“CERCLA”**), the Federal Water Pollution Control Act, the Occupational Safety and Health Act of 1970, the Resource Conservation and Recovery Act of 1976, (**“RCRA”**), the Safe Drinking Water Act, the Toxic Substances Control Act, the Superfund Amendments and Reauthorization Act of 1986, and the Hazardous Materials Transportation Act.

**“Environmental Permit”** means any permit, registration, license, approval, consent, exemption, variance, or other authorization required under or issued pursuant to applicable Environmental Laws.

**“Equity Interests”** means shares of capital stock, partnership interests, membership interests in a limited liability company, beneficial interests in a trust or other equity ownership interests in a Person, and any warrants, options or other rights entitling the holder thereof to purchase or acquire any such Equity Interest.

**“ERISA”** means the Employee Retirement Income Security Act of 1974.

**“ERISA Affiliate”** means each Person which together with the Borrower or any other Loan Party would be treated as a “single employer” under Section 4001(b)(1) of ERISA or subsection (b), (c), (m) or (o) of Section 414 of the Code.

**“ERISA Event”** means any one of the following: (a) a “reportable event” described in Section 4043 of ERISA or the regulations issued thereunder (other than events for which the thirty (30) day notice period has been waived) with respect to a Pension Plan; (b) a failure by the Borrower, any other Loan Party or any ERISA Affiliate to meet any applicable requirement under the Pension Funding Rules or the filing of an application for the waiver of the minimum funding standards under the Pension Funding Rules; (c) a determination that any Pension Plan is, or is expected to be, in “at-risk” status (as defined in Section 303(i)(4) of ERISA or Section 430(i)(4) of the Code); (d) the withdrawal of the Borrower, any other Loan Party or any ERISA Affiliate from a Pension Plan during a plan year in which it was a “substantial employer” as defined in Section 4001(a)(2) of ERISA; (e) the filing of a notice of intent to terminate a Pension Plan or the treatment of a Pension Plan amendment as a termination under Section 4041 of ERISA; (f) receipt by the Borrower, any other Loan Party or any ERISA Affiliate from the PBGC or a plan administrator of any notice relating to an intention to terminate any Pension Plan or to appoint a trustee to administer any Pension Plan; (g) any event or condition which constitutes grounds under Section 4042 of ERISA for the termination of, or the appointment of a trustee to administer, any Pension Plan; (h) the imposition or incurrence of any liability under Title IV of ERISA, other than for contributions due but not delinquent under the Pension Funding Rules or PBGC premiums due but not delinquent under Section 4007 of ERISA, upon the Borrower, any other Loan Party or any ERISA Affiliate; (i) the receipt by the Borrower,

any other Loan Party or any ERISA Affiliate of any notice, or the receipt by any Multiemployer Plan from the Borrower, any other Loan Party or any ERISA Affiliate of any notice, concerning the imposition of “withdrawal liability” pursuant to Section 4202 of ERISA or a determination that a Multiemployer Plan is, or is expected to be, insolvent within the meaning of Title IV of ERISA, or is in endangered or critical status with the meaning of Section 305 of ERISA; (j) the engagement by the Borrower, any other Loan Party or any ERISA Affiliate in a transaction that could be subject to Section 4069 or Section 4212(c) of ERISA; (k) the imposition of a lien upon property or rights to property of the Borrower, any other Loan Party or any ERISA Affiliate pursuant to Section 430(k) of the Code or Section 303(k) of ERISA; (l) the making of an amendment to a Pension Plan that could result in the posting of bond or security under Section 436(f)(1) of the Code; or (m) the disqualification by the IRS of any Plan intended to be qualified under Section 401(a) of the Code, or the determination by the IRS that any trust forming part of any Pension Plan intended to qualify under Section 401(a) of the Code fails to qualify for exemption from taxation under Section 501(a) of the Code, or, in each case, the receipt from the IRS of notice of failure to qualify as such.

**“EU Bail-In Legislation Schedule”** means the EU Bail-In Legislation Schedule published by the Loan Market Association (or any successor person), as in effect from time to time.

**“Event of Default”** has the meaning assigned such term in Section 10.01.

**“Excepted Liens”** means: (a) Liens for Taxes, assessments or other governmental charges or levies which are not delinquent or which are being contested in good faith by appropriate action and for which adequate reserves have been maintained in accordance with GAAP; (b) Liens in connection with workers’ compensation, unemployment insurance or other social security, old age pension or public liability obligations which are not delinquent or which are being contested in good faith by appropriate action and for which adequate reserves have been maintained in accordance with GAAP; (c) statutory or common law landlord’s liens, operators’, vendors’, carriers’, warehousemen’s, repairmen’s, mechanics’, suppliers’, workers’, materialmen’s, construction or other like Liens arising by operation of law, each of which is in respect of obligations that are not overdue for a period of more than thirty (30) days or, if more than thirty (30) days overdue, are unfiled and no other action has been taken to enforce such Liens, or which are being contested in good faith by appropriate action and for which adequate reserves have been maintained in accordance with GAAP; (d) Liens arising solely by virtue of any statutory or common law provision relating to banker’s liens, rights of set-off or similar rights and remedies and burdening only deposit accounts or other funds maintained with a creditor depository institution; *provided* that no such deposit account is a dedicated cash collateral account or is subject to restrictions against access by the depositor in excess of those set forth by regulations promulgated by the Board and no such deposit account is intended by the Borrower or any of the other Loan Parties to provide collateral to the depository institution; (e) easements, restrictions (including zoning restrictions), encroachments, licenses, protrusions, servitudes, permits, conditions, covenants, exceptions or reservations in any Property of the Borrower or any of the other Loan Parties, including for the purpose of roads, pipelines, transmission lines, transportation lines, distribution lines and other means of ingress and egress for the removal of gas, oil, coal or other minerals or timber, and other like purposes, or for the joint or common use of real estate, rights of way, facilities and equipment, any exceptions on the mortgage policies issued in connection with the Mortgaged Properties, and leases or subleases of real property and any interest or title of a lessee or sublessee under any such lease or sublease, in each case, that do not secure any monetary obligations and which in the aggregate do not materially impair the use of such Property for the purposes of which such Property is held by the Borrower or any of the other Loan Parties or materially impair the value of such Property subject thereto and which do not impair or diminish the Administrative Agent’s or Secured Parties’ Liens on the Mortgaged Property; (f) pledges or deposits or Liens on cash or securities pledged to secure performance of tenders, surety, stay, customs and appeal bonds, government contracts, performance and return of money bonds, bids, trade contracts, utilities, leases, statutory obligations, regulatory obligations and other obligations of a like nature

(including those to secure health, safety and environmental obligations) incurred in the ordinary course of business; (g) Liens in favor of the depository bank arising under documentation governing deposit accounts or in any Control Agreement (as defined in the Security Agreement) or Liens of a collecting bank arising in the ordinary course of business under Section 4-208 of the UCC, which Liens secure the payment of returned items, settlement item amounts, bank fees, or similar items or fees; (h) judgment and attachment Liens not giving rise to an Event of Default; *provided* that any appropriate legal proceedings which may have been duly initiated for the review of such judgment shall not have been finally terminated or the period within which such proceeding may be initiated shall not have expired and no action to enforce such Lien has been commenced; (iii) notices of *lis pendens* and associated rights related to litigation being contested in good faith by appropriate proceedings for which adequate reserves have been made with respect thereto on the books of the applicable Person in accordance with GAAP; (i) Liens on any Vehicle to the extent the aggregate value (as determined by the Borrower in its reasonable and good faith judgment) of all Vehicles subject to such Liens does not exceed \$10,000,000 at any time outstanding; (j) a Lien existing on any Property prior to the acquisition thereof by any Loan Party or any Subsidiary or existing on any Property of any Person that becomes a Loan Party after the date hereof prior to the time such Person becomes a Loan Party; *provided* that (A) such Lien is not created in contemplation of or in connection with such acquisition or such Person becoming a Loan Party, as applicable, (B) such Lien shall not apply to any other Property of such Loan Party (other than the proceeds, products and accessions thereof and other than after-acquired property subjected to a Lien securing Debt and other obligations incurred prior to such time and which Debt and other obligations are permitted hereunder that require, pursuant to their terms at such time, a pledge of after-acquired property, it being understood that such requirement shall not be permitted to apply to any property to which such requirement would not have applied but for such acquisition), (C) such Lien shall secure only those obligations which it secures on the date of such acquisition or the date such Person becomes a Loan Party, as applicable, and extensions, renewals and replacements thereof that do not increase the outstanding principal amount thereof and (D) the aggregate principal amount of the obligations secured thereby does not exceed \$[15,000,000] at any time outstanding; (k) licenses of intellectual property rights granted in the ordinary course of business, which in the aggregate do not materially impair the use of any Property owned by the Borrower or any of the other Loan Parties for the purposes of which such Property is held by the Borrower or any of the other Loan Parties or materially impair the value of such Property subject thereto and which do not impair or diminish the Administrative Agent's or Secured Parties' Liens on such Property; (l) [liens arising under Section 11 of the Prop 50 Lease in favor of Lonestar Prop 50, LLC, each of which is in respect of obligations that are not delinquent]; (m) pledges and deposits in the ordinary course of business securing liability for reimbursement or indemnification obligations of (including obligations in respect of letters of credit or bank guarantees for the benefit of) insurance carriers providing property, casualty or liability insurance to any Loan Party; (n) Liens on specific items of inventory or other goods and proceeds of any Person securing such Person's obligations in respect of bankers' acceptances or letters of credit issued or created for the account of such person to facilitate the purchase, shipment or storage of such inventory or other goods in the ordinary course of business; (o) Liens arising out of conditional sale, title retention, consignment or similar arrangements for sale of goods entered into by the Borrower or any Subsidiary in the ordinary course of business permitted by this Agreement; (p) Liens that are contractual rights of set-off or rights of pledge relating to purchase orders and other agreements entered into with customers of the Borrower or any of its Subsidiaries in the ordinary course of business; (q) Liens solely on any cash earnest money deposits made by the Borrower or any of its Subsidiaries in connection with any letter of intent or purchase agreement permitted hereunder; (r) Liens arising from precautionary Uniform Commercial Code financing statement or similar filings in connection with operating leases or consignments of goods or securing obligations permitted to be incurred on a secured basis under Section 9.03 and elsewhere under Section 9.04; (s) Liens on insurance policies and the proceeds thereof securing the financing of the premiums with respect thereto; *provided, further* that (x) all such Liens described in clauses [(a) through (e) and (l)] shall remain "Excepted Liens" only for so long as no action to enforce such Lien has been commenced and no intention to subordinate the Lien granted in favor of the

Administrative Agent and the Lenders is to be hereby implied or expressed by the permitted existence of such Excepted Liens and (y) the term “Excepted Liens” shall not include any Lien securing Debt for borrowed money other than the Obligations.

**“Excess Requested Incremental Term Loans”** has the meaning assigned to such term in Section 2.07(b)(ii).

**“Excluded Taxes”** means, with respect to the Administrative Agent, any Lender or any other recipient of any payment to be made by or on account of any obligation of the Borrower or any Guarantor hereunder or under any other Loan Document, (a) Taxes imposed on (or measured by) its net income and franchise Taxes (including the Texas franchise Tax) imposed on it (in lieu of income Taxes), in each case, by the United States of America or such other jurisdiction under the laws of which such recipient is organized or in which its principal office is located or, in the case of any Lender, in which its applicable Lending Office is located, (b) any branch profits Taxes imposed by the United States of America or any similar Tax imposed by any other jurisdiction in which the Borrower or any Guarantor is located, (c) in the case of a Foreign Lender, any United States federal withholding Tax that is imposed on amounts payable to (i) such Foreign Lender at the time such Foreign Lender becomes a party to this Agreement (other than pursuant to an assignment request by the Borrower) or (ii) such Lender changes its lending office, except in each case to the extent that, pursuant to Section 5.02, amounts with respect to such Taxes were payable either to such Lender’s assignor immediately before such Lender became a party hereto or to such Lender immediately before it changed its lending office, (d) is attributable to such Foreign Lender’s failure to comply with Section 5.02(f) or (e) any United States federal withholding Taxes under FATCA.

**“FATCA”** means Sections 1471 through 1474 of the Code as of the date of this Agreement (or any amended or successor version that is substantively comparable and not materially more onerous to comply with), any current and future regulations or official interpretations thereof, any agreements entered into pursuant to Section 1471(b)(1) of the Code and any intergovernmental agreement implementing any of the foregoing.

**“FCPA”** means the Foreign Corrupt Practices Act of 1977.

**“Fee Letter”** means the Fee Letter, dated as of the Effective Date, by and among the Borrower, Parent and the Administrative Agent.

**“Financial Officer”** means, for any Person, the chief financial officer, principal accounting officer, treasurer or controller of such Person. Unless otherwise specified, all references herein to a Financial Officer means a Financial Officer of the Borrower.

**“First Incremental Offer Deadline”** has the meaning assigned to such term in Section 2.07(b)(ii).

**“First Offer”** has the meaning assigned such term in Section 3.02(e).

**“First Offer Deadline”** has the meaning assigned such term in Section 3.02(e).

**“Fiscal Quarter”** means a fiscal quarter ending on March 31, June 30, September 30 or December 31 of each year.

**“Flood Insurance Regulations”** means (a) the National Flood Insurance Act of 1968 as now or hereafter in effect or any successor statute thereto, (b) the Flood Disaster Protection Act of 1973 as now or hereafter in effect or any successor statute thereto, (c) the National Flood Insurance Reform Act of 1994

(amending 42 USC 4001, et seq.), as the same may be amended or recodified from time to time, and (d) the Flood Insurance Reform Act of 2004 and any regulations promulgated thereunder.

**“Floor”** means the benchmark rate floor, if any, provided in this Agreement initially (as of the execution of this Agreement, the modification, amendment or renewal of this Agreement or otherwise) with respect to USD LIBOR.

**“Foreign Lender”** means any Lender that is organized under the laws of a jurisdiction other than that in which the Borrower is located. For purposes of this definition, the United States of America, each State thereof and the District of Columbia shall be deemed to constitute a single jurisdiction.

**“Foreign Subsidiary”** means any Subsidiary that is not a Domestic Subsidiary.

**“Former Parent”** has the meaning assigned such term in the recitals hereto.

**“GAAP”** means generally accepted accounting principles in the United States of America as in effect from time to time, subject to the terms and conditions set forth in Section 1.04.

**“Governmental Authority”** means the government of the United States of America, any other nation or any political subdivision thereof, whether state or local, and any agency, authority, instrumentality, regulatory body, court, central bank or other entity exercising executive, legislative, judicial, taxing, regulatory or administrative powers or functions of or pertaining to government.

**“Governmental Requirement”** means any law, statute, code, ordinance, order, legally binding determination, rule, regulation, judgment, decree, injunction, franchise, permit, certificate, license, rules of common law, authorization or other legally binding directive or requirement, whether now or hereinafter in effect, of any Governmental Authority.

**“Guarantors”** means Parent and each Subsidiary Guarantor.

**“Guaranty Agreement”** means the Guaranty Agreement, dated as of the Effective Date, executed by the Guarantors in favor of the Administrative Agent pursuant to which the Guarantors unconditionally guarantee, on a joint and several basis, payment of the Obligations.

**“Hazardous Material”** means any substance regulated or as to which liability might arise under any Environmental Law, or any other Governmental Requirements related to pollution or protection of the environment or human health through exposure to the environment, including: (a) any chemical, compound, material, product, byproduct, substance or waste defined as or included in the definition or meaning of “hazardous substance,” “hazardous material,” “hazardous waste,” “solid waste,” “toxic waste,” “extremely hazardous substance,” “toxic substance,” “contaminant,” “pollutant,” or words of similar meaning or import found in any applicable Environmental Law; (b) hydrocarbons, petroleum products, petroleum substances, natural gas, oil, oil and gas waste, crude oil, and any components, fractions, or derivatives thereof; and (c) radioactive materials, explosives, asbestos or asbestos containing materials, polychlorinated biphenyls, radon, infectious or medical wastes.

**“Highest Lawful Rate”** means, with respect to each Lender, the maximum nonusurious interest rate, if any, that at any time or from time to time may be contracted for, taken, reserved, charged or received on the Loans or on other Obligations under laws applicable to such Lender which are presently in effect or, to the extent allowed by law, under such applicable laws which may hereafter be in effect and which allow a higher maximum nonusurious interest rate than applicable laws allow as of the date hereof.

**“Incremental Accepting Tranche A Lender”** has the meaning assigned to such term in Section 2.07(b)(ii).

**“Incremental Amendment”** has the meaning assigned to such term in Section 2.07(d).

**“Incremental Facility Closing Date”** has the meaning assigned to such term in Section 2.07(d).

**“Incremental Term Loan”** has the meaning assigned to such term in Section 2.07(c).

**“Incremental Loan Request”** has the meaning assigned to such term in Section 2.07(a).

**“Incremental Term Commitments”** has the meaning assigned to such term in Section 2.07(a).

**“Incremental Term Lender”** has the meaning assigned to such term in Section 2.07(b)(i).

**“Indemnified Parties”** means the Administrative Agent, each other Secured Party and their respective officers, directors, employees, representatives, agents, attorneys, accountants and experts.

**“Indemnified Taxes”** means Taxes other than Excluded Taxes.

**“Indemnitee”** has the meaning assigned such term in Section 12.03(b).

**“Information”** has the meaning assigned such term in Section 12.11.

**“ISDA Definitions”** means the 2006 ISDA Definitions published by the International Swaps and Derivatives Association, Inc. or any successor thereto, as amended or supplemented from time to time, or any successor definitional booklet for interest rate derivatives published from time to time by the International Swaps and Derivatives Association, Inc. or such successor thereto.

**“Interest Period”** means each period from and including a Monthly Payment Date to but excluding the next succeeding Monthly Payment Date.

**“Investment”** means, for any Person, (a) the acquisition (whether for cash, Property, services or securities or otherwise) of Equity Interests in any other Person or any agreement to make any such acquisition (including, without limitation, any “short sale” or any sale of any securities at a time when such securities are not owned by the Person entering into such short sale); (b) the making of any deposit with, or advance, loan or capital contribution to, assumption of Debt of, purchase or other acquisition of any other Debt or equity participation or interest in, or other extension of credit to, any other Person (including the purchase of Property from another Person subject to an understanding or agreement, contingent or otherwise, to resell such Property to such Person, but excluding any such advance, loan or extension of credit having a term not exceeding ninety (90) days representing the purchase price of inventory or supplies sold by such Person in the ordinary course of business); (c) the purchase or acquisition (in one or a series of transactions) of the Property of another Person that constitutes a business unit; or (d) the entering into of any guarantee of, or other contingent obligation (including the deposit of any Equity Interests to be sold) with respect to, Debt or other liability of any other Person and (without duplication) any amount committed to be advanced, lent or extended to such Person. The amount of any Investment shall be the original cost or amount of such Investment plus the cost or amount of all additions thereto, without any adjustment for increases or decreases in value, or write-ups, write-downs, or write-offs with respect to such Investment, minus any actual returns received in cash or Cash Equivalents on such Investment.

**“IRS”** means the United States Internal Revenue Service (including any successor agency).

**“Lenders”** means the Persons listed on Annex I and any Person that shall have become a party hereto pursuant to an Assignment and Assumption, other than, in each case, any such Person that ceases to be a party hereto pursuant to an Assignment and Assumption.

**“Lending Office”** means, as to any Lender, the office or offices of such Lender described as such in such Lender’s Administrative Questionnaire, or such other office or offices as a Lender may from time to time notify the Borrower and the Administrative Agent, which office may include any Affiliate of such Lender or any domestic or foreign branch of such Lender or such Affiliate. Unless the context otherwise requires each reference to a Lender shall include its applicable Lending Office.

**“LIBO Rate”** means the greater of: (a) 1.50% and (b) the LIBO Screen Rate at approximately 11:00 a.m., London time, two Business Days prior to (x) in the case of determinations of interest to the first Monthly Payment Date after the date of a Borrowing, the date of such Borrowing and (y) in the case of determinations of interest to subsequent Monthly Payment Dates and the Maturity Date, the preceding Monthly Payment Date, in each for an amount of deposits of US dollars equal to the principal amount with respect to which interest is being determined and a maturity of three months.

**“LIBO Screen Rate”** means the London interbank offered rate as administered by ICE Benchmark Administration (or any other Person that takes on the administration of such rate) as displayed on pages LIBOR01 or LIBOR02 of the Reuters screen that displays such rate (or on any successor or substitute page of such service, or any successor to or substitute for such service, providing rate quotations comparable to those currently provided on such page of such service, as determined by the Administrative Agent from time to time for purposes of providing quotations of interest rates applicable to dollar deposits in the London interbank market).

**“Lien”** means any interest in Property securing an obligation owed to, or a claim by, a Person other than the owner of the Property, whether such interest is based on the common law, statute or contract, and whether such obligation or claim is fixed or contingent, and including the lien or security interest arising from a deed of trust, mortgage, encumbrance, pledge, security agreement, conditional sale or trust receipt or a lease, consignment or bailment for security purposes. The term **“Lien”** shall include easements, restrictions, servitudes, permits, conditions, covenants, exceptions or reservations, in each case, where the effect is to secure an obligation owed to, or a claim by, a Person other than the owner of the Property. For the purposes of this Agreement, the Borrower or any other Loan Party shall be deemed to be the owner of any Property which it has acquired or holds subject to a conditional sale agreement, or leases under a financing lease or other arrangement pursuant to which title to the Property has been retained by or vested in some other Person in a transaction intended to create a financing.

**“Liquidity”** means, as of any date of determination, the sum of (a) the unrestricted cash and Cash Equivalents of the Borrower and its Subsidiaries, (b) the undrawn available commitment under the Permitted ABL Facility (if any), (c) the undrawn available Tranche A Commitments (if any) and (d) the undrawn available Incremental Term Commitments (if any).

**“Litigation Trust”** has the meaning set forth in the Chapter 11 Plan.

**“Litigation Trust Agreement”** has the meaning set forth in the Chapter 11 Plan.

**“Litigation Trust Loan”** means the non-recourse loan made from the Borrower to the Litigation Trust on the Effective Date in the aggregate principal amount of \$250,000 pursuant to, and in accordance with, the Chapter 11 Plan and the Litigation Trust Note.

**“Litigation Trust Note”** means that certain Unsecured Promissory Note dated as of the Effective Date, by and between the Litigation Trust, as payor, and the Borrower, as payee.

**“Loan”** means any Tranche A Loan, Tranche B Loan, Tranche C Loan or Incremental Term Loan, as the context may require.

**“Loan Documents”** means this Agreement, the Notes, the Guaranty Agreement, the Security Instruments, the Fee Letter and each other document, instrument, certificate and agreement designated as a Loan Document by any of the Loan Parties and the Administrative Agent from time to time. Any reference in this Agreement or any other Loan Document to a Loan Document shall include all appendices, exhibits or schedules thereto, and all amendments, restatements, supplements or other modifications thereto, and shall refer to this Agreement or such Loan Document as the same may be in effect at any and all times such reference becomes operative.

**“Loan Parties”** means, collectively, the Borrower and each Guarantor.

**“Lonestar Prop 50 Lease”** means that certain Lease Agreement, effective August 27, 2015, by and between Vista Sand and Lonestar Prop 50, LLC.]

**“Material Contract”** means the following: (a) each contract or other agreement referenced on Schedule 7.23 and (b) any other contract or agreement pursuant to which the Borrower or any of its Subsidiaries pays, receives or incurs liabilities (or could reasonably be expected to pay, receive or incur liabilities during the term thereof) in excess of \$10,000,000 over the life of such contract or agreement and if breached could reasonably be expected to cause a Material Adverse Effect, together with all amendments, modifications, replacements, extensions and rearrangements of the foregoing made in accordance with the terms of this Agreement.

**“Material Adverse Effect”** means a material adverse change in, or material adverse effect on, (a) the business, operations, Property or financial condition of the Borrower and the other Loan Parties, taken as a whole, (b) the ability of the Borrower individually, or the Loan Parties, taken as a whole, to perform any of its or their obligations under any Loan Document, (c) the validity or enforceability of any Loan Document or (d) the material rights and remedies of or benefits available to the Administrative Agent or any Lender under any Loan Document.

**“Material Indebtedness”** means Debt (other than the Loans), or obligations in respect of one or more Swap Agreements, of any one or more of the Borrower and the Subsidiaries in an aggregate principal amount exceeding \$10,000,000. For purposes of determining Material Indebtedness, the “principal amount” of the obligations of the Borrower or any of its Subsidiaries in respect of any Swap Agreement at any time shall be the Swap Termination Value.

**“Maturity Date”** means the date that is four years after the Effective Date; provided, that if such date is not a Business Day, then the Maturity Date shall be the next succeeding Business Day.

**“Member Joinder”** means a joinder in the form of Exhibit A attached to the Parent LLC Agreement.

**“Moody’s”** means Moody’s Investors Service, Inc. and any successor thereto that is a nationally recognized rating agency.

**“Monthly Payment Date”** means the first day of each calendar month prior to the Maturity Date.



**“Mortgage”** means each mortgage, deed of trust or other agreement which conveys or evidences a Lien in favor of the Administrative Agent, for the benefit of the Secured Parties, on any Mortgaged Property, including any amendment, restatement, modification or supplement thereto, in each case in form and substance reasonably acceptable to the Administrative Agent. The Mortgages as of the Effective Date are identified on Schedule 1.02A.

**“Mortgage Policies”** has the meaning assigned such term in Section 8.13.

**“Mortgaged Property”** means the Properties described in Schedule 1.02B any and all other real Property owned or leased by the Borrower or any Subsidiary Guarantor which is subject to the Liens or other encumbrances in favor of the Administrative Agent, for the benefit of the Secured Parties, now or hereafter granted, existing or arising under or in connection with the terms of the Security Instruments.

**“MSD”** means MSD Partners, L.P. or any of its Change of Control Affiliates and any funds or accounts controlled, managed or advised by MSD Partners, L.P. or any of its Change of Control Affiliates

**“Multiemployer Plan”** means a “multiemployer plan” as defined in Section 3(37) or 4001(a)(3) of ERISA to which the Borrower, any Subsidiary or any ERISA Affiliate contributes or is required to contribute or with respect to which the Borrower or any Subsidiary has or may have any direct or indirect liability (whether actual or contingent).

**“Net Cash Proceeds”** means (a) in connection with any Asset Sale or any Recovery Event, the proceeds thereof in the form of cash and cash equivalents (including any such proceeds received by way of deferred payment of principal pursuant to a note or installment receivable or purchase price adjustment receivable or otherwise, but excluding any interest payments, but only as and when received) of such Asset Sale or Recovery Event, net of (i) amounts required to be applied to the repayment of Debt secured by a Lien expressly permitted hereunder on any asset that is the subject of such Asset Sale or Recovery Event (other than any Lien pursuant to a Security Instrument), (ii) in the case of an Asset Sale, attorneys’ fees, accountants’ fees, investment bank fees and other reasonable and customary fees and expenses actually incurred in connection therewith (including brokers’ fees or commissions, discounts and other professional and transactional fees, transfer and similar taxes and the Borrower’s good faith estimate of income taxes paid or payable in connection with such sale (after taking into account any available tax credits or deductions and any payments or payable amounts under tax sharing arrangements permitted under the Loan Documents)), and (iii) in the case of an Asset Sale, Tax Distribution Amounts paid in connection with such Asset Sale, and (b) in connection with any issuance or sale of Equity Interests or debt securities or instruments or the incurrence of Debt for borrowed money, the cash proceeds received from such issuance, sale or incurrence, net of Taxes, attorneys’ fees, accountants’ fees, investment bank fees, underwriting discounts and commissions and other reasonable and customary fees and expenses actually incurred in connection therewith. For the avoidance of doubt, the proceeds from or payment in respect of any business interruption claim shall not be deemed “Net Cash Proceeds”.

**“Notes”** the Tranche A Notes, the Tranche B Notes, the Tranche C Notes and each other promissory note of the Borrower payable to any Lender or its registered assigns that has requested a promissory note pursuant to Section 2.03, evidencing the Obligations of the Borrower to such Lender resulting from Incremental Term Loans made by such Lender.

**“Obligations”** means (a) any and all amounts owing or to be owing by the Borrower or any other Loan Party (whether direct or indirect (including those acquired by assumption), absolute or contingent, due or to become due, now existing or hereafter arising) to the Administrative Agent, any Lender or any Indemnified Party under this Agreement or any of the Loan Documents, including, without limitation, all

unpaid principal of the Loans, all accrued and unpaid interest on the Loans (including any interest that accrues after the commencement of any case, proceeding or other action relating to the bankruptcy, insolvency or reorganization of any Loan Party (or could accrue but for the operation of applicable Debtor Relief Laws), whether or not such interest is allowed or allowable as a claim in any such case, proceeding or other action), all accrued and unpaid fees, and all expenses, reimbursements, indemnities and other obligations, indebtedness and liabilities of the Borrower or any Loan Party to the Administrative Agent, any Lender or any Indemnified Party under this Agreement or any of the other Loan Documents or in respect of the Loans; and (b) all renewals, extensions and/or rearrangements of any of the above.

**“OFAC”** means the Office of Foreign Assets Control of the United States Department of Treasury.

**“Organizational Documents”** means, (a) with respect to any corporation, the certificate or articles of incorporation and the bylaws (or equivalent or comparable constitutive documents with respect to any non-US jurisdiction); (b) with respect to any limited liability company, the certificate or articles of formation or organization and operating or limited liability company agreement; and (c) with respect to any partnership, joint venture, trust or other form of business entity, the partnership, joint venture or other applicable agreement of formation or organization and any agreement, instrument, filing or notice with respect thereto filed in connection with its formation or organization with the applicable Governmental Authority in the jurisdiction of its formation or organization and, if applicable, any certificate or articles of formation or organization of such entity.

**“Other Taxes”** means any and all present or future stamp, court or documentary, intangible, recording, filing or similar Taxes or any other excise or property taxes, charges or similar levies arising from any payment made hereunder or from the execution, delivery, performance, registration of or enforcement of, from the receipt or perfection of a security interest under, or otherwise with respect to, this Agreement and any other Loan Document.

**“Parent”** has the meaning assigned to such term in the introductory paragraph of this Agreement.

**“Parent LLC Agreement”** means the Amended and Restated LLC Agreement of Parent, dated as of [ ], 2020, by and among the Parent and the members from time to time party thereto.

**“Participant”** has the meaning assigned such term in Section 12.04(c)(i).

**“Participant Register”** has the meaning assigned such term in Section 12.04(c)(i).

**“PBGC”** means the Pension Benefit Guaranty Corporation or any entity succeeding to any or all of its functions under Title IV of ERISA.

**“Pension Funding Rules”** means the rules of the Code and ERISA regarding minimum funding standards (including any installment payment thereof) to Multiemployer Plans and Pension Plans and set forth in Sections 412, 430, 431, 432 and 436 of the Code and Sections 302, 303, 304 and 305 of ERISA.

**“Pension Plan”** means any “employee pension benefit plan” (as defined in Section 3(2) of ERISA, other than a Multiemployer Plan) that is maintained or is contributed to, or is required to be maintained or contributed to, by the Borrower, any other Loan Party or any ERISA Affiliate and is either covered by Title IV of ERISA or is subject to the minimum funding standards under Section 412 or 430 of the Code or Section 302 or 303 of ERISA, or with respect to which the Borrower or any other Loan Party has or may have any direct or indirect liability (whether actual or contingent).

**“Permitted ABL Facility”** means an asset-based credit facility extended to the Borrower or any other Loan Party and reasonably acceptable to the Administrative Agent; *provided* that (a) no Subsidiary of the Borrower shall be an obligor or guarantor under or in respect of such facility unless such Subsidiary is a Subsidiary Guarantor, and the obligations thereunder shall not be guaranteed by any Person that is not a Loan Party, (b) to the extent that the obligations of any Loan Party under such Permitted ABL Facility are secured by a Lien on the Collateral or other assets of the Borrower and its Subsidiaries, the administrative agent, collateral agent and/or a similar representative acting on behalf of the holders of obligations under such facility shall have become party to, and such holders shall be bound by, a Permitted ABL Intercreditor Agreement and (c) such asset-based credit facility will include terms and conditions customary for asset-based credit facilities for businesses in similar industries as the Borrower and its Subsidiaries or such other terms are otherwise reasonably acceptable to the Required Lenders.

**“Permitted ABL Intercreditor Agreement”** means, with respect to any Permitted ABL Facility, any intercreditor agreement, in form and substance reasonably acceptable to the Administrative Agent, the Required Lenders and the Borrower (in each case, such acceptance not to be unreasonably withheld, denied or conditioned), which provides that, with respect to accounts receivable, inventory, equipment and other assets of the Loan Parties (and the proceeds thereof) that secure the obligations under such Permitted ABL Facility, the Liens created under the Security Instruments on such Property (or a subset thereof) securing the Obligations shall (to the extent required by the lenders under such Permitted ABL Facility) either be released and only serve as collateral for such Permitted ABL Facility or be junior and subordinated to the Liens securing such Permitted ABL Facility, in each case, on terms and conditions that are within the range of terms and conditions customary for intercreditor agreements that are of the type that govern intercreditor relationships between holders of senior secured credit facilities that have “split liens”, “crossed liens” or a “first lien/second lien” structure or as otherwise reasonably acceptable to the Required Lenders.

**“Permitted Acquisition”** means an acquisition (or series of related acquisitions), by merger or otherwise, by Borrower or any Subsidiary of assets, operations or Equity Interests of any Person, *provided* that: (a) immediately after giving effect thereto, no Default shall have occurred and be continuing or would result therefrom, (b) all transactions related thereto shall be consummated in accordance in all material respects with applicable laws, (c) in the case of any acquisition of Equity Interests in any Person, such acquisition is an acquisition of one hundred percent (100%) of the Equity Interests of such Person, (d) in case of an acquisition of assets, such assets (other than assets to be retired or disposed of within ninety (90) days) are to be used in the same line of business or a business reasonably related thereto and (e) the Loan Parties shall comply with the requirements set forth in Section 8.14 and Section 9.12. Notwithstanding anything to the contrary contained in the immediately preceding sentence, an acquisition which does not otherwise meet the requirements set forth above in the definition of **“Permitted Acquisition”** shall constitute a Permitted Acquisition if, and to the extent, the Required Lenders agree in writing, prior to the consummation thereof, that such acquisition shall constitute a Permitted Acquisition for purposes of this Agreement.

**“Permitted Holders”** means each of (a) ARCC, (b) Angelo Gordon, (c) MSD, (d) [investors in Parent who were at the time of investment members of senior management of Parent] and (e) the Qualified Owners.

**“Permitted Tax Distribution”** means, for any taxable period or portion thereof in which the Borrower is a pass through entity (including a disregarded entity or partnership) for federal income tax purposes, payments and distributions which are distributed to the direct or indirect holders of the Equity Interests of the Borrower on or prior to each estimated payment date as well as each other applicable due date to enable such holders to timely make payments of federal, state and local taxes for such taxable period as a result of the operations of the Borrower, in an aggregate amount not to exceed (a) the net taxable

income (which shall mean the net taxable income of the Borrower and its Subsidiaries required to be reported to Borrower's direct or indirect holders for federal income tax purposes) of the Borrower and its Subsidiaries for such period, and (b) the highest applicable marginal U.S. federal, state and local tax rates applicable to an individual or, if higher, a corporation resident in New York City, New York.

**"Person"** means any natural person, corporation, limited liability company, trust, joint venture, association, company, partnership, Governmental Authority or other entity.

**"Petition Date"** has the meaning assigned to such term in the recitals hereto.

**"PIK Interest"** means interest that is added to the outstanding principal balance of the Loans in accordance with Section 2.04(a), which shall thereafter be deemed principal bearing interest at the rate set forth in Section 2.04(a).

**"PIK Interest Amount"** means, with respect to each Class of Loans, the aggregate amount of interest due and payable as of such date with respect to such Class of Loans.

**"Plan"** means any "employee benefit plan" as defined in Section 3(3) of ERISA (other than a Multiemployer Plan) maintained or established for employees of the Borrower, Parent or a Subsidiary, or any such plan to which the Borrower, Parent or a Subsidiary contributes on behalf of any of its employees or with respect to which the Borrower has or may have any direct or indirect liability (whether actual or contingent).

**"Plan Effective Date"** means the "Effective Date" as defined in the Chapter 11 Plan.

**"Pledge Agreement"** means the Pledge Agreement dated as of the date hereof among the Parent and the Administrative Agent, pursuant to which the Parent grants Liens on, and a security interest in, the Equity Interests owned by the Parent and the other "collateral" defined therein in favor of the Administrative Agent for the benefit of the Secured Parties to secure the Obligations.

**"Prepayment Date"** means, (a) with respect to any mandatory prepayment pursuant to Section 3.02, the date of such mandatory prepayment and (b) with respect to any voluntary prepayment pursuant to Section 3.03, the date of such voluntary prepayment.

**"Prepetition Credit Agreement"** has the meaning assigned such term in the recitals hereto.

**"Prepetition Lenders"** has the meaning assigned such term in the recitals hereto.

**"Prepetition Term Loans"** means the loans made and outstanding under the Prepetition Credit Agreement as of the date hereof, immediately prior to giving effect to the effectiveness of this Agreement.

**"Property"** means any interest in any kind of property or asset, whether real, personal or mixed, or tangible or intangible, including, without limitation, cash, securities, accounts and contract rights.

**"Purchase Price Refund"** means any amount received by any Loan Party after the Effective Date as a result of a purchase price adjustment or similar event in connection with any acquisition of Property by such Loan Party.

**"QFC"** has the meaning assigned to the term "qualified financial contract" in, and shall be interpreted in accordance with, 12 U.S.C. 5390(c)(8)(D).

**“QFC Credit Support”** has the meaning assigned such term in Section 12.21.

**“Qualified Businesses”** means any company engaged in the oil field services or industrial applications business or any transportation or logistics related to any of the foregoing.

**“Qualified Owner”** means any Person that alone, or with its Affiliates, owns (or has an Affiliate that owns), or has owned, one or more Qualified Businesses; provided, that prior to any such Person becoming an owner, directly or indirectly, of any equity interest in the Borrower, (w) the Administrative Agent shall have received written notice of the proposed acquisition by such Person of such equity interest at least fifteen (15) Business Days prior to such acquisition (the Administrative Agent agreeing that it shall in turn promptly deliver a copy of any such notice to the Lenders), (x) the Administrative Agent shall have provided to the Borrower within five (5) Business Days of the Administrative Agent’s receipt of such notice, a reasonably detailed description of all documentation and other information reasonably required by any Lender pursuant to its applicable “know your customer” and anti-money laundering rules and regulations consistently applied in connection with such proposed acquisition, if any, (y) such Person (either directly or through the Borrower) shall have provided to the Administrative Agent such requested documentation and other information within five (5) Business Days after it shall have received notice of the same pursuant to clause (x), and (z) the Administrative Agent (on behalf of any Lender (acting in good faith)) shall not have objected to such Person’s acquisition of such equity interest within fifteen (15) Business Days of the notice received pursuant to clause (w) above solely on the basis that such Person’s, direct or indirect, ownership of Equity Interests in the Borrower would violate any such Lender’s “know your customer” and anti-money laundering and anti-terrorism rules and regulations consistently applied, and if any such Lender shall have so objected solely on such basis, then such prospective owner shall not be a “Qualified Owner” hereunder and the related transaction shall be a “Change of Control”; provided, further that, if such Person (or the Borrower) fails to provide all documentation and other information reasonably requested by the Administrative Agent pursuant to clause (y) above, the fifteen (15) Business Days referenced in clause (z) above shall be extended on a day-for-day basis for the actual number of Business Days beyond the five (5) Business Days that it takes such Person (or the Borrower) to actually deliver such information and documentation.

**“Qualified Sale Transaction”** means an Approved Sale of Parent where (a) the Sale Consideration is greater than or equal to the amount of the Converting Debt as of the date of such Approved Sale and (b) the Sale Consideration consists of (i) only non-cash consideration or (ii) a combination of non-cash consideration and cash consideration.

**“RCRA”** has the meaning assigned such term in the definition of Environmental Laws.

**“Recovery Event”** means any settlement of or payment in respect of any property, casualty or claim or any condemnation proceeding (or proceeding in lieu thereof) (including any Casualty Event) relating to any asset of any Loan Party to the extent the applicable settlement, payment or aggregate value of the Property subject to such event exceeds \$10,000,000.

**“Redemption”** means with respect to any Debt, the repurchase, redemption, prepayment, repayment, satisfaction and discharge or defeasance or any other acquisition or retirement for value (or the segregation of funds with respect to any of the foregoing) of any such Debt. **“Redeem”** has the correlative meaning thereto.

**“Reference Time”** with respect to any setting of the then-current Benchmark means (1) if such Benchmark is USD LIBOR, 11:00 a.m. (London time) on the day that is two London banking days

preceding the date of such setting, and (2) if such Benchmark is not USD LIBOR, the time determined by the Administrative Agent in its reasonable discretion.

**“Register”** has the meaning assigned such term in Section 12.04(b)(iii).

**“Related Parties”** means, with respect to any specified Person, such Person’s Affiliates and the respective partners, directors, officers, employees, agents, trustees, advisors and sub-advisors (including attorneys, accountants and experts) of such Person and such Person’s Affiliates.

**“Release”** means any depositing, spilling, leaking, pumping, pouring, placing, emitting, discarding, abandoning, emptying, discharging, migrating, injecting, escaping, leaching, dumping, or disposing.

**“Relevant Governmental Body”** means the Board of Governors of the Federal Reserve System or the Federal Reserve Bank of New York, or a committee officially endorsed or convened by the Board of Governors of the Federal Reserve System or the Federal Reserve Bank of New York, or any successor thereto.

**“Remedial Work”** has the meaning assigned such term in Section 8.10(a).

**“Required Lenders”** means (a) at any time when there is only one Lender, such Lender and (b) at any time when there are two (2) or more Lenders, at least two (2) Lenders holding Loans and unused Commitments representing more than fifty percent (50%) of the sum of (x) the aggregate principal amount of Loans (without regard to any sale by a Lender of a participation in any Loan under Section 12.04(c)) outstanding at such time plus (y) the total unused Commitments at such time. For purposes of this definition, any Lenders that are Affiliated shall be deemed to be a single Lender.

**“Requirement of Law”** means, as to any Person, any law, treaty, rule, regulation statute, order, ordinance, decree, judgment, consent decree, writ, injunction, settlement agreement or governmental requirement enacted, promulgated or imposed or entered into or agreed by any Governmental Authority, in each case applicable to or binding upon such Person or any of its property or assets or to which such Person or any of its property or assets is subject.

**“Resignation Effective Date”** has the meaning assigned such term in Section 11.06(a).

**“Resolution Authority”** means an EEA Resolution Authority or, with respect to any UK Financial Institution, a UK Resolution Authority.

**“Responsible Officer”** means, as to any Person, the chief executive officer, the president, any Financial Officer or any vice president of such Person and, solely for purposes of requests and notices given pursuant to Article II, any other officer of such Person so designated by any of the foregoing officers of such Person in a notice to the Administrative Agent. Unless otherwise specified, all references to a Responsible Officer herein shall mean a Responsible Officer of the Borrower. Any document delivered hereunder that is signed by a Responsible Officer of a Loan Party shall be conclusively presumed to have been authorized by all necessary corporate, limited liability company, partnership and/or other action on the part of such Loan Party and such Responsible Officer shall be conclusively presumed to have acted on behalf of such Loan Party.

**“Restricted Payment”** means any dividend or other distribution (whether in cash, securities or other Property) with respect to any Equity Interests in the Borrower or any Subsidiary, or any payment (whether in cash or other Property), including any sinking fund or similar deposit, on account of the

purchase, redemption, retirement, acquisition, cancellation or termination of any such Equity Interests in the Borrower or any Subsidiary.

“**S&P**” means Standard & Poor’s Ratings Group, a division of The McGraw-Hill Companies, Inc., and any successor thereto that is a nationally recognized rating agency.

“**Sale Consideration**” means as of any date, the fair market value of the total consideration to be paid in connection with an Approved Sale, as of such date, with the fair market value of the type of consideration described below being determined as follows:

- (a) cash shall be valued at the value, in U.S. Dollars, of such cash consideration;
- (b) securities listed on one or more national securities exchanges shall be valued at their last reported sales prices on the consolidated tape on the date of determination (or if the date of determination is not a Business Day, on the last Business Day immediately prior to such date of determination). If no such sales of such securities occurred on such date, such securities shall be valued at the mean of the last “bid” and “ask” prices on the date of determination on the national securities exchange which has the highest average daily volume for such security over the last 60 days on or prior to the date of determination (or, if the date of determination is not a date upon which such national securities exchange was open for trading, on the last prior date on which such national securities exchange was so open);
- (c) securities which are not listed on a national securities exchange but that are reported by NASDAQ or the “pink sheets” published by the National Daily Quotation Service (or their respective successors) shall be valued at a price equal to the mean of the last “bid” and “ask” prices on the date of determination as reported by the NASDAQ or as reported in the “pink sheets” published by the National Daily Quotation Service (or their respective successors);
- (d) securities for which no such market prices are available, or as to which, in the determination of the board of directors of Parent, any of the above market prices are below or exceed (as the case may be) the amount realizable by the members of Parent upon a sale thereof, shall be valued at the fair value thereof as determined by the board of directors of Parent; and
- (e) the fair market value of other investments, assets or properties shall be valued as determined by the Board of Directors of Parent.

“**Sanction(s)**” means any sanction administered or enforced by the Government of the United States of America (including without limitation, OFAC).

[“**Sand Hill Lease**” means that certain Lease Agreement, dated April 14, 2011, by and between Vista Sand and Sand Hill Land and Cattle, LLC, as amended by that certain First Amendment to Lease Agreement, dated effective as of April 1, 2012, as further amended by that certain Second Amendment to Lease Agreement, dated as of January 1, 2014, as further amended by that certain Third Amendment to Lease Agreement, dated as of September 18, 2014, as further amended by that certain Fourth Amendment to Lease Agreement, dated as of November 4, 2015, as further amended by that certain Fifth Amendment to Lease Agreement, dated as of February 1, 2019, and as further amended by that certain Sixth Amendment to Lease Agreement, dated as of March 1, 2020.]

“**Sand Interests**” means all rights, titles, interests and estates now or hereafter acquired in and to real property which contains or may contain minerals appropriate for extraction and processing into

commercial grade sand, and rights to excavate, produce or recover such minerals, including any lease, mineral leases, fee interests, overriding royalty and royalty interests, net profit interests and production payment interests, including any reserved or residual interests of whatever nature, in each case with respect to such minerals. Unless otherwise indicated herein, each reference to the term “Sand Interests” shall mean Sand Interests of the Loan Parties.

**“Sand Properties”** means (a) Sand Interests; (b) all operating agreements, contracts and other agreements, including production sharing contracts and agreements, which relate to any of the Sand Interests or the production, sale, purchase, exchange or processing of minerals from or attributable to such Sand Interests; (c) all minerals in and under and which may be produced and saved or attributable to the Sand Interests, including all work in process and sand extracted from and/or processed from the Sand Interests and in storage, and all rents, issues, profits, proceeds, products, revenues and other incomes from or attributable to the Sand Interests; (d) all tenements, hereditaments, appurtenances and Properties in any manner appertaining, belonging, affixed or incidental to the Sand Interests and (e) all Properties, rights, titles, interests and estates described or referred to above, including any and all Property, real or personal, now owned or hereinafter acquired and situated upon, used, held for use or useful in connection with the operating, working or development of any of such Sand Interests or Property and including any and all buildings, structures, plants, compressors, pumps, conveyors, dryers, silos and other storage facilities, transloading equipment, rail equipment, infrastructure, tanks and tank batteries, fixtures, valves, fittings, machinery and parts, engines, boilers, meters, apparatus, equipment, appliances, tools, implements, cables, wires, mobile excavation equipment, automobiles, trucks, rental equipment or other personal Property which may be on such premises for the purpose of excavation, processing, transport, storage or for other similar uses, surface leases, rights-of-way, easements and servitudes together with all additions, substitutions, replacements, accessions and attachments to any and all of the foregoing. Unless otherwise indicated herein, each reference to the term “Sand Properties” shall mean Sand Properties of the Loan Parties.

**“SEC”** means the Securities and Exchange Commission or any successor Governmental Authority.

**“Second Incremental Offer Deadline”** has the meaning assigned to such term in Section 2.07(b)(iii).

**“Second Offer”** has the meaning assigned such term in Section 3.02(e).

**“Secured Parties”** means the Administrative Agent, each Lender, each Indemnified Party and any legal owner, holder, assignee or pledgee of any of the Obligations.

**“Security Agreement”** means the Security Agreement dated as of the date hereof among the Borrower, the Subsidiary Guarantors and the Administrative Agent, pursuant to which each of the Borrower and the Subsidiary Guarantors grants Liens on, and a security interest in, such Person’s personal property constituting Collateral (as defined therein) in favor of the Administrative Agent for the benefit of the Secured Parties to secure the Obligations.

**“Security Instruments”** means, collectively, the Guaranty Agreement, the Pledge Agreement, the Security Agreement, the Mortgages, the Blocked Account Control Agreements and all other agreements, instruments, mortgages, deeds of trust, control agreements, consents, certificates, and all other documents now or hereafter executed and delivered by the Borrower or any Guarantor (other than Swap Agreements or participation or similar agreements between any Lender and any other lender or creditor with respect to any Obligations pursuant to this Agreement) in connection with this Agreement that are intended to create, perfect or evidence Liens to secure the Obligations.



“**SOFR**” means, with respect to any Business Day, a rate per annum equal to the secured overnight financing rate for such Business Day published by the SOFR Administrator on the SOFR Administrator’s Website on the immediately succeeding Business Day.

“**SOFR Administrator**” means the Federal Reserve Bank of New York (or a successor administrator of the secured overnight financing rate).

“**SOFR Administrator’s Website**” means the website of the Federal Reserve Bank of New York, currently at <http://www.newyorkfed.org>, or any successor source for the secured overnight financing rate identified as such by the SOFR Administrator from time to time.

“**Subsidiary**” means, with respect to any Person (the “**parent**”) at any date, (a) any other Person the accounts of which would be consolidated with those of the parent in the parent’s consolidated financial statements if such financial statements were prepared in accordance with GAAP as of such date, as well as (b) any other Person of which (i) Equity Interests representing more than 50% of the equity or more than 50% of the ordinary voting power (irrespective of whether or not at the time Equity Interests of any other class or classes in such Person shall have or might have voting power by reason of the happening of any contingency) are or, (ii) in the case of a partnership, any general partnership interests are, or (iii) in the case of a limited liability company, the sole or managing member interests are, in each case, as of such date, owned, controlled or held by the parent or one or more subsidiaries of the parent or by the parent and one or more subsidiaries of the parent. Unless the context otherwise requires, any reference hereunder to “Subsidiary” shall mean a Subsidiary of the Borrower.

“**Subsidiary Guarantor**” means each Subsidiary that is a party to the Guaranty Agreement as a guarantor. The Subsidiary Guarantors as of the Effective Date are identified as such on Schedule 1.02B.<sup>1</sup>

“**Successor Company**” has the meaning assigned such term in Section 9.12.

“**Successor Parent**” has the meaning assigned such term in Section 9.12.

“**Supported QFC**” has the meaning assigned such term in Section 12.21.

“**Swap Agreement**” means any “swap” within the meaning of Section 1a(47) of the Commodity Exchange Act entered into with an Approved Counterparty; *provided* that no phantom stock or similar plan providing for payments only on account of services provided by current or former directors, officers, employees or consultants of the Borrower or the other Loan Parties shall be a Swap Agreement.

“**Swap Termination Value**” means, in respect of any Swap Agreement, after taking into account the effect of any legally enforceable netting agreement relating to such Swap Agreement, (a) for any date on or after the date such Swap Agreement has been closed out and the termination value determined in accordance therewith, such termination value and (b) for any date prior to the date referenced in clause (a), the amount determined as the mark-to-market value for such Swap Agreement, as determined by (i) the Borrower in good faith, if no Event of Default has occurred and is continuing or (ii) the Administrative Agent in good faith, if otherwise, in each case in this clause (b), such mark-to-market value to be determined by the applicable party pursuant to and in accordance with the terms of such Swap Agreement based upon dealer quotations and/or such other applicable method specified therein for purposes of closeout termination value calculations.

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<sup>1</sup> NTD: Schedule 1.02(B) to list each Subsidiary of the Borrower.

**“Synthetic Leases”** means, in respect of any Person, all leases which shall have been, or should have been, in accordance with GAAP, treated as operating leases on the financial statements of the Person liable (whether contingently or otherwise) for the payment of rent thereunder and which were properly treated as indebtedness for borrowed money for purposes of United States federal income Taxes, if the lessee in respect thereof is obligated to either purchase for an amount in excess of, or pay upon early termination an amount in excess of, 80% of the residual value of the Property subject to such operating lease upon expiration or early termination of such lease.

**“Taxes”** means any and all present or future taxes, levies, imposts, duties, deductions, withholdings (including backup withholding) or other charges imposed by any Governmental Authority.

**“Term Loan Increase”** has the meaning assigned to such term in Section 2.07(a).

**“Term SOFR”** means, for the applicable Corresponding Tenor as of the applicable Reference Time, the forward-looking term rate based on SOFR that has been selected or recommended by the Relevant Governmental Body.

**“Tranche A Commitment”** means, with respect to each Tranche A Lender, the commitment of such Tranche A Lender to make Tranche A Loans prior to the Tranche A Commitment Expiration Date in the aggregate amount set forth for such Tranche A Lender on Annex I or in the most recent Assignment and Assumption or other documentation contemplated hereby executed by such Tranche A Lender.

**“Tranche A Commitment Expiration Date”** means the earlier to occur of (a) the date on which the Tranche A Commitments have been reduced to zero and (b) [\_\_\_\_], 2022<sup>2</sup>.

**“Tranche A Lender”** means each Lender that has a Tranche A Commitment or that has Tranche A Loans owing to it by the Borrower.

**“Tranche A Loan Availability Period”** means the period from and including the Effective Date to and including the Tranche A Commitment Expiration Date.

**“Tranche A Loans”** has the meaning assigned such term in Section 2.01(a).

**“Tranche A Maximum Amount”** means \$[30,000,000].

**“Tranche A Note”** means a promissory note of the Borrower payable to any Tranche A Lender or its registered assigns, evidencing the Obligations of the Borrower to such Tranche A Lender resulting from Tranche A Loans made by such Tranche A Lender, substantially in the form of Exhibit A-1.

**“Tranche B Lender”** means each Lender that has Tranche B Loans owing to it by the Borrower.

**“Tranche B Loan”** has the meaning assigned such term in Section 2.01(b).

**“Tranche B Note”** means a promissory note of the Borrower payable to any Tranche B Lender or its registered assigns, evidencing the Obligations of the Borrower to such Tranche B Lender resulting from Tranche B Loans made by such Tranche B Lender, substantially in the form of Exhibit A-2.

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<sup>2</sup> NTD: Insert date that is 18 months after the Effective Date.

**“Tranche C Lender”** means each Lender that has Tranche C Loans owing to it by the Borrower.

**“Tranche C Loan”** has the meaning assigned such term in Section 2.01(c).

**“Tranche C Note”** means a promissory note of the Borrower payable to any Tranche C Lender or its registered assigns, evidencing the Obligations of the Borrower to such Tranche C Lender resulting from Tranche C Loans made by such Tranche C Lender, substantially in the form of Exhibit A-3.

**“Transactions”** means, collectively, the funding (and deemed funding) of the Loans, the execution and delivery of the Loan Documents, the repayment of existing Debt, the payment of other fees and expenses contemplated hereby and the consummation of the other transactions described in the Chapter 11 Plan to occur on or prior to the Plan Effective Date.

**“UCC”** means the Uniform Commercial Code as in effect in the State of New York, or, where applicable to specific Property, any other relevant State.

**“UK Financial Institution”** means any BRRD Undertaking (as such term is defined under the PRA Rulebook (as amended from time to time) promulgated by the United Kingdom Prudential Regulation Authority) or any person falling within IFPRU 11.6 of the FCA Handbook (as amended from time to time) promulgated by the United Kingdom Financial Conduct Authority, which includes certain credit institutions and investment firms, and certain affiliates of such credit institutions or investment firms.

**“UK Resolution Authority”** means the Bank of England or any other public administrative authority having responsibility for the resolution of any UK Financial Institution.

**“Unadjusted Benchmark Replacement”** means the applicable Benchmark Replacement excluding the related Benchmark Replacement Adjustment.

**“Unfunded Pension Liabilities”** has the meaning assigned to such term in Section 7.10(f).

**“Units Deemed Outstanding”** means, as of any date of determination, the number of Class A Units outstanding at such time.

**“USD LIBOR”** means the London interbank offered rate for U.S. dollars.

**“U.S. Special Resolution Regimes”** has the meaning assigned such term in Section 12.21.

**“U.S. Tax Compliance Certificate”** has the meaning assigned such term in Section 5.02(f).

**“Vehicle”** means all automobiles, trucks, truck tractors, trailers, semi-trailers, railcars or other motor vehicles or rolling stock (or other assets covered by a certificate of title law of any state).

**“Vista Sand”** means Lonestar Prospects, Ltd., a Texas limited partnership doing business as “Vista Sand”.

**“Wholly-Owned Subsidiary”** means any Subsidiary of which all of the outstanding Equity Interests (other than any directors’ qualifying shares mandated by applicable law), on a fully-diluted basis, are owned by the Borrower or one or more of the Wholly-Owned Subsidiaries or are owned by the Borrower and one or more of the Wholly-Owned Subsidiaries.

**“Winkler Lease”** means that certain Lease Agreement, dated and effective as of April 28, 2017, by and between Vista Sand and Hogg Ranch, LLC., as amended by the First Amendment to Lease Agreement, effective as of April 28, 2017, as amended by the Second Amendment to Lease Agreement dated as of December 7, 2017, and as amended by the Third Amendment to Lease Agreement dated as of January 31, 2018.

**“Withholding Agent”** means any Loan Party or the Administrative Agent.

**“Write-Down and Conversion Powers”** means, (a) with respect to any EEA Resolution Authority, the write-down and conversion powers of such EEA Resolution Authority from time to time under the Bail-In Legislation for the applicable EEA Member Country, which write-down and conversion powers are described in the EU Bail-In Legislation Schedule, and (b) with respect to the United Kingdom, any powers of the applicable Resolution Authority under the Bail-In Legislation to cancel, reduce, modify or change the form of a liability of any UK Financial Institution or any contract or instrument under which that liability arises, to convert all or part of that liability into shares, securities or obligations of that person or any other person, to provide that any such contract or instrument is to have effect as if a right had been exercised under it or to suspend any obligation in respect of that liability or any of the powers under that Bail-In Legislation that are related to or ancillary to any of those powers.

**“Yield Differential”** has the meaning assigned to such term in Section 2.07(f)(ii).

Section 1.03. **Terms Generally; Rules of Construction.** The definitions of terms herein shall apply equally to the singular and plural forms of the terms defined. Whenever the context may require, any pronoun shall include the corresponding masculine, feminine and neuter forms. The words “include,” “includes” and “including” as used in this Credit Agreement shall be deemed to be followed by the phrase “without limitation.” The word “will” shall be construed to have the same meaning and effect as the word “shall.” Unless the context requires otherwise (a) any definition of or reference to any agreement, instrument or other document herein shall be construed as referring to such agreement, instrument or other document as from time to time amended, supplemented, restated or otherwise modified (subject to any restrictions on such amendments, supplements or modifications set forth in the Loan Documents), (b) any reference herein to any law shall be construed as referring to such law as amended, modified, codified or reenacted, in whole or in part, and in effect from time to time, (c) any reference herein to any Person shall be construed to include such Person’s successors and assigns (subject to the restrictions contained in the Loan Documents), (d) the words “herein,” “hereof” and “hereunder,” and words of similar import, shall be construed to refer to this Agreement in its entirety and not to any particular provision hereof, (e) with respect to the determination of any time period, the word “from” means “from and including” and the word “to” means “to and including” and (f) any reference herein to Articles, Sections, Annexes, Exhibits and Schedules shall be construed to refer to Articles and Sections of, and Annexes, Exhibits and Schedules to, this Agreement. No provision of this Agreement or any other Loan Document shall be interpreted or construed against any Person solely because such Person or its legal representative drafted such provision.

Section 1.04. **Accounting Terms and Determinations; GAAP.** Unless otherwise specified herein, all accounting terms used herein shall be interpreted, all determinations with respect to accounting matters hereunder shall be made, and all financial statements and certificates and reports as to financial matters required to be furnished to the Administrative Agent or the Lenders hereunder shall be prepared, in accordance with GAAP, applied on a basis consistent with the Financial Statements except for changes in which the Borrower’s independent certified public accountants concur and which are disclosed to the Administrative Agent on the next date on which financial statements are required to be delivered to the Lenders pursuant to Section 8.01(a); *provided* that (i) if at any time any change in GAAP would affect the computation of any financial ratio set forth in any Loan Document, and the Borrower or the Required

Lenders shall so request, the Administrative Agent and the Borrower shall negotiate in good faith to amend such ratio or requirement to preserve the original intent thereof in light of such change in GAAP (subject to approval by the Required Lenders and the Borrower); *provided* that, until so amended, such ratio or requirement shall continue to be computed in accordance with GAAP immediately prior to such change therein and (ii) the accounting for operating leases and financing or capital leases under GAAP as in effect on December 31, 2018 (including, without limitation, FASB Accounting Standards Codification 840) shall apply for the purposes of determining compliance with the provisions of this Agreement, including the definition of “Capital Leases” and obligations in respect thereof, notwithstanding any change in GAAP after such date which would have the effect of treating any lease properly accounted for as an operating lease prior to such accounting change as a financing or capital lease after giving effect to such accounting change.

Section 1.05. Divisions. For all purposes under the Loan Documents, in connection with any division or plan of division or establishment of any series under Delaware law (or any comparable event under a different jurisdiction’s laws): (a) if any asset, right, obligation or liability of any Person becomes the asset, right, obligation or liability of a different Person, then it shall be deemed to have been transferred from the original Person to the subsequent Person, (b) if any new Person comes into existence, such new Person shall be deemed to have been organized on the first date of its existence by the holders of its Equity Interests at such time and (c) each division and series of any Person shall be treated as a separate Person hereunder.

## ARTICLE II THE CREDIT FACILITIES

### Section 2.01. Tranche A Commitments; Tranche B Loans; Tranche C Loans.

(a) Subject to the terms and conditions set forth in this Agreement, each Lender severally agrees to make one or more loans to the Borrower from time to time during the Tranche A Loan Availability Period (each such loan, a “**Tranche A Loan**”); *provided* that (i) the principal amount of any Tranche A Loan made by any Lender on the occasion of any Borrowing of Tranche A Loans shall not exceed the then-available Tranche A Commitment of such Lender (immediately prior to giving effect to the making of such Tranche A Loan) and (ii) the aggregate principal amount of all Tranche A Loans made by the Tranche A Lenders during the Tranche A Loan Availability Period shall not exceed the Tranche A Maximum Amount.

(b) On the Effective Date, pursuant to the Chapter 11 Plan, in lieu of repayment in full in cash of the principal amount of the DIP Loans owing to it (in its capacity as a DIP Lender) under the DIP Facility, each Tranche B Lender severally agrees to restructure and rearrange such DIP Loans as loans deemed to be issued by it hereunder (the “**Tranche B Loans**”) at a rate equal to \$1 of principal amount of Tranche B Loans for each \$1 of principal amount of DIP Loans owing to it as of the Effective Date immediately prior to giving effect to this Agreement. Each Tranche B Lender agrees that, in accordance with the Chapter 11 Plan, the Tranche B Loans shall be deemed to be issued by each Tranche B Lender hereunder as of the Effective Date and shall be deemed to refinance the aggregate outstanding principal amount of the DIP Loans in full; provided, that, in accordance with the terms of the Chapter 11 Plan, all outstanding interest, fees, and expenses due to the DIP Lenders under the DIP Facility shall be due and payable in cash on the Effective Date. The principal amount of Tranche B Loans owing to each Tranche B Lender as of the Effective Date immediately after giving effect to this Agreement is set forth on Annex I. The aggregate principal amount of Tranche B Loans outstanding as of the Effective Date is \$11,000,000.

(c) On the Effective Date, pursuant to the Chapter 11 Plan, each Tranche C Lender agrees to restructure and rearrange a portion of the Prepetition Term Loans owing to it (in its capacity as a Prepetition Lender) under the Prepetition Credit Agreement in the amount set forth opposite such Lender's name on Annex I as loans deemed to be issued by it hereunder on a dollar-for-dollar basis (the "**Tranche C Loans**"). Each Tranche C Lender agrees that, in accordance with the Chapter 11 Plan, the Tranche C Loans shall be deemed to be issued hereunder as of the Effective Date and, together with the other transactions contemplated on the Plan Effective Date pursuant to the Chapter 11 Plan, shall satisfy the Indebtedness (as defined in the Prepetition Credit Agreement) in full. The principal amount of Tranche C Loans owing to each Tranche C Lender as of the Effective Date immediately after giving effect to this Agreement is set forth on Annex I. The aggregate principal amount of Tranche C Loans outstanding as of the Effective Date is \$50,000,000.

(d) Amounts repaid or prepaid in respect of the Loans may not be reborrowed.

Section 2.02. Method of Borrowing.

(a) To request a Borrowing of Tranche A Loans, the Borrower shall deliver to Administrative Agent a duly completed Borrowing Request Notice prior to 10:00 am (Central Time) five (5) Business Days before the date of the proposed Borrowing (or, in the case of a Borrowing of Tranche A Loans on the Effective Date, three (3) Business Days before the Effective Date).

(b) Upon receipt of a Borrowing Request Notice, the Administrative Agent shall promptly notify each Lender of the receipt thereof, and such Borrowing Request Notice shall not thereafter be revocable by the Borrower.

(c) Except as provided in Section 2.07, each Borrowing shall be in a minimum principal amount equal to the lesser of (x) \$5,000,000 or a whole multiple of \$1,000,000 in excess thereof (or, in the case of a Borrowing of Tranche A Loans on the Effective Date, \$2,000,000 or a whole multiple of \$1,000,000 in excess thereof) and (y) if undrawn Commitments of such Class to which such Borrowing relates are available, the remaining undrawn Commitments of such Class. Each Borrowing Request Notice shall specify (i) the requested date of the Borrowing (which shall be a Business Day), (ii) the principal amount of Loans to be borrowed, (iii) the Class of Loans to be borrowed and (iv) the location and number of the Borrower's account or such other account or accounts to which funds are to be disbursed.

(d) The failure of any Lender to make the Loan to be made by it as part of any Borrowing shall not relieve any other Lender of its obligation, if any, hereunder to make its Loan on the date of such Borrowing, but no Lender shall be responsible for the failure of any other Lender to make the Loan to be made by such other Lender on the date of any Borrowing or make any other payment required under the Loan Documents.

(e) Not later than 12:00 p.m. (Central time) on the date of each Borrowing of Tranche A Loans and Incremental Loans, each Lender of the applicable Class shall make available the amount of its requested Loan in funds immediately available to the Administrative Agent at its address set forth herein. Unless the Administrative Agent determines that any applicable condition specified in Section 6.02 has not been satisfied, the Administrative Agent will make the funds so received from the applicable Lenders available to the Borrower at the Administrative Agent's aforesaid address.

Section 2.03. Notes. The Tranche A Loans of each Tranche A Lender shall be evidenced by a Tranche A Note payable to such Tranche A Lender. The Tranche B Loans of each Tranche B Lender shall be evidenced by a Tranche B Note payable to such Tranche B Lender. The Tranche C Loans of each

Tranche C Lender shall be evidenced by a Tranche C Note payable to such Tranche C Lender. Upon the request of any Incremental Term Lender, the Incremental Loans of such Lender shall be evidenced by a Note payable to such Lender in substantially the same form as the Tranche A Notes. Each Lender may attach schedules to its Note and record thereon the date, amount and maturity of its Loans and payments with respect thereto. Upon the payment in full of the Obligations evidenced by any Note, (i) such Note shall be deemed automatically cancelled and of no further force and effect and (ii) the Lender holding such Note shall, upon the Borrower's request, promptly surrender such Note to the Borrower.

Section 2.04. Interest Rates; Payments.

(a) The principal amount of the Loans outstanding from day to day shall bear interest (computed on the basis of actual days elapsed in a 360 day year, as applicable) at a rate per annum equal to the lesser of (x) the sum of the LIBO Rate plus the Applicable Margin and (y) the Highest Lawful Rate, payable in arrears on each Monthly Payment Date and on the Maturity Date. On each Monthly Payment Date, unless the Borrower affirmatively elects to pay such accrued interest (or any portion thereof) in cash by written notice to the Administrative Agent in accordance with Section 2.04(d), interest required to be paid on the outstanding principal amount of each Class of Loans on such Monthly Payment Date and not paid in cash shall be paid by the Borrower in kind by increasing the outstanding principal amount of each Class of Loans on the relevant Monthly Payment Date by the applicable PIK Interest Amount payable with respect to such Class of Loans on such date. On each Monthly Payment Date for which the Borrower has elected to pay interest in cash by notice to the Administrative Agent in accordance with Section 2.04(d), the portion of accrued interest elected by the Borrower to be paid in cash shall be paid in cash. Unless the context otherwise requires, for all purposes hereof, references to the "outstanding principal amount" or the "principal amount outstanding" of the Loans includes any PIK Interest that is added to the principal amount of the Loans from the date on which such interest has been so added.

(b) Notwithstanding anything to the contrary set forth in Section 2.04(a), upon the occurrence and during the continuance of an Event of Default, the Administrative Agent or the Required Lenders may, at their option, by notice to the Borrower (which notice may be revoked at the option of the Required Lenders notwithstanding any provision of Section 12.02 requiring the consent of "each Lender directly affected thereby" for reductions in interest rates) declare that the Obligations (whether or not accelerated) shall bear interest (including post-petition interest in any proceeding under Debtor Relief Laws, whether or not allowed in such a proceeding), at a rate per annum equal to the lesser of (i) the sum of (A) the rate provided for in Section 2.04(a) plus (B) 4.0% per annum and (ii) the Highest Lawful Rate. Interest payable as provided in this Section shall be payable in cash from time to time on demand. Payment or acceptance of the increased rates of interest provided for in this Section is not a permitted alternative to timely payment and shall not constitute a waiver of any Event of Default or otherwise prejudice or limit any rights or remedies of the Administrative Agent or any Lender.

(c) Notwithstanding the foregoing, if at any time the rate of interest calculated hereunder (as used in this sub-section, the "contract rate") is limited to the Highest Lawful Rate, any subsequent reductions in the contract rate shall not reduce the rate of interest on the Loans below the Highest Lawful Rate until the total amount of interest accrued equals the amount of interest which would have accrued if the contract rate had at all times been in effect. In the event that at maturity (stated or by acceleration), or at final payment of any Loan, the total amount of interest paid or accrued on such Loan is less than the amount of interest which would have accrued if the contract rate had at all times been in effect with respect thereto, then at such time, to the extent permitted by Law, the Borrower shall pay to the holder of such Loan an amount equal to the difference between (i) the lesser of the amount of interest which would have accrued if the contract rate had at all times been in effect and the amount of interest which would have

accrued if the Highest Lawful Rate had at all times been in effect, and (ii) the amount of interest actually paid on such Loan.

(d) Prior to the applicable Monthly Payment Date, the Borrower shall inform the Administrative Agent by written notice of its intention to make payments of accrued interest in cash, in kind or any combination of the foregoing; *provided* that if the Borrower fails to provide such notice to the Administrative Agent, the Borrower shall be deemed to have elected to make payments of accrued interest in kind in accordance with Section 2.04(a).

Section 2.05. Mandatory Termination of Tranche A Commitments; Maturity.

(a) On the date of each Borrowing of Tranche A Loans, the portion of the Tranche A Commitments being funded pursuant to such Borrowing shall terminate immediately upon the funding of such Tranche A Loans pursuant to such Borrowing.

(b) The outstanding principal balance of the Loans and all accrued but unpaid interest thereon shall be due and payable in full on the Maturity Date.

Section 2.06. Application of Payments.

(a) Prior to the occurrence of an Event of Default, all principal payments with respect to the Loans of any Class shall be applied to the Loans of each Lender in such Class ratably in accordance with the amounts thereof.

(b) After the occurrence of an Event of Default, all amounts collected or received by Administrative Agent or any Lender from any Loan Party or in respect of any proceeds of Collateral shall be applied in the following order:

(i) *first*, to the payment or reimbursement of that portion of the Obligations constituting fees, indemnities, expenses and other amounts payable to the Administrative Agent in its capacity as such (including fees, expenses, and disbursements of counsel to the Administrative Agent) and all amounts due the Administrative Agent under Section 12.03;

(ii) *second*, to the payment or reimbursement of that portion of the Obligations constituting fees, indemnities, expenses and other amounts (other than principal and interest) payable to the Lenders (including fees, expenses, and disbursements of counsel to the Lenders) ratably among them in proportion to the respective amounts described in this clause second payable to them;

(iii) *third*, ratably to the payment of (A) accrued and unpaid interest on the Incremental Term Loans (if any) and (B) unpaid principal of the Incremental Term Loans, ratably among the Incremental Term Lenders in proportion to the respective amounts described in this clause third payable to them;

(iv) *fourth*, ratably to the payment of (A) accrued and unpaid interest on the Tranche A Loans and (B) unpaid principal of the Tranche A Loans, ratably among the Tranche A Lenders in proportion to the respective amounts described in this clause fourth payable to them;

(v) *fifth*, to (A) accrued and unpaid interest on the Tranche B Loans and (B) unpaid principal of the Tranche B Loans, ratably among the Tranche B Lenders in proportion to the respective amounts described in this clause fifth payable to them;



(vi) *sixth*, to (A) accrued and unpaid interest on the Tranche C Loans and (B) unpaid principal of the Tranche C Loans, ratably among the Tranche C Lenders in proportion to the respective amounts described in this clause sixth payable to them;

(vii) *seventh*, ratably to the payment of any other Obligations; and

(viii) *last*, the balance, if any, after all of the Obligations have been indefeasibly paid in full, to the Borrower or as otherwise required by applicable Governmental Requirements.

Section 2.07. Incremental Borrowings.

(a) *Incremental Commitments.* The Borrower may at any time or from time to time, on one or more occasions after the Tranche A Commitment Expiration Date, by written notice to the Administrative Agent (an “**Incremental Loan Request**”), request one or more new commitments to be provided hereunder (“**Incremental Term Commitments**”), which may be in the same Class as any outstanding Loans of an existing Class (a “**Term Loan Increase**”) or a new Class of Loans. Upon receiving an Incremental Loan Request, the Administrative Agent shall promptly deliver a copy of such Incremental Loan Request to each of the Lenders.

(b) *Incremental Loan Request.*

(i) Each initial Incremental Loan Request from the Borrower delivered pursuant to this Section 2.07 shall set forth the requested aggregate principal amount of the Incremental Term Loans, the aggregate principal amount requested from each Tranche A Lender other than any Defaulting Lenders (which shall be in an amount equal to such Tranche A Lender’s pro rata portion of the aggregate principal amount of the requested Incremental Term Loans) and the proposed material terms of the relevant Incremental Term Loans. Incremental Term Loans may be made by any then-existing Tranche A Lender that is not a Defaulting Lender (but no existing Tranche A Lender will have any obligation to make any Incremental Term Commitment) or, subject to the conditions set forth in this Section 2.07, by any other Person that is not a Disqualified Lender, Defaulting Lender, natural person or Loan Party (such other Person being called an “**Additional Lender**”) (each such existing Lender or Additional Lender providing Incremental Term Commitments, an “**Incremental Term Lender**”); *provided* that the Administrative Agent shall have consented (not to be unreasonably withheld or delayed) to such Lender’s or Additional Lender’s making such Incremental Term Loans to the extent such consent, if any, would be required under Section 12.04(b) for an assignment of Loans to such Lender or Additional Lender.

(ii) Any Tranche A Lender that agrees to provide its pro rata portion of the aggregate principal amount of the requested Incremental Term Loans shall give written notice thereof to the Administrative Agent by 10:00 a.m. (Central time) no later than [**five (5)**] Business Days after the date of such notice from the Administrative Agent (the “**First Incremental Offer Deadline**”) and, on such date the Administrative Agent shall provide notice to the Borrower and the Tranche A Lenders of the aggregate principal amount of the requested Incremental Term Loans that have been accepted by the Tranche A Lenders as of such date (each such Tranche A Lender that has agreed to accept its pro rata portion of the requested Incremental Term Loans, an “**Incremental Accepting Tranche A Lender**”); *provided* that if any Tranche A Lender fails to respond to the Administrative Agent in writing by the First Incremental Offer Deadline, such Tranche A Lender shall be deemed to have not accepted the Incremental Loan Request (the portion of the requested Incremental Term Loans not accepted by any Tranche A Lender, the “**Excess Requested Incremental Term Loans**”). Additionally, if any Excess Requested Incremental Term

Loans exist on the date of the First Incremental Offer Deadline, (A) the Administrative Agent shall notify the Borrower and the Tranche A Lenders of the aggregate principal amount (if any) of Excess Requested Incremental Term Loans and (B) the Borrower shall deliver an Incremental Loan Request to the members of the Parent that hold Class A Units (other than any such member that is a Lender or an Affiliate of a Lender), if any, setting forth the requested aggregate principal amount of the Incremental Term Loans, the aggregate principal amount requested from each such member of the Parent that holds Class A Units (which shall be in an amount equal to such member's pro rata portion of the aggregate principal amount of the Excess Requested Incremental Term Loans, calculated based on such member's proportional ownership of all Class A Units then outstanding) and the proposed terms of the relevant Incremental Term Loans.

(iii) Any such member of the Parent that holds Class A Units and that agrees to provide its pro rata portion of the aggregate principal amount of the Excess Requested Incremental Term Loans shall give written notice thereof to the Administrative Agent by 10:00 a.m. (Central time) no later than five (5) Business Days after the date of such notice from the Borrower (the "**Second Incremental Offer Deadline**") and, on such date the Administrative Agent shall provide notice to the Borrower and the Tranche A Lenders of the aggregate principal amount of the Excess Requested Incremental Term Loans that have been accepted by such members of the Parent as of such date; provided that if any such member fails to respond to the Administrative Agent in writing by the Second Incremental Offer Deadline, such member shall be deemed to have rejected the Incremental Loan Request. If any portion of the Excess Requested Incremental Term Loans are not accepted by such members of the Parent in accordance with the terms hereof, then such portion of the Excess Requested Incremental Term Loans shall be offered to the Incremental Accepting Tranche A Lenders on a pro rata basis and, if such Accepting Tranche A Lenders fail to accept any such portion of the Excess Requested Incremental Term Loans within 5 Business Days after receipt of such offer, thereafter, any remaining portion of the Excess Requested Incremental Term Loans not accepted by such Incremental Accepting Tranche A Lenders may be offered by the Borrower to an Additional Lender.

(c) *Incremental Loans.* Any new Loans made on an Incremental Facility Closing Date shall be designated a separate Class of Loans for all purposes of this Agreement, except in the case of a Term Loan Increase. On any Incremental Facility Closing Date on which any Incremental Term Commitments of any Class are effected (including through any Term Loan Increase), subject to the satisfaction of the terms and conditions in this Section 2.07, (i) each Incremental Term Lender of such Class shall make a Loan to the Borrower (an "**Incremental Term Loan**") in an amount equal to its Incremental Term Commitment of such Class, and (ii) each Incremental Term Lender of such Class shall become a Lender hereunder with respect to the Incremental Term Commitment of such Class and the Incremental Term Loans of such Class made pursuant thereto. Notwithstanding the foregoing, Incremental Term Loans may have identical terms to any of the Loans and be treated as the same Class as any of such Loans.

(d) *Incremental Amendment.* Commitments in respect of Incremental Term Loans shall become Commitments under this Agreement pursuant to an amendment (an "**Incremental Amendment**") to this Agreement and, as appropriate, the other Loan Documents, executed by the Borrower, each Incremental Term Lender providing such Commitments and the Administrative Agent. The Incremental Amendment may, without the consent of any other Loan Party, the Administrative Agent or any Lender, effect such amendments to this Agreement and the other Loan Documents as may be necessary or appropriate, in the reasonable opinion of the Administrative Agent and the Borrower, to effect the provisions of this Section 2.07. The Borrower may use the proceeds of the Incremental Term Loans for any purpose not prohibited by this Agreement. No Lender shall be obligated to provide any Incremental Term Loans, unless it so agrees.

(e) *Effectiveness of Incremental Amendment.* The effectiveness of any Incremental Amendment, and the Incremental Term Commitments thereunder, shall be subject to the satisfaction on the date thereof (the “**Incremental Facility Closing Date**”) of each of the following conditions:

(i) the Tranche A Commitment Expiration Date shall have occurred;

(ii) after giving effect to such Incremental Term Commitments:

(A) the representations and warranties of the Loan Parties set forth in this Agreement and in the other Loan Documents shall be true and correct in all material respects on and as of the date of such Incremental Amendment, except that (i) to the extent any such representations and warranties are expressly limited to an earlier date, then on and as of the date of Incremental Amendment, such representations and warranties shall continue to be true and correct in all material respects as of such specified earlier date and (ii) to the extent that any such representation and warranty is qualified by materiality, such representation and warranty shall continue to be true and correct in all respects; and

(B) no Default or Event of Default shall exist and be continuing or would immediately result from such proposed Incremental Term Commitment or from the application of the proceeds therefrom;

(iii) each Incremental Term Commitment shall be in an aggregate principal amount that is not less than \$1,000,000 and shall be in an increment of \$250,000 (provided that such amount may be less than \$1,000,000 if such amount represents all remaining availability under the limit set forth in clause (iv) below); and

(iv) the aggregate principal amount of the Incremental Term Loans shall not exceed \$30,000,000 less the aggregate principal amount of Debt previously incurred pursuant to this Section 2.07; and

(v) such other conditions as the Borrower, each Incremental Term Lender providing such Incremental Term Commitments and the Administrative Agent shall agree.

(f) *Required Terms.* The terms, provisions and documentation of the Incremental Term Loans and Incremental Term Commitments of any Class, except as otherwise set forth herein, shall be as agreed between the Borrower and the applicable Incremental Term Lenders providing such Incremental Term Commitments; provided that, to the extent such Incremental Term Commitments are not consistent with the Tranche A Loans existing on the Incremental Facility Closing Date (except to the extent permitted by this Section 2.07), the terms of such Incremental Term Commitments shall be reasonably satisfactory to Administrative Agent. In any event:

(i) the Incremental Term Loans:

(A) shall rank senior in right of payment and of security with respect to the Tranche A Loans, the Tranche B Loans or the Tranche C Loans,

(B) shall mature on the Maturity Date,

(C) [Reserved],

(D) shall have an Applicable Margin and amortization determined by the Borrower and the applicable Incremental Term Lenders,

(E) the Incremental Term Loans may not be incurred (or guaranteed) by any Person that is not a Loan Party or secured by assets that do not constitute Collateral,

(F) mandatory prepayments of the Incremental Term Loans shall be on a pro rata or less than pro rata basis, except that the Borrower shall be permitted to prepay any Class of Loans on a better than pro rata basis as compared to any other Class of Loans with a later maturity date than such Class; and

(ii) the amortization schedule applicable to any Incremental Term Loans and the All-In Yield applicable to the Incremental Term Loans of each Class shall be determined by the Borrower and the applicable new Lenders and shall be set forth in each applicable Incremental Amendment; *provided, however*, if the All-In Yield applicable to such Incremental Term Loans shall be greater than the applicable All-In Yield payable pursuant to the terms of this Agreement as amended through the date of such calculation with respect to the then-outstanding Loans (the amount of such excess of the All-In Yield applicable to such Incremental Term Loans over the All-In Yield applicable to the then-outstanding Loans, the “**Yield Differential**”), then the interest rate (together with, as provided in the proviso below, the Eurodollar or “base rate” floor) with respect to the then-outstanding Loans shall be increased by the applicable Yield Differential; *provided, further*, that, if any Incremental Term Loans include a Eurodollar or “base rate” floor that is greater than the Eurodollar or “base rate” floor applicable to any existing Class of Loans, such differential between Eurodollar or “base rate” floors, as applicable, shall be included in the calculation of All-In Yield for purposes of this clause (ii) but only to the extent an increase in the Eurodollar or “base rate” floor applicable to the existing Loans would cause an increase in the interest rate then in effect thereunder, and in such case the Eurodollar or “base rate” floors (but not the Applicable Margin) applicable to the existing Loans shall be increased to the extent of such differential between the Eurodollar or “base rate” floors as the case may be.

(g) This Section 2.07 shall supersede all provisions in Section 4.01 and Section 12.02 to the contrary.

Section 2.08. OID. On the date of any Borrowing of Tranche A Loans (including the Effective Date), each Tranche A Lender will fund its applicable Tranche A Loan net of an amount equal to a percentage, set forth in the Fee Letter, of such Tranche A Lender’s pro rata portion of Tranche A Loans requested by the Borrower to be made available on such date of Borrowing. Such discount shall be treated as original issue discount for U.S. federal and applicable state income tax purposes. Notwithstanding any other provision in this Agreement, the Borrower shall comply with the requirements of Treasury Regulation Section 1.1275-3 and shall provide any information reasonably requested by the Administrative Agent or any Lender regarding the amount or accrual of original issue discount for U.S. federal income tax purposes with respect to any amounts borrowed hereunder.

Section 2.09. Defaulting Lenders. Notwithstanding any provision of this Agreement to the contrary, if any Lender becomes a Defaulting Lender, then, for so long as such Lender is a Defaulting Lender, the Commitment of such Defaulting Lender shall not be included in determining whether the Required Lenders have taken or may take any action hereunder (including any consent to any amendment, waiver or other modification pursuant to Section 12.02); provided that, except as otherwise provided in Section 12.02, this Section 2.09 shall not apply to the vote of a Defaulting Lender in the case of an

amendment, waiver or other modification requiring the consent of such Lender or each Lender directly affected thereby.

### ARTICLE III REPAYMENTS; PREPAYMENTS

#### Section 3.01. Repayment of Obligations.

(a) [Reserved.]

(b) If any principal or interest amount payable on the Loans remains outstanding at the Maturity Date, such amount shall be paid in full by the Borrower to the Lenders in immediately available funds on the Maturity Date.

#### Section 3.02. Mandatory Prepayments.

(a) *Debt Issuance; Asset Sale; Recovery Event.* Unless the Required Lenders shall otherwise agree, if (i) any Debt (excluding any Debt permitted pursuant to Section 9.03) shall be incurred by the Borrower or any Subsidiary, or (ii) any Asset Sale by any Loan Party or Recovery Event shall occur, then (I) the Borrower will promptly notify the Administrative Agent and (II) within ten (10) Business Days following the receipt of the Net Cash Proceeds of such incurrence or Asset Sale, the Borrower shall prepay the principal amount of the Loans in an amount equal to the amount of the Net Cash Proceeds of such incurrence or Asset Sale; provided, however, that, upon written notice by the Borrower to the Administrative Agent not less than five (5) Business Days after the date of receipt of any Net Cash Proceeds, such proceeds may be retained by the Borrower and its Subsidiaries (and be excluded from the prepayment requirements of this clause) if (x) the Borrower informs the Administrative Agent in such notice of its good faith intention to apply (or cause one or more of its Subsidiaries to apply) such Net Cash Proceeds in the business of the Borrower and its Subsidiaries or to use such Net Cash Proceeds to repair or replace the affected assets of the Borrower or any Subsidiary, (y) within 180 days following the receipt of such Net Cash Proceeds, such proceeds are either applied in the business of the Borrower or its Subsidiaries or to such acquisition or repair or the Borrower or a Loan Party has entered into a bona fide binding contract not prohibited by this Agreement committing to apply such Net Cash Proceeds in the business of the Borrower or its Subsidiaries with a Person other than a Loan Party or any Affiliate of a Loan Party and such Net Cash Proceeds are subsequently applied in accordance with such contract within ninety (90) days after the date such agreement is entered into and (z) if such proceeds are not applied in the business of the Borrower or its Subsidiaries or to such acquisition or repair in accordance with the foregoing, the Borrower shall prepay the principal amount of the Loans in an amount equal to the amount of such proceeds not so applied. The provisions of this Section 3.02(a) do not constitute a consent to the incurrence of any Debt or any Asset Sale not otherwise permitted by the terms hereof.

(b) *Purchase Price Refund.* Unless the Required Lenders shall otherwise agree, if on any date any Loan Party shall receive a Purchase Price Refund which yields aggregate proceeds to any Loan Party or any of its Subsidiaries in excess of \$5,000,000, then, not less than five (5) Business Days after the date of receipt by such Person of such Purchase Price Refund, the Borrower shall prepay the principal amount of the Loans in an amount equal to the amount of such Purchase Price Refund. The provisions of this Section 3.02 do not constitute a consent to the consummation of any disposition of Property or series of related dispositions of Property not permitted by the terms of this Agreement.

(c) [Reserved.]

(d) Each prepayment pursuant to this Section 3.02 shall be applied in accordance with Section 2.06 and on a pro rata basis, and shall be accompanied by payment of accrued interest to the Prepayment Date on the principal amount prepaid.

(e) Each Lender, in its sole discretion, may, but is not obligated to, decline the Borrower's prepayment pursuant to Section 3.02(a)(ii), in each case, with respect to such Lender's pro rata share of such prepayment. Promptly after the date of receipt of the notice required by clause (a)(ii)(II) of this Section 3.01(a), the Administrative Agent shall provide written notice (the "First Offer") to the Lenders of the amount available to prepay the Loans within one (1) Business Day of receipt of the applicable notice. Any Lender declining such prepayment (a "Declining Lender") shall give written notice thereof to the Administrative Agent by 10:00 a.m. (Central time) no later than five (5) Business Days after the date of such notice from the Administrative Agent (the "First Offer Deadline") and on such date the Administrative Agent shall provide notice to the Borrower of the aggregate amount accepted for prepayment pursuant to the First Offer. The Borrower shall prepay the Loans accepted for prepayment pursuant to the First Offer no later than the date specified for such prepayment in the First Offer in the amount set forth in the applicable notice from the Administrative Agent. Additionally, on the First Offer Deadline (or earlier if the Administrative Agent has received responses from all Lenders) the Administrative Agent shall then provide written notice (the "Second Offer") to the Lenders other than the Declining Lenders (such Lenders being the "Accepting Lenders") of the additional amount available (due to such Declining Lenders' declining such prepayment) to prepay Loans owing to such Accepting Lenders, such available amount to be allocated on a pro rata basis among the Accepting Lenders that accept the Second Offer. Any Lenders declining prepayment pursuant to such Second Offer shall give written notice thereof to the Administrative Agent by 10:00 a.m. (Central time) no later than five (5) Business Days after the date of such notice of a Second Offer. The Borrower shall prepay the Loans accepted for prepayment pursuant to the Second Offer within one Business Day after its receipt of notice from the Administrative Agent of the aggregate amount of such prepayment. Amounts remaining after the allocation of accepted amounts with respect to the First Offer and the Second Offer to Accepting Lenders shall be retained by the Borrower.

### Section 3.03. Voluntary Prepayments.

(a) The Borrower may, subject to Section 3.03(b) and the other provisions of this Agreement, upon not less than fifteen (15) Business Days' advance notice (or such shorter period as may be approved by the Administrative Agent in its sole discretion) to the Administrative Agent (who shall promptly notify each Lender), prepay the principal of the Loans in whole or in part. Any partial prepayment shall be in a minimum amount of \$1,000,000 and shall be in an integral multiple of \$500,000; provided that, to the extent the Borrower elects to partially prepay the Tranche A Loans with cash received from, or on behalf of, the Litigation Trust as repayment of the Litigation Trust Loan, such partial prepayment shall be in a minimum amount equal to such amount received by the Borrower from, or on behalf of, the Litigation Trust.

(b) Unless the Borrower has obtained the consent of the Required Lenders, no prepayment of the Tranche B Loans or the Tranche C Loans will be permitted until the outstanding Tranche A Loans have been repaid in full and no prepayment of the Tranche C Loans will be permitted until the outstanding Tranche A Loans and the outstanding Tranche B Loans have been repaid in full.

(c) Each prepayment pursuant to this Section 3.03 shall be applied as directed by the Borrower in accordance with Section 3.03(b) and shall be accompanied by payment of accrued interest to the Prepayment Date on the principal amount prepaid.

(d) *Automatic Conversion.*

(i) Subject to the provisions of this Section 3.03(d), at the election of the Borrower, in connection with, and immediately prior to the closing of, a Qualified Sale Transaction, the Converting Debt shall automatically convert (without any further action by the Lenders) into an aggregate number of new Class A Units (including any fraction of a Unit) as is determined by (i) dividing the Units Deemed Outstanding by the Converting Debt Percentage, and then (ii) subtracting from the result the Units Deemed Outstanding, with each Lender (or its designee) receiving its *pro rata* share of such new Class A Units based upon such Lenders' *pro rata* share of such Converting Debt immediately prior to such conversion (collectively, the "**Debt Conversion**").

(ii) As promptly as practicable following entry into a definitive agreement for such Qualified Sale Transaction (but in any event not less than **[five (5)]** Business Days prior to the scheduled closing therefor), if the Borrower desires to effect the Debt Conversion, the Borrower shall send each Lender written notice of such event and the Borrower's election to effect the Debt Conversion. Promptly upon receipt of such notice but in any event on or prior to the effectiveness of such Qualified Sale Transaction, if requested by the Borrower, (x) each Lender shall promptly surrender to the Borrower any Notes in the possession of such Lender, (y) if such Lender (or its designee) is not a member of Parent at such time, such Lender shall execute and deliver a Member Joinder and (z) the Administrative Agent and each other Lender shall execute and deliver any other documentation reasonably requested by the Borrower to evidence the Debt Conversion, the termination of all outstanding Commitments and Obligations hereunder and the release of all Liens securing the Obligations on the Collateral (collectively, the "**Conversion Documentation**"). Upon receipt of the Conversion Documentation, the Borrower shall as promptly as practicable cause Parent to update Schedule A to the Parent LLC Agreement to reflect (A) the admission of each Lender (or such Lender's designee) as a member of Parent (if such Lender (or designee) is not already a member), and (B) the issuance to each such Lender (or Lender's designee) of the number of new Class A Units (including any fractional Units) to which such Lender (or Lender's designee) shall be entitled upon conversion as calculated pursuant to Section 3.03(d)(i). All Class A Units issued by Parent in connection with the foregoing shall be duly and validly issued, fully paid, and nonassessable, free and clear of all taxes, liens, charges, and encumbrances with respect to the issuance thereof.

(iii) Upon the Debt Conversion and notwithstanding anything herein or in any other Loan Document to the contrary, (A) all Obligations hereunder shall be deemed to be repaid in full and discharged, (B) all unfunded commitments of the Lenders to make Loans or otherwise extend credit to the Borrower under this Agreement (including all outstanding Commitments) shall be automatically terminated, (C) all guarantees granted to the Lenders or the Administrative Agent as a guarantee for the Obligations shall be released and discharged, (D) all Loan Documents shall terminate and have no further force or effect, except for those provisions that expressly survive the respective agreement's termination or the repayment of Loans or other amounts payable under this Agreement or in any other Loan Document and (E) the Lenders hereby expressly authorize the Administrative Agent to execute and deliver any and all documentation reasonably requested by the Borrower to effect or to otherwise evidence the foregoing.

#### ARTICLE IV PAYMENTS; PRO RATA TREATMENT; SHARING OF SET-OFFS

Section 4.01. Payments Generally; Pro Rata Treatment; Sharing of Set-offs.

(a) Payments by the Borrower. Subject to Section 3.03(d), the Borrower shall make each payment required to be made by it hereunder (whether of principal, interest, fees, or of amounts payable under Section 5.01, Section 5.02 or otherwise) prior to 12:00 p.m., Central time, on the date when due, in immediately available funds, without defense, deduction, recoupment, set-off or counterclaim. Fees, once paid, shall be fully earned and shall not be refundable under any circumstances. Any amounts received after such time on any date may, in the discretion of the Administrative Agent, be deemed to have been received on the next succeeding Business Day for purposes of calculating interest thereon. All such payments shall be made to the Administrative Agent at its offices specified in Section 12.01, except that payments pursuant to Section 5.01, Section 5.02 and Section 12.03 shall be made directly to the Persons entitled thereto. The Administrative Agent shall distribute any such payments received by it for the account of any other Person to the appropriate recipient promptly following receipt thereof. If any payment hereunder shall be due on a day that is not a Business Day, the date for payment shall be extended to the next succeeding Business Day, and, in the case of any payment accruing interest, interest thereon shall be payable for the period of such extension. All payments hereunder shall be made in dollars.

(b) Application of Insufficient Payments. If at any time insufficient funds are received by and available to the Administrative Agent to pay fully all amounts of principal, interest and fees then due hereunder, such funds shall be applied (i) first, towards payment of interest and fees then due hereunder, ratably among the parties entitled thereto in accordance with the amounts of interest and fees then due to such parties, and (ii) second, towards payment of principal then due hereunder, ratably among the parties entitled thereto in accordance with the amount of principal then due to such parties.

(c) Sharing of Payments by Lenders. If any Lender shall, by exercising any right of set-off or counterclaim or otherwise, obtain payment in respect of any principal of, or interest on, any of its Loans resulting in such Lender receiving payment of a greater proportion of the aggregate amount of its Loans and accrued interest thereon than the proportion received by any other Lender, then the Lender receiving such greater proportion shall purchase (for cash at face value) participations in the Loans of other Lenders to the extent necessary so that the benefit of all such payments shall be shared by the Lenders ratably in accordance with the aggregate amount of principal of and accrued interest on their respective Loans; *provided* that (i) if any such participations are purchased and all or any portion of the payment giving rise thereto is recovered, such participations shall be rescinded and the purchase price restored to the extent of such recovery, without interest, and (ii) the provisions of this Section 4.01(c) shall not be construed to apply to any payment made by the Borrower pursuant to and in accordance with the express terms of this Agreement or any payment obtained by a Lender as consideration for the assignment of or sale of a participation in any of its Loans to any assignee or participant, other than to the Borrower or any Subsidiary or Affiliate thereof (as to which the provisions of this Section 4.01(c) shall apply). The Borrower consents to the foregoing and agrees, to the extent it may effectively do so under applicable law, that any Lender acquiring a participation pursuant to the foregoing arrangements may exercise against the Borrower rights of set-off and counterclaim with respect to such participation as fully as if such Lender were a direct creditor of the Borrower in the amount of such participation.

Section 4.02. Presumption of Payment by the Borrower. Unless the Administrative Agent shall have received notice from the Borrower prior to the date on which any payment is due to the Administrative Agent for the account of the Lenders that the Borrower will not make such payment, the Administrative Agent may assume that the Borrower has made such payment on such date in accordance herewith and may, in reliance upon such assumption, distribute to the Lenders, as the case may be, the amount due. In such event, if the Borrower has not in fact made such payment, then each of the Lenders, as the case may be, severally agrees to repay to the Administrative Agent forthwith on demand the amount so distributed to such Lender with interest thereon, for each day from and including the date such amount is distributed to it to but excluding the date of payment to the Administrative Agent, at the rate then applicable to the Loans.



Section 4.03. Disposition of Proceeds. The Mortgages contain an assignment by the Loan Parties that are party thereto unto and in favor of the Administrative Agent, for the benefit of the Secured Parties, of all of such Loan Parties' interest in and to production and all proceeds attributable thereto which may be produced from or allocated to the Mortgaged Property. The Security Instruments further provide in general for the application of such proceeds to the satisfaction of the Obligations and other obligations described therein and secured thereby. Notwithstanding the assignment contained in such Security Instruments, until the occurrence of an Event of Default, (a) the Administrative Agent and the Lenders agree that they will neither notify the purchaser or purchasers of such production nor take any other action to cause such proceeds to be remitted to the Administrative Agent or the Lenders, but the Administrative Agent and the Lenders will instead permit such proceeds to be paid to the applicable Loan Parties and the applicable lessor and (b) the Lenders hereby authorize the Administrative Agent to take such actions as may be necessary to cause such proceeds to be paid to the applicable Loan Parties and the applicable lessor.

## ARTICLE V INCREASED COSTS; TAXES; ILLEGALITY

### Section 5.01. Increased Costs.

(a) Changes in Law. If any Change in Law shall:

(i) impose, modify or deem applicable any reserve, special deposit or similar requirement against assets of, deposits with or for the account of, or credit extended by, any Lender; or

(ii) impose on any Lender any other condition affecting this Agreement or Loans made by such Lender;

and the result of any of the foregoing shall be to increase the cost to such Lender of making or maintaining any Loan (or of maintaining its obligation to make any such Loan) or to reduce the amount of any sum received or receivable by such Lender (whether of principal, interest or otherwise), *then* the Borrower will pay to such Lender such additional amount or amounts as will compensate such Lender for such additional costs incurred or reduction suffered.

(b) Capital Requirements. If any Lender determines that any Change in Law regarding capital or liquidity requirements has or would have the effect of reducing the rate of return on such Lender's capital or on the capital of such Lender's holding company, if any, as a consequence of this Agreement or the Loans made by such Lender to a level below that which such Lender or such Lender's holding company could have achieved but for such Change in Law (taking into consideration such Lender's policies and the policies of such Lender's holding company with respect to capital adequacy or liquidity), then from time to time the Borrower will pay to such Lender such additional amount or amounts as will compensate such Lender or such Lender's holding company for any such reduction suffered.

(c) Certificates. As promptly as practical, after a Lender obtains knowledge of the facts that entitle it to compensation under this Section 5.01, but in any event within ninety (90) days after such Lender acquires such knowledge, such Lender shall provide Borrower with a certificate which identifies the factual basis for its claim, the amount or amounts that such Lender has reasonably determined will compensate hereunder, and the manner in which such amount or amounts have been calculated. Any Lender claiming additional compensation under this Section 5.01 shall use reasonable efforts (consistent with legal and regulatory restrictions) to reduce or eliminate any such additional compensation which may thereafter accrue and which efforts would not, in the sole discretion of such Lender, be otherwise. A

certificate setting forth the basis for determining such amounts necessary to compensate such Lender (including the calculations used to arrive at such additional amounts and the assumptions on which such calculations were based), submitted to the Borrower by the Administrative Agent, shall be conclusive evidence, absent manifest error, of the correctness of such amount. The Borrower shall pay such Lender the amount shown as due on any such certificate within 20 Business Days after receipt thereof.

(d) Effect of Failure or Delay in Requesting Compensation. Failure or delay on the part of any Lender to demand compensation pursuant to this Section 5.01 shall not constitute a waiver of such Lender's right to demand such compensation; *provided* that the Borrower shall not be required to compensate a Lender pursuant to this Section 5.01 for any increased costs or reductions incurred more than 180 days prior to the date that such Lender notifies the Borrower of the Change in Law giving rise to such increased costs or reductions and of such Lender's intention to claim compensation therefor; *provided further* that, if the Change in Law giving rise to such increased costs or reductions is retroactive, then the 180-day period referred to above shall be extended to include the period of retroactive effect thereof.

#### Section 5.02. Taxes.

(a) Payments Free of Taxes. Any and all payments by or on account of any obligation of the Borrower or any Guarantor under any Loan Document shall be made free and clear of and without deduction or withholding for any Taxes, including any Indemnified Taxes or Other Taxes; *provided* that if the Borrower or any Guarantor shall be required under applicable law to deduct any Taxes from such payments, then (i) if such Taxes are an Indemnified Tax or Other Taxes, the sum payable shall be increased as necessary so that after making all required deductions (including deductions applicable to additional sums payable under this Section 5.02(a)), the Administrative Agent or Lender (as the case may be) receives an amount equal to the sum it would have received had no such deductions been made, (ii) the Borrower or such Guarantor shall make such deductions and (iii) the Borrower or such Guarantor shall pay the full amount deducted to the relevant Governmental Authority in accordance with applicable law.

(b) Payment of Other Taxes by the Borrower. The Borrower shall timely pay any Other Taxes to the relevant Governmental Authority in accordance with applicable law.

(c) Indemnification by the Borrower. The Borrower shall indemnify the Administrative Agent and each Lender within 10 Business Days after written demand therefor, for the full amount of any Indemnified Taxes or Other Taxes payable or paid by the Administrative Agent, or such Lender, as the case may be, on or with respect to any payment by or on account of any obligation of the Borrower hereunder (including Indemnified Taxes or Other Taxes imposed or asserted on or attributable to amounts payable under this Section 5.02) and any penalties, interest and reasonable expenses arising therefrom or with respect thereto, whether or not such Indemnified Taxes or Other Taxes were correctly or legally imposed or asserted by the relevant Governmental Authority. A certificate of the Administrative Agent or a Lender as to the amount of such payment or liability under this Section 5.02 shall be delivered to the Borrower and shall be conclusive absent manifest error; *provided* that the Borrower shall not have any obligation to indemnify the Administrative Agent or such Lender for any amounts paid by the Administrative Agent or such Lender under this Section 5.02 more than two years prior to the date the Administrative Agent or such Lender notifies the Borrower of the amount of such payment.

(d) Indemnification by the Lenders. Each Lender shall severally indemnify the Administrative Agent, within 10 days after demand therefor, for (i) any Indemnified Taxes attributable to such Lender (but only to the extent that the Borrower has not already indemnified the Administrative Agent for such Indemnified Taxes and without limiting the obligation of the Borrower to do so), (ii) any Taxes attributable to such Lender's failure to comply with the provisions of Section 12.04(c) relating to the

maintenance of a Participant Register and (iii) any Excluded Taxes attributable to such Lender, in each case, that are payable or paid by the Administrative Agent in connection with any Loan Document, and any reasonable expenses arising therefrom or with respect thereto, whether or not such Taxes were correctly or legally imposed or asserted by the relevant Governmental Authority. A certificate as to the amount of such payment or liability delivered to any Lender by the Administrative Agent shall be conclusive absent manifest error. Each Lender hereby authorizes the Administrative Agent to set off and apply any and all amounts at any time owing to such Lender under any Loan Document or otherwise payable by the Administrative Agent to the Lender from any other source against any amount due to the Administrative Agent under this paragraph (d).

(e) Evidence of Payments. As soon as practicable after any payment of Taxes by the Borrower or a Guarantor to a Governmental Authority pursuant to this Section 5.02, the Borrower shall deliver to the Administrative Agent the original or a certified copy of a receipt issued by such Governmental Authority evidencing such payment, a copy of the return reporting such payment or other evidence of such payment reasonably satisfactory to the Administrative Agent.

(f) Status of Lenders.

(i) Any Lender that is entitled to an exemption from or reduction of withholding Tax with respect to payments made under any Loan Document shall deliver to the Withholding Agent, at the time or times reasonably requested by the Withholding Agent, such properly completed and executed documentation reasonably requested by the Withholding Agent as will permit such payments to be made without withholding or at a reduced rate of withholding. In addition, any Lender, if reasonably requested by the Withholding Agent, shall deliver such other documentation prescribed by applicable law or reasonably requested by the Withholding Agent as will enable the Withholding Agent to determine whether or not such Lender is subject to backup withholding or information reporting requirements. Notwithstanding anything to the contrary in the preceding two sentences, the completion, execution and submission of such documentation (other than such documentation set forth in Section 5.02(f)(ii)(A) and (ii)(B) and Section 5.02(g) below) shall not be required if in the Lender's reasonable judgment such completion, execution or submission would subject such Lender to any material unreimbursed cost or expense or would materially prejudice the legal or commercial position of such Lender.

(ii) Without limiting the generality of the foregoing, in the event that the Borrower is a "United States person" as defined in Section 7701(a)(30) of the Code,

(A) any Lender that is a "United States person" as defined in Section 7701(a)(3) of the Code shall deliver to the Withholding Agent on or prior to the date on which such Lender becomes a Lender under this Agreement (and from time to time thereafter upon the reasonable request of the Withholding Agent), executed originals of IRS Form W-9 certifying that such Lender is exempt from United States federal backup withholding Tax;

(B) any Foreign Lender shall, to the extent it is legally entitled to do so, deliver to the Withholding Agent (in such number of copies as shall be requested by the recipient) on or prior to the date on which such Foreign Lender becomes a Lender under this Agreement (and from time to time thereafter upon the reasonable request of the Withholding Agent), whichever of the following is applicable:

(1) in the case of a Foreign Lender claiming the benefits of an income Tax treaty to which the United States is a party (x) with respect to payments of interest under any Loan Document, executed originals of the applicable IRS Form W-8 establishing an exemption from, or reduction of, United States federal withholding Tax pursuant to the “interest” article of such Tax treaty and (y) with respect to any other applicable payments under any Loan Document, the applicable IRS Form W-8 establishing an exemption from, or reduction of, United States federal withholding Tax pursuant to the “business profits” or “other income” article of such Tax treaty;

(2) executed originals of IRS Form W-8ECI;

(3) in the case of a Foreign Lender claiming the benefits of the exemption for portfolio interest under Section 881(c) of the Code, (x) a certificate substantially in the form of Exhibit F-1 to the effect that such Foreign Lender is not a “bank” within the meaning of Section 881(c)(3)(A) of the Code, a “10 percent equityholder” of the Borrower within the meaning of Section 871(h)(3)(B) of the Code, or a “controlled foreign corporation” described in Section 881(c)(3)(C) of the Code (together with any certificate substantially in the form of Exhibit F-2, F-3, or F-4, a “**U.S. Tax Compliance Certificate**”) and (y) executed originals of IRS Form W-8BEN-E; or

(4) to the extent a Foreign Lender is not the beneficial owner, executed originals of IRS Form W-8IMY, accompanied by the applicable IRS Form W-8 or IRS Form W-9, and/or other certification documents from each beneficial owner, as applicable; *provided* that if the Foreign Lender is a partnership and one or more direct or indirect partners of such Foreign Lender are claiming the portfolio interest exemption, such Foreign Lender may provide a U.S. Tax Compliance Certificate substantially in the form of Exhibit F-4 on behalf of each such direct and indirect partner; and

(C) any Foreign Lender shall, to the extent it is legally entitled to do so, deliver to the Withholding Agent (in such number of copies as shall be requested by the recipient) on or prior to the date on which such Foreign Lender becomes a Lender under this Agreement (and from time to time thereafter upon the reasonable request of the Withholding Agent), executed originals of any other form prescribed by applicable law as a basis for claiming exemption from or a reduction in United States federal withholding Tax, duly completed, together with such supplementary documentation as may be prescribed by applicable law to permit the Withholding Agent to determine the withholding or deduction required to be made.

Each Lender agrees that if any form or certification it previously delivered expires or becomes obsolete or inaccurate in any respect, it shall update such form or certification or promptly notify the Withholding Agent in writing of its legal inability to do so.

(g) FATCA. If a payment made to a Lender under this Agreement would be subject to United States Federal withholding Tax imposed by FATCA if such Lender fails to comply with the applicable reporting requirements of FATCA (including those contained in Section 1471(b) or 1472(b) of the Code, as applicable), such Lender shall deliver to the Withholding Agent, at the time or times prescribed by law and at such time or times reasonably requested by the Withholding Agent, such documentation

prescribed by applicable law (including as prescribed by Section 1471(b)(3)(C)(i) of the Code) and such additional documentation reasonably requested by the Withholding Agent as may be necessary for the Withholding Agent to comply with its obligations under FATCA, to determine that such Lender has complied with such Lender's obligations under FATCA and to determine the amount to deduct and withhold from such payment. Solely for purposes of this Section 5.02(g), "**FATCA**" shall include any amendments made to FATCA after the date of this Agreement.

(h) Survival. Each party's obligations under this Section 5.02 shall survive the resignation or replacement of the Administrative Agent or any assignment of rights by, or the replacement of, a Lender, the termination of the Commitments and the repayment, satisfaction or discharge of all obligations under any Loan Document.

Section 5.03. Mitigation Obligations. Each Lender may make any Loans to the Borrower through any Lending Office, *provided* that the exercise of this option shall not affect the obligation of the Borrower to repay Loans in accordance with the terms of this Agreement. If any Lender requests compensation under Section 5.01, or if the Borrower is required to pay any additional amount to any Lender or any Governmental Authority for the account of any Lender pursuant to Section 5.02, then such Lender shall use reasonable efforts to designate a different Lending Office for funding or booking its Loans hereunder or to assign its rights and obligations hereunder to another of its offices, branches or affiliates, if, in the reasonable judgment of such Lender, such designation or assignment (i) would eliminate or reduce amounts payable pursuant to Section 5.01 or Section 5.02, as the case may be, in the future and (ii) would not subject such Lender to any unreimbursed cost or expense and would not otherwise be disadvantageous to such Lender. The Borrower hereby agrees to pay all reasonable costs and expenses incurred by any Lender in connection with any such designation or assignment.

Section 5.04. Illegality. Notwithstanding any other provision of this Agreement, in the event that it becomes unlawful for any Lender or its applicable Lending Office to honor its obligation to make or maintain Loans, then such Lender shall promptly notify the Borrower and the Administrative Agent thereof and such Lender's obligation to make such Loans shall be suspended (the "**Affected Loans**") until such time as such Lender may again make and maintain such Loans.

Section 5.05. Benchmark Replacement Setting.

(a) Benchmark Replacement. Notwithstanding anything to the contrary herein or in any other Loan Document, if a Benchmark Transition Event or an Early Opt-in Election, as applicable, and its related Benchmark Replacement Date have occurred prior to the Reference Time in respect of any setting of the then-current Benchmark, then (x) if a Benchmark Replacement is determined in accordance with clause (1) or (2) of the definition of "Benchmark Replacement" for such Benchmark Replacement Date, such Benchmark Replacement will replace such Benchmark for all purposes hereunder and under any Loan Document in respect of such Benchmark setting and subsequent Benchmark settings without any amendment to, or further action or consent of any other party to, this Agreement or any other Loan Document and (y) if a Benchmark Replacement is determined in accordance with clause (3) of the definition of "Benchmark Replacement" for such Benchmark Replacement Date, such Benchmark Replacement will replace such Benchmark for all purposes hereunder and under any Loan Document in respect of any Benchmark setting at or after 5:00 p.m. (New York City time) on the fifth (5<sup>th</sup>) Business Day after the date notice of such Benchmark Replacement is provided to the Lenders without any amendment to, or further action or consent of any other party to, this Agreement or any other Loan Document so long as the Administrative Agent has not received, by such time, written notice of objection to such Benchmark Replacement from Lenders comprising the Required Lenders.

(b) Benchmark Replacement Conforming Changes. In connection with the implementation of a Benchmark Replacement, the Administrative Agent will have the right to make Benchmark Replacement Conforming Changes from time to time and, notwithstanding anything to the contrary herein or in any other Loan Document, any amendments implementing such Benchmark Replacement Conforming Changes will become effective without any further action or consent of any other party to this Agreement or any other Loan Document.

(c) Notices; Standards for Decisions and Determinations. The Administrative Agent will promptly notify the Borrower and the Lenders of (i) any occurrence of a Benchmark Transition Event or an Early Opt-in Election, as applicable, and its related Benchmark Replacement Date, (ii) the implementation of any Benchmark Replacement, (iii) the effectiveness of any Benchmark Replacement Conforming Changes and (iv) the removal or reinstatement of any tenor of a Benchmark pursuant to clause (d) below. Any determination, decision or election that may be made by the Administrative Agent or, if applicable, any Lender (or group of Lenders) pursuant to this Section 5.05 including any determination with respect to a tenor, rate or adjustment or of the occurrence or non-occurrence of an event, circumstance or date and any decision to take or refrain from taking any action or any selection, will be conclusive and binding absent manifest error and may be made in its or their sole discretion and without consent from any other party to this Agreement or any other Loan Document, except, in each case, as expressly required pursuant to this Section 5.05.

(d) Unavailability of Tenor of Benchmark. Notwithstanding anything to the contrary herein or in any other Loan Document, at any time (including in connection with the implementation of a Benchmark Replacement), (i) if the then-current Benchmark is a term rate (including Term SOFR or USD LIBOR) and either (A) any tenor for such Benchmark is not displayed on a screen or other information service that publishes such rate from time to time as selected by the Administrative Agent in its reasonable discretion or (B) the regulatory supervisor for the administrator of such Benchmark has provided a public statement or publication of information announcing that any tenor for such Benchmark is or will be no longer representative, then the Administrative Agent may modify the definition of “Interest Period” for any Benchmark settings at or after such time to remove such unavailable or non-representative tenor and (ii) if a tenor that was removed pursuant to clause (i) above either (A) is subsequently displayed on a screen or information service for a Benchmark (including a Benchmark Replacement) or (B) is not, or is no longer, subject to an announcement that it is or will no longer be representative for a Benchmark (including a Benchmark Replacement), then the Administrative Agent may modify the definition of “Interest Period” for all Benchmark settings at or after such time to reinstate such previously removed tenor.

## ARTICLE VI CONDITIONS PRECEDENT

Section 6.01. Effective Date. This Agreement and the obligations of the Lenders to make Loans hereunder shall not become effective until the date on which each of the following conditions is satisfied (or waived in accordance with Section 12.02):

(a) the Administrative Agent and the Lenders shall have received all commitment, facility, structuring and agency fees and all other fees and amounts due and payable on or prior to the Effective Date, including, to the extent invoiced, reimbursement or payment of all reasonable out-of-pocket expenses required to be reimbursed or paid by the Borrower hereunder (including, without limitation, the reasonable fees and expenses of Sidley Austin LLP, counsel to the Administrative Agent);

(b) the Administrative Agent shall have received a certificate of the Secretary, an Assistant Secretary or other officer of each Loan Party setting forth (i) resolutions of its board of directors

(or comparable governing body) with respect to the authorization of such Loan Party to execute and deliver the Loan Documents to which it is a party and to enter into the transactions contemplated in those documents, (ii) the officers of such Loan Party (y) who are authorized to sign the Loan Documents to which such Loan Party is a party and (z) who will, until replaced by another officer or officers duly authorized for that purpose, act as its representative for the purposes of signing documents and giving notices and other communications in connection with this Agreement and the transactions contemplated hereby, (iii) specimen signatures of such authorized officers, (iv) the Organizational Documents of such Loan Party, certified as being true and complete and (v) a list of the officers and directors of each Loan Party. The Administrative Agent and the Lenders may conclusively rely on such certificate until the Administrative Agent receives notice in writing from the Borrower to the contrary;

(c) the Administrative Agent shall have received certificates of the appropriate State agencies with respect to the existence, qualification and good standing of each Loan Party;

(d) the Administrative Agent shall have received from each party hereto counterparts (in such number as may be reasonably requested by the Administrative Agent) of this Agreement signed on behalf of each party thereto;

(e) the Administrative Agent shall have received (i) a duly executed Tranche A Note payable to the order of each Tranche A Lender in the principal amount equal to such Lender's Tranche A Loans and/or Tranche A Commitments dated as of the date hereof, (ii) a duly executed Tranche B Note payable to the order of each Tranche B Lender in the principal amount equal to such Lender's Tranche B Loans dated as of the date hereof and (iii) a duly executed Tranche C Note payable to the order of each Tranche C Lender in the principal amount equal to such Lender's Tranche C Loans dated as of the date hereof;

(f) the Administrative Agent shall have received from each party thereto duly executed counterparts (in such number as may be reasonably requested by the Administrative Agent) of the Security Instruments required as of the Effective Date, including the Pledge Agreement, the Security Agreement and the Guaranty Agreement. In connection with the execution and delivery of such Security Instruments, the Administrative Agent shall be reasonably satisfied that the Security Instruments will, when properly recorded (or when the applicable financing statements related thereto are properly filed or such other actions needed to perfect are taken) create perfected Liens (subject only to Excepted Liens identified in clauses (a) to (c) of the definition thereof, but subject to the provisos at the end of such definition) on the Property purported to be pledged as Collateral pursuant to the Security Instruments;

(g) the Administrative Agent shall have received from each party thereto duly executed counterparts of the Fee Letter;

(h) the Administrative Agent shall have received an opinion of Haynes and Boone, LLP, special counsel to the Borrower, in form and substance reasonably acceptable to the Administrative Agent and its counsel;

(i) the Administrative Agent shall have received a certificate of insurance coverage of the Loan Parties evidencing that the Loan Parties are carrying insurance reasonably acceptable to the Administrative Agent;

(j) the Administrative Agent shall be reasonably satisfied with the environmental condition of the Sand Properties of the Loan Parties;

(k) the Administrative Agent and the Lenders shall have received cash projections of the Borrower and its Subsidiaries through December 31, 2021 prepared by management of the Borrower, in form and substance satisfactory to the Administrative Agent;

(l) on the Effective Date, none of the Loan Parties shall have any Debt (other than the Obligations or other Debt permitted hereunder);

(m) all governmental and third party approvals necessary in connection with the Transactions, the financing contemplated hereby and the continuing operations of the Loan Parties (including equityholder approvals, if any) shall have been obtained on terms reasonably satisfactory to the Administrative Agent and shall be in full force and effect;

(n) the Bankruptcy Court shall have entered the Confirmation Order, which shall be Final and in full force and effect (as used herein, "Final" shall mean an order or judgement of the Bankruptcy Court, or other court of competent jurisdiction with respect to the subject matter, which has not been reversed, stayed, modified or amended, and as to which (i) the time to appeal, petition for certiorari, or move for reargument or rehearing (other than a request for a rehearing under Federal Rule of Civil Procedure 60(b), which shall not be considered for purposes of this definition) has expired and no appeal or petition for certiorari has been timely taken, or (ii) any timely appeal that has been taken or any petition for certiorari that has been or may be timely filed has been resolved by the highest court to which the order or judgment was appealed or from which certiorari was sought or has otherwise been dismissed with prejudice);

(o) the Confirmation Order shall approve this Agreement and authorize the Loan Parties' execution and delivery of this Agreement and the other Loan Documents;

(p) all conditions precedent to the confirmation and effectiveness of the Chapter 11 Plan set forth therein (other than the effectiveness of this Agreement) shall have been fulfilled or waived as permitted therein, and all transactions contemplated in the Chapter 11 Plan or in the Confirmation Order to occur on or prior to the Plan Effective Date shall have been substantially consummated in accordance with the terms thereof and in compliance with applicable law, Bankruptcy Court and regulatory approval;

(q) (i) The Administrative Agent shall have received at least three (3) Business Days prior to the Effective Date all documentation and other information about the Borrower and the Guarantors required under applicable "know your customer" and anti-money laundering rules and regulations, including the USA PATRIOT Act that has been requested by the Administrative Agent or the applicable Lender in writing at least ten (10) Business Days prior to the Effective Date and (ii) if the Borrower or any Guarantor qualifies as a "legal entity customer" under the Beneficial Ownership Regulation, such Person shall have delivered a Beneficial Ownership Certification in relation to such Person to any Lender that has requested such certification; and

(r) the Administrative Agent shall have received such other documents as the Administrative Agent may reasonably request.

Without limiting the generality of the provisions of Section 11.04, for purposes of determining compliance with the conditions specified in this Section 6.01, each Lender that has signed this Agreement shall be deemed to have consented to, approved or accepted or to be satisfied with, each document or other matter required under this Section 6.01 to be consented to or approved by or acceptable or satisfactory to a Lender unless the Administrative Agent shall have received notice from such Lender prior to the Effective Date specifying its objection thereto. All documents executed or submitted pursuant to this Section 6.01



by and on behalf of the Borrower or any of its Subsidiaries shall be in form and substance reasonably satisfactory to the Administrative Agent. The Administrative Agent shall notify the Borrower and the Lenders of the Effective Date, and such notice shall be conclusive and binding.

Section 6.02. Each Credit Event. The obligation of each Lender to make a Loan on the occasion of any Borrowing (including any Borrowing of Tranche A Loans on the Effective Date), is subject to the satisfaction of the following conditions:

(a) at the time of and immediately after giving effect to such Borrowing, no Default shall have occurred and be continuing;

(b) the representations and warranties of the Loan Parties set forth in this Agreement and in the other Loan Documents shall be true and correct in all material respects on and as of the date of such Borrowing, except that (i) to the extent any such representations and warranties are expressly limited to an earlier date, then on and as of the date of such Borrowing, such representations and warranties shall continue to be true and correct in all material respects as of such specified earlier date and (ii) to the extent that any such representation and warranty is qualified by materiality, such representation and warranty shall continue to be true and correct in all respects;

(c) the making of such Loan shall not be prohibited by any applicable Governmental Requirement, and no litigation shall be pending or threatened, which does or, with respect to any threatened litigation, seeks to, enjoin, prohibit or restrain, the making or repayment of any Loan or any participations therein or the consummation of the transactions contemplated by this Agreement or any other Loan Document; and

(d) the receipt by the Administrative Agent of a Borrowing Request Notice in accordance with Section 2.02.

Each request for a Borrowing shall be deemed to constitute a representation and warranty by the Borrower on the date thereof as to the matters, and to the extent, specified in Section 6.02(a) through (c).

## **ARTICLE VII REPRESENTATIONS AND WARRANTIES**

Each of Parent and the Borrower represents and warrants to the Lenders that, after giving effect to the Confirmation Order and the Chapter 11 Plan:

Section 7.01. Organization; Powers. Each of the Loan Parties is duly organized, validly existing and in good standing under the laws of the jurisdiction of its organization, has all requisite power and authority, and has all material governmental licenses, authorizations, consents and approvals necessary, to own its assets and to carry on its business as now conducted, and is qualified to do business in, and is in good standing in, every jurisdiction where such qualification is required, except where failure to have such power, authority, licenses, authorizations, consents, approvals and qualifications could not reasonably be expected to have a Material Adverse Effect.

Section 7.02. Authority; Enforceability. The Transactions are within the Loan Parties' respective limited partnership or limited liability company powers and have been duly authorized by all necessary limited partnership or limited liability company and, if required, equityholder action (including, without limitation, any action required to be taken by any class of directors of the Borrower or any other Person, whether interested or disinterested, in order to ensure the due authorization of the Transactions).

Each Loan Document to which any Loan Party is a party has been duly executed and delivered by such Loan Party and constitutes a legal, valid and binding obligation of such Loan Party, enforceable in accordance with its terms, subject to applicable Debtor Relief Laws and subject to general principles of equity, regardless of whether considered in a proceeding in equity or at law.

Section 7.03. Approvals; No Conflicts. The Transactions (a) do not require any consent or approval of, registration or filing with, or any other action by, any Governmental Authority or any other third Person (including equityholders, members, partners or any class of directors or managers, whether interested or disinterested, of the Borrower or any other Person), nor is any such consent, approval, registration, filing or other action necessary for the validity or enforceability of any Loan Document or the consummation of the transactions contemplated thereby, except such as have been obtained or made and are in full force and effect other than (i) the recording and filing of the Security Instruments as required by this Agreement and (ii) those third party approvals or consents which, if not made or obtained, would not cause a Default hereunder, could not reasonably be expected to have a Material Adverse Effect and would not have an adverse effect on the enforceability of the Loan Documents, (b) will not violate any applicable law or regulation or the Organizational Documents of any Loan Party or any order of any Governmental Authority, (c) will not violate or result in a default under any indenture or other material agreement binding upon any Loan Party or its Properties, or give rise to a right thereunder to require any payment to be made by any Loan Party and (d) will not result in the creation or imposition of any Lien on any material Property of any Loan Party (other than the Liens created by the Loan Documents).

Section 7.04. No Material Adverse Change. Since the Effective Date, there has been no event, development or circumstance that has had a Material Adverse Effect.

Section 7.05. Litigation.

(a) Except as set forth on Schedule 7.05 as of the Effective Date or otherwise disclosed in writing to the Administrative Agent and the Lenders after the Effective Date, there are no actions, suits, investigations or proceedings by or before any arbitrator or Governmental Authority pending against or, to the knowledge of the Borrower, threatened against or affecting any Loan Party that either individually or in the aggregate, would reasonably be expected to have a Material Adverse Effect.

(b) Since the Effective Date, there has been no change in the status of the matters disclosed in Schedule 7.05 that, individually or in the aggregate, has resulted in a Material Adverse Effect.

Section 7.06. Environmental Matters. Except as has not resulted in a Material Adverse Effect or as set forth on Schedule 7.06:

(a) the Loan Parties and each of their respective Properties and operations thereon are, and within all applicable statute of limitation periods have been, in compliance with all applicable Environmental Laws;

(b) the Loan Parties have obtained all Environmental Permits required for their respective operations and each of their Properties, with all such Environmental Permits being currently in full force and effect, and none of the Borrower or the other Loan Parties has received any written notice or otherwise has knowledge that any such existing Environmental Permit will be revoked or that any application for any new Environmental Permit or renewal of any existing Environmental Permit will be protested or denied;

(c) there are no claims, demands, suits, orders, inquiries, or proceedings concerning any violation of, or any liability (including as a potentially responsible party or any liability for investigation, remediation, removal, abatement, or monitoring of Hazardous Materials) under, any applicable Environmental Laws that is pending or, to the Borrower's knowledge, threatened against any Loan Party or any of their respective Properties or as a result of any operations at such Properties;

(d) none of the Properties of the Loan Parties contain any: (i) underground storage tanks; (ii) asbestos-containing materials; (iii) landfills or dumps; (iv) hazardous waste management units as defined pursuant to RCRA or any comparable state law; or (v) sites on or nominated for the National Priorities List promulgated pursuant to CERCLA or any state remedial priority list promulgated or published pursuant to any comparable state law;

(e) there has been no Release or, to the Borrower's knowledge, threatened Release, of Hazardous Materials at, on, under or from the Loan Parties' Properties, there are no investigations, remediations, abatements, removals, or monitorings of Releases of Hazardous Materials required under applicable Environmental Laws at such Properties and, to the knowledge of the Borrower, none of such Properties are adversely affected by any Release or threatened Release of a Hazardous Material originating or emanating from any other real property;

(f) there has been no exposure of any Person or Property to any Hazardous Materials as a result of or in connection with the operations and businesses of the Borrower or any Loan Party or relating to any of the Loan Parties' Properties that could reasonably be expected to form the basis for a claim for damages or compensation; and

(g) the Loan Parties have provided to the Lenders complete and correct copies of all material environmental site assessment reports, investigations, studies, analyses, and correspondence on environmental matters (including matters relating to any alleged non-compliance with or liability under Environmental Laws) that are in any of the Borrower's or any other Loan Party's possession or control and relating to their respective Properties or operations thereon.

#### Section 7.07. Compliance with the Laws and Agreements; No Defaults.

(a) Except where the failure to do so, individually or in the aggregate, has not had a Material Adverse Effect, each of the Loan Parties (i) to its knowledge, is in compliance with all Governmental Requirements applicable to it or its Property and all agreements and other instruments binding upon it or its Property, and (ii) possesses all licenses, permits, franchises, exemptions, approvals and other governmental authorizations, in each case, necessary for the ownership of its Property and the conduct of its business.

(b) None of the Loan Parties is in default nor has any event or circumstance occurred which, but for the expiration of any applicable grace period or the giving of notice, or both, would result in or permit the acceleration of the maturity of or would require the Borrower or any other Loan Party to Redeem or make any offer to Redeem under any indenture, note, credit agreement or instrument pursuant to which any Material Indebtedness is outstanding or by which the Borrower or any other Loan Party or any of their Properties is bound.

(c) No Default or Event of Default has occurred and is continuing.

Section 7.08. Investment Company Act. No Loan Party is required to be registered as an "investment company" within the meaning of the Investment Company Act of 1940, as amended.

Section 7.09. Taxes. Each of the Loan Parties has timely filed or caused to be filed all material Tax returns and reports required by applicable law to have been filed after the Effective Date, with such Tax returns accurately reflecting in all material respects all liabilities for Taxes of the Loan Parties for the periods covered thereby, and has paid or caused to be paid all Taxes required to have been paid by it pursuant to such returns, except (a) Taxes that are being contested in good faith by appropriate proceedings and for which the Borrower or such other Loan Party, as applicable, has set aside on its books adequate reserves in accordance with GAAP, (b) to the extent otherwise excused or prohibited under the Bankruptcy Code or (c) where the failure to do so, individually or in the aggregate, has not had a Material Adverse Effect. The charges, accruals and reserves on the books of the Loan Parties in respect of Taxes and other governmental charges are, in the reasonable opinion of the Borrower, adequate.

Section 7.10. ERISA.

(a) Each Plan is in compliance in all respects with the applicable provisions of ERISA, the Code and other applicable laws, except for such noncompliance as could not reasonably be expected, either individually or in the aggregate, to result in a Material Adverse Effect; and each Plan and Pension Plan that is intended to be a qualified plan under Section 401(a) of the Code has received a favorable determination letter from the IRS to the effect that the form of such Plan or Pension Plan is qualified under Section 401(a) of the Code and the trust related thereto has been determined by the IRS to be exempt from Federal income tax under Section 501(a) of the Code, or an application for such a letter is currently being processed by the IRS, and, to the knowledge of the Borrower, nothing has occurred that would prevent or cause the loss of such tax-qualified status.

(b) Other than routine claims for benefits, there are no pending or, to the knowledge of the Borrower, threatened claims, actions or lawsuits, or action by any Governmental Authority, with respect to any Plan that, either individually or in the aggregate could reasonably be expected to have a Material Adverse Effect. To the knowledge of the Borrower, there has been no “prohibited transaction” (as defined in Section 406 of ERISA or Section 4975 of the Code) or violation of the fiduciary responsibility rules with respect to any Plan that, either individually or in the aggregate, has had or could reasonably be expected to have a Material Adverse Effect.

(c) Except as could not reasonably be expected, either individually or in the aggregate, to have a Material Adverse Effect, no ERISA Event has occurred, and none of the Loan Parties, nor any ERISA Affiliate is aware of any fact, event or circumstance that, either individually or in the aggregate, could reasonably be expected to constitute or result in an ERISA Event.

(d) Except as could not reasonably be expected, either individually or in the aggregate, a Material Adverse Effect, full payment when due has been made of all amounts which each Loan Party or any ERISA Affiliate is required, under the terms of each Plan, Pension Plan, Multiemployer Plan or applicable law, to have paid as contributions to such Plan, Pension Plan or Multiemployer Plan as of the date hereof.

(e) None of the Loan Parties nor any ERISA Affiliate sponsors, maintains, or contributes to an employee welfare benefit plan, as defined in Section 3(1) of ERISA, including, without limitation, any such plan maintained to provide benefits to former employees of such entities (other than in accordance with Section 4980B of the Code or any similar State law), that may not be terminated by any of the Loan Parties or any ERISA Affiliate in its sole discretion at any time without any liability that would have a Material Adverse Effect.

(f) The present value of all accrued benefit liabilities (as defined in Section 4001(a)(16) of ERISA) under each Pension Plan (based on those assumptions used to fund such Pension Plan) did not, as of the last annual valuation date prior to the date on which this representation is made or deemed made, exceed the value of the assets of such Pension Plan allocable to such accrued benefits by an amount that would have a Material Adverse Effect (any such excess, “**Unfunded Pension Liabilities**”). As of the most recent valuation date for each Multiemployer Plan, the potential liability of the Borrower, any Loan Party or any ERISA Affiliate for a complete withdrawal from such Multiemployer Plan (within the meaning of Section 4203 of ERISA), when aggregated with such potential liability for a complete withdrawal from all Multiemployer Plans, would not have a Material Adverse Effect.

Section 7.11. **Disclosure; No Material Misstatements.** None of the reports, financial statements, certificates or other information furnished by or on behalf of the Loan Parties to the Administrative Agent or any Lender or any of their Affiliates in connection with the negotiation of this Agreement or any other Loan Document or delivered hereunder or under any other Loan Document (as modified or supplemented by other information so furnished) contains any material misstatement of fact or omits to state any material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not materially misleading; *provided* that, with respect to projected financial information, the Borrower represents only that such information was prepared in good faith based upon assumptions believed to be reasonable at the time. As of the Effective Date, to the knowledge of the Borrower, the information included in the Beneficial Ownership Certification delivered on or prior to the Effective Date to any Lender in connection with this Agreement is true and correct in all respects.

Section 7.12. **Insurance.** The Loan Parties have insurance coverage in at least amounts and against such risk (including, without limitation, public liability) that are usually insured against by companies similarly situated and engaged in the same or a similar business for the assets and operations of the Loan Parties. The Administrative Agent and the Lenders have been named as additional insureds in respect of such liability insurance policies and the Administrative Agent has been named as loss payee with respect to Property loss insurance.

Section 7.13. **[Reserved].**

Section 7.14. **Subsidiaries and Capitalization.**

(a) **Schedule 7.14(a)** sets forth, as of the Effective Date, all of the Subsidiaries of the Borrower.

(b) **Schedule 7.14(b)** sets forth, as of the Effective Date, the owners of all authorized and outstanding Equity Interests of each Loan Party, including options and other equity equivalents of each Loan Party, together with the amount and percentage of such Equity Interests held by each such owner. All of the outstanding Equity Interests of each Loan Party are validly issued and free and clear of any and all Liens (other than Liens permitted by **Section 9.04**).

(c) Except as set forth on **Schedule 7.14(c)**, as of the Effective Date, there are no outstanding shares of capital stock or other Equity Interests, securities, rights, warrants or options convertible or exchangeable into or exercisable for any shares of capital stock or other Equity Interests, stock appreciation rights or phantom stock of any Loan Party. Except as set forth on **Schedule 7.14(c)**, as of the Effective Date, no Loan Party is under any obligation, contingent or otherwise, to redeem or otherwise acquire any shares of its capital stock or other Equity Interests or any securities, rights or options to acquire such capital stock, Equity Interests, stock appreciation rights or phantom stock.

Section 7.15. Location of Business and Offices. The Borrower's jurisdiction of organization is Delaware; the name of the Borrower as listed in the public records of its jurisdiction of organization is VPROP Operating, LLC; and the organizational identification number of the Borrower in its jurisdiction of organization is 6588917 (or, in each case, as set forth in a notice delivered to the Administrative Agent pursuant to Section 8.01(l) in accordance with Section 12.01). The Borrower's principal place of business and chief executive offices are located at the address specified in Section 12.01 (or as set forth in a notice delivered pursuant to Section 8.01(l) and Section 12.01(c)). Each Subsidiary's jurisdiction of organization, name as listed in the public records of its jurisdiction of organization, organizational identification number in its jurisdiction of organization, and the location of its principal place of business and chief executive office is stated on Schedule 7.14 (or as set forth in a notice delivered pursuant to Section 8.01(l)).

Section 7.16. Properties; Titles, Etc.

(a) Each of the Loan Parties has (i) good title in fee simple to, or valid leasehold interests in, all real property necessary in the ordinary conduct of its business, (ii) valid leasehold interests in, or valid licenses or other rights to use, all leased or licensed personal property and assets material to the ordinary conduct of its business, and (iii) valid title to all other personal property material to the ordinary conduct of its business, except in each case, for such defects in title or failure to have such or other interest as has not, individually or in the aggregate, had a Material Adverse Effect.

(b) All material leases and agreements necessary for the conduct of the business of the Loan Parties are valid and subsisting, in full force and effect, and there exists no default or event or circumstance which with the giving of notice or the passage of time or both would have a Material Adverse Effect.

(c) The rights and Properties presently owned, leased or licensed by each Loan Party including, without limitation, all easements and rights of way, include all rights and Properties necessary to permit each Loan Party to conduct its business.

(d) All of the Properties of the Loan Parties which are reasonably necessary for the operation of their businesses are maintained in accordance with prudent business standards.

(e) Each Loan Party owns, or is licensed to use, all trademarks, trade names, copyrights, patents and other intellectual Property material to its business, and the use thereof by the Borrower and such other Loan Parties does not infringe upon the rights of any other Person, except for any such infringements that, individually or in the aggregate, have not had a Material Adverse Effect. The Loan Parties either own or have valid licenses or other rights to use all databases, geological data, geophysical data, engineering data, seismic data, maps, interpretations and other technical information that are necessary to conduct their business, subject to the limitations contained in the agreements governing the use of the same, which limitations are customary for companies engaged in similar businesses.

Section 7.17. [Reserved].

Section 7.18. [Reserved].

Section 7.19. [Reserved].

Section 7.20. Swap Agreements. Schedule 7.20, as of the date hereof, sets forth, a true and complete list of all Swap Agreements of the Borrower and each other Loan Party, the material terms thereof (including the type, term, effective date, termination date and notional amounts or volumes), the net mark-

to-market value thereof, all credit support agreements relating thereto and the counterparty to each such agreement.

Section 7.21. Use of Loans. The proceeds of the Loans shall be only for the purposes specified in Section 9.09. The Loan Parties are not engaged principally, or as one of its or their important activities, in the business of extending credit for the purpose, whether immediate, incidental or ultimate, of buying or carrying margin stock (within the meaning of Regulation T, U or X of the Board). No part of the proceeds of any Loan will be used whether on or following the Effective Date for any purpose which violates the provisions of Regulations T, U or X of the Board.

Section 7.22. Solvency. As of the Effective Date, after giving effect to the transactions contemplated hereby, (a) the aggregate assets (after giving effect to amounts that could reasonably be received by reason of indemnity, offset, insurance or any similar arrangement), at a fair valuation, of each Loan Party will exceed the aggregate Debt of such Loan Party, as the Debt becomes absolute and matures, (b) each of the Loan Parties will not have incurred or intended to incur, and will not believe that it will incur, Debt beyond its ability to pay such Debt (after taking into account the timing and amounts of cash to be received by each of the Borrower and the other Loan Parties and the amounts to be payable on or in respect of its liabilities, and giving effect to amounts that could reasonably be received by reason of indemnity, offset, insurance or any similar arrangement) as such Debt becomes absolute and matures and (c) each of the Loan Parties will not have (and will have no reason to believe that it will have thereafter) unreasonably small capital for the conduct of its business.

Section 7.23. Material Contracts. As of the Effective Date, neither Borrower nor any Subsidiary is a party to any Material Contract other than those Material Contracts set forth on Schedule 7.23. The Borrower has provided the Administrative Agent with copies certified as being true, complete and correct of such Material Contracts. Each of the Borrower and its Subsidiaries is in material compliance with the terms of the Material Contracts to which it is a party, except where the failure to be in compliance has not resulted in a Material Adverse Effect.

Section 7.24. Foreign Corrupt Practices. No Loan Party, nor any director, officer, agent, employee or Affiliate of the Loan Parties is aware of or has taken any action, directly or indirectly, that would result in a material violation by such Persons of the FCPA, including, without limitation, making use of the mails or any means or instrumentality of interstate commerce corruptly in furtherance of an offer, payment, promise to pay or authorization of the payment of any money, or other property, gift, promise to give, or authorization of the giving of anything of value to any “foreign official” (as such term is defined in the FCPA) or any foreign political party or official thereof or any candidate for foreign political office, in contravention of the FCPA; and, the Loan Parties and their Affiliates have conducted their business in material compliance with the FCPA and have instituted and maintain policies and procedures designed to ensure, and which are reasonably expected to continue to ensure, continued compliance therewith.

Section 7.25. OFAC. No Loan Party, nor to the knowledge of any Loan Party, any director, officer, employee, agent, Affiliate of a Loan Party or representative thereof, is an individual or entity that is, or is owned or controlled by any individual or entity that is (a) currently the subject or target of any Sanctions or (b) located, organized or resident in a Designated Jurisdiction.

Section 7.26. [Reserved].

Section 7.27. [Reserved].

Section 7.28. Accounts. Schedule 7.28 lists all Deposit Accounts, Securities Accounts and Commodity Accounts maintained by or for the benefit of the Borrower or any Guarantor as of the Effective Date, together with an indication as to whether each such account is an Excluded Account (as such term is defined in the Security Agreement) and the basis for such determination.

## ARTICLE VIII AFFIRMATIVE COVENANTS

Until the Commitments have expired or been terminated and the principal of and interest on each Loan and all fees payable hereunder and all other amounts payable under the Loan Documents then outstanding shall have been paid in full, the Borrower covenants and agrees with the Lenders that:

Section 8.01. Financial Statements; Other Information. The Borrower will furnish to the Administrative Agent for prompt distribution to each Lender:

(a) Annual Financial Statements. As soon as available, but in any event not later than 120 days after the end of each fiscal year, Parent's audited consolidated balance sheet and related consolidated statements of operations, members' equity and cash flows as of the end of and for such year, all reported on by Sutton Frost Cary or other independent public accountants reasonably acceptable to the Administrative Agent (without a "going concern" or like qualification or exception and without any qualification or exception as to the scope of such audit (other than with respect to, or resulting from, (x) the occurrence of an upcoming maturity date of any Debt or (y) any prospective or actual default in financial covenants hereunder (if any))) to the effect that such consolidated financial statements present fairly in all material respects the financial condition and results of operations of Parent and its Consolidated Subsidiaries on a consolidated basis in accordance with GAAP consistently applied.

(b) Quarterly Financial Statements. For each of the first three Fiscal Quarters of each fiscal year, as soon as available, but in any event not later than 60 days after the end of each such Fiscal Quarter, Parent's consolidated balance sheet and related consolidated statements of operations, members' equity and cash flows as of the end of and for such Fiscal Quarter and the then elapsed portion of the fiscal year, all certified by one of Parent's Financial Officers as presenting fairly in all material respects the financial condition and results of operations of Parent and its Consolidated Subsidiaries on a consolidated basis in accordance with GAAP consistently applied, subject to normal year-end audit adjustments and the absence of footnotes.

(c) [Reserved]

(d) [Reserved]

(e) Certificate of Insurer - Insurance Coverage. Upon request from the Administrative Agent, a certificate of insurance coverage from each insurer evidencing that the Loan Parties are carrying the insurance required by Section 8.07, in form and substance satisfactory to the Administrative Agent, and, if requested by the Administrative Agent, copies of the applicable policies.

(f) Other Accounting Reports. Promptly upon receipt thereof, a copy of any "management letter" received by any of the Loan Parties by independent accountants that indicates, in the reasonable good faith judgment of the board of directors (or comparable governing body), as applicable, of the Borrower or any such other Loan Party, a material weakness in such Person's internal controls or procedures and the management's responses thereto.



(g) SEC and Other Filings. Promptly after the same become publicly available, copies of all periodic and other reports, proxy statements and other materials filed by the Borrower or any other Loan Party with the SEC, or with any national or foreign securities exchange.

(h) [Reserved].

(i) [Reserved].

(j) [Reserved].

(k) [Reserved].

(l) Information Regarding Borrower and other Loan Parties. Prompt written notice of any change in (i) any Loan Party's legal name, (ii) the location of any Loan Party's chief executive office or principal place of business, (iii) any Loan Party's identity or corporate structure, (iv) any Loan Party's jurisdiction of organization or such Loan Party's organizational identification number in such jurisdiction of organization, and (v) any Loan Party's federal taxpayer identification number.

(m) Quarterly Production and Operating Reports. Within sixty (60) days after the end of each calendar quarter, the Borrower shall provide to the Administrative Agent and the Lenders (i) a report setting forth, for each Fiscal Quarter during the then current fiscal year to date, the volume of production and sales attributable to production (and the prices at which such sales were made and the revenues derived from such sales) for each such Fiscal Quarter from the Sand Properties of the Loan Parties, and setting forth all related Taxes attributable thereto and incurred for each such Fiscal Quarter and (ii) a copy of the operating report prepared by or received by management in the ordinary course of business for such period, in reasonable detail.

(n) [Reserved].

(o) [Reserved].

(p) [Reserved].

(q) Communications with Other Lenders. Within five (5) business days of a Responsible Officer obtaining knowledge thereof, copies of all material notices received or delivered by any Loan Party pursuant to any Permitted ABL Facility.

(r) [Reserved].

(s) Other Requested Information. Promptly following any request therefor, such other information regarding the operations, business affairs and financial condition of the Borrower or any other Loan Party (including, without limitation, any Plan and any reports or other information required to be filed with respect thereto under the Code or under ERISA), or compliance with the terms of this Agreement or any other Loan Document, as the Administrative Agent or any Lender may reasonably request.

Section 8.02. Notices of Material Events. The Borrower will furnish to the Administrative Agent and each Lender prompt written notice of the following:

(a) the occurrence of any Default or Event of Default;

(b) the occurrence of any “Default” or “Event of Default” under and as defined in any Permitted ABL Facility;

(c) the occurrence of (i) any material breach or default by any Loan Party under any Material Contract, together with a copy of any default noticed issued in connection therewith, or (ii) any material amendment, modification or termination of any Material Contract (other than any Material Contract that is solely by and among Loan Parties);

(d) the filing or commencement of, or the threat in writing of, any action, suit, proceeding, investigation or arbitration by or before any arbitrator or Governmental Authority against or affecting the Borrower, any other Loan Party or any of their respective Properties that could reasonably be expected to have a Material Adverse Effect, and any material adverse development in any such action, suit, proceeding, investigation or arbitration;

(e) the occurrence of any ERISA Event that, alone or together with any other ERISA Events that have occurred, could reasonably be expected to result in a Material Adverse Effect; and

(f) any other development that results in, or could reasonably be expected to result in, a Material Adverse Effect.

Each notice delivered under this Section 8.02 shall be accompanied by a statement of a Responsible Officer setting forth the details of the event or development requiring such notice and any action taken or proposed to be taken with respect thereto.

Section 8.03. Existence; Conduct of Business. The Borrower will, and will cause each Subsidiary to, do or cause to be done all things necessary to preserve, renew and keep in full force and effect its legal existence and the rights, licenses, permits, privileges and franchises material to the conduct of its business and maintain, if necessary, its qualification to do business in each other jurisdiction in which the ownership of its Properties requires such qualification; *provided* that the foregoing shall not prohibit any merger, consolidation, liquidation or dissolution permitted under Section 9.12.

Section 8.04. Payment of Obligations. The Borrower will, and will cause each Subsidiary to, pay and discharge, before the same shall become delinquent or in default, all its obligations (including Tax liabilities) that, if not paid, could reasonably be expected to result in a Material Adverse Effect, except where (a) the validity or amount thereof is being contested in good faith by appropriate proceedings, (b) the Borrower or such other Loan Party has set aside on its books adequate reserves with respect thereto in accordance with GAAP and (c) the failure to make payment pending such contest could not reasonably be expected to result in a Material Adverse Effect or result in the seizure or levy of any material Property of the Borrower or any other Loan Party.

Section 8.05. Performance of Obligations. The Borrower will pay the Loans in accordance with the terms hereof, and the Borrower will, and will cause each Subsidiary to, do and perform every act and discharge all of its obligations to be performed and discharged by it under the Loan Documents at the time or times and in the manner specified, taking into consideration any grace periods therein. The Borrower will, and will cause each Subsidiary to, discharge all of its Contractual Obligations (other than the Loan Documents) at the time or times and in the manner specified, taking into consideration any grace periods therein, except where the failure to do so, individually or in the aggregate, could not reasonably be expected to result in a Material Adverse Effect.

Section 8.06. Operation and Maintenance of Properties. Except (i) where the failure to do so, individually or in the aggregate, could not reasonably be expected to result in a Material Adverse Effect and (ii) in connection with the period prior to the commencement of historical business operations after the Effective Date (as disclosed to the Lenders), the Borrower will, and will cause each Subsidiary to:

(a) operate its Sand Properties and other material Properties in a careful manner in accordance with the practices of the industry and in material compliance with all applicable contracts and agreements and in compliance with all Governmental Requirements, including, without limitation, applicable Environmental Laws, and all other applicable laws, rules and regulations of every Governmental Authority from time to time constituted to regulate the development and operation of its Sand Properties and the production and sale of sand and other minerals therefrom;

(b) keep and maintain all Property material to the conduct of its business in good working order and condition (ordinary wear and tear excepted), preserve, maintain and keep in good repair and working order (ordinary wear and tear and obsolescence excepted) all of its Sand Properties and other material Properties, including, without limitation, all equipment, machinery and facilities;

(c) promptly pay and discharge, or make reasonable and customary efforts to cause to be paid and discharged, all rentals, royalties, expenses and Obligations accruing under the leases or other agreements affecting or pertaining to its Sand Properties and do all other things necessary to keep unimpaired its rights with respect thereto and prevent any forfeiture thereof or default thereunder;

(d) promptly perform, or make reasonable and customary efforts to cause to be performed, in accordance with industry standards, the obligations required by each and all of the assignments, deeds, leases, sub-leases, contracts and agreements affecting its interests in its Sand Properties and other material Properties; and

(e) operate its Sand Properties and other material Properties or cause or make reasonable and customary efforts to cause the Sand Properties and other material Properties operated by any Person other than a Loan Party to be operated in accordance with the practices of the industry and in material compliance with all applicable contracts and agreements and in compliance with all Governmental Requirements.

Section 8.07. Insurance. The Borrower will, and will cause each Subsidiary to, maintain, with financially sound and reputable insurance companies, insurance (a) in such amounts and against such risks as are customarily maintained by companies engaged in the same or similar businesses operating in the same or similar locations, (b) in accordance with all Governmental Requirements and (c) business interruption insurance in amounts and against such risks as are reasonably satisfactory to the Administrative Agent. Subject to Section 8.18, the loss payable clauses or provisions in said insurance policy or policies insuring any of the Collateral (excluding any business interruption insurance) shall be endorsed in favor of and made payable to the Administrative Agent as its interests may appear and such liability policies shall name the Administrative Agent, for the benefit of the Administrative Agent and the other Secured Parties, as “additional insured” and provide that the insurer will endeavor to give at least thirty (30) days prior notice of any cancellation to the Administrative Agent.

Section 8.08. Books and Records; Inspection Rights. The Borrower will, and will cause each Subsidiary to, keep proper books of record and account in which entries that are full, true and correct in all material respects are made of all dealings and transactions in relation to its business and activities. The Borrower will, and will cause each Subsidiary to, permit any representatives designated by the Administrative Agent or any Lender, upon reasonable prior notice and during normal business hours, to

visit and inspect its Properties, to examine and make extracts from its books and records, and to discuss its affairs, finances and condition with its officers and, provided that the Borrower receives advance written notice of any proposed meetings and is given an opportunity to participate in such discussions, with its independent accountants, all at such reasonable times and as often as reasonably requested; provided that, unless an Event of Default has occurred and is continuing, the Administrative Agent and the Lenders shall be limited to an aggregate of two (2) such visits or inspections per year.

Section 8.09. Compliance with Laws. The Borrower will, and will cause each Subsidiary to, comply in with all laws, rules, regulations and orders of any Governmental Authority applicable to it or its Property, except if the failure to comply therewith could not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect.

Section 8.10. Environmental Matters.

(a) The Borrower will, and will cause each Subsidiary to, at its sole expense: (i) comply, and shall cause its Properties and operations and each other Loan Party and each other Loan Party's Properties and operations to comply in all material respects, with all applicable Environmental Laws; (ii) not Release or threaten to Release, and shall cause each Subsidiary not to Release or threaten to Release, any Hazardous Material on, under, about or from any of the Borrower's or any other Loan Party's Properties or any other property offsite the Property to the extent caused by the Borrower's or any other Loan Party's operations except in compliance with applicable Environmental Laws in all material respects; (iii) timely obtain or file, and shall cause each Subsidiary to timely obtain or file, all material Environmental Permits, if any, required under applicable Environmental Laws to be obtained or filed in connection with the operation or use of the Borrower's or any other Loan Party's Properties; and (iv) promptly commence and diligently prosecute to completion, and shall cause each other Loan Party to promptly commence and diligently prosecute to completion, any assessment, evaluation, investigation, monitoring, containment, cleanup, removal, repair, restoration, remediation or other remedial obligations (collectively, the "**Remedial Work**") in the event any Remedial Work is required under applicable Environmental Laws because of or in connection with the actual or suspected past, present or future Release or threatened Release of any Hazardous Material on, under, about or from any of the Borrower's or any other Loan Party's Properties.

(b) The Borrower will, promptly after obtaining knowledge of the occurrence of a triggering event, notify the Administrative Agent in writing of any threatened action, investigation or inquiry by any Governmental Authority or any threatened demand or lawsuit by any Person against the Borrower or any Subsidiary or their respective Properties in connection with any Environmental Laws that, if adversely determined, could reasonably be expected to result in a Material Adverse Effect.

Section 8.11. Further Assurances.

(a) The Borrower at its sole expense will, and will cause each other Loan Party to, promptly execute and deliver to the Administrative Agent all such other documents, agreements and instruments reasonably requested by the Administrative Agent to comply with, cure any defects or accomplish the conditions precedent, covenants and agreements of the Borrower or any other Loan Party, as the case may be, in the Loan Documents or to further evidence and more fully describe the Collateral intended as security for the Obligations, or to correct any omissions in this Agreement or the Security Instruments, or to state more fully the obligations secured therein, or to perfect, protect or preserve any Liens created pursuant to this Agreement or any of the Security Instruments or the priority thereof, or to make any recordings, file any notices or obtain any consents, all as may be reasonably necessary or appropriate, in the reasonable discretion of the Administrative Agent, in connection therewith.

(b) The Borrower hereby authorizes the Administrative Agent to file one or more financing or continuation statements, and amendments thereto, relative to all or any part of the Collateral without the signature of the Borrower or any other Loan Party where permitted by law. A carbon, photographic or other reproduction of the Security Instruments or any financing statement covering the Collateral or any part thereof shall be sufficient as a financing statement where permitted by law. The Borrower acknowledges and agrees that any such financing statement may describe the Collateral as “all assets” of the Borrower and the other Loan Parties or words of similar effect as may be required by the Administrative Agent.

Section 8.12. [Reserved].

Section 8.13. Title Information. [At the request of the Administrative Agent, the Borrower will deliver to the Administrative Agent fully paid policies of title insurance (or marked-up title insurance commitments having the effect of policies of title insurance) on the Mortgaged Property naming the Administrative Agent as the insured for its benefit and that of the Secured Parties and their respective successors and assigns (the “**Mortgage Policies**”) issued by a nationally recognized title insurance company reasonably acceptable to the Administrative Agent in form and substance and in an amount reasonably acceptable to the Administrative Agent (not to exceed 100% of the fair market value of the real properties covered thereby), insuring the Mortgages to be valid subsisting first priority Liens on the property described therein, free and clear of all Liens other than Liens permitted by Section 9.04.]<sup>3</sup>

Section 8.14. Additional Collateral; Additional Guarantors.

(a) The Borrower shall cause each of its Subsidiaries to unconditionally guaranty, on a joint and several basis, the prompt payment and performance of the Obligations pursuant to the Guaranty Agreement and, in connection therewith, within fifteen (15) Business Days (or such later date as the Administrative Agent may agree in its sole discretion) following any acquisition or creation (or similar event) of a new Subsidiary following the Effective Date, the Borrower shall cause such Subsidiary, to (i) become a party to the Guaranty Agreement by executing and delivering an amendment or a supplement to the Guaranty Agreement in form and substance acceptable to the Administrative Agent, (ii) become a party to the Security Agreement by executing and delivering an amendment or a supplement to the Security Agreement in form and substance acceptable to the Administrative Agent, (iii) become a party to the Pledge Agreement by executing and delivering an amendment or a supplement to the Pledge Agreement in form and substance acceptable to the Administrative Agent, and (iv) execute and deliver such other additional security documents, closing documents, certificates and legal opinions as shall reasonably be requested by the Administrative Agent.

(b) Within fifteen (15) Business Days (or such later date as the Administrative Agent may agree in its sole discretion) following any acquisition or creation (or similar event) of a new Subsidiary following the Effective Date, the Borrower shall, or shall cause the applicable Guarantor that owns Equity Interests in such Subsidiary to, execute and deliver an amendment or supplement to the Pledge Agreement to confirm the pledge all of the Equity Interests in such new Subsidiary. The Borrower and each Guarantor shall also deliver to the Administrative Agent, together with or prior to its delivery of the Pledge Agreement or any amendment or supplement thereto as set forth above, (A) original stock or equity certificates, if any, evidencing the Equity Interests in each Subsidiary owned by it, together with an appropriate undated stock power for each certificate duly executed in blank by the registered owner thereof or, if uncertificated, such other documents as may be reasonably required by the Administrative Agent to perfect the Lien therein by

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<sup>3</sup> NTD: Subject to further diligence.

“control” in accordance with the applicable Uniform Commercial Code (including, without limitation, Sections 8-106, 9-106 and 9-314 thereof) and (B) such other additional security documents, closing documents, certificates and legal opinions as shall reasonably be requested by the Administrative Agent.

(c) Upon the request of the Administrative Agent following any acquisition by any Loan Party of fee interest in real Property in the United States with a fair market value of \$500,000 or more (“**Material Real Property**”), following the Effective Date, the Borrower shall, and shall cause each Subsidiary to, grant to the Administrative Agent for the benefit of the Secured Parties a first priority Lien (subject to Liens permitted pursuant to Section 9.04 hereof) in such real Material Real Property, and the applicable Loan Party shall execute such documents, joinder agreements, financing statements, mortgages, agreements and instruments, and take all action (including obtaining and providing consents, title insurance, surveys and legal opinions) that may be required under applicable law or as the Administrative Agent may request, in order to grant, preserve, protect and perfect such Lien. All such Liens will be created and perfected by and in accordance with the provisions of mortgages, deeds of trust, security agreements and financing statements or other Security Instruments, all in form and substance reasonably satisfactory to the Administrative Agent and in sufficient executed (and acknowledged where necessary or appropriate) counterparts for recording purposes.

(d) Subject to the foregoing clauses (a), (b) and (c), the Borrower will at all times cause the other tangible and intangible assets and Property of the Borrower and each Subsidiary Guarantor, now owned or hereafter acquired (other than Excluded Property (as such term is defined in the Security Agreement)), to be subject to a Lien of the Security Instruments.

(e) The Borrower will, and will cause each of its Subsidiaries to, deliver to the Administrative Agent Blocked Account Control Agreements (in each case duly executed and delivered by the relevant Loan Party and relevant depository bank) covering such Deposit Accounts (other than Excluded Accounts (as such term is defined in the Security Agreement)) as shall be necessary to ensure that the aggregate balance of all Deposit Accounts (other than Excluded Accounts) not subject to a Blocked Account Control Agreement at any given time is less than \$500,000.

Section 8.15. ERISA Compliance. The Borrower will promptly furnish and will cause the other Loan Parties and any ERISA Affiliate to promptly furnish to the Administrative Agent (i) promptly after the filing thereof with the United States Secretary of Labor or the IRS, copies of each annual and other report with respect to each Pension Plan or any trust created thereunder, and (ii) immediately upon becoming aware of the occurrence of any ERISA Event or any non-exempt “prohibited transaction,” as described in Section 406 of ERISA or in Section 4975 of the Code, in connection with any Plan or Pension Plan or any trust created thereunder that could reasonably be expected to result in liability of the Borrower and the other Loan Parties in an aggregate amount exceeding \$2,000,000 (when taken together with all other such ERISA Events and prohibited transactions that have occurred within the preceding twelve (12) months), a written notice signed by the President or the principal Financial Officer, the Subsidiary or the ERISA Affiliate, as the case may be, specifying the nature thereof, what action the Borrower, such other Loan Party or the ERISA Affiliate is taking or proposes to take with respect thereto, and, when known, any action taken or proposed by the IRS, the Department of Labor or the PBGC with respect thereto.

Section 8.16. [Reserved].

Section 8.17. [Reserved].

Section 8.18. [Post-Closing Obligations]. The Borrower shall deliver, or cause to be delivered, the items described on Schedule 8.18 within the time periods set forth therein (or such longer period as may be approved by the Administrative Agent in its sole discretion).]

## ARTICLE IX NEGATIVE COVENANTS

Until the Commitments have expired or terminated and the principal of and interest on each Loan and all fees payable hereunder and all other amounts payable under the Loan Documents then outstanding have been paid in full, the Borrower covenants and agrees with the Lenders that:

Section 9.01. Liquidity. The Borrower and its Subsidiaries will collectively maintain, as of the last day of each calendar month, Liquidity of not less than \$5,000,000.

Section 9.02. [Reserved].

Section 9.03. Debt. The Borrower will not incur, create, assume or suffer to exist any Debt, and will not permit any Subsidiary to, incur, create, assume or suffer to exist any Debt, except:

- (a) the Obligations (including Debt incurred pursuant to Section 2.07 hereof);
- (b) accounts payable and accrued expenses, liabilities or other obligations to pay the deferred purchase price of Property or services, from time to time incurred in the ordinary course of business which are not greater than ninety (90) days past due or which are being contested in good faith by appropriate action and for which adequate reserves have been maintained in accordance with GAAP;
- (c) Debt under Capital Leases or other equipment financing arrangements incurred by the Borrower or any Subsidiary Guarantor, including for mobile excavation equipment, automobiles, trucks, rental equipment or other equipment or personal Property which may be used (i) for purposes of excavation or other similar uses on the Sand Properties or (ii) for transportation and logistics;
- (d) Debt in respect of (x) appeal bonds or similar instruments and (y) payment, bid, performance or surety bonds, or other similar bonds, completion guarantees, or similar instruments, workers' compensation claims, health, disability or other employee benefit insurance claims, self-insurance obligations, letters of credit, and bankers acceptances issued for the account of Borrower or any Subsidiary, in each case listed under this clause (y), in the ordinary course of business, and including guarantees or obligations of any such Loan Party with respect to letters of credit supporting such appeal, payment, bid, performance or surety or other similar bonds, completion guarantees, or similar instruments, workers' compensation claims, health, disability or other employee benefit insurance claims, self-insurance obligations and bankers acceptances (in each case other than for an obligation for money borrowed);
- (e) Debt arising in connection with endorsements of negotiable instruments for deposit or collection in the ordinary course of business;
- (f) Debt under any Permitted ABL Facility and any refinancing thereof, in each case to the extent permitted by the relevant Permitted ABL Intercreditor Agreement; provided that the aggregate maximum principal amount of Debt of the Borrower and its Subsidiaries incurred under the Permitted ABL Facilities shall not at any time exceed the greater of (x) \$25,000,000 and (y) the borrowing base calculated under such Permitted ABL Facilities;

(g) Debt under Swap Agreements with respect to interest rates, foreign currency exchange rates or commodity prices or any combination of the foregoing or transactions similar to the foregoing, in each case, that are not entered into for speculative purposes;

(h) Debt arising from the honoring by a bank or other financial institution of a check, draft or similar instrument inadvertently (except in the case of daylight overdrafts) drawn against insufficient funds in the ordinary course of business; *provided* that such Debt is extinguished within two (2) Business Days of its incurrence;

(i) unsecured Debt of any Loan Party assumed or incurred in connection with any Permitted Acquisition which is subordinated to the Obligations; *provided* that (A) the subordination provisions of such Debt are reasonably satisfactory in all respects to the Administrative Agent, (B) the terms of such Debt shall not provide for any maturity, amortization, sinking fund payment, mandatory redemption or other required repayment or repurchase of such Obligations (other than any required offer to repay or repurchase (x) with asset sale proceeds pursuant to customary arrangements providing that the Borrower or such other Loan Party, as the case may be, (in lieu of making such offer) repay Obligations under this Agreement or (y) pursuant to "change of control" provisions that are no more restrictive than the analogous provisions contained in this Agreement), in each case prior to six months after the Maturity Date, and (C) the covenants and events of default relating to such Debt shall be less restrictive than those contained in this Agreement;

(j) Debt existing on the date hereof and, with respect to any such Debt with an aggregate principal amount in excess of \$250,000, set forth in Schedule 9.03 and extensions, renewals and replacements of any such Debt and any refinancings, modifications, renewals and extensions of any such Debt; *provided* that (i) the principal amount of such Debt shall not be increased above the amount outstanding at the time of such refinancing, renewal or extension, (ii) the maturity of such Debt shall not be shortened and (iii) the terms relating to collateral (if any) and subordination (if any) of any such refinancing, modification, renewing or extending Debt, and of any agreement entered into and of any instrument issued in connection therewith, are not less favorable in any material respect to the Loan Parties or the Lenders than the terms of any agreement or instrument governing the Debt being so refinanced, modified, renewed or extended;

(k) other Debt in an aggregate principal amount not to exceed \$50,000,000 at any time outstanding;

(l) [Reserved];

(m) unsecured Debt arising from intercompany loans and advances owed by a Loan Party to another Loan Party (in either case, other than Parent) which is subordinated to the Obligations on terms that are reasonably satisfactory to the Administrative Agent; *provided* that any such intercompany loans and advances shall be subject to the limitations set forth in Section 9.06(g);

(n) Debt consisting of (i) the financing of insurance premiums or (ii) take or pay obligations contained in supply arrangements, in each case, in the ordinary course of business;

(o) Debt arising as a direct result of judgments, orders, awards or decrees against Borrower or any of its Subsidiaries, in each case not constituting an Event of Default; and



(p) unsecured Debt representing any Taxes to the extent such Taxes are being contested by Borrower or any of its Subsidiaries in good faith by appropriate proceedings and adequate reserves are being maintained by the applicable Loan Party in accordance with GAAP.

Section 9.04. Liens. The Borrower will not, and will not permit any Subsidiary to, create, incur, assume or permit to exist any Lien on any of its Properties (now owned or hereafter acquired), except:

- (a) Liens securing the payment of Obligations;
- (b) Liens securing ABL Obligations subject to a Permitted ABL Intercreditor Agreement;
- (c) Excepted Liens;
- (d) Liens securing Capital Leases (and other equipment financing arrangements) permitted by Section 9.03(c), but only on the Property under such lease (or equipment financing arrangement);
- (e) any Lien on any property or asset of any Loan Party or any Subsidiary existing on the date hereof and set forth in Schedule 9.04; *provided* that (i) such Lien shall not apply to any property or asset of such Loan Party or Subsidiary other than such property or assets subject to such Lien on the date hereof and (ii) such Lien shall secure only those obligations which it secures on the date hereof, and extensions, renewals and replacements thereof that do not increase the outstanding principal amount thereof; and
- (f) other Liens securing Debt or other obligations; provided that at the time of the incurrence of such Liens and the related Debt and other obligations and after giving effect to the incurrence thereof, the aggregate outstanding amount of Debt and other obligations secured by Liens permitted by this clause (f) shall not exceed \$25,000,000.

Section 9.05. Restricted Payments. The Borrower will not, and will not permit any Subsidiary to, declare or make, or agree to pay or make, directly or indirectly, any Restricted Payment, except that:

- (a) the Borrower may declare and pay dividends with respect to its Equity Interests payable solely in additional units or shares of its Equity Interests (other than Disqualified Capital Stock);
- (b) Subsidiaries of the Borrower may declare and pay dividends to Loan Parties ratably with respect to the ownership of their Equity Interests;
- (c) the Borrower may make Permitted Tax Distributions;
- (d) the Borrower may make Restricted Payments pursuant to and in accordance with equity-based and other incentive compensation plans or other benefit plans for management or employees of the Borrower and its Subsidiaries;
- (e) the Borrower and its Subsidiaries may make repurchases of Equity Interests in the Borrower (or any direct or indirect parent thereof) or any such Subsidiary of the Borrower deemed to occur upon exercise of stock options or warrants if such Equity Interests represent a portion of the exercise price of such options or warrants;

(f) the Borrower and its Subsidiaries may pay (or make Restricted Payments to allow the Borrower or any other direct or indirect parent thereof to pay) for the repurchase, retirement or other acquisition or retirement for value of Equity Interests of such Subsidiary (or of the Borrower or any other such direct or indirect parent thereof) from any future, present or former employee, officer, director, manager or consultant of such Subsidiary (or the Borrower or any other direct or indirect parent of such Subsidiary) or any of its Subsidiaries upon the death, disability, retirement, severance, termination of employment or breach of a restrictive covenant of any such Person or pursuant to any employee or director equity plan, employee, manager or director stock option plan or any other employee or director incentive compensation or other benefit plan or any agreement, arrangement, policy, or practice (including any stock subscription or shareholder agreement) with any employee, manager, director, officer or consultant of such Subsidiary (or the Borrower or any other direct or indirect parent thereof); and

(g) the Borrower may make other Restricted Payments so long as no Event of Default shall have occurred and be continuing.

Section 9.06. Investments and Loans. The Borrower will not, and will not permit any Subsidiary to, make or permit to remain outstanding any Investments in or to any Person, except that the foregoing restriction shall not apply to:

(a) (i) Investments as of the Effective Date and, to the extent in excess of \$250,000 individually, set forth in Schedule 9.06 and (ii) Investments consisting of any modification, replacement, renewal, reinvestment or extension of any Investment described in clause (i) above; *provided* that the amount of any Investment permitted pursuant to this clause (ii) is not increased from the amount of such Investment on the Effective Date except as permitted by this Section 9.06;

(b) accounts receivable arising in the ordinary course of business and promissory notes received in settlement of any such accounts receivable;

(c) Investments in Cash Equivalents;

(d) Investments made in or to any of the other Loan Parties (other than Parent);

(e) loans or advances made by a Loan Party to its officers and employees on an arm's-length basis, including payroll, commission, travel, and entertainment expenses, relocation costs and similar purposes, or otherwise for *bona fide* business purposes, in each instance, in the ordinary course of business consistent with past practices, up to a maximum of \$250,000 in the aggregate at any one time outstanding;

(f) Investments received in connection with the bankruptcy or reorganization of, or settlement of delinquent accounts and disputes with, customers and suppliers, in each case in the ordinary course of business;

(g) Investments in any new Subsidiary to the extent such Subsidiary becomes a Subsidiary Guarantor as required hereunder and executes and delivers all collateral documents required hereunder;

(h) Investments in connection with Swap Agreements described in Section 9.03(g);

(i) any endorsement of a check or other medium of payment for deposit or collection through normal banking channels or similar transaction in the ordinary course of business;

(j) extensions of trade credit in the ordinary course of business;

- (k) guaranties constituting Debt permitted under Section 9.03;
- (l) transactions permitted by Section 9.12; and
- (m) other Investments so long as no Event of Default shall have occurred and be continuing.

Section 9.07. Nature of Business; No International Operations.

(a) The Borrower will not, nor will it permit any Subsidiary to, engage in any business other than business of the type generally conducted by a Qualified Business and businesses reasonably related thereto.

(b) The Borrower will not, and will not permit any Subsidiary to, own, acquire or make any other expenditure (whether such expenditure is capital, operating or otherwise) in or related to, any Sand Properties not located within the geographical boundaries of the United States.

Section 9.08. [Reserved]

Section 9.09. Proceeds of Loans.

(a) The Borrower will not permit the proceeds of the Tranche A Loans or Incremental Term Loans to be used for any purpose other than (i) to refinance existing Debt of the Loan Parties, (ii) to pay fees, commissions and expenses incurred in connection with the Transactions, (iii) to make the Litigation Trust Loan on the Effective Date, (iv) to fund capital expenditures of the Loan Parties, and (v) to finance the working capital needs and general corporate purposes of the Borrower and its Subsidiaries.

(b) Neither the Borrower nor any other Loan Party will take any action which would cause any of the Loan Documents to violate Regulations T, U or X or any other regulation of the Board or to violate Section 7 of the Securities Exchange Act of 1934 or any rule or regulation thereunder, in each case as now in effect or as the same may hereinafter be in effect. If requested by the Administrative Agent, the Borrower will furnish to the Administrative Agent and each Lender a statement to the foregoing effect in conformity with the requirements of FR Form U-1 or such other form referred to in Regulation U, Regulation T or Regulation X of the Board, as the case may be.

Section 9.10. ERISA Compliance. The Borrower will not, and will not permit any Subsidiary to, at any time, except as would not reasonably be expected, either individually or in the aggregate, to result in a Material Adverse Effect:

(a) engage in, or permit any ERISA Affiliate to engage in, any transaction or, with respect to subsection (c) of Section 502 of ERISA, omit to take any action, in each case in connection with which the Borrower, or any other Loan Party could be subjected to either a civil penalty assessed pursuant to subsections (c), (i) or (l) of Section 502 of ERISA or a Tax imposed by Chapter 43 of Subtitle D of the Code;

(b) terminate, or permit any ERISA Affiliate to terminate, any Pension Plan in a manner, or take any other action with respect to any Pension Plan, which could result in any liability of the Borrower or any other Loan Party to the PBGC;

(c) fail to make, or permit any ERISA Affiliate to fail to make, full payment when due of all amounts which, under the provisions of any Plan or Pension Plan, agreement relating thereto or

applicable law, the Borrower, any other Loan Party or any ERISA Affiliate is required to pay as contributions thereto;

(d) permit the actuarial present value of the benefit liabilities under any Pension Plan maintained by the Borrower, any other Loan Party or any ERISA Affiliate to exceed the current value of the assets (computed on a plan termination basis in accordance with Title IV of ERISA) of such Pension Plan allocable to such benefit liabilities such that a determination would result that any Pension Plan is, or is expected to be, in “at risk” status (as defined in Section 303(i)(4) of ERISA or Section 430(i)(4) of the Code);

(e) incur a liability (whether direct or indirect) to or on account of a Pension Plan or Multiemployer Plan under Section 515, 4062, 4063, 4064, 4201 or 4204 of ERISA; or

(f) contribute to or assume an obligation to contribute to any “employee welfare benefit plan”, as defined in Section 3(1) of ERISA, including, without limitation, any such plan maintained to provide benefits to former employees of such entities (other than in accordance with Section 4980B of the Code or any similar State law), that may not be terminated by the applicable Loan Party in its sole discretion at any time without any material liability.

Section 9.11. [Reserved]

Section 9.12. Mergers, Etc. The Borrower will not, and will not permit any Subsidiary to, merge into or with or consolidate with any other Person, or permit any other Person to merge into or consolidate with it, or sell, transfer, lease or otherwise dispose of (whether in one transaction or in a series of transactions) all or substantially all of its Property to any other Person (whether now owned or hereafter acquired) (any such transaction, a “consolidation”) or liquidate, wind-up or dissolve (or suffer any liquidation or dissolution), except that:

(a) any Subsidiary of the Borrower may merge or consolidate with any other Subsidiary of the Borrower;

(b) the Borrower may merge or consolidate with any Subsidiary of the Borrower so long as the Borrower is the surviving Person;

(c) any Subsidiary of the Borrower may merge into any other Person in connection with a Permitted Acquisition so long as such Subsidiary shall be the surviving Person;

(d) so long as no Event of Default has occurred and is continuing or would result after giving effect thereto, the Borrower may merge or consolidate with any other Person; *provided* that (i) the Borrower shall be the continuing or surviving Person or (ii) if the Person formed by or surviving any such merger or consolidation is not the Borrower (any such Person, the “Successor Company”), (A) the Successor Company shall be an entity organized or existing under the laws of the United States, any state thereof, the District of Columbia or any territory thereof, (B) the Successor Company shall be, or shall be an Affiliate of, a Qualified Owner, (C) the Successor Company shall expressly assume all the obligations of the Borrower under this Agreement and the other Loan Documents to which the Borrower is a party pursuant to a supplement hereto or thereto in form reasonably satisfactory to the Administrative Agent, (D) the direct parent company (or companies) of such Successor Company (such Person, the “Successor Parent”) shall own (or collectively own) 100% of the outstanding Equity Interests of the Successor Company and shall expressly assume all obligations of the Parent under this Agreement and the other Loan Documents to which the Parent is a party pursuant to a supplement hereto in form and substance satisfactory

to the Administrative Agent, (E) each Subsidiary Guarantor shall have confirmed that its obligations under the Guaranty Agreement and the Security Instruments shall apply to the Successor Company's obligations under the Loan Documents, (F) if requested by the Administrative Agent, each mortgagor of a Mortgaged Property shall have confirmed that its obligations under the applicable Mortgage shall apply to the Successor Company's obligations under the Loan Documents and (G) the Borrower shall have delivered to the Administrative Agent a certificate of a Responsible Officer of the Borrower and an opinion of counsel, each to the effect that such merger or consolidation and such supplement to this Agreement or any Security Instrument preserves the enforceability of this Agreement, the Guaranty Agreement and the Security Instruments and the perfection of the Liens under the Security Instruments; *provided, further*, that if the foregoing are satisfied, the Successor Company will succeed to, and be substituted for, the Borrower under this Agreement; and

(e) any Subsidiary may liquidate or dissolve if (i) the Borrower determines in good faith that such liquidation or dissolution is in the best interests of the Borrower and is not materially disadvantageous to the Lenders and (ii) to the extent such Subsidiary is a Loan Party, any assets, business or Property of such Subsidiary shall be transferred to, or otherwise owned or conducted by, a Loan Party after giving effect to such liquidation or dissolution.

Section 9.13. Sale of Properties. The Borrower will not, and will not permit any Subsidiary to, sell, assign, convey or otherwise transfer any Property except for:

- (a) the sale of sand and other minerals in the ordinary course of business on ordinary terms;
- (b) any such transfer permitted under Section 9.12;
- (c) the sale or issuance of any Equity Interest in a Subsidiary to any Loan Party;
- (d) the issuance of Equity Interests (other than Disqualified Capital Stock) in the Borrower for cash;
- (e) the sale or issuance of any Subsidiary's Equity Interests to the Borrower or any Wholly-Owned Subsidiary that is a Guarantor;
- (f) the sale or transfer of equipment that is no longer necessary for the business of the Loan Party or is replaced by equipment of at least comparable value and use;
- (g) licensing and cross-licensing arrangements involving any technology or other intellectual property of Borrower or any Subsidiary in the ordinary course of business;
- (h) the abandonment of any rights, franchises, licenses, or intellectual property that any Borrower reasonably determines are no longer useful in its business or commercially desirable; and
- (i) the sale or other disposition (including Casualty Events) of Properties not regulated by Section 9.13(a) to (h), provided that the applicable proceeds thereof are applied as prepayments pursuant to, and to the extent required by, Section 3.02.

Section 9.14. Environmental Matters. The Borrower will not, and will not permit any Subsidiary to, cause or permit any of its Property to be in violation of any Environmental Law, or do anything which causes a Release or threatened Release of, or exposure to, any Hazardous Materials on any such Property,

except, in each case, as would not reasonably be expected, either individually or in the aggregate, to result in a Material Adverse Effect.

Section 9.15. Transactions with Affiliates. The Borrower will not, and will not permit any Subsidiary to, conduct any material transaction with any of its Affiliates (other than the Borrower and the other Loan Parties or any entity that becomes a Loan Party as a result of such transaction), unless such transaction is on terms that are substantially as favorable to the Borrower or such Subsidiary as could be obtained at the time in a comparable arm's-length transaction with a Person that is not an Affiliate, as determined by the board of directors or managers of the Parent or such other Loan Party in good faith.

Section 9.16. Subsidiaries. The Borrower will not, and will not permit any Subsidiary to, create or acquire any additional Subsidiary unless such subsidiary is a Wholly-Owned Subsidiary and the Borrower gives written notice to the Administrative Agent of such creation or acquisition and complies with Section 8.14. Neither the Borrower nor any Subsidiary shall have any Subsidiary that is a Foreign Subsidiary.

Section 9.17. [Reserved].

Section 9.18. [Reserved].

Section 9.19. Swap Agreements.

(a) The Borrower will not, and will not permit any Subsidiary to, enter into any Swap Agreements with any Person other than Swap Agreements intended to hedge existing or anticipated interest rate risk incurred in respect of Debt permitted pursuant to Section 9.03.

(b) In no event shall any Swap Agreement contain any requirement, agreement or covenant for a Loan Party to post collateral or margin to secure their obligations under such Swap Agreement or to cover market exposures, except to the extent of Liens granted under the ABL Loan Documents.

(c) The Borrower will not, and will not permit any Subsidiary to, incur or permit to exist any speculative Swap Agreements or any Swap Agreements in respect of commodities or exchange rate risk.

Section 9.20. [Reserved].

Section 9.21. [Reserved].

Section 9.22. Changes in Fiscal Year End.

(a) The Borrower shall not, and shall not permit any Subsidiary to, change the last day of its fiscal year from December 31 of each year, or the last days of the first three Fiscal Quarters in each of its fiscal years from March 31, June 30 and September 30 of each year, respectively

Section 9.23. [Reserved].

Section 9.24. Sanctions. The Borrower shall not, and shall not permit any Subsidiary to, directly or indirectly, use the proceeds of any Borrowing, or lend, contribute or otherwise make available such proceeds to any Subsidiary, joint venture partner or other individual or entity, to fund any activities of or business with any individual or entity, or in any Designated Jurisdiction, that, at the time of such funding,

is the subject of Sanctions, or in any other manner that will result in a violation by any individual or entity (including any individual or entity participating in the transaction, whether as Lender, Administrative Agent, or otherwise) of Sanctions.

## ARTICLE X EVENTS OF DEFAULT; REMEDIES

Section 10.01. Events of Default. The occurrence of one or more of the following events shall constitute an “Event of Default”:

(a) the Borrower shall fail to pay any principal of any Loan when and as the same shall become due and payable, whether at the due date thereof or at a date fixed for prepayment thereof, by acceleration or otherwise;

(b) the Borrower shall fail to pay any interest on any Loan or any fee or any other amount (other than an amount referred to in Section 10.01(a)) payable under any Loan Document, when and as the same shall become due and payable, and such failure shall continue unremedied for a period of five (5) Business Days;

(c) any representation or warranty made or deemed made by or on behalf of the Borrower or any other Loan Party in or in connection with any Loan Document or any amendment or modification of any Loan Document or waiver under such Loan Document, or in any report, certificate, financial statement or other document furnished pursuant to or in connection with any Loan Document or any amendment or modification thereof or waiver thereunder, shall prove to have been incorrect in any material respect when made or deemed made;

(d) any Loan Party shall fail to observe or perform any covenant, condition or agreement contained in Section 8.03 (with respect to the existence of the Borrower), Section 8.14, [Section 8.18] or ARTICLE IX of this Agreement;

(e) any Loan Party shall fail to observe or perform any covenant, condition or agreement contained in this Agreement (other than those specified in Section 10.01(a), Section 10.01(b), Section 10.01(c) or Section 10.01(d)) or any other Loan Document, and such failure shall continue unremedied for a period of thirty (30) days after the earlier to occur of (i) notice thereof from the Administrative Agent to the Borrower (which notice will be given at the request of any Lender) or (ii) a Responsible Officer of the Borrower or such other Loan Party otherwise becoming aware of such default;

(f) any Loan Party shall fail to make any payment (whether of principal or interest and regardless of amount) in respect of any Material Indebtedness, when and as the same shall become due and payable;

(g) (i) any event or condition occurs that results in any Material Indebtedness becoming due prior to its scheduled maturity or (ii) any event or condition that enables or permits (after giving effect to all applicable notice and cure periods) the holder or holders of any Material Indebtedness or any trustee or agent on its or their behalf to cause any Material Indebtedness to become due, or to require the Redemption thereof or any offer to Redeem to be made in respect thereof, prior to its scheduled maturity or require the Borrower or any other Loan Party to make an offer in respect thereof; provided, that, any Event of Default pursuant to this clause (g)(ii) shall automatically be deemed waived hereunder (and shall cease to be an Event of Default hereunder) to the extent (x) the holder or holders of any such Material Indebtedness or any trustee or agent on its or their behalf waive their right, as a result of the occurrence of

such event or condition, to cause such Material Indebtedness to become due, or to require the Redemption thereof or any offer to Redeem to be made in respect thereof, prior to its scheduled maturity or require the Borrower or any other Loan Party to make an offer in respect thereof, as applicable or (y) such event or condition no longer enables or permits such holders or agents to exercise such rights described in clause (g)(ii) above;

(h) an involuntary proceeding shall be commenced or an involuntary petition shall be filed seeking (i) liquidation, reorganization or other relief in respect of the Borrower or any other Loan Party or its debts, or of a substantial part of its assets, under any Debtor Relief Law now or hereafter in effect or (ii) the appointment of a receiver, trustee, custodian, sequestrator, conservator or similar official for the Borrower or any other Loan Party or for a substantial part of its assets, and, in any such case, such proceeding or petition shall continue undismissed for sixty (60) days or an order or decree approving or ordering any of the foregoing shall be entered;

(i) any Loan Party shall (i) voluntarily commence any proceeding or file any petition seeking liquidation, reorganization or other relief under any Debtor Relief Law now or hereafter in effect, (ii) consent to the institution of, or fail to contest in a timely and appropriate manner, any proceeding or petition described in Section 10.01(h), (iii) apply for or consent to the appointment of a receiver, trustee, custodian, sequestrator, conservator or similar official for the Borrower or any other Loan Party or for a substantial part of its assets, (iv) file an answer admitting the material allegations of a petition filed against it in any such proceeding or (v) make a general assignment for the benefit of creditors;

(j) any Loan Party shall admit in writing its inability or fail generally to pay its debts as they become due;

(k) (i) one or more final, non-appealable judgments for the payment of money in an aggregate amount in excess of \$10,000,000 (to the extent not covered by independent third party insurance provided by insurers of the highest claims paying rating or financial strength as to which the insurer does not dispute coverage and is not subject to an insolvency proceeding) or (ii) any one or more final, non-appealable non-monetary judgments that have, or could reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect, shall be rendered against any Loan Party or any combination thereof and the same shall remain undischarged for a period of sixty (60) consecutive days during which execution shall not be effectively stayed, or any action shall be legally taken by a judgment creditor to attach or levy upon any assets of any Loan Party to enforce any such judgment;

(l) the Loan Documents after delivery thereof shall for any reason, except to the extent permitted by the terms thereof, cease to be in full force and effect and valid, binding and enforceable in accordance with their terms against any Loan Party thereto, or shall be repudiated by any of them, or cease to create a valid and perfected Lien of the priority required thereby on any material part of the Collateral purported to be covered thereby, except to the extent permitted by the terms of this Agreement, or the Borrower or any other Loan Party or any of their Affiliates shall so state in writing;

(m) a Change of Control shall occur; or

(n) (i) an ERISA Event shall have occurred that, in the opinion of the Required Lenders, when taken together with all other ERISA Events that have occurred, could reasonably be expected to result in liability of the Borrower and its Subsidiaries in an aggregate amount exceeding \$10,000,000 for all periods, or (ii) there shall exist an amount of Unfunded Pension Liabilities in respect of any one or more Pension Plans that could reasonably be expected to have a Material Adverse Effect.



Section 10.02. Remedies.

(a) In the case of an Event of Default other than one described in Section 10.01(h) or Section 10.01(i), at any time thereafter during the continuance of such Event of Default, the Administrative Agent may, and at the request of the Required Lenders, shall, by notice to the Borrower, take either or both of the following actions, at the same or different times: (i) terminate the Commitments, and thereupon the Commitments shall terminate immediately, (ii) declare the Loans then outstanding to be due and payable in whole (or in part, in which case any principal not so declared to be due and payable may thereafter be declared to be due and payable), and thereupon the principal of the Loans so declared to be due and payable, together with accrued interest thereon and all fees and other obligations of the Borrower and the Guarantors accrued hereunder and under the other Loan Documents, shall become due and payable immediately, without presentment, demand, protest, notice of intent to accelerate, notice of acceleration or other notice of any kind, all of which are hereby waived by the Borrower and each Guarantor and (iii) exercise on behalf of itself and the Lenders all rights and remedies available to it under the Loan Documents and applicable law and equity; and in case of an Event of Default described in Section 10.01(h) or Section 10.01(i), the Commitments shall automatically terminate and the principal of the Loans then outstanding, together with accrued interest thereon and all fees and the other obligations of the Borrower and the Guarantors accrued hereunder and under the other Loan Documents, shall automatically become due and payable, without presentment, demand, protest or other notice of any kind, all of which are hereby waived by the Borrower and each Guarantor.

(b) In addition to any other rights and remedies granted to the Administrative Agent and the Lenders in the Loan Documents, the Administrative Agent on behalf of the Lenders may exercise all rights and remedies of a secured party under the UCC or any other applicable law.

(c) All proceeds realized from the liquidation or other disposition of Collateral or otherwise received after maturity of the Loans, whether by acceleration or otherwise, shall be applied in the order set forth in Section 2.06(b).

## ARTICLE XI THE ADMINISTRATIVE AGENT

Section 11.01. Appointment and Authority.

(a) Each of the Lenders hereby irrevocably appoints Ares Capital Corporation to act on its behalf as the Administrative Agent hereunder and under the other Loan Documents and authorizes the Administrative Agent to take such actions on its behalf and to exercise such powers as are delegated to the Administrative Agent by the terms hereof or thereof, together with such actions and powers as are reasonably incidental thereto. The provisions of this ARTICLE XI are solely for the benefit of the Administrative Agent and the Lenders, and neither the Borrower nor any other Loan Party shall have rights as a third party beneficiary of any of such provisions. It is understood and agreed that the use of the term “agent” herein or in any other Loan Documents (or any other similar term) with reference to the Administrative Agent is not intended to connote any fiduciary or other implied (or express) obligations arising under agency doctrine of any applicable law. Instead such term is used as a matter of market custom, and is intended to create or reflect only an administrative relationship between contracting parties.

(b) The Administrative Agent shall also act as the “collateral agent” under the Loan Documents, and each of the Lenders hereby irrevocably appoints and authorizes the Administrative Agent to act as the agent of such Lender for purposes of acquiring, holding and enforcing any and all Liens on Collateral granted by the Borrower and the Guarantors to secure any of the Obligations, together with such

powers and discretion as are reasonably incidental thereto. In this connection, the Administrative Agent, as “collateral agent”, and any co-agents, sub-agents and attorneys-in-fact appointed by the Administrative Agent pursuant to Section 11.05 for purposes of holding or enforcing any Lien on the Collateral (or any portion thereof) granted under the Security Instruments, or for exercising any rights and remedies thereunder at the direction of the Administrative Agent, shall be entitled to the benefits of all provisions of this ARTICLE XI and ARTICLE XII (including Section 12.03(c)), as though such co-agents, sub-agents and attorneys-in-fact were the “collateral agent” under the Loan Documents.

Section 11.02. Rights as a Lender. The Person serving as the Administrative Agent hereunder shall have the same rights and powers in its capacity as a Lender as any other Lender and may exercise the same as though it were not the Administrative Agent and the term “Lender” or “Lenders” shall, unless otherwise expressly indicated or unless the context otherwise requires, include the Person serving as the Administrative Agent hereunder in its individual capacity. Such Person and its Affiliates may accept deposits from, lend money to, own securities of, act as the financial advisor or in any other advisory capacity for and generally engage in any kind of business with the Borrower or any Subsidiary or other Affiliate thereof as if such Person were not the Administrative Agent hereunder and without any duty to account therefor to the Lenders.

Section 11.03. Exculpatory Provisions. The Administrative Agent shall not have any duties or obligations except those expressly set forth herein and in the other Loan Documents, and its duties hereunder shall be administrative in nature. Without limiting the generality of the foregoing, the Administrative Agent:

(a) shall not be subject to any fiduciary or other implied duties, regardless of whether a Default has occurred and is continuing;

(b) shall not have any duty to take any discretionary action or exercise any discretionary powers, except discretionary rights and powers expressly contemplated hereby or by the other Loan Documents that the Administrative Agent is required to exercise as directed in writing by the Required Lenders (or such other number or percentage of the Lenders as shall be expressly provided for herein or in the other Loan Documents), *provided* that the Administrative Agent shall not be required to take any action that, in its opinion or the opinion of its counsel, may expose the Administrative Agent to liability or that is contrary to any Loan Document or applicable law, including for the avoidance of doubt any action that may be in violation of the automatic stay under any Debtor Relief Law;

(c) shall not, except as expressly set forth herein and in the other Loan Documents, have any duty to disclose, and shall not be liable for the failure to disclose, any information relating to the Borrower or any of its Affiliates that is communicated to or obtained by the Person serving as the Administrative Agent or any of its Affiliates in any capacity;

(d) shall not be liable for any action taken or not taken by it (i) with the consent or at the request of the Required Lenders (or such other number or percentage of the Lenders as shall be necessary, or as the Administrative Agent shall believe in good faith shall be necessary, under the circumstances as provided in Section 10.02 and Section 12.02) or (ii) in the absence of its own gross negligence or willful misconduct, as determined by a court of competent jurisdiction by a final and nonappealable judgment (the Administrative Agent shall be deemed not to have knowledge of any Default unless and until notice describing such Default is given to the Administrative Agent by the Borrower or a Lender; and

(e) shall not be responsible for or have any duty to ascertain or inquire into (i) any statement, warranty or representation made in or in connection with this Agreement or any other Loan Document, (ii) the contents of any certificate, report or other document delivered hereunder or thereunder or in connection herewith or therewith, (iii) the performance or observance of any of the covenants, agreements or other terms or conditions set forth herein or therein or the occurrence of any Default, (iv) the validity, enforceability, effectiveness or genuineness of this Agreement, any other Loan Document or any other agreement, instrument or document, or the creation, perfection or priority of any Lien purported to be created by the Security Instruments, (v) the value or the sufficiency of any Collateral, or (vi) the satisfaction of any condition set forth in ARTICLE VI or elsewhere herein or in any other Loan Document, other than to confirm receipt of items expressly required to be delivered to the Administrative Agent.

Section 11.04. Reliance by Administrative Agent. The Administrative Agent shall be entitled to rely upon, and shall not incur any liability for relying upon, any notice, request, certificate, consent, statement, instrument, document or other writing (including any electronic message, Internet or intranet website posting or other distribution) believed by it to be genuine and to have been signed, sent or otherwise authenticated by the proper Person. The Administrative Agent also may rely upon any statement made to it orally or by telephone and believed by it to have been made by the proper Person, and shall not incur any liability for relying thereon. In determining compliance with any condition hereunder to the making of a Loan, that by its terms must be fulfilled to the satisfaction of a Lender, the Administrative Agent may presume that such condition is satisfactory to such Lender unless the Administrative Agent shall have received notice to the contrary from such Lender prior to the making of such Loan. The Administrative Agent may consult with legal counsel (who may be counsel for the Borrower), independent accountants and other experts selected by it, and shall not be liable for any action taken or not taken by it in accordance with the advice of any such counsel, accountants or experts.

Section 11.05. Delegation of Duties. The Administrative Agent may perform any and all of its duties and exercise its rights and powers hereunder or under any other Loan Document by or through any one or more sub-agents appointed by the Administrative Agent. The Administrative Agent and any such sub-agent may perform any and all of its duties and exercise its rights and powers by or through their respective Related Parties. The exculpatory provisions of this Article shall apply to any such sub-agent and to the Related Parties of the Administrative Agent and any such sub-agent, and shall apply to their respective activities in connection with the syndication of the credit facilities provided for herein as well as activities as Administrative Agent. The Administrative Agent shall not be responsible for the negligence or misconduct of any sub-agents except to the extent that a court of competent jurisdiction determines in a final and nonappealable judgment that the Administrative Agent acted with gross negligence or willful misconduct in the selection of such sub-agents.

Section 11.06. Resignation of Administrative Agent.

(a) The Administrative Agent may at any time give notice of its resignation to the Lenders and the Borrower. Upon receipt of any such notice of resignation, the Required Lenders shall have the right, in consultation with the Borrower, to appoint a successor, which shall be a financial institution with an office in the United States, or an Affiliate of any such financial institution with an office in the United States. If no such successor shall have been so appointed by the Required Lenders and shall have accepted such appointment within thirty (30) days after the retiring Administrative Agent gives notice of its resignation (or such earlier day as shall be agreed by the Required Lenders) (the “**Resignation Effective Date**”), then the retiring Administrative Agent may (but shall not be obligated to) on behalf of the Lenders, appoint a successor Administrative Agent meeting the qualifications set forth above. Whether or not a successor has been appointed, such resignation shall become effective in accordance with such notice on the Resignation Effective Date.

(b) With effect from the Resignation Effective Date, (1) the retiring Administrative Agent shall be discharged from its duties and obligations hereunder and under the other Loan Documents (except that in the case of any Collateral held by the Administrative Agent on behalf of the Lenders under any of the Loan Documents, the retiring Administrative Agent shall continue to hold such Collateral until such time as a successor Administrative Agent is appointed) and (2) except for any indemnity payments or other amounts then owed to the retiring Administrative Agent, all payments, communications and determinations provided to be made by, to or through the Administrative Agent shall instead be made by or to each Lender directly, until such time, if any, as the Required Lenders appoint a successor Administrative Agent as provided for above. Upon the acceptance of a successor's appointment as Administrative Agent hereunder, such successor shall succeed to and become vested with all of the rights, powers, privileges and duties of the retiring Administrative Agent (other than as provided in Section 12.05 with respect to Section 5.02 and other than any rights to indemnity payments or other amounts owed to the retiring Administrative Agent as of the Resignation Effective Date), and the retiring Administrative Agent shall be discharged from all of its duties and obligations hereunder or under the other Loan Documents (if not already discharged therefrom as provided above in this Section 11.06). The fees payable by the Borrower to a successor Administrative Agent shall be the same as those payable to its predecessor unless otherwise agreed between the Borrower and such successor. After the retiring Administrative Agent's resignation hereunder and under the other Loan Documents, the provisions of this Article shall continue in effect for the benefit of such retiring Administrative Agent, its sub-agents and their respective Related Parties in respect of any actions taken or omitted to be taken by any of them while the retiring Administrative Agent was acting as Administrative Agent.

Section 11.07. Non-Reliance on Administrative Agent, Administrative Agent and Other Lenders. Each Lender acknowledges that it has, independently and without reliance upon the Administrative Agent or any other Lender, and based on such documents and information as it has deemed appropriate, made its own credit analysis and decision to enter into this Agreement. Each such Lender also acknowledges that it will, independently and without reliance upon the Administrative Agent or any other Lender, and based on such documents and information as it shall deem appropriate at the time, continue to make its own credit decisions in taking or not taking any action under this Agreement, any other Loan Document or any related agreement or any document furnished hereunder or thereunder. The Administrative Agent shall not be required to keep itself informed as to the performance or observance by the Borrower or any of the other Loan Parties of this Agreement, the Loan Documents or any other document referred to or provided for herein or to inspect the Properties or books of the Borrower or the other Loan Parties. Each party hereto will consult with its own legal counsel to the extent that it deems necessary in connection with the Loan Documents and the matters contemplated therein.

Section 11.08. Administrative Agent May File Proofs of Claim; Credit Bidding. In case of the pendency of any proceeding under any Debtor Relief Law or any other judicial proceeding relative to any Loan Party, the Administrative Agent (irrespective of whether the principal of any Loan shall then be due and payable as herein expressed or by declaration or otherwise and irrespective of whether the Administrative Agent shall have made any demand on the Borrower) shall be entitled and empowered, by intervention in such proceeding or otherwise:

(a) to file and prove a claim for the whole amount of the principal and interest owing and unpaid in respect of the Loans and all other Obligations that are owing and unpaid and to file such other documents as may be necessary or advisable in order to have the claims of the Lenders and the Administrative Agent (including any claim for the reasonable compensation, expenses, disbursements and advances of the Lenders and the Administrative Agent and their respective agents and counsel and all other amounts due the Lenders and the Administrative Agent under Section 12.03) allowed in such judicial proceeding; and

(b) to collect and receive any monies or other property payable or deliverable on any such claims and to distribute the same;

and any custodian, receiver, assignee, trustee, liquidator, sequestrator or other similar official in any such judicial proceeding is hereby authorized by each Lender to make such payments to the Administrative Agent and, if the Administrative Agent shall consent to the making of such payments directly to the Lenders, to pay to the Administrative Agent any amount due for the reasonable compensation, expenses, disbursements and advances of the Administrative Agent and its agents and counsel, and any other amounts due the Administrative Agent under Section 12.03.

Nothing contained herein shall be deemed to authorize the Administrative Agent to authorize or consent to or accept or adopt on behalf of any Lender any plan of reorganization, arrangement, adjustment or composition affecting the Obligations or the rights of any Lender to authorize the Administrative Agent to vote in respect of the claim of any Lender or in any such proceeding.

The Secured Parties hereby irrevocably authorize the Administrative Agent, at the direction of the Required Lenders, to credit bid all or any portion of the Obligations (including accepting some or all of the Collateral in satisfaction of some or all of the Obligations pursuant to a deed in lieu of foreclosure or otherwise) and in such manner purchase (either directly or through one or more acquisition vehicles) all or any portion of the Collateral (a) at any sale thereof conducted under the provisions of the Bankruptcy Code of the United States, including under Sections 363, 1123 or 1129 of the Bankruptcy Code of the United States, or any similar laws in any other jurisdictions to which a Loan Party is subject, (b) at any other sale or foreclosure or acceptance of collateral in lieu of debt conducted by (or with the consent or at the direction of) the Administrative Agent (whether by judicial action or otherwise) in accordance with any applicable law. In connection with any such credit bid and purchase, the Obligations owed to the Secured Parties shall be entitled to be, and shall be, credit bid on a ratable basis (with Obligations with respect to contingent or unliquidated claims receiving contingent interests in the acquired assets on a ratable basis that would vest upon the liquidation of such claims in an amount proportional to the liquidated portion of the contingent claim amount used in allocating the contingent interests) in the asset or assets so purchased (or in the Equity Interests or debt instruments of the acquisition vehicle or vehicles that are used to consummate such purchase). In connection with any such bid (i) the Administrative Agent shall be authorized to form one or more acquisition vehicles to make a bid, (ii) to adopt documents providing for the governance of the acquisition vehicle or vehicles (*provided* that any actions by the Administrative Agent with respect to such acquisition vehicle or vehicles, including any disposition of the assets or Equity Interests thereof shall be governed, directly or indirectly, by the vote of the Required Lenders, irrespective of the termination of this Agreement and without giving effect to the limitations on actions by the Required Lenders contained in Section 12.02(b)), (iii) the Administrative Agent shall be authorized to assign the relevant Obligations to any such acquisition vehicle pro rata by the Lenders, as a result of which each of the Lenders shall be deemed to have received a pro rata portion of any Equity Interests and/or debt instruments issued by such an acquisition vehicle on account of the assignment of the Obligations to be credit bid, all without the need for any Secured Party or acquisition vehicle to take any further action, and (iv) to the extent that Obligations that is assigned to an acquisition vehicle is not used to acquire Collateral for any reason (as a result of another bid being higher or better, because the amount of Obligations assigned to the acquisition vehicle exceeds the amount of debt credit bid by the acquisition vehicle or otherwise), such Obligations shall automatically be reassigned to the Lenders pro rata and the Equity Interests and/or debt instruments issued by any acquisition vehicle on account of the Obligations that had been assigned to the acquisition vehicle shall automatically be cancelled, without the need for any Secured Party or any acquisition vehicle to take any further action.

Section 11.09. Collateral and Guaranty Matters. Without limiting the provision of Section 11.10, the Lenders irrevocably authorize the Administrative Agent, at its option and in its discretion:

(a) to release any Lien on any Property granted to or held by the Administrative Agent under any Loan Document (i) upon termination of the Commitments and payment in full of all Obligations (including upon the Debt Conversion), (ii) that is sold or otherwise disposed of or to be sold or otherwise disposed of as part of or in connection with any sale or other disposition permitted hereunder or under any other Loan Document to a Person that is not the Borrower or a Guarantor, (iii) to the extent required by the terms of any Permitted ABL Facility, or (iv) if approved, authorized or ratified in writing in accordance with Section 12.02; and

(b) to subordinate any Lien on any property granted to or held by the Administrative Agent under any Loan Document to the holder of any Lien on such property that is permitted by Section 9.04(b) and Section 9.04(d).

Upon request by the Administrative Agent at any time, the Required Lenders will confirm in writing the Administrative Agent's authority to release or subordinate its interest in particular types or items of Property, or to release any Guarantor from its obligations under the Guaranty Agreement pursuant to this Section 11.09. In each case as specified in this Section 11.09, the Administrative Agent will, at the Borrower's expense, execute and deliver to the Borrower or any Guarantor, as applicable, such documents as such Person may reasonably request to evidence the release of such item of Property from the assignment and security interest granted under the Security Instruments or to subordinate its interest in such item, or to release such Guarantor from its obligations under the Guaranty Agreement, in each case in accordance with the terms of the Loan Documents and this Section 11.09.

The Administrative Agent shall not be responsible for or have a duty to ascertain or inquire into any representation or warranty regarding the existence, value or collectability of the Collateral, the existence, priority or perfection of the Administrative Agent's Lien thereon, or any certificate prepared by the Borrower or any Guarantor in connection therewith, nor shall the Administrative Agent be responsible or liable to the Lenders for any failure to monitor or maintain any portion of the Collateral.

Section 11.10. Action by Administrative Agent. The Administrative Agent shall have no duty to take any discretionary action or exercise any discretionary powers, except discretionary rights and powers expressly contemplated hereby or by the other Loan Documents that the Administrative Agent is required to exercise in writing as directed by the Required Lenders (or such other number or percentage of the Lenders as shall be necessary under the circumstances as provided in Section 12.02) and in all cases the Administrative Agent shall be fully justified in failing or refusing to take any discretionary action or exercise any discretionary power hereunder or under any other Loan Documents unless it shall (a) receive written instructions from the Required Lenders or the Lenders, as applicable, (or such other number or percentage of the Lenders as shall be necessary under the circumstances as provided in Section 12.02) specifying the action to be taken and (b) be indemnified to its satisfaction by the Lenders against any and all liability and expenses which may be incurred by it by reason of taking or continuing to take any such action. The instructions as aforesaid and any action taken or failure to act pursuant thereto by the Administrative Agent shall be binding on all of the Lenders. If a Default has occurred and is continuing, then the Administrative Agent shall take such action with respect to such Default as shall be directed by the Required Lenders, *provided* that, unless and until the Administrative Agent shall have received such directions, the Administrative Agent may (but shall not be obligated to) take such action, or refrain from taking such action, with respect to such Default as it shall deem advisable in the best interests of the Lenders. In no event, however, shall the Administrative Agent be required to take any action which exposes the Administrative Agent to personal liability or which is contrary to this Agreement, the Loan Documents or

applicable law. The Administrative Agent shall not be liable to any Lender for any action taken or not taken by it with the consent or at the request of the Required Lenders or the Lenders (or such other number or percentage of the Lenders as shall be necessary under the circumstances as provided in Section 12.02), and otherwise the Administrative Agent shall not be liable for any action taken or not taken by it hereunder or under any other Loan Document or under any other document or instrument referred to or provided for herein or therein or in connection herewith or therewith INCLUDING ITS OWN ORDINARY NEGLIGENCE, except for its own gross negligence or willful misconduct.

## ARTICLE XII MISCELLANEOUS

### Section 12.01. Notices.

(a) Except in the case of notices and other communications expressly permitted to be given by telephone (and subject to Section 12.01(b)), all notices and other communications provided for herein shall be in writing and shall be delivered by hand or overnight courier service, mailed by certified or registered mail or sent by facsimile, as follows:

(i) if to the Borrower, to it at 4413 Carey Street, Fort Worth, Texas 76119, Attention: Kristin Smith, E-mail: [ksmith@vprop.com](mailto:ksmith@vprop.com), with a copy to Haynes and Boone, LLP, 2323 Victory Avenue, Suite 700, Dallas, Texas, 75129, Attn: Sakina Foster, Facsimile No. (214) 200-0944, E-mail: [sakina.foster@haynesboone.com](mailto:sakina.foster@haynesboone.com);

(ii) if to the Administrative Agent, to it at 245 Park Avenue, 44th Floor, New York, New York 10167, Attn: General Counsel, Facsimile No. (212) 750-1777, E-mail: [arccgeneralcounsel@aresmgmt.com](mailto:arccgeneralcounsel@aresmgmt.com), with a copy to Sidley Austin LLP, 1000 Louisiana Street, Suite 5900, Houston, TX 77002, Attn: Herschel Hamner, Facsimile No. (713) 495-7799, E-mail: [hhamner@sidley.com](mailto:hhamner@sidley.com); and

(iii) if to any other Lender, to its at its address (or facsimile number) set forth on Annex I hereto.

(b) Notices and other communications to the Lenders hereunder may be delivered or furnished by electronic communications (including e-mail, FpML Messaging, and Internet or intranet websites pursuant to procedures approved by the Administrative Agent); *provided* that the foregoing shall not apply to notices pursuant to ARTICLE II, ARTICLE III, ARTICLE IV and ARTICLE V unless otherwise agreed by the Administrative Agent and the applicable Lender. The Administrative Agent or the Borrower may, in its discretion, agree to accept notices and other communications to it hereunder by electronic communications pursuant to procedures approved by it; *provided* that approval of such procedures may be limited to particular notices or communications.

(c) Any party hereto may change its address or facsimile number for notices and other communications hereunder by notice to the other parties hereto. All notices and other communications given to any party hereto in accordance with the provisions of this Agreement shall be deemed to have been given on the date of receipt.

### Section 12.02. Waivers; Amendments.

(a) No failure on the part of the Administrative Agent or any Lender to exercise and no delay in exercising, and no course of dealing with respect to, any right, power or privilege, or any

abandonment or discontinuance of steps to enforce such right, power or privilege, under any of the Loan Documents shall operate as a waiver thereof, nor shall any single or partial exercise of any right, power or privilege under any of the Loan Documents preclude any other or further exercise thereof or the exercise of any other right, power or privilege. The rights and remedies of the Administrative Agent and the Lenders hereunder and under the other Loan Documents are cumulative and are not exclusive of any rights or remedies that they would otherwise have. No waiver of any provision of this Agreement or any other Loan Document or consent to any departure by the Borrower therefrom shall in any event be effective unless the same shall be permitted by Section 12.02(b), and then such waiver or consent shall be effective only in the specific instance and for the purpose for which given. Without limiting the generality of the foregoing, the making of a Loan shall not be construed as a waiver of any Default, regardless of whether the Administrative Agent or any Lender may have had notice or knowledge of such Default at the time.

(b) Subject to Sections 2.07 and 5.05, neither this Agreement nor any provision hereof nor any other Loan Document nor any provision thereof may be waived, amended or modified except pursuant to an agreement or agreements in writing entered into by the Borrower and the Required Lenders or by the Borrower and the Administrative Agent with the consent of the Required Lenders; *provided* that no such agreement shall (i) increase the Commitment of any Lender without the written consent of such Lender, (ii) reduce the principal amount of any Loan or reduce the rate of interest thereon, or reduce any fees payable hereunder, or reduce any other Obligations hereunder or under any other Loan Document, without the written consent of each Lender directly affected thereby, (iii) postpone the scheduled date of payment or prepayment of the principal amount of any Loan, or any interest thereon, or any fees payable hereunder, or any other Obligations hereunder or under any other Loan Document, or reduce the amount of, waive or excuse any such payment, or postpone or extend the Maturity Date, without the written consent of each Lender directly affected thereby, (iv) change Section 2.06(a), Section 4.01(b) or Section 4.01(c) in a manner that would alter the pro rata sharing of payments required thereby, without the written consent of each Lender, (v) waive or amend Section 2.06(b), Article VI, Section 8.14 or Section 10.02(c) or change the definition of the terms “Domestic Subsidiary,” “Foreign Subsidiary,” or “Subsidiary,” without the written consent of each Lender, (vi) waive or amend Section 11.10 without the written consent of each Lender directly affected thereby, (vii) release any Guarantor (except as set forth in the Guaranty Agreement and except in connection with a disposition permitted hereunder) or release all or substantially all of the Collateral, without the written consent of each Lender, or (viii) change any of the provisions of this Section 12.02(b) or any other provision hereof specifying the number or percentage of Lenders required to waive, amend or modify any rights hereunder or under any other Loan Documents or make any determination or grant any consent hereunder or any other Loan Documents, without the written consent of each Lender; *provided further* that no such agreement shall amend, modify or otherwise affect the rights or duties of the Administrative Agent or any other agent hereunder or under any other Loan Document without the prior written consent of the Administrative Agent or such other agent, as the case may be. Notwithstanding the foregoing, any supplement to Schedule 7.14 (Loan Parties and Subsidiaries) shall be effective simply by delivering to the Administrative Agent a supplemental schedule clearly marked as such and, upon receipt, the Administrative Agent will promptly deliver a copy thereof to the Lenders. Notwithstanding the foregoing, no consent with respect to any amendment, waiver or other modification of this Agreement shall be required of any Defaulting Lender, except with respect to any amendment, waiver or other modification referred to in clause (i), (ii) or (iii) of the first proviso of this paragraph and then only in the event such Defaulting Lender shall be directly affected by such amendment, waiver or other modification.

(c) The Borrower will not, and will not permit Parent or any of the Borrower’s Subsidiaries to, directly or indirectly, pay or cause to be paid any consideration to or for the benefit of any Lender for or as an inducement to any consent, waiver or amendment of any of the terms or provisions of any Loan Document unless such consideration is offered to be paid and is paid to all Lenders that consent, waive or agree to amend in the time frame set forth in the solicitation documents relating to such consent,



waiver or agreement (it being understood that this provision shall not apply to (i) arrangement fees or other consideration payable to any financial institution acting as an arranger (or similar role) for any such consent, waiver or amendment or (ii) any consideration payable to the Administrative Agent in its capacity as such).

Section 12.03. Expenses, Indemnity; Damage Waiver.

(a) The Borrower shall pay (i) all reasonable and documented out-of-pocket expenses incurred by the Administrative Agent and its Affiliates, including, without limitation, the reasonable and documented fees, charges and disbursements of counsel and other outside consultants for the Administrative Agent, the reasonable and documented travel, photocopy, mailing, courier, telephone and other similar expenses, including all Syndtrak (or similar service) expenses, and the reasonable and documented cost of environmental assessments and audits and surveys and appraisals, in connection with the syndication of the credit facilities provided for herein, the preparation, negotiation, execution, delivery and administration (both before and after the execution hereof and including advice of counsel to the Administrative Agent as to the rights and duties of the Administrative Agent and the Lenders with respect thereto) of this Agreement, the Permitted ABL Intercreditor Agreements and the other Loan Documents and any amendments, modifications or waivers of or consents related to the provisions hereof or thereof (whether or not the transactions contemplated hereby or thereby shall be consummated), (ii) all reasonable and documented costs, expenses, Taxes, assessments and other charges incurred by the Administrative Agent or any Lender in connection with any filing, registration, recording or perfection of any security interest contemplated by this Agreement or any Security Instrument or any other document referred to therein and (iii) if a Default has occurred, all documented out-of-pocket expenses incurred by the Administrative Agent or any Lender, including the fees, charges and disbursements of any counsel for the Administrative Agent or any Lender, in connection with the enforcement or protection of its rights in connection with this Agreement or any other Loan Document, including its rights under this Section 12.03, or in connection with the Loans made, including, without limitation, all such out-of-pocket expenses incurred during any workout, restructuring or negotiations in respect of such Loans; *provided* that all Lenders shall be represented by the same legal counsel (which may be a law firm engaged by the Lenders or attorneys employed by a Lender or a combination of the foregoing) selected by the Lenders; *provided*, that if such legal counsel determines in good faith that representing all such Lenders would or could result in a conflict of interest under Laws or ethical principles applicable to such legal counsel or that a defense or counterclaim is available to a Lender that is not available to all such Lenders, then to the extent reasonably necessary to avoid such a conflict of interest or to permit unqualified assertion of such a defense or counterclaim, each affected Lender shall be entitled to separate representation by legal counsel selected by that Lender and reasonably acceptable to Borrower; and *provided* further that the Administrative Agent shall at all times be entitled to representation by separate legal counsel (which may be a law firm or attorneys employed by the Administrative Agent or a combination of the foregoing).

(b) THE BORROWER SHALL INDEMNIFY THE ADMINISTRATIVE AGENT AND EACH LENDER, AND EACH RELATED PARTY OF ANY OF THE FOREGOING PERSONS (EACH SUCH PERSON BEING CALLED AN "INDEMNITEE") AGAINST, AND DEFEND AND HOLD EACH INDEMNITEE HARMLESS FROM, ANY AND ALL LOSSES, CLAIMS, DAMAGES, PENALTIES, LIABILITIES AND RELATED EXPENSES, INCLUDING THE REASONABLE FEES, CHARGES AND DISBURSEMENTS OF ANY COUNSEL FOR ANY INDEMNITEE, INCURRED BY OR ASSERTED AGAINST ANY INDEMNITEE ARISING OUT OF, IN CONNECTION WITH, OR AS A RESULT OF (i) THE EXECUTION OR DELIVERY OF THIS AGREEMENT OR ANY OTHER LOAN DOCUMENT OR ANY AGREEMENT OR INSTRUMENT CONTEMPLATED HEREBY OR THEREBY, THE PERFORMANCE BY THE PARTIES HERETO OR THE PARTIES TO ANY OTHER LOAN DOCUMENT OF THEIR RESPECTIVE OBLIGATIONS HEREUNDER OR THEREUNDER OR THE CONSUMMATION OF THE TRANSACTIONS CONTEMPLATED HEREBY OR BY ANY

OTHER LOAN DOCUMENT (*PROVIDED* THAT THE INDEMNIFICATION IN THIS CLAUSE (i) SHALL NOT EXTEND TO DISPUTES SOLELY BETWEEN OR AMONG THE ADMINISTRATIVE AGENT, THE LENDERS OR THEIR RESPECTIVE AFFILIATES), (ii) THE FAILURE OF THE BORROWER OR ANY OTHER LOAN PARTY TO COMPLY WITH THE TERMS OF ANY LOAN DOCUMENT, INCLUDING THIS AGREEMENT, OR WITH ANY GOVERNMENTAL REQUIREMENT, (iii) ANY INACCURACY OF ANY REPRESENTATION OR ANY BREACH OF ANY WARRANTY OR COVENANT OF THE BORROWER OR ANY GUARANTOR SET FORTH IN ANY OF THE LOAN DOCUMENTS OR ANY INSTRUMENTS, DOCUMENTS OR CERTIFICATIONS DELIVERED IN CONNECTION THEREWITH, (iv) ANY LOAN OR THE USE OF THE PROCEEDS THEREFROM, (v) ANY OTHER ASPECT OF THE LOAN DOCUMENTS, (vi) THE OPERATIONS OF THE BUSINESS OF THE BORROWER AND THE OTHER LOAN PARTIES BY THE BORROWER AND THE OTHER LOAN PARTIES, (vii) ANY ASSERTION THAT THE LENDERS WERE NOT ENTITLED TO RECEIVE THE PROCEEDS RECEIVED PURSUANT TO THE SECURITY INSTRUMENTS, (viii) ANY ENVIRONMENTAL LAW APPLICABLE TO THE BORROWER OR ANY OTHER LOAN PARTY REGARDING ANY OF THEIR PROPERTIES OR OPERATIONS, INCLUDING, THE PRESENCE, GENERATION, STORAGE, RELEASE, THREATENED RELEASE, USE, TRANSPORT, DISPOSAL, ARRANGEMENT FOR DISPOSAL OR TREATMENT OF HAZARDOUS MATERIALS ON OR AT ANY OF THEIR PROPERTIES OR AT ANY OTHER PROPERTY TO WHICH HAZARDOUS MATERIALS GENERATED BY THE BORROWER, ANY OTHER LOAN PARTY OR THEIR OPERATIONS WERE OR ARE SENT FOR DISPOSAL, (ix) THE BREACH OR NON-COMPLIANCE BY THE BORROWER OR ANY OTHER LOAN PARTY WITH ANY ENVIRONMENTAL LAW APPLICABLE TO THE BORROWER OR ANY OTHER LOAN PARTY, (x) THE PAST OWNERSHIP BY THE BORROWER OR ANY OTHER LOAN PARTY OF ANY OF THEIR PROPERTIES OR PAST ACTIVITY ON ANY OF THEIR PROPERTIES WHICH, THOUGH LAWFUL AND FULLY PERMISSIBLE AT THE TIME, COULD RESULT IN PRESENT LIABILITY, (xi) THE PRESENCE, USE, RELEASE, STORAGE, TREATMENT, DISPOSAL, GENERATION, THREATENED RELEASE, TRANSPORT, ARRANGEMENT FOR TRANSPORT OR ARRANGEMENT FOR DISPOSAL OF HAZARDOUS MATERIALS ON OR AT ANY OF THE PROPERTIES OWNED OR OPERATED BY THE BORROWER OR ANY OTHER LOAN PARTY, OR ANY ACTUAL OR ALLEGED PRESENCE OR RELEASE OF HAZARDOUS MATERIALS ON OR FROM ANY PROPERTY OWNED OR OPERATED BY THE BORROWER OR ANY OF THE OTHER LOAN PARTIES OR AT ANY OTHER PROPERTY TO WHICH HAZARDOUS MATERIALS GENERATED BY THE BORROWER, ANY OTHER LOAN PARTY OR THEIR OPERATIONS WERE OR ARE SENT FOR DISPOSAL, (xii) ANY ENVIRONMENTAL LIABILITY RELATED IN ANY WAY TO THE BORROWER OR ANY OF THE OTHER LOAN PARTIES, OR (xiii) ANY OTHER ENVIRONMENTAL, HEALTH OR SAFETY CONDITION IN CONNECTION WITH THE LOAN DOCUMENTS, OR (xiv) ANY ACTUAL OR PROSPECTIVE CLAIM, LITIGATION, INVESTIGATION OR PROCEEDING RELATING TO ANY OF THE FOREGOING, WHETHER BASED ON CONTRACT, TORT OR ANY OTHER THEORY AND REGARDLESS OF WHETHER ANY INDEMNITEE IS A PARTY THERETO, AND SUCH INDEMNITY SHALL EXTEND TO EACH INDEMNITEE NOTWITHSTANDING THE SOLE OR CONCURRENT NEGLIGENCE OF EVERY KIND OR CHARACTER WHATSOEVER, WHETHER ACTIVE OR PASSIVE, WHETHER AN AFFIRMATIVE ACT OR AN OMISSION INCLUDING, WITHOUT LIMITATION, ALL TYPES OF NEGLIGENT CONDUCT IDENTIFIED IN THE RESTATEMENT (SECOND) OF TORTS OF ONE OR MORE OF THE INDEMNITEES OR BY REASON OF STRICT LIABILITY IMPOSED WITHOUT FAULT ON ANY ONE OR MORE OF THE INDEMNITEES; *PROVIDED* THAT SUCH INDEMNITY SHALL NOT, AS TO ANY INDEMNITEE, BE AVAILABLE TO THE EXTENT THAT SUCH LOSSES, CLAIMS, DAMAGES, LIABILITIES OR RELATED EXPENSES (A) ARE DETERMINED BY A COURT OF COMPETENT JURISDICTION BY FINAL AND NONAPPEALABLE JUDGMENT TO HAVE RESULTED FROM THE GROSS NEGLIGENCE

OR WILLFUL MISCONDUCT OF SUCH INDEMNITEE OR (B) ARE IN RESPECT OF ANY PROPERTY FOR ANY OCCURRENCE ARISING FROM THE ACTS OR OMISSIONS OF THE ADMINISTRATIVE AGENT OR ANY LENDER DURING THE PERIOD AFTER WHICH SUCH PERSON, ITS SUCCESSORS OR ASSIGNS HAVE OBTAINED TITLE AND POSSESSION OF SUCH PROPERTY BY FORECLOSURE OR DEED IN LIEU OF FORECLOSURE; BUT EXCLUDING ANY OCCURRENCE REGARDING ANY VIOLATION OF ENVIRONMENTAL LAW FIRST OCCURRING BEFORE SUCH PERIOD AND ANY HAZARDOUS MATERIAL OR ENVIRONMENTAL CONDITION FIRST PRESENT ON THE PROPERTY BEFORE SUCH PERIOD.

(c) To the extent that the Borrower fails to pay any amount required to be paid by it to the Administrative Agent under Section 12.03(a) or (b), each Lender severally agrees to pay to the Administrative Agent such Lender's ratable share, based on the aggregate undrawn Commitments and the principal amount of Loans then outstanding (determined as of the time that the applicable unreimbursed expense or indemnity payment is sought) of such unpaid amount; *provided* that the unreimbursed expense or indemnified loss, claim, damage, liability or related expense, as the case may be, was incurred by or asserted against the Administrative Agent in its capacity as such.

(d) To the extent permitted by applicable law, the Borrower shall not assert, and hereby waives, any claim against any Indemnitee, on any theory of liability, for special, indirect, consequential or punitive damages (as opposed to direct or actual damages) arising out of, in connection with, or as a result of, this Agreement, any other Loan Document or any agreement or instrument contemplated hereby or thereby, the Transactions, any Loan or the use of the proceeds thereof.

(e) All amounts due under this Section 12.03 shall be payable not later than 10 Business Days after written demand therefor accompanied by appropriate documentation thereof.

#### Section 12.04. Successors and Assigns.

(a) The provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns permitted hereby, except that (i) the Borrower may not assign or otherwise transfer any of its rights or obligations hereunder without the prior written consent of each Lender (and any attempted assignment or transfer by the Borrower without such consent shall be null and void) and (ii) no Lender may assign or otherwise transfer its rights or obligations hereunder except in accordance with this Section 12.04. Nothing in this Agreement, expressed or implied, shall be construed to confer upon any Person (other than the parties hereto, their respective successors and assigns permitted hereby, Participants (to the extent provided in Section 12.04(c)) and, to the extent expressly contemplated hereby, the Related Parties of each of the Administrative Agent and the Lenders and their respective successors and assigns permitted hereby) any legal or equitable right, remedy or claim under or by reason of this Agreement.

(b) Subject to the conditions set forth in Section 12.04(b)(i), any Lender may assign to one or more Persons all or a portion of its interests, rights and obligations under this Agreement (including all or a portion of its Commitment and the Loans at the time owing to it), with notice to the Borrower and the Administrative Agent (failure to provide or delay in providing such notice shall not invalidate such assignment).

(i) Assignments shall be subject to the following additional conditions:

(A) the Borrower shall have consented to such assignment, such consent not to be unreasonably withheld, conditioned or delayed; *provided* that no such

consent of the Borrower shall be required (1) if an Event of Default has occurred and is continuing, (2) such assignment is to an Eligible Assignee; *provided further* that the Borrower shall be deemed to have consented to any such assignment unless it shall object thereto by written notice to the Administrative Agent within five (5) Business Days after having received notice thereof, or (3) in the circumstances described in the Fee Letter;

(B) the Administrative Agent shall have consented to such assignment, such consent not to be unreasonably withheld, conditioned or delayed; *provided* that no such consent of the Administrative Agent shall be required if such assignment is to an Eligible Assignee;

(C) except in the case of (1) an assignment to an assignee that is a Lender immediately prior to giving effect to such assignment or an Affiliate of a Lender or (2) an assignment of the entire remaining amount of the assigning Lender's Commitment or Loans, the amount of the Commitment or Loans of the assigning Lender subject to each such assignment (determined as of the date the Assignment and Assumption with respect to such assignment is delivered to the Administrative Agent) shall not be less than \$5,000,000 unless each of the Borrower and the Administrative Agent otherwise consent, *provided* that no such consent of the Borrower shall be required if the assignee is an Eligible Assignee or if an Event of Default has occurred and is continuing;

(D) each partial assignment shall be made as an assignment of a proportionate part of all the assigning Lender's rights and obligations under this Agreement;

(E) the parties to each assignment shall execute and deliver to the Administrative Agent an Assignment and Assumption, together with a processing and recordation fee of \$3,500;

(F) the assignee, if it shall not already be a Lender, shall deliver to the Administrative Agent an Administrative Questionnaire; and

(G) in no event may any Lender assign all or a portion of its rights and obligations under this Agreement to the Borrower, any Affiliate of the Borrower (other than, for the avoidance of doubt, ARCC, Angelo Gordon and MSD) or a natural person.

(ii) Subject to Section 12.04(b)(iii) and the acceptance and recording thereof, from and after the effective date specified in each Assignment and Assumption the assignee thereunder shall be a party hereto and, to the extent of the interest assigned by such Assignment and Assumption, have the rights and obligations of a Lender under this Agreement, and the assigning Lender thereunder shall, to the extent of the interest assigned by such Assignment and Assumption, be released from its obligations under this Agreement (and, in the case of an Assignment and Assumption covering all of the assigning Lender's rights and obligations under this Agreement, such Lender shall cease to be a party hereto but shall continue to be entitled to the benefits of Section 5.01, Section 5.02 and Section 12.03). Any assignment or transfer by a Lender of rights or obligations under this Agreement that does not comply with this Section 12.04 shall be treated for purposes of this Agreement as a sale by such Lender of a participation in such rights and obligations in accordance with Section 12.04(c).

(iii) The Administrative Agent, acting solely for this purpose as an agent of the Borrower, shall maintain at one of its offices a copy of each Assignment and Assumption delivered to it and a register for the recordation of the names and addresses of the Lenders, and the Commitment of, and principal amount of the Loans owing to, each Lender pursuant to the terms hereof from time to time (the “**Register**”). The entries in the Register shall be conclusive absent manifest error, and the Borrower, the Administrative Agent and the Lenders may treat each Person whose name is recorded in the Register pursuant to the terms hereof as a Lender hereunder for all purposes of this Agreement, notwithstanding notice to the contrary. The Register shall be available for inspection by the Borrower and any Lender, at any reasonable time and from time to time upon reasonable prior notice. In connection with any changes to the Register, if necessary, the Administrative Agent will reflect the revisions on Annex I and forward a copy of such revised Annex I to the Borrower and each Lender. For the avoidance of doubt, the foregoing provisions are intended to comply with the registration requirements in United States Treasury Regulations Section 5f.103-1(c), or any successor provisions thereof, so that any payments made on a Loan or Note are considered to be paid on a debt instrument issued in “registered form” pursuant to such regulations, and all parties hereto shall construe the provisions of this Credit Agreement to ensure that the Loans or Notes will be considered to have been so issued.

(iv) Upon its receipt of a duly completed Assignment and Assumption executed by an assigning Lender and an assignee, the assignee’s completed Administrative Questionnaire and applicable tax forms (unless the assignee shall already be a Lender hereunder), the processing and recordation fee referred to in Section 12.04(b) and any written consent to such assignment required by Section 12.04(b), the Administrative Agent shall accept such Assignment and Assumption and record the information contained therein in the Register. No assignment shall be effective for purposes of this Agreement unless it has been recorded in the Register as provided in this Section 12.04(b).

(c) (i) Any Lender may, without the consent of the Borrower, sell participations to one or more banks or other Person (other than the Borrower, any Affiliate of the Borrower or a natural person) (a “**Participant**”) in all or a portion of such Lender’s rights and obligations under this Agreement (including all or a portion of its Commitment and the Loans owing to it); *provided* that (A) such Lender’s obligations under this Agreement shall remain unchanged, (B) such Lender shall remain solely responsible to the other parties hereto for the performance of such obligations, (C) the Borrower, the Administrative Agent and the other Lenders shall continue to deal solely and directly with such Lender in connection with such Lender’s rights and obligations under this Agreement, and (D) if the Participant or, if the Participant is a partnership, one or more direct or indirect partners of such Participant are claiming the portfolio interest exemption, such Participant may provide a U.S. Tax Compliance Certificate substantially in the form of Exhibit F-2 or Exhibit F-3, as applicable. Any agreement or instrument pursuant to which a Lender sells such a participation shall provide that such Lender shall retain the sole right to enforce this Agreement and to approve any amendment, modification or waiver of any provision of this Agreement; *provided* that such agreement or instrument may provide that such Lender will not, without the consent of the Participant, agree to any amendment, modification or waiver described in the proviso to Section 12.02 that affects such Participant. In addition, such agreement must provide that the Participant be bound by the provisions of Section 12.03. Subject to Section 12.04(c)(ii), the Borrower agrees that each Participant shall be entitled to the benefits of Section 5.01, and Section 5.02 (in each case, without duplication of any benefits afforded the Lender granting such participation) to the same extent as if it were a Lender and had acquired its interest by assignment pursuant to Section 12.04(b). Each Lender that sells a participation shall, acting solely for this purpose as an agent of the Borrower, maintain a register on which it enters the name and address of each Participant and the principal amounts (and stated interest) of each Participant’s interest in the Loans or other obligations under the Loan Documents (the “**Participant Register**”); *provided* that no Lender shall

have any obligation to disclose all or any portion of the Participant Register (including the identity of any Participant or any information relating to a Participant's interest in any commitments, loans, letters of credit or its other obligations under any Loan Document) to any Person except to the extent that such disclosure is necessary to establish that such commitment, loan, letter of credit or other obligation is in registered form under Section 5f.103-1(c) of the United States Treasury Regulations. The entries in the Participant Register shall be conclusive absent manifest error, and such Lender shall treat each Person whose name is recorded in the Participant Register as the owner of such participation for all purposes of this Agreement notwithstanding any notice to the contrary. For the avoidance of doubt, the Administrative Agent (in its capacity as Administrative Agent) shall have no responsibility for maintaining a Participant Register. For the avoidance of doubt, the foregoing provisions are intended to comply with the registration requirements in United States Treasury Regulations Section 5f.103-1(c), or any successor provisions thereof, so that any payments made on a Participant's interest are considered to be paid on a debt instrument issued in "registered form" pursuant to such regulations, and all parties hereto shall construe (and shall cause any participants to construe) the provisions of this Credit Agreement to ensure that any participant's interest will be considered to have been so issued.

(ii) A Participant shall not be entitled to receive any greater payment under Section 5.01 or Section 5.02 than the applicable Lender would have been entitled to receive with respect to the participation sold to such Participant, unless the sale of the participation to such Participant is made with the Borrower's prior written consent. A Participant that would be a Foreign Lender if it were a Lender shall not be entitled to the benefits of Section 5.02 unless the Borrower is notified of the participation sold to such Participant and such Participant agrees, for the benefit of the Borrower, to comply with Section 5.02(f) as though it were a Lender.

(d) Any Lender may at any time pledge or assign a security interest in all or any portion of its rights under this Agreement to secure obligations of such Lender, including, without limitation, any pledge or assignment to secure obligations to a Federal Reserve Bank or other central bank, and this Section 12.04 shall not apply to any such pledge or assignment of a security interest; *provided* that no such pledge or assignment of a security interest shall release a Lender from any of its obligations hereunder or substitute any such pledgee or assignee for such Lender as a party hereto.

(e) Notwithstanding any other provisions of this Section 12.04, no transfer or assignment of the interests or obligations of any Lender or any grant of participations therein shall be permitted if such transfer, assignment or grant would require the Borrower and the Guarantors to file a registration statement with the SEC or to qualify the Loans under the "Blue Sky" laws of any state.

#### Section 12.05. Survival; Revival; Reinstatement.

(a) All covenants, agreements, representations and warranties made by the Borrower herein and in the certificates or other instruments delivered in connection with or pursuant to this Agreement or any other Loan Document shall be considered to have been relied upon by the other parties hereto and shall survive the execution and delivery of this Agreement and the making of any Loans, regardless of any investigation made by any such other party or on its behalf and notwithstanding that the Administrative Agent or any Lender may have had notice or knowledge of any Default or incorrect representation or warranty at the time any credit is extended hereunder, and shall continue in full force and effect as long as the principal of or any accrued interest on any Loan or any fee or any other amount payable under this Agreement is outstanding and unpaid and so long as the Commitments have not expired or terminated. The provisions of Section 5.01 (subject to Section 5.01(d)), Section 5.02 (subject to the proviso in the last sentence of Section 5.02(c)) and Section 12.03 (for a period of two years after the Maturity Date) and ARTICLE XI shall survive and remain in full force and effect regardless of the consummation of the

transactions contemplated hereby, the repayment of the Loans, the expiration or termination of the Commitments or the termination of this Agreement, any other Loan Document or any provision hereof or thereof; *provided* that any time limitation on the survival of any provision hereunder shall be tolled for any claims filed prior to the expiration of such time limitation until two months after final, non-appealable adjudication of any such claim.

(b) To the extent that any payments on the Obligations or proceeds of any Collateral are subsequently invalidated, declared to be fraudulent or preferential, set aside or required to be repaid to a trustee, debtor in possession, receiver or other Person under any bankruptcy law, common law or equitable cause, then to such extent, the Obligations so satisfied shall be revived and continue as if such payment or proceeds had not been received and the Administrative Agent's and the Lenders' Liens, security interests, rights, powers and remedies under this Agreement and each Loan Document shall continue in full force and effect. In such event, each Loan Document shall be automatically reinstated and the Borrower shall take such action as may be reasonably requested by the Administrative Agent and the Lenders to effect such reinstatement.

Section 12.06. Counterparts; Integration; Effectiveness.

(a) This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract.

(b) This Agreement, the other Loan Documents and any separate letter agreements with respect to fees payable to the Administrative Agent constitute the entire contract among the parties relating to the subject matter hereof and thereof and supersede any and all previous agreements and understandings, oral or written, relating to the subject matter hereof and thereof.

(c) **THIS AGREEMENT AND THE OTHER LOAN DOCUMENTS REPRESENT THE FINAL AGREEMENT AMONG THE PARTIES HERETO AND THERETO AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS OR SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES. THERE ARE NO UNWRITTEN ORAL AGREEMENTS BETWEEN THE PARTIES.**

(d) Except as provided in Section 6.01, this Agreement shall become effective when it shall have been executed by the Administrative Agent and when the Administrative Agent shall have received counterparts hereof which, when taken together, bear the signatures of each of the other parties hereto, and thereafter shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. Delivery of an executed counterpart of a signature page of this Agreement by facsimile or other electronic transmission (e.g. .pdf) shall be effective as delivery of a manually executed counterpart of this Agreement.

Section 12.07. Severability. Any provision of this Agreement or any other Loan Document held to be invalid, illegal or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such invalidity, illegality or unenforceability without affecting the validity, legality and enforceability of the remaining provisions hereof or thereof; and the invalidity of a particular provision in a particular jurisdiction shall not invalidate such provision in any other jurisdiction.

Section 12.08. Right of Setoff. If an Event of Default shall have occurred and be continuing, each Lender and each of its Affiliates is hereby authorized at any time and from time to time, to the fullest extent permitted by law, to set off and apply any and all deposits (general or special, time or demand, provisional

or final) at any time held and other obligations (of whatsoever kind) at any time owing by such Lender or Affiliate to or for the credit or the account of the Borrower or any other Loan Party against any of and all the obligations of the Borrower or any other Loan Party owed to such Lender now or hereafter existing under this Agreement or any other Loan Document, irrespective of whether or not such Lender shall have made any demand under this Agreement or any other Loan Document and although such obligations may be unmatured. The rights of each Lender under this Section 12.08 are in addition to other rights and remedies (including other rights of setoff) which such Lender or its Affiliates may have.

Section 12.09. GOVERNING LAW; JURISDICTION; CONSENT TO SERVICE OF PROCESS.

(a) THIS AGREEMENT AND THE OTHER LOAN DOCUMENTS SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

(b) ANY LEGAL ACTION OR PROCEEDING WITH RESPECT TO THE LOAN DOCUMENTS SHALL BE BROUGHT IN THE COURTS OF THE STATE OF NEW YORK OR OF THE UNITED STATES OF AMERICA FOR THE SOUTHERN DISTRICT OF NEW YORK, IN EITHER CASE LOCATED IN NEW YORK COUNTY, NEW YORK, AND, BY EXECUTION AND DELIVERY OF THIS AGREEMENT, EACH PARTY HEREBY ACCEPTS FOR ITSELF AND (TO THE EXTENT PERMITTED BY LAW) IN RESPECT OF ITS PROPERTY, GENERALLY AND UNCONDITIONALLY, THE JURISDICTION OF THE AFORESAID COURTS. EACH PARTY HEREBY IRREVOCABLY WAIVES ANY OBJECTION, INCLUDING, WITHOUT LIMITATION, ANY OBJECTION TO THE LAYING OF VENUE OR BASED ON THE GROUNDS OF FORUM NON CONVENIENS, WHICH IT MAY NOW OR HEREAFTER HAVE TO THE BRINGING OF ANY SUCH ACTION OR PROCEEDING IN SUCH RESPECTIVE JURISDICTIONS. THIS SUBMISSION TO JURISDICTION IS NON-EXCLUSIVE AND DOES NOT PRECLUDE A PARTY FROM OBTAINING JURISDICTION OVER ANOTHER PARTY IN ANY COURT OTHERWISE HAVING JURISDICTION.

(c) EACH PARTY IRREVOCABLY CONSENTS TO THE SERVICE OF PROCESS OF ANY OF THE AFOREMENTIONED COURTS IN ANY SUCH ACTION OR PROCEEDING BY THE MAILING OF COPIES THEREOF BY REGISTERED OR CERTIFIED MAIL, POSTAGE PREPAID, TO IT AT THE ADDRESS SPECIFIED IN SECTION 12.01 OR SUCH OTHER ADDRESS AS IS SPECIFIED PURSUANT TO SECTION 12.01 (OR ITS ASSIGNMENT AND ASSUMPTION), SUCH SERVICE TO BECOME EFFECTIVE THIRTY (30) DAYS AFTER SUCH MAILING. NOTHING HEREIN SHALL AFFECT THE RIGHT OF A PARTY OR ANY HOLDER OF A LOAN TO SERVE PROCESS IN ANY OTHER MANNER PERMITTED BY LAW OR TO COMMENCE LEGAL PROCEEDINGS OR OTHERWISE PROCEED AGAINST ANOTHER PARTY IN ANY OTHER JURISDICTION.

(d) EACH PARTY HEREBY (i) IRREVOCABLY AND UNCONDITIONALLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY LAW, TRIAL BY JURY IN ANY LEGAL ACTION OR PROCEEDING RELATING TO THIS AGREEMENT OR ANY OTHER LOAN DOCUMENT AND FOR ANY COUNTERCLAIM THEREIN; (ii) IRREVOCABLY WAIVES, TO THE MAXIMUM EXTENT NOT PROHIBITED BY LAW, ANY RIGHT IT MAY HAVE TO CLAIM OR RECOVER IN ANY SUCH LITIGATION ANY SPECIAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES, OR DAMAGES OTHER THAN, OR IN ADDITION TO, ACTUAL DAMAGES; (iii) CERTIFIES THAT NO PARTY HERETO NOR ANY REPRESENTATIVE OR AGENT OR COUNSEL FOR ANY PARTY HERETO HAS REPRESENTED, EXPRESSLY OR



OTHERWISE, OR IMPLIED THAT SUCH PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVERS, AND (iv) ACKNOWLEDGES THAT IT HAS BEEN INDUCED TO ENTER INTO THIS AGREEMENT, THE LOAN DOCUMENTS AND THE TRANSACTIONS CONTEMPLATED HEREBY AND THEREBY BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS CONTAINED IN THIS SECTION 12.09.

Section 12.10. Headings. Article and Section headings and the Table of Contents used herein are for convenience of reference only, are not part of this Agreement and shall not affect the construction of, or be taken into consideration in interpreting, this Agreement.

Section 12.11. Confidentiality. Each of the Administrative Agent and the Lenders agrees to maintain the confidentiality of the Information (as defined below), except that Information may be disclosed (a) to its and its Affiliates' directors, officers, partners, funding sources, administrators, employees and agents, including accountants, legal counsel and other advisors and sub-advisors (it being understood that the Persons to whom such disclosure is made will be informed of the confidential nature of such Information and instructed to keep such Information confidential), (b) to the extent requested by any regulatory authority, (c) to the extent required by applicable laws or regulations or by any subpoena or similar legal process; *provided that*, subject to the Borrower's obligation to reimburse expenses under Section 12.03, it shall use commercially reasonable efforts to seek to obtain confidential treatment of such Information; *provided further*, that it shall not be liable for failure to obtain such confidential treatment, (d) to any other party to this Agreement or any other Loan Document, (e) in connection with the exercise of any remedies hereunder or under any other Loan Document or any suit, action or proceeding relating to this Agreement or any other Loan Document or the enforcement of rights hereunder or thereunder, (f) subject to an agreement containing provisions substantially the same as those of this Section 12.11, to (i) any assignee of or Participant or investor in, or any prospective assignee of or Participant or investor in, any of its rights or obligations under this Agreement or (ii) any actual or prospective counterparty (or its advisors) to any Swap Agreement relating to the Borrower and its obligations, (g) with the consent of the Borrower or (h) to the extent such Information (i) becomes publicly available other than as a result of a breach of this Section 12.11 or (ii) becomes available to the Administrative Agent or any Lender on a nonconfidential basis from a source other than the Borrower. For the purposes of this Section 12.11, "Information" means all information received from the Borrower or any other Loan Party relating to the Borrower or any other Loan Party and their businesses, other than any such information that is available to the Administrative Agent or any Lender on a nonconfidential basis prior to disclosure by the Borrower or any other Loan Party; *provided that*, in the case of information received from the Borrower or any other Loan Party after the date hereof, such information is clearly identified at the time of delivery as confidential. Any Person required to maintain the confidentiality of Information as provided in this Section 12.11 shall be considered to have complied with its obligation to do so if such Person has exercised the same degree of care to maintain the confidentiality of such Information as such Person would accord to its own confidential information. Notwithstanding anything herein to the contrary, "Information" shall not include, and the Borrower, the other Loan Parties, the Administrative Agent, each Lender and the respective Affiliates of each of the foregoing (and the respective partners, directors, officers, employees, agents, advisors and other representatives of the aforementioned Persons), and any other party, may disclose to any and all Persons, without limitation of any kind (a) any information with respect to the United States federal and state income tax treatment of the transactions contemplated hereby and any facts that may be relevant to understanding the United States federal or state income tax treatment of such transactions ("tax structure"), which facts shall not include for this purpose the names of the parties or any other person named herein, or information that would permit identification of the parties or such other persons, or any pricing terms or other nonpublic business or financial information that is unrelated to such tax treatment or tax structure, and (b) all materials of any kind (including opinions or other tax analyses) that are provided to the Borrower, the Administrative Agent or such Lender relating to such tax treatment or tax structure.

Section 12.12. Interest Rate Limitation. It is the intention of the parties hereto that each Lender shall conform strictly to usury laws applicable to it. Accordingly, if the transactions contemplated hereby would be usurious as to any Lender under laws applicable to it (including the laws of the United States of America, the State of Texas or any other jurisdiction whose laws may be mandatorily applicable to such Lender notwithstanding the other provisions of this Agreement), then, in that event, notwithstanding anything to the contrary in any of the Loan Documents or any agreement entered into in connection with or as security for the Loans, it is agreed as follows: (i) the aggregate of all consideration which constitutes interest under law applicable to any Lender that is contracted for, taken, reserved, charged or received by such Lender under any of the Loan Documents or agreements or otherwise in connection with the Loans shall under no circumstances exceed the maximum amount allowed by such applicable law, and any excess shall be canceled automatically and if theretofore paid shall be credited by such Lender on the principal amount of the Obligations (or, to the extent that the principal amount of the Obligations shall have been or would thereby be paid in full, refunded by such Lender to the Borrower); and (ii) in the event that the maturity of the Loans is accelerated by reason of an election of the holder thereof resulting from any Event of Default under this Agreement or otherwise, or in the event of any required or permitted prepayment, then such consideration that constitutes interest under law applicable to any Lender may never include more than the maximum amount allowed by such applicable law, and excess interest, if any, provided for in this Agreement or otherwise shall be canceled automatically by such Lender as of the date of such acceleration or prepayment and, if theretofore paid, shall be credited by such Lender on the principal amount of the Obligations (or, to the extent that the principal amount of the Obligations shall have been or would thereby be paid in full, refunded by such Lender to the Borrower). All sums paid or agreed to be paid to any Lender for the use, forbearance or detention of sums due hereunder shall, to the extent permitted by law applicable to such Lender, be amortized, prorated, allocated and spread throughout the stated term of the Loans until payment in full so that the rate or amount of interest on account of any Loans hereunder does not exceed the maximum amount allowed by such applicable law. If at any time and from time to time (A) the amount of interest payable to any Lender on any date shall be computed at the Highest Lawful Rate applicable to such Lender pursuant to this Section 12.12 and (B) in respect of any subsequent interest computation period the amount of interest otherwise payable to such Lender would be less than the amount of interest payable to such Lender computed at the Highest Lawful Rate applicable to such Lender, then the amount of interest payable to such Lender in respect of such subsequent interest computation period shall continue to be computed at the Highest Lawful Rate applicable to such Lender until the total amount of interest payable to such Lender shall equal the total amount of interest which would have been payable to such Lender if the total amount of interest had been computed without giving effect to this Section 12.12. To the extent that Chapter 303 of the Texas Finance Code is relevant for the purpose of determining the Highest Lawful Rate applicable to a Lender, such Lender elects to determine the applicable rate ceiling under such Chapter by the weekly ceiling from time to time in effect. Chapter 346 of the Texas Finance Code does not apply to the Borrower's obligations hereunder.

Section 12.13. EXCULPATION PROVISIONS. EACH OF THE PARTIES HERETO SPECIFICALLY AGREES THAT IT HAS A DUTY TO READ THIS AGREEMENT AND THE OTHER LOAN DOCUMENTS AND AGREES THAT IT IS CHARGED WITH NOTICE AND KNOWLEDGE OF THE TERMS OF THIS AGREEMENT AND THE OTHER LOAN DOCUMENTS; THAT IT HAS IN FACT READ THIS AGREEMENT AND IS FULLY INFORMED AND HAS FULL NOTICE AND KNOWLEDGE OF THE TERMS, CONDITIONS AND EFFECTS OF THIS AGREEMENT; THAT IT HAS BEEN REPRESENTED BY INDEPENDENT LEGAL COUNSEL OF ITS CHOICE THROUGHOUT THE NEGOTIATIONS PRECEDING ITS EXECUTION OF THIS AGREEMENT AND THE OTHER LOAN DOCUMENTS; AND HAS RECEIVED THE ADVICE OF ITS ATTORNEY IN ENTERING INTO THIS AGREEMENT AND THE OTHER LOAN DOCUMENTS; AND THAT IT RECOGNIZES THAT CERTAIN OF THE TERMS OF THIS AGREEMENT AND THE OTHER LOAN DOCUMENTS RESULT IN ONE PARTY ASSUMING THE LIABILITY INHERENT IN SOME

ASPECTS OF THE TRANSACTION AND RELIEVING THE OTHER PARTY OF ITS RESPONSIBILITY FOR SUCH LIABILITY. EACH PARTY HERETO AGREES AND COVENANTS THAT IT WILL NOT CONTEST THE VALIDITY OR ENFORCEABILITY OF ANY EXCULPATORY PROVISION OF THIS AGREEMENT AND THE OTHER LOAN DOCUMENTS ON THE BASIS THAT THE PARTY HAD NO NOTICE OR KNOWLEDGE OF SUCH PROVISION OR THAT THE PROVISION IS NOT "CONSPICUOUS."

Section 12.14. No Third Party Beneficiaries. This Agreement, the other Loan Documents, and the agreement of the Lenders to make Loans are solely for the benefit of the Borrower, and no other Person (including, without limitation, any other Loan Party, any obligor, contractor, subcontractor, supplier or materialsman) shall have any rights, claims, remedies or privileges hereunder or under any other Loan Document against the Administrative Agent or any Lender for any reason whatsoever. Except as specified in Section 11.10 and Section 12.03, there are no third party beneficiaries.

Section 12.15. USA Patriot Act Notice. Each Lender hereby notifies the Borrower that pursuant to the requirements of the USA Patriot Act (Title III of Pub. L. 107-56 (signed into law October 26, 2001)) (the "Act"), it is required to obtain, verify and record information that identifies the Borrower, which information includes the name and address of the Borrower and other information that will allow such Lender to identify the Borrower in accordance with the Act.

Section 12.16. No Advisory or Fiduciary Responsibility. In connection with all aspects of each transaction contemplated hereby (including in connection with any amendment, waiver or other modification hereof or of any other Loan Document), the Borrower acknowledges and agrees, and acknowledges its Subsidiaries' understanding, that: (a)(i) no fiduciary, advisory or agency relationship between the Borrower and its Subsidiaries and the Administrative Agent or any Lender is intended to be or has been created in respect of the transactions contemplated hereby or by the other Loan Documents, irrespective of whether the Administrative Agent or any Lender has advised or is advising the Borrower or any Subsidiary on other matters; (ii) the arranging and other services regarding this Agreement provided by the Administrative Agent and the Lenders are arm's-length commercial transactions between the Borrower and its Subsidiaries, on the one hand, and the Administrative Agent and the Lenders, on the other hand; (iii) the Borrower has consulted its own legal, accounting, regulatory and tax advisors to the extent that it has deemed appropriate; and (iv) the Borrower is capable of evaluating, and understands and accepts, the terms, risks and conditions of the transactions contemplated hereby and by the other Loan Documents; and (b)(i) the Administrative Agent and the Lenders each is and has been acting solely as a principal and, except as expressly agreed in writing by the relevant parties, has not been, is not, and will not be acting as an advisor, agent or fiduciary for the Borrower or any of its Subsidiaries, or any other Person; (ii) none of the Administrative Agent nor the Lenders has any obligation to the Borrower or any of its Subsidiaries with respect to the transactions contemplated hereby except those obligations expressly set forth herein and in the other Loan Documents; and (iii) the Administrative Agent and the Lenders and their respective Affiliates may be engaged, for their own accounts or the accounts of customers, in a broad range of transactions that involve interests that differ from those of the Borrower and its Subsidiaries, and none of the Administrative Agent nor the Lenders has any obligation to disclose any of such interests to the Borrower or its Subsidiaries. To the fullest extent permitted by law, the Borrower hereby waives and releases any claims that it may have against the Administrative Agent and the Lenders with respect to any breach or alleged breach of agency or fiduciary duty in connection with any aspect of any transaction contemplated hereby.

Section 12.17. Electronic Execution of Assignments and Certain Other Documents. The words "execution," "execute," "signed," "signature," and words of like import in or related to any document to be signed in connection with this Agreement and the transactions contemplated hereby (including without

limitation Assignment and Assumptions, Borrowing Request Notices, amendments, waivers and consents) shall be deemed to include electronic signatures, the electronic matching of assignment terms and contract formations on electronic platforms approved by the Administrative Agent, or the keeping of records in electronic form, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature or the use of a paper-based recordkeeping system, as the case may be, to the extent and as provided for in any applicable law, including the Federal Electronic Signatures in Global and National Commerce Act, the New York State Electronic Signatures and Records Act, or any other similar state laws based on the Uniform Electronic Transactions Act; *provided* that notwithstanding anything contained herein to the contrary the Administrative Agent is under no obligation to agree to accept electronic signatures in any form or in any format unless expressly agreed to by the Administrative Agent pursuant to procedures approved by it.

Section 12.18. [Reserved].

Section 12.19. Cashless Settlement.

(a) Notwithstanding anything to the contrary contained in this Agreement, any Lender may exchange, continue, or rollover all or a portion of its Loans or Commitments in connection with any refinancing, extension, loan modification, or similar transaction permitted by this Agreement pursuant to a cashless settlement mechanism approved by the Borrower, Administrative Agent, and such Lender.

Section 12.20. Acknowledgement and Consent to Bail-In of Affected Financial Institutions. Notwithstanding anything to the contrary in any Loan Document or in any other agreement, arrangement or understanding among any such parties, each party hereto acknowledges that any liability of any Affected Financial Institution arising under any Loan Document, to the extent such liability is unsecured, may be subject to the write-down and conversion powers of the applicable Resolution Authority and agrees and consents to, and acknowledges and agrees to be bound by:

(a) the application of any Write-Down and Conversion Powers by the applicable Resolution Authority to any such liabilities arising hereunder that may be payable to it by any party hereto that is an Affected Financial Institution; and

(b) the effects of any Bail-in Action on any such liability, including, if applicable:

(i) a reduction in full or in part or cancellation of any such liability;

(ii) a conversion of all, or a portion of, such liability into shares or other instruments of ownership in such Affected Financial Institution, its parent undertaking, or a bridge institution that may be issued to it or otherwise conferred on it, and that such shares or other instruments of ownership will be accepted by it in lieu of any rights with respect to any such liability under this Agreement or any other Loan Document; or

(iii) the variation of the terms of such liability in connection with the exercise of the write-down and conversion powers of any the applicable Resolution Authority.

Section 12.21. Acknowledgement Regarding Any Supported QFCs. To the extent that the Loan Documents provide support, through a guarantee or otherwise, for Swap Agreements or any other agreement or instrument that is a QFC (such support, “**QFC Credit Support**” and each such QFC a “**Supported QFC**”), the parties acknowledge and agree as follows with respect to the resolution power of the Federal Deposit Insurance Corporation under the Federal Deposit Insurance Act and Title II of the

Dodd-Frank Wall Street Reform and Consumer Protection Act (together with the regulations promulgated thereunder, the “**U.S. Special Resolution Regimes**”) in respect of such Supported QFC and QFC Credit Support (with the provisions below applicable notwithstanding that the Loan Documents and any Supported QFC may in fact be stated to be governed by the laws of the State of New York and/or of the United States or any other state of the United States):

In the event a Covered Entity that is party to a Supported QFC (each, a “**Covered Party**”) becomes subject to a proceeding under a U.S. Special Resolution Regime, the transfer of such Supported QFC and the benefit of such QFC Credit Support (and any interest and obligation in or under such Supported QFC and such QFC Credit Support, and any rights in property securing such Supported QFC or such QFC Credit Support) from such Covered Party will be effective to the same extent as the transfer would be effective under the U.S. Special Resolution Regime if the Supported QFC and such QFC Credit Support (and any such interest, obligation and rights in property) were governed by the laws of the United States or a state of the United States. In the event a Covered Party or a BHC Act Affiliate of a Covered Party becomes subject to a proceeding under a U.S. Special Resolution Regime, Default Rights under the Loan Documents that might otherwise apply to such Supported QFC or any QFC Credit Support that may be exercised against such Covered Party are permitted to be exercised to no greater extent than such Default Rights could be exercised under the U.S. Special Resolution Regime if the Supported QFC and the Loan Documents were governed by the laws of the United States or a state of the United States.

[SIGNATURES BEGIN NEXT PAGE]

The parties hereto have caused this Agreement to be duly executed as of the day and year first above written.

BORROWER:

VPROP OPERATING, LLC

By: V SandCo, LLC, its sole member

By: \_\_\_\_\_  
Name:  
Title:

PARENT:

V SANDCO, LLC

By: \_\_\_\_\_  
Name:  
Title:

ADMINISTRATIVE AGENT:

ARES CAPITAL CORPORATION, as Administrative  
Agent and Lender

By: \_\_\_\_\_  
Name:  
Title:

Signature Page to Credit Agreement

LENDERS:

ARES CAPITAL CORPORATION, as a Lender

By: \_\_\_\_\_

Name:

Title:

Signature Page to Credit Agreement



LENDERS:

ARES CAPITAL CP FUNDING LLC, as a Lender

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

AC AMERICAN FIXED INCOME IV, L.P., as a  
Lender

By: Ares Capital Management LLC, its investment  
manager

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

FEDERAL INSURANCE COMPANY, as a Lender

By: Ares Capital Management LLC, its investment  
manager

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

LENDERS:

ARES CENTRE STREET PARTNERSHIP, L.P., as a  
Lender

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

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

SC ACM PRIVATE DEBT FUND L.P., as a Lender

By: Ares Capital Management LLC, its investment  
advisor

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

GREAT AMERICAN LIFE INSURANCE COMPANY,  
as a Lender

By: Ares Capital Management LLC, its investment  
manager

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

LENDERS:

SA REAL ASSETS 20 LIMITED

By: Ares Management LLC, its investment manager

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

PREMIA LV1 LTD., as a Lender

By: Ares Management LLC, its investment manager

By: Ares Capital Management LLC, as subadvisor

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

LENDERS:

MSD CREDIT OPPORTUNITY FUND, L.P.

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

SOF INVESTMENTS II, L.P.

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

LENDERS:

AG ENERGY FUNDING, LLC  
In respect of Series 17 as a Lender

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Annex I-1

**Exhibit 14**

## Schedule of Assumed Contracts and Leases

#	Counterparty Name	Counterparty Address	Debtor Counterparty	Contract or Lease Description (Contracts and Leases Include Any and All Amendments If Not Separately Listed)	Effective Date	Contract Status
1	Apache Corp.	PO BOX 27709 Houston, TX 77227-7709	Lonestar Prospects, Ltd.	Sand Purchase Agreement	2/1/2017	N/A
2	Apache Corp.	PO BOX 27709 Houston, TX 77227-7709	Lonestar Prospects, Ltd.	Sand Purchase Agreement	11/15/2017	N/A
3	Apache Corp.	PO BOX 27709 Houston, TX 77227-7709	Lonestar Prospects, Ltd.	Sand Purchase Agreement	2/25/2019	N/A
4	AT&T Corp.	208 S. Akard St. Ste 110 Dallas, TX 75202	Maalt Specialized Bulk, LLC	Service Agreement	5/9/2018	N/A
5	Birch Operations, Inc.	2918 N. County Road 1140 Midland, TX 79705	Lonestar Prospects, Ltd.	Service Agreement	7/1/2019	N/A
6	Castlerock Operating, LLC	111 Tower Drive San Antonio, TX 78232	Lonestar Prospects, Ltd.	Master Service Agreement	9/1/2019	N/A
7	Caterpillar Financial Services Corp.	2120 West End Ave Nashville, TN 37203	Lonestar Prospects, Ltd.	Freightliner M916A3; VIN - 1FULATCG08PZ72813; Contract # - 001-0027398-004; Agreement # - N/A	6/8/2018	N/A
8	Caterpillar Financial Services Corp.	2120 West End Ave Nashville, TN 37203	Lonestar Prospects, Ltd.	Caterpillar D6T Tractor; VIN - HTZ00706; Contract # - 001-0872445-000; Agreement # - 3157164	7/31/2017	N/A
9	Caterpillar Financial Services Corp.	2120 West End Ave Nashville, TN 37203	Lonestar Prospects, Ltd.	TL1255D Caterpillar Telehandler; VIN - ML701441; Contract # - 001-0943873-000; Agreement # - 3560414	10/30/2018	N/A
10	Caterpillar Financial Services Corp.	2120 West End Ave Nashville, TN 37203	Lonestar Prospects, Ltd.	980M Caterpillar Wheel Loader; VIN - XDJ01007; Contract # - 001-1026735-000; Agreement # - 3808532	3/1/2020	N/A
11	Caterpillar Financial Services Corp.	2120 West End Ave Nashville, TN 37203	Lonestar Prospects, Ltd.	Caterpillar 745-04 Articulated Truck; VIN - 3T602054; Contract # - 001-0998248-000; Agreement # - 3740867	10/26/2019	N/A
12	Caterpillar Financial Services Corp.	2120 West End Ave Nashville, TN 37203	Lonestar Prospects, Ltd.	Caterpillar 745-04 Articulated Truck; VIN - 3T602055; Contract # - 001-0998248-001; Agreement # - 3740867	10/26/2019	N/A
13	Caterpillar Financial Services Corp.	2120 West End Ave Nashville, TN 37203	Lonestar Prospects, Ltd.	Caterpillar 745-04 Articulated Truck; VIN - 3T602062; Contract # - 001-0998248-002; Agreement # - 3740867	10/26/2019	N/A
14	Caterpillar Financial Services Corp.	2120 West End Ave Nashville, TN 37203	Lonestar Prospects, Ltd.	Caterpillar 986k Wheel Loader; VIN - SWH00315; Contract # - 001-1030734-000; Agreement # - 3830403	2/20/2020	N/A
15	Caterpillar Financial Services Corp.	2120 West End Ave Nashville, TN 37203	Lonestar Prospects, Ltd.	Caterpillar 980M Wheel Loader; VIN - XDJ01156; Contract # - 001-1030766-000; Agreement # - 3832876	2/28/2020	N/A
16	Caterpillar Financial Services Corp.	2120 West End Ave Nashville, TN 37203	Lonestar Prospects, Ltd.	Caterpillar 980M Wheel Loader; VIN - HPD00832; Contract # - 001-0977626-000; Agreement # - 3832876	10/31/2016	N/A
17	Cudd Pumping Serices, Inc.	5610 Old Bullard Rd Tyler, TX 75703	Lonestar Prospects, Ltd.	Master Purchase Agreement	7/17/2018	N/A
18	DDC Ranch Consulting, LLC	101 S Betty Ave Monahans, TX 79756	Lonestar Prospects, Ltd.	Lease Agreement	5/1/2017	Contract in the process of being amended/replaced
19	El Paso Natural Gas Company, LLC	1001 Louisiana Street Houston, TX 77002	Lonestar Prospects, Ltd.	Interconnect Agreement	6/12/2017	N/A
20	El Paso Natural Gas Company, LLC	1001 Louisiana Street Houston, TX 77002	Lonestar Prospects, Ltd.	Transportation Agreement	11/16/2017	N/A
21	EOG Resources, Inc.	421 West 3rd Street Fort Worth, TX 76102	Lonestar Prospects, Ltd.	Sand Supply Agreement	1/1/2017	N/A
22	EOG Resources, Inc.	421 West 3rd Street Fort Worth, TX 76102	Lonestar Prospects, Ltd.	Sand Supply Agreement	1/1/2018	N/A
23	EOG Resources, Inc.	421 West 3rd Street Fort Worth, TX 76102	Lonestar Prospects, Ltd.	Purchase Agreement	6/24/2013	N/A
24	EOG Resources, Inc.	421 West 3rd Street Suite 150 Fort Worth, TX 76102	Lonestar Prospects, Ltd.	Purchase Agreement	2/13/2017	N/A
25	Fort Worth & Western Railroad Co.	6300 Ridgelea Place Fort Worth, TX 76116	Lonestar Prospects, Ltd.	Demurrage Agreement	9/1/2012	N/A
26	Fort Worth & Western Railroad Co.	6300 Ridgelea Place Fort Worth, TX 76116	Lonestar Prospects, Ltd.	Demurrage Agreement	2/1/2017	N/A



## Schedule of Assumed Contracts and Leases

#	Counterparty Name	Counterparty Address	Debtor Counterparty	Contract or Lease Description (Contracts and Leases Include Any and All Amendments If Not Separately Listed)	Effective Date	Contract Status
27	GBH Properties LLC	3821 Collinwood Fort Worth, TX 76107	Maalt Specialized Bulk, LLC	Commercial Lease Agreement Fort Worth Corporate Office	5/1/2016	Contract in the process of being amended/replaced
28	GHMR Operations, LLC	1311 Ranchers Legacy Trail Fort Worth, TX 76126	Lonestar Prospects, Ltd.	Lease Agreement – Tolar Appx. 869 acres Hood County, Texas	12/1/2014	Contract in the process of being amended/replaced
29	GHMR Operations, LLC	1311 Ranchers Legacy Trail Fort Worth, TX 76126	Lonestar Prospects, Ltd.	First Amendment to Lease Agreement - Tolar	3/1/2017	Contract in the process of being amended/replaced
30	GHMR II, LLC	1311 Ranchers Legacy Trail Fort Worth, TX 76126	Maalt, LP	Lease Agreement - Apartments 1405 S. Gail Monahans, Texas	4/1/2019	Contract in the process of being amended/replaced
31	Hogg Ranch, LLC	101 S Betty Ave Monahans, TX 79756	Lonestar Prospects, Ltd.	Lease Agreement	4/28/2017	Contract in the process of being amended/replaced
32	Hogg Ranch, LLC	101 S Betty Ave Monahans, TX 79756	Lonestar Prospects, Ltd.	Lease Agreement	4/28/2017	Contract in the process of being amended/replaced
33	Hogg Ranch, LLC	101 S Betty Ave Monahans, TX 79756	Lonestar Prospects, Ltd.	Lease Agreement	1/31/2018	Contract in the process of being amended/replaced
34	John Goodlett	129 Trinity Bluffs Road Aledo, TX 76008	Lonestar Prospects, Ltd.	Royalty Agreement	3/16/2015	Contract in the process of being amended/replaced
35	Keane Frac, LP	11200 Westheimer Rd #777 Houston, TX 77042	Lonestar Prospects, Ltd.	Sand Purchase Agreement	8/1/2016	N/A
36	Keane Frac, LP	11200 Westheimer Rd #777 Houston, TX 77042	Lonestar Prospects, Ltd.	Sand Purchase Agreement	5/1/2018	N/A
37	Keane Frac, LP	11200 Westheimer Rd #777 Houston, TX 77042	Lonestar Prospects, Ltd.	Sand Purchase Agreement	9/17/2018	N/A
38	Keane Frac, LP	11200 Westheimer Rd #777 Houston, TX 77042	Lonestar Prospects, Ltd.	Sand Purchase Agreement	1/31/2019	N/A
39	Kestra Advisory Services, LLC	3221 Collinsworth Street Fort Worth, TX 76107	Maalt, LP; Vista Proppants and Logi	Insurance Agreement	10/1/2018	N/A
40	Lonestar Prop 50, LLC	1500 N.W. Loop 567 Granbury, TX 76048	Lonestar Prospects, Ltd.	Lease / Mining Agreement	8/27/2015	Contract in the process of being amended/replaced
41	Lonestar Prop 50, LLC	1500 N.W. Loop 567 Granbury, TX 76048	Lonestar Prospects, Ltd.	Lease / Mining Agreement	10/18/2016	Contract in the process of being amended/replaced
42	Lonestar Prop 50, LLC	1500 N.W. Loop 567 Granbury, TX 76048	Lonestar Prospects, Ltd.	Lease / Mining Agreement	3/1/2019	Contract in the process of being amended/replaced
43	Lonestar Prop 50, LLC	1500 N.W. Loop 567 Granbury, TX 76048	Lonestar Prospects, Ltd.	Lease / Mining Agreement	3/1/2019	Contract in the process of being amended/replaced
44	Marabou Energy Management, LLC	450 Gears Road Suite 850 Houston, TX 77067	Lonestar Prospects, Ltd.	Natural Gas Purchase & Sale Agreement	5/1/2017	N/A
45	Marabou Energy Management, LLC	450 Gears Road Suite 850 Houston, TX 77067	Lonestar Prospects, Ltd.	Agency Agreement	6/1/2017	N/A
46	Marabou Superior Pipeline, LLC	450 Gears Road Ste 850 Houston, TX 77067	Lonestar Prospects, Ltd.	Construction Agreement	6/9/2014	N/A
47	Marabou Superior Pipeline, LLC	450 Gears Road Ste 850 Houston, TX 77067	Lonestar Prospects, Ltd.	Construction Agreement	3/31/2017	N/A
48	Marathon Oil EF LLC	PO Box 22165 Tulsa, OK 74121-2165	Lonestar Prospects, Ltd.	Master Service Agreement	1/1/2020	N/A
49	Marathon Oil EF LLC	PO Box 22165 Tulsa, OK 74121-2165	Lonestar Prospects, Ltd.	Master Service Agreement	4/1/2020	N/A
50	Pattison Sand Company, LLC	701 First Street Clayton, IA 52049	Maalt, LP	Transload Agreement	7/12/2017	Agreement to be assumed in order to be assigned to GHMR
51	Priority Power Management, LLC	5012 Portico Way Midland, TX 79707	Lonestar Prospects, Ltd.	Service Agreement	8/1/2017	N/A
52	ProFrac Services, LLC	333 Shops Boulevard Willow Park, TX 76087	Lonestar Prospects, Ltd.	Master Purchase Agreement	11/27/2017	N/A
53	ProFrac Services, LLC	333 Shops Boulevard Willow Park, TX 76087	Lonestar Prospects, Ltd.	Master Purchase Agreement	6/10/2018	N/A
54	ProFrac Services, LLC	333 Shops Boulevard Willow Park, TX 76087	Lonestar Prospects, Ltd.	Master Purchase Agreement	6/10/2018	N/A
55	Pursuit Oil & Gas, LLC	840 Gessner Rd Houston, TX 77024	Lonestar Prospects, Ltd.	Master Service Agreement	8/14/2019	N/A
56	Sand Hill Land and Cattle, LLC	610 Fall Creek Hwy Granbury, TX 76049	Lonestar Prospects, Ltd.	Lease Agreement	4/14/2011	Contract in the process of being amended/replaced
57	Sand Hill Land and Cattle, LLC	610 Fall Creek Hwy Granbury, TX 76049	Lonestar Prospects, Ltd.	Lease Agreement	4/1/2012	Contract in the process of being amended/replaced
58	Sand Hill Land and Cattle, LLC	610 Fall Creek Hwy Granbury, TX 76049	Lonestar Prospects, Ltd.	Lease Agreement	1/1/2014	Contract in the process of being amended/replaced
59	Sand Hill Land and Cattle, LLC	610 Fall Creek Hwy Granbury, TX 76049	Lonestar Prospects, Ltd.	Lease Agreement	9/18/2014	Contract in the process of being amended/replaced
60	Sand Hill Land and Cattle, LLC	610 Fall Creek Hwy Granbury, TX 76049	Lonestar Prospects, Ltd.	Lease Agreement	11/4/2015	Contract in the process of being amended/replaced
61	Sand Hill Land and Cattle, LLC	610 Fall Creek Hwy Granbury, TX 76049	Lonestar Prospects, Ltd.	Lease Agreement	2/1/2019	Contract in the process of being amended/replaced
62	Sand Hill Land and Cattle, LLC	610 Fall Creek Hwy Granbury, TX 76049	Lonestar Prospects, Ltd.	Lease Agreement	3/1/2020	Contract in the process of being amended/replaced

## Schedule of Assumed Contracts and Leases

#	Counterparty Name	Counterparty Address	Debtor Counterparty	Contract or Lease Description (Contracts and Leases Include Any and All Amendments If Not Separately Listed)	Effective Date	Contract Status
63	Solaris Oilfield Site Service Operating, LLC	PO Box 208274 Dallas, TX 75320-8274	Lonestar Prospects, Ltd.	Storage Services Agreement	10/9/2019	N/A
64	Solaris Oilfield Technologies, LLC	9811 Katy Frwy Suite 900 Houston, TX 77024	Lonestar Prospects, Ltd.	Software Services Agreement	2/6/2018	N/A
65	TEP Barnett USA, LLC	301 Commerce St Fort Worth, TX 76102	Lonestar Prospects, Ltd.	Master Service Agreement	8/28/2019	N/A
66	Texas Pacifico Transportation, Ltd.	106 South Chadbourne St. San Angelo, TX 76903	Lonestar Prospects, Ltd.	Transportation Services Agreement	2/1/2017	N/A
67	Texas, Gonzales & Northern Railway Co.	5430 Lbj Fwy Ste 1020 Dallas, TX 75240	Maalt, LP	Unloading Track License Agreement	8/25/2017	N/A
68	TXU Energy	1717 Main Street 2000 Dallas, TX 75201	Lonestar Prospects, Ltd.	Natural Gas Purchase & Sale Agreement	8/31/2018	N/A
69	Union Pacific Railroad Company	8130 South Central Expressway Dallas, TX 75241	Lonestar Prospects, Ltd.	Amended Quote	1/1/2020	N/A
70	United Electric Cooperative Services	1200 Glen Rose Highway Stephenville, TX 76401	Lonestar Prospects, Ltd.	Cresson Electric Service Agreement	4/8/2011	N/A
71	United Electric Cooperative Services	1200 Glen Rose Highway Stephenville, TX 76401	Lonestar Prospects, Ltd.	Tolar Electric Service Agreement	8/10/2017	N/A
72	Venado Oil & Gas LLC	13301 Galleria Circle Austin, TX 78738	Lonestar Prospects, Ltd.	Master Service Agreement	8/24/2019	N/A
73	Worsham-Steed Gas Storage, LLC	1201 Louisiana Street Suite 700 Houston, TX 77001	Lonestar Prospects, Ltd.	Interconnect Agreement	5/23/2017	N/A
74	Worsham-Steed Gas Storage, LLC	1201 Louisiana Street Suite 700 Houston, TX 77001	Lonestar Prospects, Ltd.	Interconnect Agreement	5/31/2017	N/A
75	Worsham-Steed Gas Storage, LLC	1201 Louisiana Street Suite 700 Houston, TX 77001	Lonestar Prospects, Ltd.	Service Agreement	5/23/2017	N/A

**Exhibit 15**

### **Schedule of Retained Causes of Action**

Pursuant to Article IV.O of the *Third Amended Joint Plan of Reorganization of Vista Proppants and Logistics, LLC, et al.*, Pursuant to Chapter 11 of the Bankruptcy Code, filed on September 14, 2020 (as may be further amended, the “Plan”),<sup>1</sup> and in accordance with section 1123(b)(3) of the Bankruptcy Code, the Reorganized Debtors shall retain and shall have the exclusive right, authority, and discretion to (without further order of the Bankruptcy Court) determine and to initiate, file, prosecute, enforce, abandon, settle, compromise, release, or withdraw, or litigate to judgment any and all Retained Causes of Action (excluding Non-Insider Trade Creditor Avoidance Actions) that the Debtors or the Estates may hold against any Entity, whether arising before or after the Petition Date.

Retained Causes of Action is defined in the Plan to include all Causes of Action that belong to the Debtors, but shall not include Litigation Trust Causes of Action, Causes of Action against Released Parties, or Non-Insider Trade Creditor Avoidance Actions. Unless a Retained Cause of Action is expressly waived, relinquished, released, compromised or settled in the Plan or any Final Order, the Debtors expressly reserve such Retained Cause of Action (including any counterclaims) for later adjudication by the Reorganized Debtors. Therefore, no preclusion doctrine, including the doctrines of res judicata, collateral, estoppel, issue preclusion, claim preclusion, waiver, estoppel (judicial, equitable or otherwise) or laches shall apply to such Retained Causes of Action (including counterclaims) on or after the Confirmation Date.

Notwithstanding the foregoing paragraphs, and without limiting the generality of Article IV.O of the Plan, the Retained Causes of Action include Causes of Action related to: (i) insurance policies; (ii) tax credits and refunds; (iii) litigation and possible litigation other than Litigation Trust Causes of Action; (iv) confidentiality agreements; (v) accounts receivable and accounts payable; (vi) contracts and leases; (vii) current or former employee matters; (viii) deposits, adequate assurance postings, and other collateral postings; (ix) vendor obligations; (x) intellectual property; (xi) customer obligations; and (xii) environmental matters. Further descriptions of these categories of Retained Causes of Action are described in more detail below.

#### **1. Causes of Action Related to Insurance Policies**

Unless otherwise released by the Plan, Retained Causes of Action shall include all Causes of Action based in whole or in part upon any and all insurance contracts and insurance policies to which any Debtor or Reorganized Debtor is a party or pursuant to which the Debtors or Reorganized Debtors have any rights whatsoever, including Causes of Action against insurance carriers, reinsurance carriers, insurance brokers, third party administrators, underwriters, or surety bond issuers relating to coverage, indemnity, contribution, reimbursement, or any other matter; *provided, however*, that Retained Causes of Action shall not include such Causes of Action that are Litigation Trust Causes of Action.

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<sup>1</sup> Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to such terms in the Plan.

Retained Causes of Action shall include all Causes of Action related the Debtors' insurance policy No. MAF773031-18 from Axis Insurance Company in connection with claim number ATL15899 and the Debtors' rights under the *Release and Settlement Agreement* made and entered into by and between Vista Proppants and Logistics, LLC and Axis Insurance Company.

## **2. Causes of Action Related to Tax Credits and Refunds**

Unless otherwise released by the Plan, Retained Causes of Action shall include all Causes of Action against or related to all taxing authorities that owe or that may in the future owe money to the Debtors or Reorganized Debtors. Furthermore, Retained Causes of Action shall include all Causes of Action against or related to all taxing authorities who assert or may assert that the Debtors or Reorganized Debtors owe money to them.

Such Retained Causes of Action include, but are not limited to, all Causes of Action arising from or related to that certain litigation styled *Lonestar Prospects, Ltd., d/b/a Vista Sand v. Hood County Appraisal District* bearing Cause No. C2018373 and Cause No. C2020350 in the District Court of Hood County, Texas, 355th Judicial District in connection with 2018, 2019, and 2020 property taxes.

## **3. Causes of Action Related to Litigation and Possible Litigation Other than Litigation Trust Causes of Action**

Unless otherwise released by the Plan, Retained Causes of Action shall include all Causes of Action against or related to all Entities that are party to or that may in the future become party to litigation, arbitration, or any other type of adversarial proceeding or dispute resolution proceeding, whether formal or informal, judicial or non-judicial, regardless of whether such Entity is included on the schedule below; *provided, however*, that Retained Causes of Action shall not include such Causes of Action that are Litigation Trust Causes of Action.

The following schedule includes Entities, affiliates, subsidiaries and successors and assigns, that are party to or that the Debtors believe may become party to litigation, arbitration, or any other type of adversarial proceeding or dispute resolution proceeding, whether formal or informal, judicial or non-judicial. **No Entity may rely on its omission the schedule as any indication that the Debtors or the Reorganized Debtors will not pursue any and all available Causes of Action against them.**

COUNTER-PARTY NAME	ADDRESS	DESCRIPTION OF PROCEEDING
AMERICAN STRUCTURAL METALS, INC.	777 LEHMANN WAY SOMERSET, WI 54025	All claims and causes of action arising from or related to that certain litigation styled <i>American Structural Metals, Inc. v. GHMR Operations, LLC, Sandview, Ltd. f/k/a Vista Sand, Vista Proppants and Logistics, LLC</i> bearing Cause No. CJ-2020-16 in connection with alleged nonpayment of equipment.

ASPHALT EQUIPMENT COMPANY, INC. D/B/A ALMIX	15851 DALLAS PARKWAY, No. 650 FORT WAYNE, IN 46814	All claims and causes of action arising from or related to that certain litigation styled <i>Asphalt Equipment Company, Inc., d/b/a Almix v. Lonestar Prospects, Ltd., et al.</i> bearing Cause No. 1:19-cv-313 in connection with alleged nonpayment of equipment.
CHARLES DAVIS	5225 ORLEANS AVE. EL PASO, TX 79745	All claims and causes of action arising from or related to that certain EEOC discrimination action styled <i>Charles Davis v. Vista Proppants &amp; Logistics</i> bearing Claim No. 453-2019-01389.
DAKOREY JOHNSON	306 ANDOVER DR. MESQUITE, TX 75149	All claims and causes of action arising from or related to that certain EEOC charge styled <i>Dakorey Johnson v. Vista Proppants and Logistics</i> bearing Claim No. 31C-2019-00950.
DARYL HARRY	2232 CONDOR ST. GRAND PRAIRIE, TX 75052	All claims and causes of action arising from or related to that certain EEOC charge styled <i>Daryl Harry v. Vista Proppants and Logistics</i> bearing Claim No. 450-2019-03921.
DONALD HAMILTON	108 HARRY DR NATCHITOCHES, LC 71457	All claims and causes of action arising from or related to that certain EEOC charge styled <i>Donald Hamilton v. Vista Proppants and Logistics</i> bearing Claim No. 453-2019-01586.
DWIGHT E. SUTTON	5319 LAKE JESSAMINE DR. ORLANDO, FL 32839	All claims and causes of action arising from or related to that certain EEOC discrimination action styled <i>Dwight E. Sutton v. MAALT Specialized Bulk LLC dba Vista Proppants and Logistics</i> bearing Claim No. 453-2020-00186.
HOOD COUNTY APPRAISAL DISTRICT	ATTN: EDDIE ROE, CHIEF APPRAISER 1902 W. PEARL STREET GRANBURY, TEXAS 76048	All claims and causes of action arising from or related to that certain litigation styled <i>Lonestar Prospects, Ltd., d/b/a Vista Sand v. Hood County Appraisal District</i> bearing Cause No. C2018373 and Cause No. C2020350 in the District Court of Hood County, Texas, 355 <sup>th</sup> Judicial District in connection with 2018, 2019, and 2020 property taxes.
JUPITER MARKETING AND TRADING, LLC	15851 DALLAS PARKWAY, No. 650 ADDISON, TX 75001	All claims and causes of action arising from or related to that certain litigation styled <i>MAALT, LP v. Jupiter Marketing and Trading, LLC</i> bearing Cause No. 352-307430-19 in connection with alleged breach of contract.
PRAEDA PROPPANTS & LOGISTICS, LLC	5815 ACTON CIRCLE, #101 GRANBURY, TX 76049	All claims and causes of action arising from or related to that certain litigation styled <i>Lonestar Prospects, Ltd. d/b/a Vista Proppants and Logistics v. Praeda Proppants &amp; Logistics, LLC</i> bearing Cause No. 342-307685-19 in connection with allegedly unpaid account receivable.
PROFRAC SERVICES, LLC	333 SHOPS BOULEVARD WILLOW PARK, TX 76087	All claims and causes of action arising from or related to liquidated damages under agreements between Profrac Services, LLC and the Debtors.

SANDBOX LOGISTICS, LLC	1303 MCKINNEY STREET SUITE 2400 HOUSTON, TX 77010	All claims and causes of action arising from or related to the setoff of \$774,601.85 by Sandbox Logistics, LLC in connection with amounts Lonestar Prospects allegedly owed Sand Box Logistics, LLC.
SEQUITUR PERMIAN, LLC	C/O MATTHEW A. KORNHAUSER DYLAN B. RUSSELL HOOVER SLOVACEK LLP GALLERIA TOWER II 5051 WESTHEIMER, SUITE 1200 HOUSTON, TX 77056  AND  C/O PAUL STIPANOVIC GOSSETT, HARRISON, MILLICAN & STIPANOVIC, P.C. 2 S. KOENIGHEIM STREET SAN ANGELO, TX 76903	All claims and causes of action arising from or related to that certain litigation styled <i>MAALT, LP v. Sequitur Permian, LLC</i> , Case No. CV19-003, pending in the 51st Judicial District Court for Irion County, Texas and that certain litigation styled <i>MAALT, LP v. Sequitur Permian, LLC</i> , Adversary Proceeding No. 20-04064, pending in the Bankruptcy Court for the Northern District of Texas, Fort Worth Division.
SOUTHEASTERN CONSTRUCTION AND MAINTENANCE, INC.	1150 PEBBLEDAL RD. MULBERRY, FL 33860	All claims and causes of action arising from or related to that certain litigation styled <i>Southeastern Construction and Maintenance, Inc. v. Lonestar Prospects, Ltd. d/b/a Vista Sand, Lonestar Prospects, Ltd. d/b/a Vista Proppants and Logistics, and Lonestar Prospects Management, LLC</i> bearing Cause No. 048-308837-19 in connection with alleged nonpayment of equipment
STEPHEN DOUBLIN	105 HOOVER CIRCLE MONROE, LA 71203	All claims and causes of action arising from or related to that certain EEOC discrimination action styled <i>Stephen Dublin v. Vista Proppants and Logistics</i> bearing Claim No. 453-2019-01150.

#### **4. Causes of Action Related to Confidentiality Agreements**

Unless otherwise released by the Plan, Retained Causes of Action shall include all Causes of Action against or related to all Entities that are party to any confidentiality agreements with any Debtor or Reorganized Debtor.

#### **5. Causes of Action Related to Accounts Receivable and Accounts Payable**

Unless otherwise released by the Plan, Retained Causes of Action shall include all Causes of Action against or related to all Entities that owe or that may in the future owe money to the Debtors or Reorganized Debtors. Furthermore, Retained Causes of Action shall include all Causes of Action against or related to all Entities who assert or may assert that the Debtors or Reorganized Debtors owe money to them.

#### **6. Causes of Action Related to Contracts and Leases**

Unless otherwise released by the Plan, Retained Causes of Action shall include all Causes of Action, based in whole or in part upon any and all contracts and leases to which any Debtor or

Reorganized Debtor is a party or pursuant to which a Debtor or Reorganized Debtor has any rights whatsoever. The Retained Causes of Action include, without limitation, Causes of Action against vendors, suppliers of goods or services, or any other parties: (a) for overpayments, back charges, duplicate payments, improper holdbacks, deposits, warranties, guarantees, indemnities, recoupment, or setoff; (b) for wrongful or improper termination, suspension of services or supply of goods, or failure to meet other contractual or regulatory obligations; (c) for failure to fully perform or to condition performance on additional requirements under contracts with any Debtor before the assumption or rejection, if applicable, of such contracts; (d) for payments, deposits, holdbacks, reserves, or other amounts owed by any creditor, utility, supplier, vendor, insurer, surety, factor, lender, bondholder, lessor, or other party; (e) for any liens, including mechanic's, artisan's, materialmen's, possessory, or statutory liens held by any Debtor; (f) counterclaims and defenses related to any contractual obligations; (g) any turnover actions arising under section 542 or 543 of the Bankruptcy Code; (h) for unfair competition, interference with contract or potential business advantage, breach of contract, infringement of intellectual property, or any business tort claims; and (i) any accumulated service credits, both those that may apply to future vendor invoices and those from which any Debtor may be entitled to receive a refund; *provided, however*, that Retained Causes of Action shall not include such Causes of Action that are Litigation Trust Causes of Action.

Such Retained Causes of Action include, but are not limited to, all Causes of Action arising from or related to liquidated damages under agreements between Profrac Services, LLC and the Debtors.

**7. Causes of Action Related to Current or Former Employee Matters**

Unless otherwise released by the Plan, Retained Causes of Action shall include all Causes of Action against or related to all current or former employees that are party to or that may in the future become party to any workers' compensation claims or actions, litigation, arbitration, or any other type of adversarial proceeding or dispute resolution proceeding, whether formal or informal, judicial or non-judicial; *provided, however*, that Retained Causes of Action shall not include such Causes of Action that are Litigation Trust Causes of Action.

**8. Causes of Action Related to Deposits, Adequate Assurance Postings, and Other Collateral Postings**

Unless otherwise released by the Plan, Retained Causes of Action shall include all Causes of Action based in whole or in part upon any and all postings of a security deposit, adequate assurance payment, or any other type of deposit or collateral.

**9. Causes of Action Related to Vendor Obligations**

Unless otherwise released by the Plan, Retained Causes of Action shall include all Causes of Action against or related to all vendors that owe or may in the future owe money or other



obligations to the Debtors or the Reorganized Debtors, whether for unpaid invoices; unreturned, missing, or damaged inventory; indemnification; warranties; any turnover actions arising under section 542 or 543 of the Bankruptcy Code; or any other matter whatsoever.

**10. Causes of Action Related to Intellectual Property**

Unless otherwise released by the Plan, Retained Causes of Action shall include any Causes of Action for unfair competition, licensing or licensing agreements, interference with contract or potential business advantage, conversion, infringement of intellectual property, or other business tort claims.

**11. Causes of Action Related to Customer Obligations**

Unless otherwise released by the Plan, Retained Causes of Action shall include all Causes of Action against or related to all customers that owe or may in the future owe money to the Debtors or the Reorganized Debtors, whether for unpaid invoices; unreturned, missing, or damaged inventory, warranties, or any other matter whatsoever.

**12. Causes of Action Related to Environmental Matters**

Unless otherwise released by the Plan, Retained Causes of Action shall include all Causes of Action against or related to all Entities or potentially responsible parties that owe or that may in the future owe money to the Debtors or Reorganized Debtors in connection with any environmental matters. Furthermore, Retained Causes of Action shall include all Causes of Action against or related to all Entities or potentially responsible parties who assert or may assert that the Debtors or Reorganized Debtors owe money to them in connection with any environmental matters.

**Exhibit 16**

### **Schedule of Litigation Trust Causes of Action**

Pursuant to the *Third Amended Joint Plan of Reorganization of Vista Proppants and Logistics, LLC, et al.*, Pursuant to Chapter 11 of the Bankruptcy Code filed on September 14, 2020 (as may be further amended, the “Plan”),<sup>1</sup> the Litigation Trust is being established as a grantor trust for the purpose of liquidating and distributing the Litigation Trust Assets to the Litigation Trust Beneficiaries in accordance with the Plan. Litigation Trust Assets is defined in the Plan to include: (i) the Litigation Trust Causes of Action and (ii) the GUC Cash Settlement.

The Plan provides that the Litigation Trust Causes of Action are those Causes of Action set forth on the Schedule of Litigation Trust Causes of Action to be included in the Plan Supplement. Accordingly, unless otherwise agreed among the Debtors, the Committee, and the Required Consenting Lenders, the following shall constitute Litigation Trust Causes of Action under the Plan:

- (i) the Standing Motion Claims against the ABL Lender;
- (ii) all Claims or Causes of Action against RJS Holdings, LLC; R.J. Sikes; Lisa Sikes; Future New Deal, Ltd.; M&J Partnership, Ltd.; Lonestar Prospects Holding Company, L.L.C.; Gary Humphreys; Marty Robertson; and FR Sands Holdings, LLC, and any subsequent transferees thereof, arising out of the disbursement by the Debtors on or about November 9, 2017, of \$85 million, or approximately \$85 million, in connection with the buy-out of the direct and indirect interests of R.J. Sikes and/or entities and persons affiliated with or otherwise related to R.J. Sikes in Vista HoldCo by the other members of Vista HoldCo;
- (iii) without duplication of item (ii) above, claims against the following persons and entities (and subsequent transferees thereof) based on transfers made by any of the Debtors after June 9, 2016, to or for the benefit of: GHMR Operations, LLC; Gary Humphreys; Marty Robertson; other entities controlled by Gary Humphreys and/or Marty Robertson; and persons related to Gary Humphreys or Marty Robertson;
- (iv) without duplication of items (ii) and (iii) above, any and all claims related to any prepetition contracts or agreements between any Debtor and GHMR Operations, LLC; Gary Humphreys; Marty Robertson; other entities controlled by Gary Humphreys and/or Marty Robertson; and persons related to Gary Humphreys or Marty Robertson to the extent that any such contracts or agreements have not been assumed by the Debtors or the Reorganized Debtors by the date that is 45 days after the Effective Date of the Plan; and

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<sup>1</sup>Capitalized terms not otherwise defined herein shall have the meaning ascribed to them in the Plan.

- (v) breach of duty claims on behalf of the respective estates of each of the Debtors (including Lonestar Prospects, Ltd.) against (a) prepetition officers, directors, general partners, managing partners, members, managing members, and managers of the respective Debtors, excluding any Released Parties, and (b) persons or entities that directly or indirectly controlled such respective Debtors at any time prior to the Petition Date (including Gary Humphreys and Marty Robertson, but excluding any Released Parties).

**Exhibit 17**

## LITIGATION TRUST AGREEMENT

### PREAMBLE

This Litigation Trust Agreement (the “**Agreement**”) is entered into by and among Vista Proppants and Logistics, LLC and its debtor affiliates, as debtors and debtors in possession (collectively, the “**Debtors**”) and Ankura Trust Company, not individually, but solely in its capacity as trustee (the “**Litigation Trustee**” and collectively together with the Debtors, the “**Parties**”) of the litigation trust established in accordance with the *Third Amended Joint Plan of Reorganization of Vista Proppants and Logistics, LLC, et al., Pursuant to Chapter 11 of the Bankruptcy Code*, dated September 14, 2020 (including all exhibits and supplements thereto, as the same may be further amended, modified, or supplemented from time to time, the “**Plan**”).<sup>1</sup>

### RECITALS

WHEREAS, on June 9, 2020 (the “**Petition Date**”), each of the Debtors filed voluntary petitions for relief under Chapter 11 of the Bankruptcy Code in the United States Bankruptcy Court for the Northern District of Texas (the “**Bankruptcy Court**”) commencing their Chapter 11 cases (the “**Chapter 11 Cases**”);

WHEREAS, on June 25, 2020, the United States Trustee for Region 6 (the “**United States Trustee**”) appointed an official committee of unsecured creditors in the Chapter 11 Cases (the “**Committee**”);

WHEREAS, on August 3, 2020, the Committee filed its *Motion of the Official Committee of Unsecured Creditors for Order Granting (I) Leave, Standing and Authority to Commence and Prosecute Certain Claims on Behalf of the Debtors’ Estates and (II) Related Relief*, through which it sought standing on behalf of the Debtors and their estates to assert certain claims, including claims against PlainsCapital Bank (the claims against PlainsCapital Bank are referred to herein as the “**Committee Claims**”);

WHEREAS, on September 14, 2020, the Debtors filed the Plan;

WHEREAS, on [\_\_\_], 2020, the Bankruptcy Court entered an order confirming the Plan (the “**Confirmation Order**”);

WHEREAS, the Plan provides for the creation of the Litigation Trust, as of the Effective Date, to (i) hold, administer, prosecute and liquidate the Litigation Trust Assets, (ii) distribute the proceeds of the Litigation Trust Assets to the Litigation Trust Beneficiaries, (iii) distribute the GUC Cash Settlement Distribution to the holders of Allowed Class 6 Claims other than the Term Loan Lender Class 6 Claims, and (iv) reconcile General Unsecured Claims, in accordance with the terms of the Plan, the Confirmation Order, and this Agreement;

WHEREAS, the Plan provides that, on the Effective Date, the Litigation Trust Loan shall be provided to the Litigation Trust, which shall be repaid by the net proceeds, if any, from

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<sup>1</sup> Capitalized terms used herein and not otherwise defined herein or when first used shall have the meanings set forth in the Plan.

the Litigation Trust Causes of Action (other than from the PlainsCapital Recovery) in any case prior to any distribution to the Litigation Trust Beneficiaries from the Litigation Trust Causes of Action with the exception of distributions of the PlainsCapital Recovery;

WHEREAS, the Plan provides that, on the Effective Date, the GUC Cash Settlement shall be funded into the Litigation Trust as follows: (i) \$2,000,000 consisting of (a) \$1,750,000 in Cash, plus (b) \$250,000 as proceeds of the Litigation Trust Loan, plus (ii) the GUC Cash Settlement Adjustment. The GUC Cash Settlement Adjustment shall be distributed directly to the Litigation Trust within five (5) business days of a final determination thereof. Subject to the terms of this Agreement and the Plan, \$1,000,000 of the GUC Cash Settlement shall be allocated to the GUC Cash Settlement Distribution. The remainder of the GUC Cash Settlement plus the GUC Cash Settlement Adjustment shall be allocated to funding the Litigation Trust;

WHEREAS, this Agreement is executed to establish the Litigation Trust and to facilitate the Plan;

WHEREAS, the Litigation Trust is created on behalf of, and for the benefit of, the Litigation Trust Beneficiaries;

WHEREAS, the Litigation Trust is intended to qualify as a “liquidating trust” under the United States Internal Revenue Code of 1986, as amended, (the “IRC”) and the Treasury Regulations promulgated thereunder, specifically Treasury Regulation section 301.7701-4(d), and as such be treated as a “grantor trust” for federal income tax purposes with the Litigation Trust Beneficiaries treated as the grantors and owners of the Litigation Trust, and in that regard it is the Parties’ intention that this Agreement shall treat the transfers in trust described herein as transfers to the Litigation Trust Beneficiaries for all purposes of the Internal Revenue Code of 1986, as amended (including, sections 61(a)(12), 483, 1001, 1012, and 1274). All the parties and Litigation Trust Beneficiaries shall treat the transfers in trust as if all the transferred assets, including all the Litigation Trust Assets, had been first transferred to the Litigation Trust Beneficiaries and then transferred by the Litigation Trust Beneficiaries.

NOW, THEREFORE, in consideration of the promises and the mutual covenants and agreements contained herein and in the Plan and the Confirmation Order, the Parties agree as follows:

## ARTICLE I. NAME OF TRUST AND LITIGATION TRUSTEE

### 1.1. Appointment of Litigation Trustee

The legal name of the Litigation Trust shall be “Vista Litigation Trust.” [\_\_\_\_] is hereby appointed to serve as the initial Litigation Trustee under the Plan and hereby accepts this appointment and agrees to serve in such capacity effective upon the Effective Date of the Plan and pursuant to the terms of the Confirmation Order, the Plan, this Agreement, and the engagement letter dated [\_\_\_\_], 2020, that is attached hereto as **Exhibit A** (the “**Engagement Letter**”). A successor Litigation Trustee shall be appointed as set forth in Section 11.1 in the event the Litigation Trustee is removed or resigns pursuant to this Agreement or if the Litigation Trustee otherwise vacates the position.

## **ARTICLE II.**

### **DUTIES AND POWERS OF THE LITIGATION TRUSTEE**

#### **2.1. Generally**

The Litigation Trustee shall be responsible for (a) liquidating and administering (or abandoning, as the case may be) the Litigation Trust Assets, including the Litigation Trust Causes of Action and the GUC Cash Settlement, (b) taking actions on behalf of, and representing, the Litigation Trust, (c) reconciling General Unsecured Claims, in accordance with the terms of the Plan, the Confirmation Order, and this Agreement, and (d) distributing the GUC Cash Settlement Distribution to holders of Allowed Class 6 Claims (other than Term Loan Lender Class 6 Creditors) in accordance with the Plan. The Litigation Trustee shall have the authority to bind the Litigation Trust within the limitations set forth herein, but shall for all purposes hereunder be acting in the capacity of Litigation Trustee and not individually.

#### **2.2. Scope of Authority of Litigation Trustee**

Within the limitations set forth herein, and subject to the Litigation Trust oversight committee (the “**Oversight Committee**”) and the provisions set forth in this Agreement, the responsibilities and authority of the Litigation Trustee shall include, without limitation: (i) holding and administering the Litigation Trust Assets; (ii) evaluating and determining strategy with respect to the Litigation Trust Causes of Action and litigating the Litigation Trust Causes of Action pursuant to section 1123(b)(3)(B) of the Bankruptcy Code, or settling, transferring, releasing or abandoning any and all Litigation Trust Causes of Action on behalf of the Litigation Trust; (iii) calculating, implementing and disbursing distributions on account of the Litigation Trust Assets to the Litigation Trust Beneficiaries and in accordance with the Plan; (iv) distributing the GUC Cash Settlement Distribution to the holders of Allowed Class 6 Claims other than the Term Loan Lender Class 6 Claims; (v) filing all required tax returns for the Litigation Trust as a grantor trust pursuant to Treasury Regulation section 1.671-4(a); (vi) retaining Litigation Trustee Professionals and Litigation Trustee Non-Professionals (both as defined herein); (vii) receiving reasonable compensation for performing services as Litigation Trustee in accordance with the Engagement Letter and paying the reasonable fees, costs and expenses of any Litigation Trustee Professionals and Litigation Non-Professionals in accordance with the applicable provisions of this Agreement; (viii) providing periodic reports and updates to the Oversight Committee regarding the status of the administration of the Litigation Trust and the Litigation Trust Assets and consulting with the Oversight Committee regarding the status of the Litigation Trust Causes of Action, the Litigation Trust Interests, and any other matters addressed in this Agreement, all in connection with the Oversight Committee’s role of overseeing the implementation of the Plan; (ix) repaying the Litigation Trust Loan in accordance with the terms set forth in the Plan and the related promissory note (the “**Litigation Trust Promissory Note**”); (x) reconciling General Unsecured Claims as set forth in Article VII.A of the Plan; and (xi) carrying out such other responsibilities not specifically set forth herein as may be vested in the Litigation Trustee pursuant to the Confirmation Order, the Plan, this Agreement, or other Bankruptcy Court order, or as may be necessary and proper to carry out the provisions of the Confirmation Order, the Plan or this Agreement.



2.3. Obligations to Litigation Trust and Litigation Trust Beneficiaries

The Litigation Trustee's actions as Litigation Trustee will be subject to standards required under Texas law.

2.4. Additional Powers of Litigation Trustee

In connection with the administration of the Litigation Trust, subject to and except as otherwise set forth in the Confirmation Order, the Plan, or this Agreement, the Litigation Trustee is hereby authorized to perform those acts necessary to accomplish the purposes of the Litigation Trust. Without limiting, but subject to, the foregoing, the Litigation Trustee shall, unless otherwise provided in this Agreement and subject to the limitations contained herein and in the Confirmation Order and the Plan:

(1) collect and liquidate the Litigation Trust Assets under the jurisdiction of the Bankruptcy Court and pursuant to the terms of the Plan;

(2) hold legal title (on behalf of the Litigation Trust as Litigation Trustee, but not individually) to the Litigation Trust Assets, including, but not limited to, the Litigation Trust Causes of Action and the GUC Cash Settlement;

(3) subject to sections 6.1(a) and 6.4 below, assert, prosecute, object to, pursue, compromise, and settle General Unsecured Claims, other than the Term Loan Lender Class 6 Claims (the "**Claim(s)**") only and, in accordance with the Litigation Trustee's reasonable business judgment, all matters affecting the Claims, including, without limitation, the Disputed Claims Reserve, Disputed Claims and/or other Litigation Trust Causes of Action related thereto, in accordance with the terms set forth in Article VII of the Plan and except as provided therein, without further order of the Bankruptcy Court;

(4) assert and enforce all legal or equitable remedies and defenses belonging to the Debtors or their Estates solely with respect to the Claims and the Litigation Trust Causes of Action, including, without limitation, setoff, recoupment, and any rights under Bankruptcy Code section 502(d);

(5) take such actions that the Litigation Trustee deems appropriate in its reasonable business judgment against any Person with respect to Litigation Trust Causes of Action and commence, subject to the approval of the Oversight Committee, any process or proceeding in the Bankruptcy Court or in any court of competent jurisdiction in accordance with applicable laws, except as otherwise set forth in this Agreement or the Plan;

(6) be expressly authorized to appeal and/or prosecute the appeal of any order on the Standing Motion, provided, that the member of the Oversight Committee appointed by the Term Loan Lender Class 6 Creditors shall recuse themselves of any decisions regarding the prosecution of the Standing Motion;

(7) make distributions to the Litigation Trust Beneficiaries in accordance with the terms of the Plan, the Litigation Trust Promissory Note, and Article IV of this Agreement;

(8) repay the Litigation Trust Loan in accordance with the terms set forth in the Plan and the Litigation Trust Promissory Note;

(9) proceed with and employ all discovery devices permitted under applicable law, including Rule 2004 of the Bankruptcy Rules, in order to investigate any Claims or Litigation Trust Causes of Action;

(10) as provided in the bylaws adopted pursuant to section 18.8 hereof, in consultation with the Oversight Committee, employ, without further order of the Bankruptcy Court, Litigation Trustee Professionals and Litigation Trustee Non-Professionals to assist the Litigation Trustee in carrying out the Litigation Trustee's duties under the Plan and under this Agreement, and compensate and reimburse the expenses of the Litigation Trustee Professionals and the Litigation Trustee Non-Professionals on the terms to be agreed to by the Litigation Trustee and the Litigation Trustee Professionals and the Litigation Trustee Non-Professionals without further order of the Bankruptcy Court, to the extent set forth in this Agreement;

(11) invest Cash in accordance with section 2.7 of this Agreement and the Litigation Trust Promissory Note, withdraw and make distributions of Cash to the Litigation Trust Beneficiaries and pay obligations incurred by the Litigation Trustee from the Litigation Trust Expense Fund (as hereinafter defined) as set forth and in accordance with the Plan;

(12) in consultation with the Oversight Committee, be expressly authorized and required to pay expenses and make disbursements necessary to preserve, liquidate, and enhance the Litigation Trust Assets;

(13) be expressly authorized to purchase such insurance coverage as the Litigation Trustee, in its sole discretion, deems necessary and appropriate with respect to the (i) liabilities and obligations of the Litigation Trustee; and (ii) real and personal property which may be or may become Litigation Trust Assets;

(14) be expressly authorized to incur any reasonable and necessary expenses in liquidating and converting the Litigation Trust Assets to Cash, or otherwise administering the Litigation Trust, as set forth in the Confirmation Order, the Plan or this Agreement;

(15) execute and deliver all documents, and take all actions, necessary to implement this Agreement, and, to the extent required, acting with the authority of an officer, director, or manager (as applicable) of the Debtors when taking such actions;

(16) implement and/or enforce all provisions of the Plan as they relate to Litigation Trust Assets or Claims;

(17) assert, subject to section IV.P of the Plan, as the Litigation Trustee deems appropriate, any attorney-client privilege or similar privilege belonging to any of the Debtors immediately prior to the Effective Date of the Plan to the extent related to Litigation Trust Causes of Action;

(18) establish the Disputed Claims Reserve as well as any other reserve as may be necessary as set forth in the Plan, and make distributions from such reserves;

(19) to the extent the Litigation Trustee deems it necessary or appropriate, and in consultation with the Oversight Committee, value the Litigation Trust Assets based on the Litigation Trustee's good faith determination, which valuation shall be used consistently by the Litigation Trustee, by all Parties and by the Litigation Trust Beneficiaries for all federal income tax purposes, and seeking resolution from the Bankruptcy Court of any dispute related to such valuation; and

(20) perform such other powers as may be vested in or assumed by the Litigation Trustee pursuant to this Agreement, the Plan, other Bankruptcy Court order, or as may be needed or appropriate to carry out the provisions of the Plan and this Agreement.

## 2.5. General Authority of the Litigation Trustee

Unless specifically stated otherwise herein, the Litigation Trustee shall not be required to obtain Bankruptcy Court approval with respect to any proposed action or inaction: (a) authorized in this Agreement, or (b) specifically contemplated in the Confirmation Order or the Plan.

## 2.6. Limitation of Litigation Trustee's Authority; No Ongoing Business

(a) The Litigation Trustee shall have no power or authority except as set forth in this Agreement or in the Confirmation Order or the Plan.

(b) For federal income tax purposes, the Litigation Trustee shall not be authorized to engage in any trade or business with respect to the Litigation Trust Assets or any proceeds therefrom except to the extent reasonably necessary to, and consistent with, the liquidating purpose of the Litigation Trust. The Litigation Trustee shall take such actions consistent with the prompt orderly liquidation of the Litigation Trust Assets as required by applicable law and consistent with the treatment of the Litigation Trust as a liquidating trust under Treasury Regulation section 301.7701-4(d), to the extent such actions are permitted by this Agreement.

## 2.7. Investment and Safekeeping of Litigation Trust Assets

All monies and other assets received by the Litigation Trustee shall, until distributed or paid over as herein provided, be segregated from all other monies and assets of the Litigation Trustee, including the GUC Cash Settlement Distribution, and further, shall be held in trust for the benefit of the Litigation Trust Beneficiaries. The Litigation Trustee shall be responsible for establishing and maintaining any segregated, reserve or escrow accounts as are required to carry out the obligations of the Litigation Trust under the Plan.

The Litigation Trustee shall promptly invest any such monies in the manner set forth in this Section 2.7, but shall otherwise be under no liability for interest or income on any monies received by the Litigation Trust hereunder and held for distribution or payment to the Litigation Trust Beneficiaries, except as such interest shall actually be received. Investment of

any monies held by the Litigation Trust shall be administered in accordance with the general duties and obligations hereunder. The right and power of the Litigation Trustee to invest the Litigation Trust Assets, the proceeds thereof, or any income earned by the Litigation Trust, shall be limited to the right and power to (i) invest such Litigation Trust Assets (pending distributions in accordance with the Confirmation Order, the Plan or this Agreement) in (a) short-term direct obligations of, or obligations guaranteed by, the United States of America, (b) short-term obligations of any agency or corporation which is or may hereafter be created by or pursuant to an act of the Congress of the United States as an agency or instrumentality thereof, or (c) an open-ended management investment company, registered under the Investment Company Act of 1940 that is regulated as a “money market fund” pursuant to Rule 2a-7 under the Investment Company Act of 1940, provided that the fund: (1) invests exclusively in United States Treasury bills and United States Treasury Notes owned directly or through repurchase agreements; (2) has received the highest money market fund rating from a nationally recognized statistical rating organization, such as Standard & Poor’s or Moody’s; (3) has agreed to redeem funds shares in cash, with payment being made no later than the business day following a redemption request by a shareholder, except in the event of an unscheduled closing of the Federal Reserve Banks or the New York Stock Exchange; and (4) has adopted a policy that it will notify its shareholders 60 days prior to any change in its policy (A) to invest exclusively in Treasury Securities as described in (1) above or (B) to redeem fund shares in cash no later than the business day following a redemption request by the shareholder, with limited exceptions for unscheduled closings of Federal Reserve Banks or the New York Stock Exchange; or (ii) deposit such assets in demand deposits at any bank or trust company, (collectively, the “**Permissible Investments**”) *provided, however*, that the scope of any such Permissible Investments shall be limited to include only those investments that a liquidating trust, within the meaning of Treasury Regulation section 301.7701-4(d), may be permitted to hold, pursuant to the Treasury Regulations, or any modification in the guidelines of the Internal Revenue Service of the United States of America (the “**IRS**”), whether set forth in IRS rulings, other IRS pronouncements or otherwise.

### **ARTICLE III.**

#### **TERM AND COMPENSATION FOR LITIGATION TRUSTEE**

##### **3.1. Compensation**

(a) The Litigation Trustee shall be entitled to receive compensation for services rendered on behalf of the Litigation Trust and reimbursement of expenses as provided in the Engagement Letter or such additional compensation as ordered by the Bankruptcy Court or approved by the Oversight Committee.

(b) All compensation and other amounts payable to the Litigation Trustee shall be paid out of the Litigation Trust Expense Fund (as defined hereinafter), subject to any applicable limitations or restrictions set forth in the Confirmation Order, the Plan, this Agreement or the Engagement Letter.

3.2. Termination

The duties, responsibilities and powers of the Litigation Trustee and the Oversight Committee will terminate on the date the Litigation Trust is dissolved and terminated pursuant to Section 16.1, or by an order of the Bankruptcy Court.

3.3. No Bond

The Litigation Trustee shall serve without bond.

3.4. Removal

The Litigation Trustee may be removed only for cause by the Oversight Committee or a Final Order of the Bankruptcy Court and after notice and a hearing; provided however, that the Litigation Trustee may not be removed until a successor Litigation Trustee has been named or is capable of being named immediately upon such removal. For purposes of removing the Litigation Trustee, “cause” shall mean gross negligence, breach of fiduciary duty, breach of trust, or reckless or willful mishandling of the Litigation Trust Assets. Any undisputed fees and unreimbursed expenses that have been properly incurred by the Litigation Trustee in accordance with the terms of this Agreement and the Engagement Letter that are owing to the Litigation Trustee as of the date of the Litigation Trustee’s removal shall be paid to the Litigation Trustee within 5 days of the removal date.

3.5. Resignation

The Litigation Trustee may resign by giving not less than sixty (60) days prior written notice thereof to the Oversight Committee and the Bankruptcy Court.

**ARTICLE IV.**  
**PROVISIONS REGARDING DISTRIBUTIONS**

4.1. Priority and Method of Distributions

(a) Generally. The Litigation Trustee, on behalf of the Litigation Trust, or such other person or entity as may be designated in accordance with this Agreement, will make distributions to the Litigation Trust Beneficiaries in accordance with this Agreement and in accordance with the provisions of the Plan. Whenever any distribution to be made under the Confirmation Order, the Plan or this Agreement is due on a day other than a Business Day, such distribution shall be made, without interest, on the immediately succeeding Business Day, but any such distribution will have been deemed to have been made on the date due.

(b) Distribution of Litigation Trust Assets and Proceeds Thereof. All Litigation Trust Assets and all distributions of proceeds of the Litigation Trust Assets on account of the Litigation Trust Interests to the Litigation Trust Beneficiaries shall be distributed in accordance with the terms of this Agreement and the Plan. On or before the date that is 180 days after the Effective Date, which may be extended by the Bankruptcy Court for cause upon motion by the Litigation Trustee, each holder of an Allowed General Unsecured Claim that is not a Term Loan Lender Class 6 Creditor shall receive from the Disbursing Agent its Pro Rata share of the GUC

Cash Settlement Distribution. Periodically thereafter, each holder of an Allowed General Unsecured Claim (including Term Loan Lender Class 6 Creditors holding Allowed Term Loan Deficiency Claims) shall receive from the Disbursing Agent its Pro Rata share of the distributions in respect of its Litigation Trust Interests, subject to the sharing mechanism set forth immediately below.

In the event that the Litigation Trustee achieves any recoveries from the Litigation Trust Causes of Action, then holders of Litigation Trust Interests that are not Term Loan Lender Class 6 Creditors shall receive their *pro rata* share of the first \$4,000,000 recovered by the Litigation Trust after payment of Litigation Trust expenses, including repayment of the Litigation Trust Loan. Thereafter, any recoveries achieved by the Litigation Trustee shall be split 60/40, respectively, between (x) holders of Litigation Trust Interests that are Non-Term Loan Lender Class 6 Creditors and (y) holders of Litigation Trust Interests that are Term Loan Class 6 Creditors. To the extent that the Litigation Trustee achieves a PlainsCapital Recovery, Term Loan Class 6 Creditors shall not share in any such recovery nor shall the PlainsCapital Recovery be utilized to repay the Litigation Trust Loan.

(c) Periodic Distribution Requirement. Subject to the provisions of this Article IV and only to the extent required to maintain grantor trust tax status, the Litigation Trustee is required to distribute at least once per twelve-month period to the Litigation Trust Beneficiaries the Litigation Trust's net income plus all net proceeds from the sale, realization, settlement or liquidation of the Litigation Trust Assets, except that the Litigation Trustee may retain an amount of net proceeds or net income reasonably necessary to maintain the value of the Litigation Trust Assets, to satisfy current and projected expenses of the Litigation Trust, and to meet Claims and contingent liabilities (including Disputed Claims). The Litigation Trustee shall consult with the Oversight Committee prior to making any distributions to the Litigation Trust Beneficiaries.

(d) Withholding. The Litigation Trustee may withhold from amounts distributable to any person or entity any and all amounts, to be determined in the Litigation Trustee's reasonable sole discretion, required by any law, regulation, rule, ruling, directive or other government equivalent of the United States or of any political subdivision thereof. To the extent that amounts are so withheld and paid over to the appropriate governmental entity, such amounts shall be treated for all purposes of this Agreement as having been paid to the person or entity in respect of whom such deduction and withholding was made.

(e) Tax Identification Numbers and Tax Information. The Litigation Trustee is authorized to request and obtain from the Litigation Trust Beneficiaries or any other person or entity Forms W-8 and/or W-9 or such other forms or information relating to the Litigation Trustee's tax obligations or obligations to withhold as the Litigation Trustee may reasonably request, and the Litigation Trustee may condition any distribution to any Beneficiary or other distributee upon receipt of such forms or information.

#### 4.2. Delivery of Distributions

Subject to the provisions of Federal Rule of Bankruptcy Procedure 2002(g), and except as otherwise provided herein, distributions and deliveries to Litigation Trust Beneficiaries or other holders of Claims shall be made at the address of each such of the Litigation Trust

Beneficiaries set forth on the Debtors' books and records unless superseded by (i) the address set forth on proofs of claim filed by any such Beneficiary or (ii) the address provided in connection with a transfer pursuant to Section 14.1 of this Agreement.

## **ARTICLE V. TRUST FUNDING**

### 5.1. Trust Funding

The costs and expenses of the Litigation Trust, including, without limitation, the compensation to and reimbursement of expenses of the Litigation Trustee and the fees, costs and expenses of all professionals retained by the Litigation Trustee in connection with the performance of the Litigation Trustee's duties in connection with this Agreement shall be paid from a fund set aside by the Litigation Trustee for such purpose in accordance with the terms of the Plan (the "**Litigation Trust Expense Fund**"). The initial amount of the Litigation Trust Expense Fund shall be equal to \$1,000,000 plus the GUC Cash Settlement Adjustment, if any, as set forth in the Plan. Additional funds may be transferred to the Litigation Trust Expense Fund from time to time from net recoveries from the Litigation Trust Causes of Action other than the PlainsCapital Recovery as necessary to pay the reasonable costs and expenses of the Litigation Trust, with the consent of the Oversight Committee. For avoidance of doubt, the GUC Cash Settlement Distribution shall not be utilized to fund the Litigation Trust Expense Fund and shall not be subject to charge for claims against the Litigation Trust, the Litigation Trustee, the Debtors or their estates. Any funds remaining in the Litigation Trust Expense Fund after completion of the Litigation Trustee's activities and full payment of all reasonable costs and expenses of the Litigation Trust including, without limitation, the fees, costs and expenses of the Litigation Trustee and the professionals retained by the Litigation Trustee shall be paid to the Litigation Trust Beneficiaries according to the terms of the Confirmation Order, the Plan and this Agreement.

## **ARTICLE VI. PROSECUTION AND RESOLUTION OF DISPUTED, CONTINGENT AND UNLIQUIDATED CLAIMS AND TRUST CAUSES OF ACTION**

### 6.1. Objections to Claims; Prosecution of Disputed Claims

(a) The Litigation Trustee, on behalf of the Litigation Trust, shall have the exclusive right to object to the allowance of any Claims by no later than the bar date for claims objections set forth in Section VII.D of the Plan and as may be further extended by order of the Bankruptcy Court. The Litigation Trustee shall have the right to object to the allowance of Claims with respect to which the Litigation Trustee disputes classification, liability or allowance in whole or in part. The Litigation Trustee shall have the authority to settle, in its sole discretion and without approval of the Bankruptcy Court, any and all such objections to Claims; *provided, however*, that the Litigation Trustee may not settle any objection to a Claim where the remaining claim amount after the settlement exceeds \$1,000,000 without approval of the Oversight Committee or the Bankruptcy Court.

## 6.2. Estimation of Claims

The Litigation Trustee may at any time request that the Bankruptcy Court estimate any contingent or unliquidated Claim pursuant to Section 502(c) of the Bankruptcy Code regardless of whether the Debtors or the Litigation Trustee previously have objected to such Claim or whether the Bankruptcy Court has ruled on any such objection. The Bankruptcy Court will retain jurisdiction to estimate any Claim at any time during litigation concerning any objection to any Claim, including, without limitation, during the pendency of any appeal relating to any such objection. Subject to the provisions of Section 502(j) of the Bankruptcy Code, in the event that the Bankruptcy Court estimates any contingent or unliquidated Claim, the amount so estimated shall constitute the maximum allowed amount of such Claim. If the estimated amount constitutes a maximum limitation on the amount of such Claim, the Litigation Trustee may pursue supplementary proceedings to object to the allowance of such Claim. All of the aforementioned objection, estimation and resolution procedures are intended to be cumulative and not necessarily exclusive of one another. Claims may be estimated and subsequently compromised, settled, withdrawn or resolved by any mechanism approved by the Bankruptcy Court.

## 6.3. Payments and Distributions on Disputed Claims

(a) Notwithstanding any provision hereof to the contrary, the Litigation Trustee may, in its reasonable discretion, pay the undisputed portion of a Disputed Claim. Notwithstanding the foregoing, the Litigation Trustee will set aside for each Disputed Claim such portion of Cash as may be necessary to provide required distributions if that Claim were an Allowed Claim, either based upon the amount of the Claim as filed with the Bankruptcy Court or the amount of the Claim as estimated by the Bankruptcy Court.

(b) At such time as a Disputed Claim becomes, in whole or in part an Allowed Claim, the Litigation Trustee shall distribute to the Holder thereof the distributions, if any, to which such Holder is then entitled under the Confirmation Order, the Plan or this Agreement. Such distribution, if any, will be made as soon as practicable after the date that the order or judgment of the Bankruptcy Court allowing such Disputed Claim becomes a Final Order. No interest will be paid on Disputed Claims that later become Allowed or with respect to any distribution in satisfaction thereof.

## 6.4. Prosecution of Litigation Trust Causes of Action

The Litigation Trustee, on behalf of the Litigation Trust, shall have the exclusive right to assert and prosecute in accordance with the Litigation Trustee's reasonable business judgment the Litigation Trust Causes of Action. The Litigation Trustee shall have the authority to settle and comprise, in its sole discretion and without approval of the Bankruptcy Court, any and all Litigation Trust Causes of Action; *provided, however*, that the Litigation Trustee may not settle any Litigation Trust Cause of Action where the initial amount of such Litigation Trust Cause of Action, without consideration of any defenses to the same, exceeds \$1,000,000 without the consent of the Oversight Committee or the approval of the Bankruptcy Court.



6.5 Payment of Litigation Trustee's Expenses in Connection with Objections to Claims and Prosecution of Disputed Claims

Notwithstanding any other provision of this Agreement or the establishment of the Litigation Trust Expense Fund, as set forth in section VII.A of the Plan, all reasonable fees and expenses incurred by the Litigation Trustee, on behalf of the Litigation Trust, including professional fees and expenses for counsel to the Litigation Trustee, with respect to objections to Claims and claims reconciliation shall be funded by the Reorganized Debtors within 30 days of submission of an invoice to the Reorganized Debtors via e-mail to Gary Barton, gbarton@alvarezandmarsal.com, Kristin Smith, ksmith@vprop.com, and counsel to the Reorganized Debtors. All such fees and expenses incurred by the Litigation Trustee with respect to objections to Claims and claims reconciliation shall not be paid from the Litigation Trust Expense Fund.

**ARTICLE VII.**  
**LIABILITY AND EXCULPATION PROVISIONS**

7.1. Exculpation/Indemnification

(a) The Litigation Trustee, the Litigation Trustee Professionals, the Litigation Trustee Non-Professionals, and the Litigation Trustee's affiliates, representatives, employees, directors, officers or principals, or members of the Oversight Committee in their capacities as such (collectively, the "**Covered Persons**") shall be, and hereby are, exculpated by all Persons, including the Litigation Trust Beneficiaries and any other holders of Claims, from any and all claims, causes of action and other assertions of liability arising out of the discharge of the powers and duties conferred upon them by the Plan, this Agreement, or any order of the Bankruptcy Court entered pursuant to, or in furtherance of, the Plan, or by applicable law, except for actions or omissions to act that are determined by a Final Order to have arisen out of fraud, gross negligence, or willful misconduct. No Person shall have, or be permitted to pursue, any claim or cause of action against any of the Covered Persons for making payments in accordance with this Agreement or the Plan, or for implementing any other provision of the Plan. To the fullest extent permitted by applicable law, the Litigation Trust shall: (i) indemnify, defend, and hold harmless the Covered Persons from and against any and all losses, claims, damages, liabilities and expenses, including, without limitation, reasonable attorneys' fees, disbursements and related expenses that the Covered Persons may incur or to which the Covered Persons may become subject in connection with any actions or inactions in their capacity as such, except for actions or inactions involving fraud, willful misconduct, or gross negligence; and (ii) the Covered Persons shall be entitled to obtain advances from the Litigation Trust to cover their reasonable fees and expenses incurred in defending any such actions or inactions. Any action taken, or omitted to be taken, with the express approval of the Bankruptcy Court, will conclusively be deemed not to constitute fraud, gross negligence, or willful misconduct. The foregoing exculpation and indemnity in respect of any Covered Person shall survive the termination of such Covered Person from the capacity for which they are indemnified and shall inure to the benefit of the Covered Persons' heirs and assigns.

(b) No holder of a Claim or other party-in-interest will have standing or otherwise be permitted to pursue any claim or cause of action against the Covered Persons for

making payments in accordance with the Confirmation Order, the Plan or this Agreement, or for implementing the provisions of the Confirmation Order, the Plan, or this Agreement.

7.2. Reliance by Litigation Trustee

Except as otherwise provided herein:

(a) the Litigation Trustee may rely, and shall be protected in acting upon, any resolution, certificate, statement, installment, opinion, report, notice, request, consent, order, or other paper or document reasonably believed to be genuine and to have been signed or presented by the proper party or parties;

(b) the Litigation Trustee shall not be liable for any action reasonably taken or not taken by him in accordance with the advice of a Litigation Trustee Professional; and

(c) persons or entities dealing with the Litigation Trustee shall look only to the Litigation Trust Expense Fund to satisfy any liability incurred by the Litigation Trustee to such person or entity in carrying out the terms of this Agreement, and the Litigation Trustee shall not have any personal obligation to satisfy any such liability, except to the extent that actions taken or not taken after the Effective Date by the Litigation Trustee are determined by a Final Order to be solely due to the Litigation Trustee's own gross negligence, willful misconduct, fraud or breach of fiduciary duty.

**ARTICLE VIII.**  
**ESTABLISHMENT OF THE LITIGATION TRUST**

8.1. Transfer of Assets to Litigation Trust; Assumption of Liabilities

Pursuant to the Plan, the Debtors and the Litigation Trustee hereby establish the Litigation Trust on behalf of the Litigation Trust Beneficiaries, to be treated as the grantors and deemed owners of the Litigation Trust Assets. The Debtors hereby transfer, assign, and deliver to the Litigation Trust, on behalf of the Litigation Trust Beneficiaries, all of their right, title, and interest in the Litigation Trust Assets, including the Litigation Trust Causes of Action, free and clear of any liens, claims or encumbrances, notwithstanding any prohibition of assignability under applicable non-bankruptcy law. Such transfer includes, but is not limited to, all rights to assert or otherwise exercise any attorney-client privilege, work product protection or other privilege, immunity, or confidentiality provision vested in, or controlled by, the Debtors or their estates in respect of the Litigation Trust Assets. The Litigation Trustee agrees to accept and hold the Litigation Trust Assets in the Litigation Trust for the benefit of the Litigation Trust Beneficiaries, subject to the terms of the Confirmation Order, the Plan, and this Agreement.

8.2. Title to Assets

(a) Notwithstanding any prohibition of assignability under applicable non-bankruptcy law, all Litigation Trust Assets shall vest in the Litigation Trust in accordance with Section 1141 of the Bankruptcy Code. Upon the transfer of the Litigation Trust Assets to the Litigation Trust, the Debtors shall have no interest in or with respect to such Litigation Trust Assets

or the Litigation Trust. The Litigation Trustee shall have no authority to bind the Debtors or Reorganized Debtors in any manner except with respect to the Litigation Trust Assets.

(b) For all federal income tax purposes, all Parties and Litigation Trust Beneficiaries shall treat the transfer of the Litigation Trust Assets by the Debtors to the Litigation Trust, as set forth in this Article VIII and in the Plan, as a transfer of such assets by the Debtors to the Litigation Trust Beneficiaries entitled to distributions under this Agreement followed by a transfer by such Litigation Trust Beneficiaries to the Litigation Trust. Thus, the Litigation Trust Beneficiaries shall be treated as the grantors and owners of a grantor trust for federal income tax purposes as set forth hereinabove in the recitals.

## **ARTICLE IX.**

### **LITIGATION TRUST BENEFICIARIES**

#### **9.1. Identification of Litigation Trust Beneficiaries**

In order to determine the actual names and addresses of the Litigation Trust Beneficiaries, the Litigation Trustee shall be entitled, but not required, to conclusively rely on the names and addresses set forth in the Debtors' Schedules, books and records or filed proofs of claim. Each Litigation Trust Beneficiary's right to distribution from the Litigation Trust shall be that accorded to such Litigation Trust Beneficiary under the Plan.

## **ARTICLE X.**

### **ADMINISTRATION**

#### **10.1. Purpose of the Litigation Trust**

The Litigation Trust shall be established for the primary purpose of liquidating its assets, in accordance with Treasury Regulation section 301.7701-4(d), with no objective to continue or engage in the conduct of a trade or business, except to the extent reasonably necessary to, and consistent with, the liquidating purpose of the Litigation Trust. Accordingly, the Litigation Trustee shall, in an expeditious but orderly manner, liquidate and convert to Cash the Litigation Trust Assets, make timely distributions to the Litigation Trust Beneficiaries on account of their Litigation Trust Interests and not unduly prolong its duration, and shall take or refrain from taking such other actions as may be necessary, in the Litigation Trustee's reasonable judgment, to preserve and maintain the status of the Litigation Trust as a "liquidating trust" and as a "grantor trust" within the meaning of Treasury Regulation sections 301.7701-4(d) and 1.671-4(a). The Litigation Trust shall not be deemed a successor-in-interest of the Debtors for any purpose other than as specifically set forth in this Agreement. The Litigation Trust also shall not be deemed a successor-in-interest of the Litigation Trust Beneficiaries for any purpose other than as specifically set forth in this Agreement or the Plan.

#### **10.2. Books and Records**

The Litigation Trustee shall maintain books and records relating to the administration of the Litigation Trust Causes of Action and the distribution by the Litigation Trustee of the proceeds therefrom in such detail and for such period of time as may be necessary to make full and proper accounting in respect thereof and to comply with applicable provisions of

law. The Litigation Trustee shall also maintain books and records relating to the administration of the Litigation Trust Assets (including the Trust Causes of Action), the income and expenses of the Litigation Trust, and the payment of expenses and liabilities of, claims against or assumed by, the Litigation Trust in such detail and for such period of time as may be necessary to make full and proper accounting in respect thereof and to comply with applicable provisions of law. Except as otherwise provided herein or in the Plan, nothing in this Agreement requires the Litigation Trustee to file any accounting or seek approval of any court with respect to the administration of the Litigation Trust, or as a condition for making any payment or distribution out of the Litigation Trust Assets. The Litigation Trustee shall provide such additional statements, reports, submissions, and information to the Oversight Committee as may reasonably be requested, including without limitation, periodic updates on the status of the Litigation Trust, its assets, and the projected timing of future distributions (to the extent known by the Litigation Trustee).

### 10.3. Compliance with Laws

Any and all distributions of Litigation Trust Assets shall comply with all applicable laws and regulations, including, but not limited to, applicable federal and state tax and securities laws.

## **ARTICLE XI. SUCCESSOR LITIGATION TRUSTEE**

### 11.1. Successor Litigation Trustee

In the event the Litigation Trustee is removed by the Bankruptcy Court or the Oversight Committee, resigns pursuant to this Agreement, or otherwise vacates its position, a successor Litigation Trustee shall be appointed by the Oversight Committee without need for approval of the Bankruptcy Court. If a successor Litigation Trustee is not so appointed, the Bankruptcy Court shall appoint a successor in accordance with the best interests of the Litigation Trust Beneficiaries. Any successor Litigation Trustee appointed hereunder shall execute an instrument accepting such appointment. Thereupon, such successor Litigation Trustee shall, without any further act, become vested with all the estates, properties, rights, powers, trusts and duties of its predecessor in the Litigation Trust with like effect as if originally named herein; *provided, however*, that a removed or resigning Litigation Trustee shall, nevertheless, when requested in writing by the successor Litigation Trustee, execute and deliver any reasonable instrument or instruments conveying and transferring to such successor Litigation Trustee all the estates, properties, rights, powers, and trusts of such removed or resigning Litigation Trustee.

## **ARTICLE XII. DISPUTED CLAIMS RESERVES**

### 12.1. Disputed Claims Reserves

The Litigation Trustee shall maintain the Disputed Claims Reserve as set forth in the Plan and shall distribute such amounts (net of any expenses, including any taxes relating thereto), as provided in the Plan and the Confirmation Order, as such Disputed Claims are resolved, and such amounts shall be distributable in respect of such Disputed Claim as such amounts would have been distributable had the Disputed Claim been Allowed Claim as of the Effective Date.

### **ARTICLE XIII.** **REPORTING**

#### **13.1. Required Plan Reporting**

The Litigation Trustee shall comply with any reporting requirements set forth in the Confirmation Order and/or the Plan.

#### **13.2. Federal Income Tax**

(a) **Grantor Trust Status.** Subject to definitive guidance from the Internal Revenue Service or a court of competent jurisdiction to the contrary (including the issuance of applicable Treasury Regulations, the receipt by the Litigation Trustee of a private letter ruling if the Litigation Trustee so requests one, or the receipt of an adverse determination by the IRS upon audit if not contested by the Litigation Trustee), the Litigation Trustee shall file tax returns for the Litigation Trust as a grantor trust pursuant to Treasury Regulation section 1.671-4(a).

(b) **Treatment of Litigation Trust Beneficiaries as Grantors.** Subject to the provisions of Section 13.2(a) hereof, (i) for federal income tax purposes, the Litigation Trust Beneficiaries shall be treated as grantors and owners of the Litigation Trust for each tax return filed by the Litigation Trustee as a grantor trust; and (ii) each of the Litigation Trust Beneficiaries shall be responsible for payment of any federal income tax with respect to its share of the taxable income of the Litigation Trust for any taxable year determined pursuant to Section 13.2(c), whether or not a reserve is established for disputed claims.

(c) **Allocations of Litigation Trust Taxable Income.** Subject to the provisions of Section 13.2(a) hereof, allocations of Litigation Trust taxable income shall be determined by reference to the manner in which an amount of cash equal to such taxable income would be distributed (without regard to any restriction on distributions described herein) if, immediately prior to such deemed distribution, the Litigation Trust had distributed all of its other assets (valued for this purpose at their tax book value) to the Litigation Trust Beneficiaries (treating any holder of a Disputed Claim, for this purpose, as a current Litigation Trust Beneficiary entitled to distributions), taking into account all prior and concurrent distributions from the Litigation Trust (including any distributions held in the Disputed Claims Reserve pending the resolution of Disputed Claims). Similarly, taxable losses of the Litigation Trust will be allocated by reference to the manner in which an economic loss would be borne immediately after a liquidating distribution of the remaining Litigation Trust Assets. The tax book value of the Litigation Trust Assets for this purpose shall equal their fair market value on the Effective Date or, if later, the date such assets were acquired by the Litigation Trust, adjusted in either case in accordance with tax accounting principles prescribed by the IRC, the Treasury Regulations and any other applicable administrative and judicial authorities and pronouncements.

(d) **Tax Reporting Duties of Litigation Trustee.** In compliance with the IRC and the regulations thereunder, the Litigation Trustee shall prepare and distribute a statement setting forth the information necessary for each of the Litigation Trust Beneficiaries to determine each of its share of items of income, gain, loss, deduction or credit for United States federal income tax purposes.

### 13.3. Other

The Litigation Trustee shall file (or cause to be filed) any other statement, returns or disclosures relating to the Litigation Trust or the Litigation Trust Assets, that are required by the Internal Revenue Service or any other governmental unit.

## **ARTICLE XIV.** **TRANSFER OF LITIGATION TRUST BENEFICIARIES' INTERESTS**

### 14.1. Transfer of Litigation Trust Beneficiaries' Interests

The Litigation Trust Interests that are owned by the Litigation Trust Beneficiaries shall not be certificated. The Litigation Trustee may make distributions and send communications to Litigation Trust Beneficiaries based on its books and records identifying holders of Claims as of the Distribution Record Date as set forth in the Plan, and in so doing the Litigation Trustee shall be fully protected and incur no liability to any purported transferee or any other person or entity.

## **ARTICLE XV.** **LITIGATION TRUSTEE PROFESSIONALS** **AND NON-PROFESSIONALS**

### 15.1. Retention of Litigation Trustee Professionals and Non-Professionals

(a) In consultation with the Oversight Committee, the Litigation Trustee shall have the right to retain its own professionals including, without limitation, claims, disbursing and transfer agents, legal counsel, accountants, experts and other agents or advisors, as the Litigation Trustee deems appropriate (the “**Litigation Trustee Professionals**”) and on such terms as the Litigation Trustee deems appropriate. The Litigation Trustee Professionals shall be compensated in accordance with Section 15.2 hereof. The Litigation Trustee Professionals so retained need not be “disinterested” as that term is defined in the Bankruptcy Code and may include, without limitation, counsel and financial advisors to the Debtors or the Committee.

(b) The Litigation Trustee shall have the right to retain non-professionals including, without limitation, employees, independent contractors or other agents as the Litigation Trustee deems appropriate (the “**Litigation Trustee Non-Professionals**”) and on such terms as the Litigation Trustee deems appropriate. Such Litigation Trustee Non-Professionals shall be compensated in accordance with Section 15.2 hereof. The Litigation Trustee Non-Professionals so retained need not be “disinterested” as that term is defined in the Bankruptcy Code and may include, without limitation, employees, independent contractors or agents to the Debtors or the Committee.

### 15.2. Payment to Litigation Trustee Professionals and Litigation Trustee Non-Professionals

(a) After the Effective Date, Litigation Trustee Professionals shall be required to submit reasonably detailed invoices on a monthly basis to the Litigation Trustee and the Oversight Committee, including in such invoices a description of the work performed, who performed such work, and if billing on an hourly basis, the hourly rate of each such person, plus

an itemized statement of expenses. The Litigation Trustee and the Oversight Committee shall have ten (10) days after receipt of any such invoice to advise the Litigation Trustee Professional in writing of any objections to the invoice. If no objection to the invoice is made within that time period, then the Litigation Trustee shall pay that invoice, without Bankruptcy Court approval. If there is a dispute as to a part of an invoice, the Litigation Trustee shall pay the undisputed portion and the Bankruptcy Court shall resolve any disputed amount; *provided, however*, that the parties shall first attempt to resolve the dispute before submitting the dispute to the Bankruptcy Court for resolution.

(b) After the Effective Date, Litigation Trustee Non-Professionals shall be required to submit to the Litigation Trustee and the Oversight Committee periodic invoices containing information with sufficient detail to assess the reasonableness of the fees and charges. The Litigation Trustee and the Oversight Committee shall have ten (10) days after receipt of any such invoice to advise the Litigation Trustee Non-Professional in writing of any objections to the invoice. If no objection to the invoice is made within that time period, then the Litigation Trustee shall pay that invoice, without Bankruptcy Court approval. If there is a dispute as to a part of an invoice, the Litigation Trustee shall pay the undisputed portion and the Bankruptcy Court shall resolve any disputed amount; *provided, however*, that the parties shall first attempt to resolve the dispute before submitting the dispute to the Bankruptcy Court for resolution.

(c) All payments to Litigation Trustee Professionals or Litigation Trustee Non-Professionals shall be paid out of the Litigation Trust Expense Fund.

## **ARTICLE XVI.**

### **TERMINATION OF LITIGATION TRUST**

#### **16.1. Duration and Extension**

Notwithstanding any provision of the Plan to the contrary, the Litigation Trust will terminate as soon as practicable, but in no event later than the fifth (5th) anniversary of the Effective Date; *provided, however*, that, the Bankruptcy Court, upon motion by a party-in-interest within the six (6) month period prior to the fifth (5th) anniversary (or within the six (6) months prior to the end of an extension period), may extend the term of the Litigation Trust for a finite period (not to exceed an additional three (3) years, together with any prior extensions, without a favorable ruling from the IRS that any further extension would not adversely affect the status of the Litigation Trust as a grantor trust for federal income tax purposes) if such an extension is warranted by the facts and based upon a finding that such an extension is necessary to the liquidating purpose of the Litigation Trust, *provided further*, adequate funding exists for such extension period as determined by the Bankruptcy Court.

#### **16.2. Diligent Administration**

The Litigation Trustee shall, as applicable, (i) not unduly prolong the duration of the Litigation Trust; (ii) at all times endeavor to resolve, settle or otherwise dispose of all claims that constitute Litigation Trust Assets; (iii) effect the liquidation and distribution of the Litigation Trust Assets to the Litigation Trust Beneficiaries in accordance with the terms hereof, and (iv) endeavor to terminate the Litigation Trust as soon as reasonably practicable.

**ARTICLE XVII.  
AMENDMENT AND WAIVER**

17.1. Amendment and Waiver.

Any substantive provision of this Agreement may be materially amended or waived only with the written consent of the Litigation Trustee and the Oversight Committee or by order of the Bankruptcy Court if necessary to implement the Plan; *provided, however*, that no change may be made to this Agreement that would adversely affect the federal income tax status of the Litigation Trust as a “grantor trust.” Technical or non-material amendments to or waivers of portions of this Agreement may be made as necessary, to clarify this Agreement or to enable the Litigation Trust to effectuate the terms of this Agreement, with the consent of the Litigation Trustee.

**ARTICLE XVIII.  
MISCELLANEOUS PROVISIONS**

18.1. Intention of Parties to Establish Grantor Trust

This Agreement is intended to create a grantor trust for United States federal income tax purposes and, to the extent provided by law, shall be governed and construed in all respects as a grantor trust.

18.2. Preservation of Privilege

Pursuant to Article IV.P of the Plan, in connection with the vesting and transfer of Litigation Trust Causes of Action, any attorney-client privilege, work-product privilege, or other privilege or immunity attaching to any documents or communications (whether written, electronic or oral) to the extent related to the Litigation Trust Causes of Action shall be shared by the Litigation Trust and the Reorganized Debtors and shall vest in the Litigation Trustee and attorneys, agents, and representatives to the extent necessary to effect such shared privilege. The Debtors or the Reorganized Debtors, as the case may be, and the Litigation Trustee are authorized to take all necessary actions to effectuate the sharing and vesting of such privileges, protections and immunities. In connection with the prosecution and/or investigation of the Litigation Trust Causes of Action by the Litigation Trustee, any and all directors, officers, employees, counsel, agents, or attorneys-in-fact, of the Debtors or Reorganized Debtors, cannot assert any shared privilege, or other privilege or immunity attaching or relating to any documents or communications (of any kind, whether written or oral, electronic or otherwise) shared by the Reorganized Debtors and the Litigation Trust to otherwise prevent, hinder, delay, or impede production or discussion of documents or communications requested by the Litigation Trustee in discovery (whether formal or informal, and including without limitation, depositions, written discovery, and interviews). The Debtors and the Litigation Trustee shall take all necessary actions to protect the transfer of such privileges, protections and immunities.



18.3. Standing

The Litigation Trust and the Litigation Trustee shall have standing to object to Claims against the Debtors' estates and to assert and prosecute the Litigation Trust Causes of Action, and shall stand in the shoes of the Debtors with respect thereto.

18.4. Prevailing Party

Subject to Section 7.1 hereof, if the Litigation Trustee or the Litigation Trust, as the case may be, is the prevailing party in a dispute regarding the provisions of this Agreement or the enforcement thereof, then such prevailing party shall be entitled to collect any and all costs, expenses and fees, including attorneys' fees, from the non-prevailing party incurred in connection with such dispute or enforcement action.

18.5. Confidentiality

The Litigation Trustee, and each of his employees, members, agents, professionals and advisors, including the Litigation Trustee Professionals and Litigation Trustee Non-Professionals, and members of the Oversight Committee (each a "**Confidential Party**" and collectively the "**Confidential Parties**") shall hold strictly confidential and not use for personal gain any material, non-public information of which they have become aware in their capacity as a Confidential Party, of or pertaining to any Entity to which any of the Litigation Trust Assets relates; *provided, however*, that such information may be disclosed if (a) it is now or in the future becomes generally available to the public other than as a result of a disclosure by the Confidential Parties, or (b) such disclosure is required of the Confidential Parties pursuant to legal process including but not limited to subpoena or other court order or other applicable laws or regulations. In the event that any Confidential Party is requested to divulge confidential information pursuant to this subparagraph (b), such Confidential Party shall promptly, in advance of making such disclosure, provide reasonable notice of such required disclosure to the Litigation Trustee to allow him sufficient time to object to or prevent such disclosure through judicial or other means and shall cooperate reasonably with the Litigation Trustee in making any such objection, including but not limited to appearing in any judicial or administrative proceeding in support of any objection to such disclosure.

18.6. Laws as to Construction

This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, without giving effect to rules governing the conflict of law.

18.7. Severability

If any provision of this Agreement or the application thereof to any person or entity or circumstance shall be finally determined by a court of competent jurisdiction to be invalid or unenforceable to any extent, the remainder of this Agreement, or the application of such provision to persons or entities or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and shall be valid and enforceable to the fullest extent permitted by law.

#### 18.8. Oversight Committee

In furtherance of the Plan, on the Effective Date, the Oversight Committee shall be established to oversee the implementation of the Plan. The Oversight Committee shall have access to the Litigation Trustee and the right to consult with and, to the extent provided in this Agreement, direct the Litigation Trustee in connection with the administration and implementation of the Plan on and after the Effective Date as set forth in this Agreement. The Oversight Committee shall initially consist of two members designated by the Committee prior to the Effective Date and one member designated by the Term Loan Lenders (as defined in the Plan) prior to the Effective Date. The Oversight Committee shall adopt by-laws that will govern its activities and govern the voting of all actions of the Oversight Committee hereunder. The Oversight Committee by-laws shall be substantially similar to the by-laws governing the Committee (except with respect to voting procedures where the by-laws shall be the same). Members of the Oversight Committee shall not be compensated for performance of their duties in connection with the Oversight Committee.

#### 18.9. Notices

Any notice or other communication hereunder shall be in writing and shall be deemed to have been sufficiently given, for all purposes, if delivered by electronic mail (at the addresses set forth below) and deposited, postage prepaid, in a post office or letter box addressed to the person or entity (or their successors or replacements) for whom such notice is intended at such address as set forth below, or such other addresses as may be filed with the Bankruptcy Court:

##### **Litigation Trustee:**

Ankura Trust Company  
Attn: James McGinley and Scott Rinaldi  
140 Sherman Street, 4th Floor  
Fairfield, CT 06824  
James.McGinley@ankura.com  
Scott.Rinaldi@ankura.com

#### 18.10. Notices if to Litigation Trust Beneficiaries

Any notice or other communication hereunder shall be in writing and shall be deemed to have been sufficiently given, for all purposes, if deposited, postage prepaid, in a post office or letter box addressed to the person or entity for whom such notice is intended, or via electronic mail, to the name and address set forth on such Beneficiary's proof of claim or such other notice filed with the Bankruptcy Court, or if none of the above has been filed, to the address set forth in the Debtors' Schedules or books and records or provided to the Litigation Trustee pursuant to Section 14.1.

#### 18.11. Survivability

Notwithstanding any provision of the Plan to the contrary, the terms and provisions of this Agreement shall remain fully binding and enforceable notwithstanding any vacancy in the position of the Litigation Trustee.

18.12. Headings

The section headings contained in this Agreement are solely for the convenience of reference and shall not affect the meaning or interpretation of this Agreement or of any term or provision hereof.

18.13. Conflicts with Plan Provisions

Except as otherwise expressly stated herein, if any of the terms and/or provisions of this Agreement conflict with the terms and/or provisions of the Plan, then the Plan shall govern, *provided, however*, that if any inconsistencies or clarifications are in furtherance of the Litigation Trust's qualification as a grantor trust for federal income tax purposes, then the terms and/or provisions of the Litigation Trust shall govern.

*[Remainder of Page Intentionally Left Blank]*

IN WITNESS WHEREOF, the Parties hereto have either executed and acknowledged this Agreement, or caused it to be executed and acknowledged on their behalf by their duly authorized officers all as of the date first above written.

LITIGATION TRUSTEE

By: \_\_\_\_\_

VISTA PROPPANTS AND LOGISTICS, LLC

By: \_\_\_\_\_

VPROP OPERATING, LLC

By: \_\_\_\_\_

LONESTAR PROSPECTS MANAGEMENT,  
L.L.C.

By: \_\_\_\_\_

MAALT SPECIALIZED BULK, LLC

By: \_\_\_\_\_

LONESTAR PROSPECTS, LTD.

By: \_\_\_\_\_

DENETZ LOGISTICS, LLC

By: \_\_\_\_\_

MAALT, LP

By: \_\_\_\_\_

Exhibit A

Engagement Letter

**Exhibit 18**

## UNSECURED PROMISSORY NOTE

U.S. \$250,000

Dated: October [●], 2020

FOR VALUE RECEIVED, the undersigned, Vista Litigation Trust (the “Payor”), a liquidating trust established in accordance with the *Third Amended Joint Plan of Reorganization of Vista Proppants and Logistics, LLC, et al., Pursuant to Chapter 11 of the Bankruptcy Code*, dated September 14, 2020 (including all exhibits and supplements thereto, as the same may be further amended, modified, or supplemented from time to time, the “Plan”), hereby unconditionally promises to pay to the order of VPROP Operating, LLC, a Delaware limited liability company (the “Payee”), the principal sum of TWO HUNDRED AND FIFTY THOUSAND AND NO/100 DOLLARS (\$250,000.00) in lawful money of the United States of America, such amount representing the original aggregate principal amount of the loan evidenced hereby (the “Loan”) owed by the Payor to the Payee pursuant to this Unsecured Promissory Note (as the same may be amended, restated, supplemented or otherwise modified from time to time, this “Note”). Capitalized terms used herein and not otherwise defined herein or when first used shall have the meanings set forth in the Plan.

This Note is being made by Payor pursuant to the Plan.

### **Section 1.     Repayment; Interest; Prepayment.**

(a)     Within [ ] days following Payor’s receipt of any net cash proceeds from Litigation Trust Causes of Action (other than from the PlainsCapital Recovery), Payor shall repay the principal amount of this Note, together with accrued interest thereon, in an amount equal to such net cash proceeds until the principal balance hereof is paid in full.

(b)     The Payor promises to pay interest on the unpaid principal amount of the Loan from the date hereof until such principal amount is paid in full. Upon any repayment of principal of the Loan, accrued interest on the principal amount repaid shall be payable on the date of such repayment. Interest shall be computed on the basis of a 365-day year for the actual number of days elapsed at a per annum rate equal to [ ] percent [( )%].<sup>1</sup>

(c)     The indebtedness evidenced hereby may be prepaid in whole or in part at any time and from time to time without premium or penalty, together with accrued interest thereon through the date of prepayment.

(d)     All payments of principal and interest in respect of the Loan shall be made payable to the Payee in lawful money of the United States of America for the Payee’s account at such place as shall be designated by the Payee for such purpose.

(e)     THE PAYOR WAIVES ANY AND ALL REQUIREMENTS OF DEMAND, PRESENTMENT, PROTEST, NOTICE OF DISHONOR OR FURTHER NOTICE OF ANY

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<sup>1</sup> NTD: Insert short term Applicable Federal Rate (AFR) as of the date the Loan is made.



KIND IN CONNECTION WITH THIS NOTE. All payments made by, or on behalf of, the Payor hereunder will be made without setoff, counterclaim or other defense.

(f) Should any payment of principal or interest become due and payable on any day other than a Business Day ("Business Day" being any day not a Saturday, Sunday or legal holiday in Dallas, Texas), the maturity thereof shall be extended to the next succeeding Business Day and interest shall continue to accrue at the applicable rate until such payment is made.

(g) The Payee is hereby authorized to record all loans and advances made by it to the Payor (all of which shall be evidenced by this Note), and all repayments or prepayments thereof, in its books and records, such books and records constituting prima facie evidence of the accuracy of the information contained therein.

**Section 2.** Covenant. From time to time, the Payor agrees that the Payor will cooperate with the Payee and will execute and deliver, or cause to be executed and delivered, all such further instruments and documents, and will take all such further actions, as the Payee may reasonably request in order to carry out the provisions and purposes of this Note.

**Section 3.** GOVERNING LAW. **THIS NOTE IS BEING EXECUTED AND DELIVERED AND IS INTENDED TO BE PERFORMED IN THE STATE OF TEXAS. THIS NOTE AND ALL ISSUES AND CLAIMS ARISING IN CONNECTION WITH OR RELATING TO THIS NOTE, INCLUDING BUT WITHOUT LIMITATION, ALL CONTRACT, TORT, EQUITY, OR OTHER CLAIMS OR COUNTERCLAIMS SHALL BE GOVERNED AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS (WITHOUT CONSIDERATION OF ITS CONFLICTS OF LAWS RULES) AND THE APPLICABLE LAWS OF THE UNITED STATES OF AMERICA.**

**Section 4.** Consent to Jurisdiction; Service of Process. Any legal action or proceeding with respect to this Note shall be brought in the Bankruptcy Court and, by execution and delivery of this Note, the Payor hereby accepts for itself and in respect of its property, generally and unconditionally, the jurisdiction of the aforesaid court. The Payor further irrevocably consents to the service of process out of the Bankruptcy Court in any action or proceeding by the mailing of copies thereof by registered or certified mail, postage prepaid, to the Payor at its address designated below, such service to become effective seven days after such mailing. Nothing herein shall affect the right of the Payee or any holder of this Note to serve process in any other manner permitted by law or to commence legal proceedings or otherwise proceed against the Payor in any other jurisdiction. The Payor hereby irrevocably waives any objection which it may now or hereafter have to the laying of venue of any of the aforesaid actions or proceedings arising out of or in connection with this Note brought in the Bankruptcy Court and hereby further irrevocably waives and agrees not to plead or claim in such court that any such action or proceeding brought in such court has been brought in an inconvenient forum.

**Section 5.** Successors and Assigns. Whenever in this Note reference is made to the Payee or the Payor, such reference shall be deemed to include, as applicable, a reference to their respective successors and assigns. The Payee may freely assign all or any portion of its rights, obligations or agreements under this Note without the Payor's consent. The Payor may not assign any portion of its rights, obligations or agreements under this Note without the Payee's prior

written consent. The provisions of this Note shall be binding upon and shall inure to the benefit of said successors and assigns.

**Section 6.** Severability. If any term of this Note shall be held to be invalid, illegal or unenforceable, the validity of all other terms hereof shall in no way be affected thereby, and this Note shall be construed and be enforceable as if such invalid, illegal or unenforceable term had not been included herein.

**Section 7.** Headings. Section headings in this Note are for convenience of reference only, and shall not govern the interpretation of any of the provisions of this Note.

**Section 8.** Notices. Any notice, communication, request, reply or advice or other notice pertaining to this Note to be given, made or accepted by either party to the other shall be made (a) if to the Payor, addressed to the Litigation Trustee in accordance with Section 18.9 of the Litigation Trust Agreement and (b) if to the Payee, in writing and delivered by hand or overnight courier service or mailed by certified or registered mail at its address below or as otherwise permitted by the Plan or the Litigation Trust Agreement.

If to the Payee:                      VPROP Operating, LLC  
4413 Carey Street  
Fort Worth, TX 76119  
Attention:     [General Counsel]

With a copy to:

Haynes and Boone, LLP  
2323 Victory Avenue  
Suite 700  
Dallas, Texas 75129  
Attention: Sakina Foster

**Section 9.** Amendments. This Note may be amended only by a written instrument duly executed by each of the Payee and the Payor.

**Section 10.** Counterparts. This Note may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

**Section 11.** No Conflict. Except as otherwise expressly stated herein, if any of the terms and/or provisions of this Note conflict with the terms and/or provisions of the Plan, then the Plan shall govern.

[REMAINDER OF THIS PAGE INTENTIONALLY BLANK]

IN WITNESS WHEREOF, this Note has been executed and delivered as of the date first written above.

**Payor:**

**VISTA LITIGATION TRUST**

By: Its Litigation Trustee

\_\_\_\_\_  
Name:

Acknowledged and Accepted:

**Payee:**

**VPROP OPERATING, LLC**

By: \_\_\_\_\_

Name: Kristin W. Smith

Title: Chief Financial Officer

**Exhibit 19**

**Exhibit 10**

**Identity of Litigation Trustee**

Litigation Trustee Selected by the Committee: **Ankura Trust Company.**

Members of the Oversight Committee Selected by the Committee: **Trinity Industries Leasing Co. and Twin Eagle Sand Logistics, LLC.**

**Exhibit 20**

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.,<sup>1</sup> § Case No. 20-42002 (ELM)  
§  
Debtors. § Jointly Administered

**CERTIFICATE OF SERVICE**

1. I, Angela M. Nguyen, depose and say that I am employed by Kurtzman Carson Consultants LLC (“KCC”), the claims, noticing and solicitation agent for the Debtors in the above-captioned case. I submit this Certificate in connection with the service of solicitation materials for the *Second Amended Joint Plan of Reorganization of Vista Proppants and Logistics, LLC, et al., Pursuant to Chapter 11 of the Bankruptcy Code* [Docket No. 401] (the “**Plan**”). I am over the age of 18 and not a party to this action. Except as otherwise noted, I could and would testify to the following based upon my personal knowledge.

2. On June 12, 2020, the Court entered the *Order Granting Debtors’ Emergency Application for Authorization to Retain and Employ Kurtzman Carson Consultants LLC as Claims, Noticing and Solicitation Agent* [Docket No. 70].

3. Consistent with its retention as claims, noticing and solicitation agent, KCC is charged with, among other things, the duty of printing and distributing Solicitation Packages<sup>2</sup> to creditors and other interested parties pursuant to the solicitation and voting procedures included in the *Order Granting Debtors’ Motion for Entry of an Order (I) Approving the Disclosure Statement, (II) Fixing a Record Date, (III) Approving Cure Procedures, (IV) Approving Solicitation Procedures, (V) Approving Form of Ballot and Establishing Notice and Objection Procedures with Respect to Confirmation of the Debtors’ Chapter 11 Plan of Reorganization* [Docket No. 405] (the “**Disclosure Statement Approval Order**”) which the Court entered on August 19, 2020.

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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 OpCo”); 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 Terms not otherwise defined herein shall have the same meanings ascribed to them in the Disclosure Statement Order.



2042002200827000000000005



4. The Solicitation Package consists of the following materials (the “**Solicitation Package**”):

- a. the *Notice of (I) Approval of Disclosure Statement; (II) Establishment of Voting Record Date; (III) Approving Cure Procedures; (IV) Hearing on Confirmation of the Chapter 11 Plan of the Debtors; (V) Procedures for Objecting to the Confirmation of the Plan; and (VI) Procedures and Deadline for Voting on the Plan* [Docket No. 406] (the “**Confirmation Hearing Notice**”);
- b. a customized copy of the appropriate customized Ballot(s) and voting instructions for the voting class in which the creditor is entitled to vote:
  - i. Class 3 Ballot (Term Loan Secured Claims) (“**Class 3 Ballot**”) substantially in the form attached as Exhibit 1 to the Disclosure Statement Order);
  - ii. Class 6 Ballot (General Unsecured Claims) (“**Class 6 Ballot**”) (substantially in the form attached as Exhibit 2 to the Disclosure Statement Order);
- c. a pre-addressed, postage pre-paid return envelope (the “**Return Envelope**”)
- d. Letter from the Official Committee of Unsecured Creditors (the “**Committee Letter**”);
- e. Letter from the Debtors in support of the Plan (the “**Debtors’ Plan Support Letter**”)

5. The package for Non-Voting Classes 1, 2, 4, 5, 7, 8 and 9 (“**Non-Voting Package**”) consists of the following documents:

- a. the Notice of Confirmation Hearing;
- b. the *Notice of Non-Voting Status with Respect to Impaired Classes* (the “**Impaired Non-Voting Status Notice**”) (substantially in the form attached as Exhibit 4 to the Disclosure Statement Approval Order); and
- c. the *Notice of Non-Voting Status with Respect to Unimpaired Classes* (the “**Unimpaired Non-Voting Status Notice**”) (substantially in the form attached as Exhibit 5 to the Disclosure Statement Approval Order)

6. On August 20, 2020, at my direction and under my supervision, employees of KCC caused the Solicitation Package, including a Class 3 Ballot, Confirmation Hearing Notice, Return Envelope, Committee Letter and Debtors’ Plan Support Letter to be served via First Class Mail to the parties on the service list attached hereto as **Exhibit A**.

7. On August 20, 2020, at my direction and under my supervision, employees of KCC caused the Solicitation Package, including a Class 6 Ballot, Confirmation Hearing Notice, Return Envelope, Committee Letter and Debtors' Plan Support Letter to be served via First Class Mail to the parties on the service list attached hereto as **Exhibit B**.

8. On August 20, 2020, at my direction and under my supervision, employees of KCC caused the Non-Voting Package, including an Unimpaired Non-Voting Status Notice, Confirmation Hearing Notice and Return Envelope to be served via First Class Mail to the parties on the service list attached hereto as **Exhibit C**.

9. On August 20, 2020, at my direction and under my supervision, employees of KCC caused the Non-Voting Package, including an Impaired Non-Voting Status Notice, Confirmation Hearing Notice and Return Envelope to be served via First Class Mail to the parties on the service list attached hereto as **Exhibit D**.

10. On August 20, 2020, at my direction and under my supervision, employees of KCC caused the Confirmation Hearing Notice to be served via First Class Mail to the parties on the service list attached hereto as **Exhibit E** and **Exhibit F**.

11. On August 18, 2020, a true and copy of the Plan and *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* [Docket No. 402] (the "**Disclosure Statement**") was served by electronic transmission upon all parties eligible to receive services through this Court's CM/ECF system.

12. On August 19, 2020, a true and copy of the Confirmation Hearing Notice was served by electronic transmission upon all parties eligible to receive services through this Court's CM/ECF system.

Dated: August 27, 2020

/s/ Angela M. Nguyen

Angela M. Nguyen  
KCC  
222 N Pacific Coast Highway, 3rd Floor  
El Segundo, CA 90245  
Tel 310.823.9000

## Exhibit A

CreditorName	CreditorNoticeName	Address1	Address2	City	State	Zip
AC American Fixed Income IV, L.P.	Attn General Counsel	245 Park Avenue	44th Floor	New York	NY	10167
AG Energy Funding, LLC	Attn General Counsel	245 Park Avenue		New York	NY	10167
Ares Capital Corp.		245 Park Avenue	44th Floor	New York	NY	10167
Ares Capital CP Funding, LLC	Attn General Counsel	245 Park Avenue	44th Floor	New York	NY	10167
Ares Centre Street Partnership LP	Attn General Counsel	245 Park Avenue	44th Floor	New York	NY	10167
Federal Insurance Company (DL)	Attn General Counsel	245 Park Avenue	44th Floor	New York	NY	10167
Great American Life Insurance Company	Attn General Counsel	245 Park Avenue	44th Floor	New York	NY	10167
MSD Credit Opportunity Fund, L.P.	Attn General Counsel	645 Fifth Avenue	21st Floor	New York	NY	10022
Premia LVI Ltd.	Attn General Counsel	245 Park Avenue	44th Floor	New York	NY	10167
SA REAL ASSETS 20 LIMITED (ACCOUNT EII14)	Attn General Counsel	245 Park Avenue	44th Floor	New York	NY	10167
SC ACM Private Debt Fund L.P.	Attn General Counsel	245 Park Avenue	44th Floor	New York	NY	10167
SOF Investments II, L.P.	Attn General Counsel	645 Fifth Avenue	21st Floor	New York	NY	10022

## Exhibit B

CreditorName	CreditorNoticeName	Address1	Address2	Address3	City	State	Zip
4-Star Hose & Supply, Inc		PO BOX 541356			DALLAS	TX	75354-1356
4-Star Hose & Supply, Inc.		PO BOX 541356			DALLAS	TX	75354-1356
A&L Electrical & Air Cond		PO BOX 756			DILLEY	TX	78017
Access		PO BOX 101048			ATLANTA	GA	30392-1048
ACCUWEATHER ENTERPRISE SOLUTIONS		385 SCIENCE PARK ROAD			STATE COLLEGE	PA	16803
AccuWeather Enterprise Solutions, LLC		385 Science Park Road			State College	PA	16803
AccuWeather Enterprise Solutions, LLC		385 Science Park Road			State College	PA	16803
Ace Hardware		PO BOX 1090			MONAHANS	TX	79756
Affordable Pest Control		120 SEARS ST	PO BOX 366		LIPAN	TX	76462
Aggeo Osio		PO Box 756			Dilley	TX	78017
Air Compressor Solutions Inc		3001 KERMIT HWY			ODESSA	TX	79764
Airgas USA, LLC		110 West 7th Street, Suite 1300			Tulsa	OK	74119
Airgas USA, LLC		110 West 7th Street, Suite 1300			Tulsa	OK	74119
Airgas USA, LLC		PO BOX 734671			DALLAS	TX	75373-4671
Airgas USA, LLC		PO BOX 734671			DALLAS	TX	75373-4671
Alliance Source Testing LLC		225 GRANT STREET			DECATUR	AL	35601
Alliance Source Testing LLC	Renee Kellum	225 Grant Street Suite 600			Decatur	AL	35601
Allied Electronics, Inc.		7151 JACK NEWELL BLVD SOUTH			FORT WORTH	TX	76118
ALLIED INTERNATIONAL EMERGENCY, LLC		3024 WICHITA CT			FORT WORTH	TX	76140
Ally		PO BOX 380902			BLOOMINGTON	MN	55438-0902
Ally Heating and Air Conditioning		3103 W. PIONEER PKWY STE B			PANTEGO	TX	76013
Amazon.com		PO BOX 035184			SEATTLE	WA	98124
AMERICAN BIN & CONVEYOR	ATTN CARRIE NASH	221 FRONT ST			BURLINGTON	WI	53105
American Express Travel Related Services Company, Inc.	Becket and Lee LLP	PO Box 3001			Malvern	PA	19355-0701
American Express Travel Related Services Company, Inc.	Becket and Lee LLP	PO Box 3001			Malvern	PA	19355-0701
American Express Travel Related Services Company, Inc.	Becket and Lee LLP	PO Box 3001			Malvern	PA	19355-0701
AMERICAN STRUCTURAL METALS INC	ATTN SCOTT SPRENGER	777 LEHMANN WAY			SOMERSET	WI	54025
Ankura Consulting Group LLC		2000 K STREET NW 12TH FLOOR			WASHINGTON	DC	20006
APB Realty Inc		28 EAGLE DRIVE			MASHPEE	MA	02649
APS FireCo Tulsa LLC		400 North Walnut Ave.			Broken Arrow	OK	74012
Asphalt Equipment Company, Inc. d/b/a ALMix	Carson LLP	301 W Jefferson Blvd, Suite 200			Fort Wayne	IN	46802
AT & T		PO BOX 5091			CAROL STREAM	IL	60197-5097
AT&T		PO BOX 105414			ATLANTA	GA	30348-5414
AT&T		PO BOX 105414			ATLANTA	GA	30348-5414
AT&T		PO BOX 105414			ATLANTA	GA	30348-5414
AT&T		PO BOX 105414			ATLANTA	GA	30348-5414
AT&T		PO BOX 5001			CAROL STREAM	IL	60197-5001
AT&T		PO BOX 5019	AC# 831-000-5270-888		CAROL STREAM	IL	60197-5019
AT&T		PO BOX 9005	AC# 77307		CAROL STREAM	IL	60197-9005
AT&T 019		PO BOX 5019			CAROL STREAM	IL	60197-5019
AT&T 126		PO BOX 126			CAROL STREAM	IL	60197-5019
AT&T 141		PO BOX 5019			CAROL STREAM	IL	60197-5019
AT&T 617		PO BOX 5019			CAROL STREAM	IL	60197-5019
AT&T 623		PO BOX 5019			CAROL STREAM	IL	60197-5019
AT&T 792		PO BOX 5019			CAROL STREAM	IL	60197-5019
AT&T Capital Services Inc.		13160 COLLECTIONS CENTER DR			CHICAGO	IL	60693
AT&T Long Distance		PO BOX 5017			CAROL STREAM	IL	60197-5017
AT&T Mobility		PO BOX 6463	AC# 825044668		CAROL STREAM	IL	60197-6463
AT&T Mobility		PO BOX 6463	AC# 825044668		CAROL STREAM	IL	60197-6463
AT&T Mobility		PO BOX 6463	AC# 825044668		CAROL STREAM	IL	60197-6463
AT&T U-Verse		PO BOX 5014			CAROL STREAM	IL	60197-5014
ATOM CONSTRUCTION, LLC	ATTN ROY VAUGHAN	2037 S. PECAN			PEARSALL	TX	78061
ATT Corp	ATT Services, Inc.	Karen Cavagnaro Lead Paralegal	One ATT Way, Suite 3A104		Bedminster	NJ	07921

CreditorName	CreditorNoticeName	Address1	Address2	Address3	City	State	Zip
ATT Corp	ATT Services, Inc. Karen Cavagnaro, Lead Paralegal.	One ATT Way, Suite 3A104			Bedminster	NJ	07921
ATT Long Distance, LLC	ATT Services, Inc. Karen Cavagnaro, Lead Paralegal.	One ATT Way, Suite 3A104			Bedminster	NJ	07921
Attebury Grain, LLC		PO BOX 2707			AMARILLO	TX	79105
Barco Pump		940 HENSLEY LANE			WYLIE	TX	75098
Barron Service Parts Co.		409 E 2ND STREET			ODESSA	TX	79761
Bayne Mineral Systems Inc		6829 AVENUE K	SUITE 102		PLANO	TX	75074
Bedeschi America, Inc.		3275 W. HILLSBORO BLVD	SUITE 312		DEERFIELD BEACH	FL	33442
Black Canyon Process Equipment		4040 E. RAYMOND ST.			PHOENIX	AZ	85040
Bridges Equipment		PO BOX 11335			ODESSA	TX	79760
Bridges Equipment		PO BOX 11335			ODESSA	TX	79760
BRIGGS EQUIPMENT INC		LOCK BOX 841272			DALLAS	TX	75284-1272
Bruce Lowrie Chevrolet, Inc	Karen Peterson	711 SW Loop 820			Fort Worth	TX	76134
BWF America Inc.		1800 WORLDWIDE BLVD			HEBRON	KY	41048
CACTUS JACKS BOOT COUNTRY	KELLY MORTON	6921 HWY 67 EAST			ALVARADO	TX	76009
Cambridge Security Seals LLC		ONE CAMBRIDGE PLAZA			POMONA	NY	10970
CANON FINANCIAL SERVICES, INC.		14904 COLLECTIONS CENTER DRIVE			CHICAGO	IL	60693-0149
CANON FINANCIAL SERVICES, INC.		14904 COLLECTIONS CENTER DRIVE			CHICAGO	IL	60693-0149
CANSERV LLC		4141 SO. 87TH E AVE			TULSA	OK	74145
CanServ LLC		4141 SO. 87TH E AVE			TULSA	OK	74145
Capcorp		PO BOX 540757			DALLAS	TX	75354
Carrier Vibrating Equip., Inc.		DEPT 8343			CAROL STREAM	IL	60122-8343
CATERPILLAR FINANCIAL SERVICES CORP.		PO BOX 730681			DALLAS	TX	75373-0681
CCC Group Inc		PO BOX 200350			SAN ANTONIO	TX	78220
Chaveras Septic Pump Service		PO BOX 1116			PEARSALL	TX	78061
Chaveras Septic Pump Service		PO BOX 1116			PEARSALL	TX	78061
Cherokee Rental Inc.		PO BOX 13524			ODESSA	TX	79768-3524
CHICO LAND MANAGEMENT, LLC		P.O. BOX 599			BIG LAKE	TX	76932
Cimarron Electric		HWY 81 NORTH	PO BOX 299		KINGFISHER	OK	73750-0299
CINTAS CORPORATION		P.O. BOX 650838			DALLAS	TX	75265
Cintas Corporation No. 2	Allen D. Russell, PLLC	2777 Allen Parkway, Suite 1000			Houston	TX	77019
Circle J Western Wear		1408 S. STOCKTON			MONAHANS	TX	79756
City of Big Lake		PO BOX 310			BIG LAKE	TX	76932
City of Dilley		PO BOX 230			DILLEY	TX	78017
City of Ft Worth Water Dep Lab		1000 THROCKMORTON STREET			FORT WORTH	TX	76102
City of Monahans		112 WEST SECOND STREET			MONAHANS	TX	79756
Cleburne Welding & Industrial		2405 N MAIN STREET			CLEBURNE	TX	76033
Cohn & Gregory		PO BOX 671435			DALLAS	TX	75267-1435
Community Coffee Company LLC		PO BOX 679510			DALLAS	TX	75267-9510
Control Chief Corporation		200 WILLIAMS STREET			BRADFORD	PA	16701
Cornerstone Mechanical		610 WEST SIMONDS RD			SEAGOVILLE	TX	75159
Cornerstone Mechanical		610 WEST SIMONDS RD			SEAGOVILLE	TX	75159
COUGAR							
Covia		258 ELM STREET			NEW CANAAN	CT	06840
Creative Safety Supply, LLC		8030 SW NIMBUS AVENUE			BEAVERTON	OR	97008
Culligan of Enid		PO BOX 1309			ENID	OK	73702
DE LAGE LANDEN FINANCIAL SERVICES, INC.		1111 OLD EAGLE SCHOOL ROAD			WAYNE	PA	19087
Dearborn National Life Ins		36788 EAGLE WAY			CHICAGO	IL	60678-1367
Dell Business Credit	PAYMENT PROCESSING CENTER	PO BOX 5275			CAROL STREAM	IL	60197-5275
Dell Financial Services, LLC		PO Box 10390			Greenville	SC	29603-0390
Deloitte & Touche LLP		PO BOX 844708			DALLAS	TX	75284
Delta Rigging and Tools	Darlene Walker	125 McCarty St			Houston	TX	77029
DEMAND SAFETY, INC.		1505 UNIVERSITY BLVD. NE			ALBUQUERQUE	NM	87102

CreditorName	CreditorNoticeName	Address1	Address2	Address3	City	State	Zip
DEMAND SAFETY, INC.		1505 UNIVERSITY BLVD. NE			ALBUQUERQUE	NM	87102
DEMAND SAFETY, INC.		1505 UNIVERSITY BLVD. NE			ALBUQUERQUE	NM	87102
DEMAND SAFETY, INC.		1505 UNIVERSITY BLVD. NE			ALBUQUERQUE	NM	87102
Department of the Treasury - Internal Revenue Service		PO Box 7346			Philadelphia	PA	19101-7346
Department of the Treasury - Internal Revenue Service		PO Box 7346			Philadelphia	PA	19101-7346
Department of the Treasury - Internal Revenue Service		PO Box 7346			Philadelphia	PA	19101-7346
DFW WASTE OIL SERVICE, INC.		PO BOX 40531			FORT WORTH	TX	76140
Dilley Auto & Truck Parts		1074 HWY 85 WEST			DILLEY	TX	78017
DINSMORE & SHOL LLP		255 E. 5TH STREET	SUITE 1900		CINCINNATI	OH	45202
Directv		PO BOX 105249			ATLANTA	GA	30348-5249
Donelley Financial, LLC		PO BOX 842282			BOSTON	MA	02284
E&R Supply Co., Inc. Austin		1717 S. CHADBOURNE ST.			SAN ANGELO	TX	76903
EFS T-Check Systems		8170 UPLAND CIRCLE	SUITE 100		CHANHASSEN	MN	55437
EFS T-Check Systems		8170 UPLAND CIRCLE	SUITE 100		CHANHASSEN	MN	55437
EL CAMPO REFRIGERATION & RESTAURANT SUPPLY, INC.		601 S. MEADOW LANE	PO BOX 1645		EL CAMPO	TX	77437
Elliot Electric Supply		149 N. WILSON			BURLESON	TX	76028
Emergency Ice, Inc.		8700 DIPLOMACY ROW			DALLAS	TX	75247
Employee Health Logistics, PLLC	Karie Vargas	6674 Trinity Heights Blvd			Fort Worth	TX	76132
EMPLOYEE HEALTH LOGISTICS, PLLC	KARIE VARGAS	6674 TRINITY HEIGHTS BLVD			FORT WORTH	TX	76132
Employee Health Logistics, PLLC		6674 TRINITY HEIGHTS BLVD			FORT WORTH	TX	76132
ENDRESS & HAUSER INC		2350 Endress Place			GREENWOOD	IN	46143
ENGINEERED SOFTWARE PRODUCTS	ATTN SEAN PATENAUE	1075 PROGRESS CIRCLE			LAWRENCEVILLE	GA	30043
Erik Hansen		101 Summit Ave., Suite 404			Fort Worth	TX	76102
Etech Environmental & Safety Solutions		PO BOX 62228			MIDLAND	TX	79711
Euler Hermes N. A. Insurance Co. Agent of Frontier Tank Lines, Inc. Claim ID 000445985	Euler Hermes North America Insurance Company	800 Red Rock Blvd.			Owings Mills	MD	21117
EVOLUTION FLEET SERVICES (EFS)		PO BOX 126349			BENBROOK	TX	76126
Evoque Data Center Solutions 832		PO BOX 841569			DALLAS	TX	75284-1569
Excel Machinery, Ltd.		PO BOX 31118			AMARILLO	TX	79120-1118
Executive Inn & Suites	Rocky Patel	1500 10th Street			Floresville	TX	78114
Exhibit Network		3434 LANG ROAD			HOUSTON	TX	77092
ExtenData	Attn Accounts Receivable	PO Box 911453			Denver	CO	80291-1453
ExtenData Solutions	Attn Accounts Receivable	PO Box 911453			Denver	CO	80291-1453
F.B. McIntire Company, Inc.		3025 SOUTH CRAVENS ROAD			FORT WORTH	TX	76119
F.B. McIntire Equipment Co.		1212 N. Loop 12			Irving	TX	75061
Fairbanks Scales		PO BOX 419655			KANSAS CITY	MO	64121-9655
Fastenal		PO BOX 1286			WINONA	MN	55987-1286
Fastenal		PO BOX 978			WINONA	MN	55987
FEDEX		P.O. BOX 660481			DALLAS	TX	75266-0481
Finch Manufacturing & Technology, LLC		540 MONTGOMERY AVE			WEST PITTSSTON	PA	18643
Fitness 828		1510 EAST SEALY			MONAHANS	TX	79756
FleetMatics USA, LLC		PO BOX 347472			PITTSBURGH	PA	15251-4472
Fort Worth & Western Railroad		PO BOX 122269			FT WORTH	TX	76121-2269
Fort Worth Lite & Barricade		PO BOX 223724			DALLAS	TX	75222
Fort Worth Water Department		PO BOX 961003			FORT WORTH	TX	76161-0003
FRIO CHEVROLET LLC	ATTN DAVE JENKINS	16919 SOUTH IH 35			DILLEY	TX	78017
FRIO CHEVROLET LLC	ATTN DAVE JENKINS	16919 SOUTH IH 35			DILLEY	TX	78017
FRIO LODGES, LLC		PO BOX 1810			MCALLEN	TX	78505-1810
FRISCO MACHINE	ATTN DANIEL DAVIS	5875 HERRICK ROAD			BEGGS	OK	74421
Frisco Machine LLC		5875 HERRICK ROAD			BEGGS	OK	74421
FRONTIER TANK LINES, INC.	ATTN JUDY HORN	6850 TPC DRIVE	SUITE 200		MCKINNEY	TX	75070
FRONTIER TANK LINES, INC.	ATTN JUDY HORN	6850 TPC DRIVE	SUITE 200		MCKINNEY	TX	75070
Ft. Worth Welders Supply, Inc.		501 RIVERSIDE DRIVE			FORT WORTH	TX	76111
GATX Rail Locomotive Group LLC		3454 SOLUTIONS CENTER			CHICAGO	IL	60677-3004



CreditorName	CreditorNoticeName	Address1	Address2	Address3	City	State	Zip
GBH PROPERTIES LLC		4413 CAREY STREET			FORT WORTH	TX	76119
GBH PROPERTIES LLC		4413 CAREY STREET			FORT WORTH	TX	76119
GENERAL STEEL WAREHOUSE, INC		PO BOX 2037			LUBBOCK	TX	79408
GENERAL STEEL WAREHOUSE, INC		PO BOX 2037			LUBBOCK	TX	79408
GHMR II, LLC		4413 CAREY STREET			FORT WORTH	TX	76119
GHMR OPERATIONS, LLC		4413 CAREY ST			FORT WORTH	TX	76119-4219
GHMR OPERATIONS, LLC		4413 CAREY ST			FORT WORTH	TX	76119-4219
GHMR, LLC		4413 CAREY STREET			FORT WORTH	TX	76119-4219
Gilbert Environmental		1540 BOYD RD			GRANBURY	TX	76049
Glen Rose Pest Control LLC		8863 FM 205			BLUFF DALE	TX	76433
Gonzales County Water Supply Corporation		PO BOX 749			GONZALEZ	TX	78629
GOODFELLOW CORPORATION		PO BOX 1020			PLEASANT GROVE	UT	84062
GOODFELLOW CORPORATION		PO BOX 1020			PLEASANT GROVE	UT	84062
Grainger		DEPT. 862153830	PO BOX 419267		KANSAS CITY	MO	64141-6267
Grainger		PO BOX 419267	DEPT. 864893581		KANSAS CITY	MO	64141-6267
Granbury Chamber of Commerce		3408 E. HIGHWAY 377			GRANBURY	TX	76049
Grande Truck Center North		11215 WEIDNER ROAD			SAN ANTONIO	TX	78233
Graybar Electric Company, Inc		PO BOX 840458			DALLAS	TX	75284
Green Guard First Aid & Safety		4159 SHORELINE DRIVE			ST. LOUIS	MO	63045
Griffith, Jay & Michel, LLP		2200 FOREST PARK BOULEVARD			FORT WORTH	TX	76110
Guadalupe Valley Electric Coop		P.O. Box 118			GONZALES	TX	78629
H and E EQUIPMENT SERVICES, INC	MARY CARDINI	7500 PECUE LANE			BATON ROUGE	LA	70809
H&E Equipment, Inc.		PO BOX 849850			DALLAS	TX	75284-9850
Hail Ice Company		7020 KENTUCKY			ODESSA	TX	79764
HANES GEO COMPONENTS		3130 Mansfield Hwy			Forest Hills	TX	76119
Hayes & Stolz Ind Mfg Co		6500 Cirrus Drive			Burleson	TX	76028
Hayes & Stolz Industrial		6500 CIRRUS DRIVE	HIGHPOINT BUSINESS PARK		BURLESON	TX	76028
Hernandez Sanitation		P. O. BOX 551			FORT STOCKTON	TX	79735
HEX Floresville, LLC		929 10TH ST			FLORESVILLE	TX	78114
HireRight, LLC		PO BOX 847891			DALLAS	TX	75284-7891
HOGG RANCH, LLC		101 S BETTY AVE			MONAHANS	TX	79756
HOGG RANCH, LLC		PO BOX 487			MONAHANS	TX	79756
HOGG REAL ESTATE, LLC		PO BOX 487			MONAHANS	TX	79756
Holt Texas LTD. d/b/a Holt CAT	Holt CAT	2000 E Airport Fwy			Irving	TX	75062
Holt Texas, LTD. dba Holt CAT	Att John Burke	2000 E Airport Fwy			Irving	TX	75062
Horizon Inn		650 S INTERSTATE HWY 35			PEARSALL	TX	78061
HORNES, JERRY ALONZO		4929 GOLD RANCH AVE			EL PASO	TX	79934
Hughes Network Systems, Inc.		PO BOX 96874			CHICAGO	IL	60693-6874
Hydradyne, LLC		2909 SPEIGHT AVENUE			WACO	TX	76711
iCertainty, Inc.		2 WISCONSIN CIRCLE, SUITE 1000			CHEVY CHASE	MD	20815
Ilott Consulting, LLC.		1013 TELFORD TRAIL			CROWLEY	TX	76036
Industrial Maintenance & Mech		3326 ASPEN GROVE DRIVE STE 300			FRANKLIN	TN	37067
INDUSTRIAL TAX CONSULTING		13105 NORTHWEST FWY	STE 1115		HOUSTON	TX	77040
Ingersoll Rand Company		800 BEATY STREET			DAVIDSON	NC	28036
Ingersoll Rand Company		INDUSTRIAL TECHNOLOGIES	15768 COLLECTIONS CENTER DRIVE		CHICAGO	IL	60693
Iron Wagon LLC		5830 HENSLEE CT			GRANBURY	TX	76048
ISCO INDUSTRIES LLC		100 Witherspoon St	2 West		LOUISVILLE	KY	40202
ISCO Industries LLC		1974 SOLUTIONS CENTER			CHICAGO	IL	60677-1009
J Wyatt Hildebrandt		809 MINUTEMAN DRIVE			BLUE MOUND	TX	76131
J.J. Keller		PO BOX 6609			CAROL STREAM	IL	60197-6609
JAIX LEASING COMPANY		PO BOX 95065			CHICAGO	IL	60694-5065
JAMES HARDIE	ATTN SEAN GADD	231 S LASALLE ST	UNIT 2000		CHICAGO	IL	60604
James Lanter, P.C.		560 N. WALNUT CREEK	SUITE 120		MANSFIELD	TX	76063
JOBSINLOGISTICS.COM,INC.		17501 BISCAYNE BLVD.	SUITE 530		NORTH MIAMI BEACH	FL	33160
John Deere Financial		PO BOX 650215			DALLAS	TX	75265-0215

CreditorName	CreditorNoticeName	Address1	Address2	Address3	City	State	Zip
John Deere Financial		PO BOX 650215			DALLAS	TX	75265-0215
John Deere Financial		PO BOX 650215			DALLAS	TX	75265-0215
Joyce L. Moncrief	Kenneth R. Matticks, Esq.	827 W. Pearl Street			Granbury	TX	76048
KAESER COMPRESSORS	ATTN FRANK MUELLER	1625 CRESCENT CIRCLE	SUITE 215		CARROLLTON	TX	75006
Kelly Hart & Hallman LLP	Attn Russell Cawyer	201 MAIN STREET	SUITE 2500		FORT WORTH	TX	76102
Kelly Hart & Hallman LLP	Attn Russell Cawyer	201 MAIN STREET	SUITE 2500		FORT WORTH	TX	76102
Ken Tracy		10836 Old Mill Road			Omaha	NE	68154
KESTRA ADVISORY SERVICES, LLC		3221 COLLINSWORTH STREET			FORT WORTH	TX	76107
Kice Industries, Inc.	Kelsey Call	5500 Mill Heights Drive			Wichita	KS	67219
Kice Industries, Inc.		5500 MILL HEIGHTS DRIVE			WICHITA	KS	67219
KING MACHINE PRODUCTS		750 FM 778			QUITMAN	TX	75783
KING MACHINE PRODUCTS		750 FM 778			QUITMAN	TX	75783
Kirby-Smith Machinery, Inc.		1450 NE LOOP 820			FORT WORTH	TX	76106
Knox Waste Service		PO BOX 569			TYE	TX	79563
Kronos Incorporated		ACH PAYMENT	900 Chelmsford St		Lowell	MA	01851
Lambs Printing Shop		200 SANTA FE DRIVE			WEATHERFORD	TX	76086
Lamont, Hanley & Associates, Inc.		1138 ELM STREET			MANCHESTER	NH	03101
LaSalle Industrial Park, LLC		10101 REUNION PL STE 1000			SAN ANTONIO	TX	78126
Lavicky Sand Co.		1800 WEST CARRIER ROAD			ENID	OK	73703
Legacy Disposal & Sanitation		PO BOX 527			YOAKUM	TX	77995
LEGAL SHIELD		ONE PRE-PAID WAY			ADA	OK	74820
LHOIST NORTH AMERICA		5274 PAYSHERE CIR			CHICAGO	IL	60674
Liftco LLC 2008		PO BOX 32			ARKANSAS CITY	KS	67005
Lindamood Heavy Hauling, Inc	Jake	2020 S. Nursery Rd			Irving	TX	75060
Lockton Companies		DEPT 3036	PO BOX 123036		DALLAS	TX	75312
LONESTAR PROP 50, LLC		1500 N.W. LOOP 567			GRANBURY	TX	76048
LONESTAR PROP 50, LLC		1500 N.W. LOOP 567			GRANBURY	TX	76048
M & R MCGOWEN, LLC		1501 N. PLAZA DR.			GRANBURY	TX	76048
M R McGowen LLC dba NAPA Auto Parts	Sheryl Shannon	1501 N Plaza Dr			Granbury	TX	76048-2635
Madera Valley Water Supply Corporation	Madera Valley WSC	PO Box 9009			Verhalen	TX	79772
Magid Glove and Safety Manufacturing Co. LLC	Nancy Hopf	1300 Naperville Drive			Romeoville	IL	60446
MARABOU ENERGY MANAGEMENT, LLC		450 GEARS ROAD	SUITE 850		HOUSTON	TX	77067
MARKALONIS, NATHAN A		129 WILLOW CREEK DR			WEATHERFORD	TX	76085
MCA Connect, LLC		8055 E. TUFTS AVE	SUITE 1300		DENVER	CO	80237
McLanahan Corporation		PO BOX 229	200 WALL STREET		HOLLIDAYSBURG	PA	16648
McMaster-Carr		600 N COUNTY LINE ROAD			CHICAGO	IL	60680-7690
MCMaster-CARR		600 N COUNTY LINE ROAD			CHICAGO	IL	60680-7690
MEDINA ELECTRIC COOPERATIVE, INC.		PO BOX 33850			SAN ANTONIO	TX	78265-3850
MEDINA GLASS, LLC		900 W. HONDO AVE.			DEVINE	TX	78016
MEDINA GLASS, LLC		900 W. HONDO AVE.			DEVINE	TX	78016
MELISSA EVANS		5709 ROBS CT			FORT WORTH	TX	76126
Met Pro Supply Inc		5070 STATE ROAD 60 EAST			MULBERRY	FL	33860
MICRONICS FILTRATION LLC		300 Constitution Ave	Ste 201		Portsmouth	NH	03801
MICRONICS FILTRATION LLC		300 Constitution Ave	Ste 201		Portsmouth	NH	03801
Mine Safety and Health Admin.		PO BOX 790390			ST. LOUIS	MO	63179-0390
MISSION RAIL INDUSTRIAL PARK, LLC	ATTN RICK SMART	1806 S. 16TH STREET			LA PORTE	TX	77571
Mobile Mini I, Inc.		PO BOX 650882			DALLAS	TX	75265-0882
MOBILE MODULAR		PO BOX 45043			SAN FRANCISCO	CA	94145
MP SYSTEMS COMPANY	ATTN KEN PHELPS	11407 STRANG LINE ROAD			LENEXA	KS	66215
Mpressed Media LLC		203 N. COLUMBIA ST.			COVINGTON	LA	70433
Mutual of Omaha		PO BOX 2147			OMAHA	NE	68103-2147
Mutual of Omaha	PAYMENT PROCESSING CENTER	PO BOX 2147			OMAHA	NE	68103-2141
Napa-Irle Auto and Truck Parts		717 SAINT JOSEPH STREET			GONZALES	TX	78629
NDS LEASING		P O BOX 41602			PHILADELPHIA	PA	19101-1602
NDS LEASING		P O BOX 41602			PHILADELPHIA	PA	19101-1602
NextLink		95 PARKER OAKS LANE			HUDSON OAKS	TX	76087-1265
NIC Federal (DOT)		PO BOX 219907			KANSAS CITY	MO	64121-9907

CreditorName	CreditorNoticeName	Address1	Address2	Address3	City	State	Zip
NORTH COAST CAPITAL CORP.		30955 NORTHWESTERN HIGHWAY			FARMINGTON HILLS	MI	48334
Northern Safety & Industrial		PO BOX 4250			UTICA	NY	13504-4250
Norvell Consulting LLC		1610 CR 1240			TUTTLE	OK	07089
NRJ ENERGY LODGING CONCEPTS	ATTN NICOLE ALCANTARA	1516 D STREET			FLORESVILLE	TX	78114
Odessa Nut & Bolt		3419 N County Road West			Odessa	TX	79764
OG & E		PO BOX 24990			OKLAHOMA CITY	OK	73124-0990
Ogburns Truck Parts		P O BOX 4630			FORT WORTH	TX	76164-0630
Oklahoma Secretary of State		BUSINESS FILING DEPARTMENT	421 N.W. 13TH	SUITE 210	OKLAHOMA CITY	OK	73103
ONE TIME VENDOR							
ORourke		PO BOX 301150			DALLAS	TX	75303-1150
Ozarka Direct		PO BOX 856680			LOUISVILLE	KY	40285-6680
P&I Supply		2220 N FARES AVE			EVANSVILLE	IN	47711
PAC-VAN INC.		75 REMITTANCE DRIVE	SUITE 3300		CHICAGO	IL	60675-3300
PAC-VAN INC.		75 REMITTANCE DRIVE	SUITE 3300		CHICAGO	IL	60675-3300
PAN AMERICAN RAILWAY COMPANY		5718 WESTHEIMER	SUITE 800		HOUSTON	TX	77057
Parts Master		PO BOX 971342	A DIVISION OF NCH CORP		DALLAS	TX	75397-1342
Patriot Propane, LLC		LYTLE PROPANE	PO BOX 606		LYTLE	TX	78052
PATTISON SAND COMPANY LLC	ATTN ACCOUNTS PAYABLE	701 FIRST STREET			CLAYTON	IA	52049
Pattison Sand Company LLC	Aaron Marx	PO Box 670			Fayette	IA	52142
Paul Alcocer	DBA AWS WELDING & TRUCK REPAIR	39 W 22ND			SAN ANGELO	TX	76903
PAUL HORNSBY & COMPANY		7600 N. CAPITAL OF TEXAS HWY.	B-210		AUSTIN	TX	78731
PAUL HORNSBY & COMPANY		7600 N. CAPITAL OF TEXAS HWY.	B-210		AUSTIN	TX	78731
Phoenix Manufacturing		500 INDUSTRIAL DRIVE			GLASGOW	MO	65254
Phoenix Manufacturing, LLC	Alan Houghton	500 Industrial Dr.			Glasgow	MO	65254
PI Supply Company		2220 N Fares Avenue			Evansville	IN	47711
Pioneer Scale Company, Inc		PO BOX 1255			BENTON	AR	72018
Pioneer Scale Company, Inc.		2101 Congo Rd. Suite 1000			Benton	AR	72015
PIPER SANDLER & CO	ATTN DENISE M HAMMOND MNCP	GENERAL COUNSEL DEPARTMENT	800 NICOLLET MALL	SUITE 900 J12NLE	MINNEAPOLIS	MN	55402-7036
Pitney Bowes Global Financial		PO BOX 371887			PITTSBURGH	PA	15250-7887
Priority Power Management, Inc		5012 PORTICO WAY			MIDLAND	TX	79707
Purchase Power		PO BOX 371874			PITTSBURGH	PA	15250-7874
Purvis Industries Inc		10500 N STEMMONS FRWY			DALLAS	TX	75220
Purvis Industries, LTD.		PO BOX 540757			DALLAS	TX	75354-0757
Quality Products Company Inc.		21732 PROVINCIAL BOULEVARD	UNIT 180	BUILDING H	KATY	TX	77450
Rackspace US, Inc.		PO BOX 730759			DALLAS	TX	75373
Regency Office & Promotional Products		PO BOX 568629			DALLAS	TX	75356
Reliant		PO BOX 1532			HOUSTON	TX	77251-1532
Reliant, Dept 0954		PO BOX 120954			DALLAS	TX	75312-0954
Rental One		PO BOX 489			COLLEYVILLE	TX	76034
Republic Services #688		PO BOX 78829			PHOENIX	AZ	85062-8829
Republic Services #688		PO BOX 78829			PHOENIX	AZ	85062-8829
Republic Services #859		PO BOX 78829			PHOENIX	AZ	85062-8829
Rotex Global, LLC		PO BOX 630317			CINCINNATI	OH	45263-0317
ROTO-ROOTER		4600 Marsalis St			Fort Worth	TX	76117
RS ENERGY GROUP, INC.		600 TRAVIS STREET	SUITE 750		HOUSTON	TX	77002
R-Tex Services		PO BOX 1055			JOSHUA	TX	52722-0004
Rural Texas Broadband		PO BOX 760185			SAN ANTONIO	TX	78245
Rustys Weigh Scales & Service		408 NORTH INTERSTATE 27			LUBBOCK	TX	79403
S&S Gate Services, LLC		PO BOX 10983			MIDLAND	TX	79702
SABINO ENERGY SERVICES LLC		1015 W HIGHWAY 44			ENCINAL	TX	78019
SafeRack LLC		PO BOX 168			ANDREWS	SC	29510
Safety Kleen Systems Inc		PO BOX 650509			DALLAS	TX	75265-0509
SAFETY-KLEEN SYSTEMS, INC.		PO BOX 650509			DALLAS	TX	75265-0509
SAND HILL LAND & CATTLE LLC	ATTN IKE THOMAS	110 CROCKETT			GRANBURY	TX	76048
Sand Hill Land and Cattle, LLC	Attn Justin Thomas, General Manager	P.O. Box 2337			Granbury	TX	76048

CreditorName	CreditorNoticeName	Address1	Address2	Address3	City	State	Zip
SANDBOX LOGISTICS, LLC	ATTN DANIEL MIERS	24275 KATY FREEWAY	SUITE 600		KATY	TX	77494
SCHLUMBERGER LIMITED (SLB)	ATTN PAAL KIBSGAARD-PETERSEN	3600 BRIARPARK DRIVE			HOUSTON	TX	77042
Screening Crushing Solutions	Scott Seidelmann	PO Box 73485			Phoenix	AZ	85050
Secured Document Shredding Inc		26 W INDUSTRIAL LOOP			MIDLAND	TX	79701
SECURED DOCUMENT SHREDDING, INC.		26 W INDUSTRIAL LOOP			MIDLAND	TX	79701
SEQUITUR PERMIAN, LLC	C/O MELISSA A. HASELDEN	5051 WESTHEIMER ST., STE 1200			HOUSTON	TX	77056
Sheries Hotshot Services, LLC		2608 GLENCOVE STREET			BURLESON	TX	76028
Sheryl Test	c/o M R McGowen LLC	Attn Sheryl Shannon	1501 N. Plaza Dr.		Granbury	TX	76048
Shoppas Farm Supply, Inc.	Damon Drozd	1012 Hwy 95 North			Shiner	TX	77984
Shoppas Farm Supply, Inc.		25830 US 59 RD			EL CAMPO	TX	77437
Shred-It USA LLC		28883 NETWORK PLACE			CHICAGO	IL	60673-1288
SIKES, RJ	ATTN JEFF HANSEN	8251 ST JOHNS DRIVE			WAXAHACHIE	TX	75167
Simply Home & Ranch Supply/True Value		PO Box 1169			Monahans	TX	79756
Simpson Thacher & Bartlett LLP		PO BOX 29008			NEW YORK	NY	10087-9008
Sitech Texoma, Inc.		PO BOX 840400			DALLAS	TX	75284-0400
Sitech-Tejas		3206 SOUTH W. W. WHITE ROAD			SAN ANTONIO	TX	78222
Solaris		PO BOX 208270			DALLAS	TX	75320-8270
SOLARIS OILFIELD TECHNOLOGIES, LLC		9811 KATY FRWY SUITE 900			HOUSTON	TX	77024
South Texas Railcar		PO BOX 128			SAINT HEDWIG	TX	78152
Southern Spectrographic Lab		712 N. WATSON ROAD	SUITE #204		ARLINGTON	TX	76011
Southern Tire Mart		PO BOX 1000	DEPT. 143		MEMPHIS	TN	38148-0143
SOUTHERN TIRE MART, LLC	ATTN JOSH BROWN	800 HIGHWAY 98			COLUMBIA	MS	39429
Southwest Sandhills WSC		PO BOX 1473			MONAHANS	TX	79756
Southwest Texas Electric		P.O. BOX 677			ELDORADO	TX	76936
Southwestern Bell Telephone Company	ATT Services, Inc. Karen Cavagnaro, Lead Paralegal.	One ATT Way, Suite 3A104			Bedminster	NJ	07921
SOUTHWESTERN PNEUMATIC INC.	ATTN MARK WADDELL	3251 VV JONES ROAD			VENUS	TX	76084
Sparkletts & Sierra Springs		PO BOX 660579			DALLAS	TX	75266-0579
SpeedPro Imaging		2553 E. LOOP 820 N			FORT WORTH	TX	76118
Staples Business Advantage	Tom Riggelman	Staples	7 Technology Circle		Columbia	SC	29203
Staples Credit Plan		PO BOX 78004			PHOENIX	AZ	85062-8004
Sterling Infosystems, Inc.		PO BOX 35626			NEWARK	NJ	07193-5626
Stockton Service Parts Co		1101 N. MAIN ST			FT STOCKTON	TX	79735
Stream Energy		PO BOX 650026			DALLAS	TX	75265
Suddenlink Communications		PO BOX 70340			PHILADELPHIA	PA	19176-0340
SUNBELT INDUSTRIAL SERVICES	MARLA MURPHY	2415 CULLEN ST			FORT WORTH	TX	76107
Sunbelt Rentals		1275 W Mound St			Columbus	OH	43223
Sunbelt Rentals		PO BOX 409211			ATLANTA	GA	30384-9211
SUNSTATE EQUIPMENT		5552 EAST WASHINGTON ST.			PHOENIX	AZ	85034
SUNSTATE EQUIPMENT CO, LLC		PO BOX 208439			DALLAS	TX	75320
SUPERIOR INDUSTRIES LLC		315 E Highway 28	PO Box 684		Morris	MN	56267
Supervision		PO BOX 203489			DALLAS	TX	75320-3489
Supreme Parts Washers, Inc.		PO BOX 79475			SAGINAW	TX	76179-0479
TARA ENERGY		PO BOX 301438			DALLAS	TX	75303-1410
Tara Energy		PO BOX 301438	AC# 1404080039		DALLAS	TX	75303-1410
TD 2 Engineering & Surveying		10836 OLD MILL RD.			OMAHA	NE	68154
Technos, Inc.	C/O Robin Dawson	7016 FM 3009			Schertz	TX	78154
Technos, Inc.		7016 FM 3009			SCHERTZ	TX	78154
TENSTREET, LLC		5121 S. WHEELING AVE	STE. 200		TULSA	OK	74105
Texas Air Hydraulic		251 S EASTMAN RD			LONGVIEW	TX	75602
TEXAS AND NEW MEXICO RAILWAY INC	ATTN TODD TRAMMELL	315 W 3RD STREET			PITTSBURG	KS	66762
TEXAS FIRST RENTALS LLC		PO BOX 650869			DALLAS	TX	75265-0869
Texas Gonzales & Northern Rail		5430 LBJ FWY STE 1020			DALLAS	TX	75240
Texas Gonzales & Northern Rail		5430 LBJ FWY STE 1020			DALLAS	TX	75240
Texas MedClinic		13722 EMBASSY ROW			SAN ANTONIO	TX	78216
TEXAS OIL ELECTRIC INC		1590 E Highway 80			Abilene	TX	79601
TEXJET, LLC		4413 CAREY STREET			FORT WORTH	TX	76119

CreditorName	CreditorNoticeName	Address1	Address2	Address3	City	State	Zip
THE ANDERSONS RAILCAR LEASING COMPANY, LLC		PO BOX 84878			CHICAGO	IL	60689-4878
The Reinalt-Thomas Corporation		PO BOX 29851			PHOENIX	AZ	85038-9851
The Reynolds Company		P.O. BOX 896689			CHARLOTTE	NC	28289-6689
The US Dept of Homeland Security		1901 North State Highway 360			GRAND PRAIRIE	TX	75050
The Water Factory Co		1005 N BUTZ			FT. STOCKTON	TX	79735
The Whitney Smith Company		301 COMMERCE STREET	#1950		FORT WORTH	TX	76102
THE WHITNEY SMITH COMPANY, INC.		301 COMMERCE STREET, SUITE 1950			FORT WORTH	TX	76102
TMT SOLUTIONS	ATTN MIKE MARX	4041 FM 1978			SAN MARCOS	TX	78666
Tolar ISD	Travis Stilwell	PO Box 690			Tolar	TX	76476
TRACK SMARTS LLC		PO BOX 1269			JOSHUA	TX	76058
Track Smarts LLC		PO BOX 1269			JOSHUA	TX	76058
Trac-Work Inc.		PO BOX 550			ENNIS	TX	75120
Trac-Work, Inc.		PO Box 550			Ennis	TX	75120
TRINITY INDUSTRIES LEASING CO.		PO BOX 358041			PITTSBURGH	PA	15251-5041
TWIN EAGLE SAND LOGISTICS, LLC		8847 W SAM HOUSTON PKWY N			HOUSTON	TX	77040
TWIN EAGLE SAND LOGISTICS, LLC		8847 W SAM HOUSTON PKWY N			HOUSTON	TX	77040
TXU Energy Retail Company LLC	c/o Bankruptcy Department	PO Box 650393			Dallas	TX	75265
Tyco Integrated Security LLC		PO BOX 371967			PITTSBURGH	PA	15250-7967
Uline, Inc		12575 Uline Drive			Pleasant Prairie	WI	53158
UNIFIRST HOLDING INC	ATTN STEVEN SINTROS	68 JONSPIN RD.			WILMINGTON	MA	01887
Unifirst Holdings, Inc		PO BOX 1666			ODESSA	TX	79760
Unifirst Holdings, Inc.		1618 N. VAN BUREN			ENID	OK	73703
UniFirst Holdings, Inc.		6305 HWY 277			SAN ANGELO	TX	76904
UniFirst Holdings, Inc.		BOX 776			UVALDE	TX	78802
UniFirst Holdings, Inc.		BOX 776			UVALDE	TX	78802
UniFirst Holdings, Inc.		PO BOX 1666			ODESSA	TX	79760
UniFirst Holdings, Inc.		PO BOX 1666			ODESSA	TX	79760
UniFirst Holdings, Inc.		PO BOX 7580			HALTOM CITY	TX	76111
UniFirst Holdings, Inc.		PO BOX 7580			HALTOM CITY	TX	76111
Union Pacific RailRoad Co.		P.O. BOX 502453			ST LOUIS	MO	63150-2453
United Cooperative Services		PO BOX 290			STEPHENVILLE	TX	76401
UNITED RENTALS (NORTH AMERICA)		PO BOX 840514			DALLAS	TX	75284-0514
United Rentals, Inc.	Attn Melinda Brannon	United Rentals	6125 Lakeview Road #300		Charlotte	NC	28269
United Site Services		P.O. BOX 660475			DALLAS	TX	75266
UPS		LOCKBOX 577			CAROL STREAM	IL	60132-0577
UPS Store 4093		1030 E. HWY 377	STE 110		GRANBURY	TX	76048
Utility Trailer Sales		PO BOX 24399			HOUSTON	TX	77229
VENUE AT HOMETOWN		9012 Courtenay St			North Richland Hills	TX	76180
Verizon Wireless		P.O. BOX 660108			DALLAS	TX	75266
Vermeer Equipment of TX - WAC		16595 N IH-35			ROSS	TX	76640-3493
Vonage Business		DEPT #3151	PO BOX 123151		DALLAS	TX	75312-3151
VTX Communications, LLC		81 E HIDALGO			RAYMONDVILLE	TX	78580
Warren Cat Rental		PO BOX 842116			DALLAS	TX	75284-2116
Waste Connections		PO BOX 679859			DALLAS	TX	75267-9859
Water Cleaning Services LLC		7600 WCR116			MIDLAND	TX	79706
WC of Texas		PO BOX 679859			DALLAS	TX	75267-9859
WELLS FARGO BANK, N.A.		800 WALNUT STREET	MAC F0005-044		DES MOINES	IA	50309
WELLS FARGO BANK, N.A.		800 WALNUT STREET	MAC F0005-044		DES MOINES	IA	50309
Wells Fargo Equipment Finance		PO BOX 7777			SAN FRANCISCO	CA	94120-7777
WESTERN INN AND SUITES		210 N. VAN BUREN			ENID	OK	73703
Western Inn and Suites		210 N. VAN BUREN STREET			ENID	OK	73703
Western Marketing Inc.		PO BOX 954523			ST LOUIS	MO	63195-4523
Wheeler Brothers Grain Co. Inc	ATTN TODD LAFFERTY	PO BOX 29	505 West Main Street		WATONGA	OK	73772
WILLIAMS SCOTSMAN, INC.		901 S. BOND STREET	SUITE 600		BALTIMORE	MD	21231
Wilson Manufacturing & Design		1011 E. MAIN STREET			CECILIA	KY	42724
Wilson Manufacturing and Design, Inc.	Robin Goff	1011 East Main Street			Cecilia	KY	42724

CreditorName	CreditorNoticeName	Address1	Address2	Address3	City	State	Zip
Windstream		P O BOX 9001908			LOUISVILLE	KY	40290-1908
Xylem Dewatering Solutions		26717 NETWORK PLACE			CHICAGO	IL	60673-1267
Zoro Tools, Inc.		PO BOX 5233			JANESVILLE	WI	53547-5233
Zurich American Insurance		PO Box 68549			Schaumburg	IL	60196

## Exhibit C

CreditorName	CreditorNoticeName	Address1	Address2	City	State	Zip
Advance Acceptance		100 Prairie Ctr Dr		Eden Prairie	MN	55344
Ally Bank		P.O. Box 130424		Roseville	MN	55113-0004
ALLY FINANCIAL		PO BOX 380902		BLOOMINGTON	MN	55438-0902
AT&T CAPITAL SERVICES INC.		208 S. AKARD ST.		DALLAS	TX	75202
BAUTISTA, DAVID		54 1/2 EAST 37TH STREET		SAN ANGELO	TX	76903
BMO Harris Bank N.A		3925 Fountains Blvd.		Cedar Rapids	IA	52411
CATERPILLAR FINANCIAL SERVICES CORP.		2120 WEST END AVE		NASHVILLE	TN	37203
Dilley ISD	Linebarger Goggan Blair & Sampson, LLP	112 E. Pecan Street, Suite 2200		San Antonio	TX	78205
Ford Credit		PO BOX 650575		DALLAS	TX	75265
FORD MOTOR CREDIT COMPANY LLC	C/O NATIONAL BANKRUPTCY SERVICE CENTER	P.O. BOX 62180		COLORADO SPRINGS	CO	80962
Frio Hospital District	Linebarger Goggan Blair & Sampson, LLP	112 E. Pecan Street, Suite 2200		San Antonio	TX	78205
HOLT TEXAS, LTD.		549 JIM WRIGHT FREEWAY NORTH		FORT WORTH	TX	76108
Hood CAD	Laurie A. Spindler	Linebarger Goggan Blair & Sampson, LLP	2777 N. Stemmons Freeway, Suite 1000	Dallas	TX	75207
Jason Gagnon		2100 W 45TH ST		MONAHANS	TX	79756
Jason Stewart		2115 Terry Gatesville Rd		Crystal Springs	MS	39059
Kermit Independent School District	Laura J. Monroe	PO Box 817		Lubbock	TX	79408
LONESTAR PROSPECTS MANAGEMENT, LLC		4413 CAREY STREET		FORT WORTH	TX	76119-4219
LONESTAR PROSPECTS, LTD.		4413 CAREY STREET		FORT WORTH	TX	76119-4219
MAALT SPECIALIZED BULK, LLC		4413 CAREY STREET		FORT WORTH	TX	76119-4219
MAALT, LP		4413 CAREY STREET		FORT WORTH	TX	76119-4219
Pecos County	Linebarger Goggan Blair & Sampson, LLP	112 E. Pecan Street, Suite 2200		San Antonio	TX	78205
PLAINSCAPITAL BANK		777 TAYLOR STREET STE 102		FORT WORTH	TX	76102
Reagan County	Laurie A. Spindler	Linebarger Goggan Blair & Sampson, LLP	2777 N. Stemmons Freeway, Suite 1000	Dallas	TX	75207
Reeves County	Linebarger Goggan Blair & Sampson, LLP	112 E. Pecan Street, Suite 2200		San Antonio	TX	78205
Tarrant County	Laurie A. Spindler	Linebarger Goggan Blair & Sampson, LLP	2777 N. Stemmons Freeway, Suite 1000	Dallas	TX	75207
Tom Green CAD	Laurie A. Spindler	Linebarger Goggan Blair & Sampson, LLP	2777 N. Stemmons Freeway, Suite 1000	Dallas	TX	75207
VARIOUS DEBTOR ENTITIES		4413 CAREY STREET		FORT WORTH	TX	76119
VISTA PROPPANTS AND LOGISTICS, LLC		4413 CAREY STREET		FORT WORTH	TX	76119-4219
VPROP Operating, LLC		4413 Carey Street		FORT WORTH	TX	76119-4219
Ward County	Linebarger Goggan Blair & Sampson, LLP	112 E. Pecan Street, Suite 2200		San Antonio	TX	78205
WATCO COMPANIES, LLC		315 W 3RD ST.		PITTSBURG	KS	66762
WELLS FARGO BANK, N.A.		800 WALNUT STREET	MAC F0005-044	DES MOINES	IA	50309
WELLS FARGO N.A.		300 TRI-STATE INTERNATIONAL		LINCOLNSHIRE	IL	60069
Winkler County	Linebarger Goggan Blair & Sampson, LLP	112 E. Pecan Street, Suite 2200		San Antonio	TX	78205
XU, QIUNUAN		6305 WESTWARD ST APT 104		HOUSTON	TX	77081



## **Exhibit D**

## Impaired Service List

CreditorName	CreditorNoticeName	Address1	Address2	City	State	Zip
ARCC VS CORP.		2000 AVENUE OF THE STARS	FL 12	LOS ANGELES	CA	90067
ARCC VS Corp.	c/o Ares Capital Corporation	Attn General Counsel	245 Park Avenue, 44th Floor	New York	NY	10167
ARES CREDIT STRATEGIES		6850 AUSTIN CENTER BLVD	STE 300	AUSTIN	TX	78731
Ares Credit Strategies	c/o Ares Capital Corporation	Attn General Counsel	245 Park Avenue, 44th Floor	New York	NY	10167
ARES JASPER FUND, L.P.		2000 AVENUE OF THE STARS	FL 12	LOS ANGELES	CA	90067
Ares Jasper Fund, L.P.	c/o Ares Capital Corporation	Attn General Counsel	245 Park Avenue, 44th Floor	New York	NY	10167
Ares ND Credit Strategies Fund LLC	c/o Ares Capital Corporation	Attn General Counsel	245 Park Avenue, 44th Floor	New York	NY	10167
ARES ND CREDIT STRATEGY FUND LLC		2000 AVENUE OF THE STARS	FL 12	LOS ANGELES	CA	90067
FR Sand Holdings LLC	c/o First Reserve Advisors, L.L.C.	One Lafayette Place		Greenwich	CT	06830
FR SAND, LLC		600 TRAVIS ST	SUITE 6000	HOUSTON	TX	77002
FUTURE NEW DEAL, LTD.		4413 CAREY STREET		FORT WORTH	TX	76119-4219
Future New Deal, Ltd.	c/o Gary Humphreys and Martin Robertson	4413 CAREY STREET		FORT WORTH	TX	76119
Gary Humphreys		4413 Carey Street		FORT WORTH	TX	76119
GARY HUMPHREYS		3821 COLLINWOOD AVE		FORT WORTH	TX	76107
GBH Properties, LLC, GHMR II, LLC and GHMR Operations, LLC	Jackson Walker LLP	Kenneth Stohner Jr., Vienna F. Anaya	2323 Ross Avenue Suite 600	Dallas	TX	75201
GHMR Operations, L.L.C.	c/o Gary Humphreys and Martin Robertson	4413 CAREY STREET		FORT WORTH	TX	76119
GHMR, LLC	c/o Gary Humphreys and Martin Robertson	4413 CAREY STREET		FORT WORTH	TX	76119
GHMRC, LLC	c/o Gary Humphreys and Martin Robertson	4413 CAREY STREET		FORT WORTH	TX	76119
LONESTAR PROSPECTS HOLDING COMPANY, LLC		4413 CAREY STREET		FORT WORTH	TX	76119-4219
Lonestar Prospects Holding Company, LLC	c/o Gary Humphreys and Martin Robertson	4413 Carey Street		FORT WORTH	TX	76119
M&J PARTNERSHIP, LTD		4413 CAREY STREET		FORT WORTH	TX	76119-4219
M&J Partnership, Ltd.	c/o Gary Humphreys and Martin Robertson	4413 CAREY STREET		FORT WORTH	TX	76119
Martin Robertson		4413 Carey Street		FORT WORTH	TX	76119
MARTY ROBERTSON		8416 ASHBRIAR LANE		FORT WORTH	TX	76126
TIM PROBERT		14842 BRAMBLEWOOD DRIVE		HOUSTON	TX	77079
Tim Probert	c/o First Reserve Advisors, L.L.C.	One Lafayette Place		Greenwich	CT	06830

## **Exhibit E**

## Limited Service List

Description	CreditorName	CreditorNoticeName	Address1	Address2	City	State	Zip
US Trustee for Northern District of TX	Office of the United States Trustee	Erin Schmidt	1100 Commerce Street, Room 976	Earle Cabell Federal Building	Dallas	TX	75242
IRS	Internal Revenue Service	Centralized Insolvency Operation	PO Box 7346		Philadelphia	PA	19101-7346
SEC Regional Office	SEC Office - Fort Worth	Regional Director	801 Cherry St Ste 1900 Unit 18		Fort Worth	TX	76102
SEC Regional Office	SEC Office - New York	Regional Director	Brookfield Place	200 Vesey St Ste 400	New York	NY	10281-1022
SEC Headquarters	Securities & Exchange Commission	Secretary of the Treasury	100 F St NE		Washington	DC	20549
United States Attorney General	US Department of Justice	United States Attorney General	950 Pennsylvania Ave NW		Washington	DC	20530
United States Attorney General	Attorney General of the United States	Office of the Attorney General	10th and Constitution Ave NW	Main Justice Building Room 5111	Washington	DC	20530
US DOJ Northern District of TX	US Department of Justice	United States Attorney General	1100 Commerce Street Third Floor		Dallas	TX	75242-1699
US Attorneys Office for Northern District of TX	Office of the United States Attorney	Erin Nealy Cox/Bankruptcy Division	Burnett Plaza Suite 1700	801 Cherry St Unit 4	Fort Worth	TX	76102-6882
Texas Attorney General	Office of the Attorney General	Bankruptcy & Collections Division	PO Box 12548		Austin	TX	78711-2548
TX Comptroller of Public Accounts	Texas Comptroller of Public Accounts	Office of the Attorney General	Bankruptcy - Collections Division	PO Box 13528	Austin	TX	78711-3548
Texas Workforce Commission	Texas Workforce Commission	TEC Building - Bankruptcy	101 East 15th Street		Austin	TX	78778
US Environmental Protection Agency	U.S. Environmental Protection Agency	Office of General Counsel	1200 Pennsylvania Ave NW	2310A	Washington	DC	20460
US Environmental Protection Agency	Environmental Protection Agency Region 6	General Counsel	1201 Elm Street Suite 500		Dallas	TX	75270
US Department of Labor	US Department of Labor	Office of the Solicitor	Legal Counsel N-2700	200 Constitution Ave NW	Washington	DC	20210
US Department of Treasury	US Department of Treasury	General Counsel	1500 Pennsylvania Avenue NW		Washington	DC	20220
Counsel for Ares Capital Corporation	Ares Capital Corporation	Attn General Counsel	245 Park Avenue, 44th Floor		New York	NY	10167
Counsel for Ares Capital Corporation	Sidley Austin LLP	Juliana L. Hoffman, Esq. & Charles M. Persons, Esq.	2021 McKinney Ave Ste 2000		Dallas	TX	74201
Counsel for DIP Agent Ares Capital Corporation	Sidley Austin LLP	Herschel T. Hamner III	1000 Louisiana Street Suite 5900		Houston	TX	77002
Counsel for Ares Capital Corporation	Sidley Austin LLP	Dennis M. Twomey, Esq. & Julia Philips Roth, Esq.	One South Dearborn Street		Chicago	IL	60603
Secured Lender	1ST SOURCE BANK	CONSTRUCTION EQUIPMENT DIVISION	P.O. BOX 783		SOUTH BEND	IN	46624
Secured Lender	ARES CAPITAL CORPORATION	AS ADMINISTRATIVE AGENT	245 PARK AVENUE	44TH FLOOR	NEW YORK	NY	10167
Secured Lender	BANC OF AMERICA LEASING & CAPITAL, LLC		135 S. LASALLE STREET		CHICAGO	IL	60603
Secured Lender	CATERPILLAR FINANCIAL COMMERCIAL	ACCOUNT CORPORATION	2120 WEST END AVE		NASHVILLE	TN	37203
Secured Lender	CATERPILLAR FINANCIAL SERVICES	CORPORATION	2120 WEST END AVE		NASHVILLE	TN	37203-0986
Secured Lender	CONTINENTAL BANK		15 W. SOUTH TEMPLE	SUITE 420	SALT LAKE CITY	UT	84101
Secured Lender	CORPORATION SERVICE COMPANY	AS REPRESENTATIVE	PO BOX 2576		SPRINGFIELD	IL	62708
Secured Lender	DE LAGE LANDEN FINANCIAL SERVICES, INC.		1111 OLD EAGLE SCHOOL ROAD		WAYNE	PA	19087
Secured Lender	FIRST WESTERN BANK & TRUST		100 PRAIRIE CENTER DRIVE		EDEN PRAIRIE	MN	55344
Secured Lender	H & E EQUIPMENT SERVICES, INC.		7500 PECUE LANE		BATON ROUGE	LA	70809
Secured Lender	INTERNAL REVENUE SERVICE		PO BOX 145595	MC 8420G	CINCINNATI	OH	45250-5595
Secured Lender	LONESTAR PROP 50, LLC		1500 N.W. LOOP 567		GRANBURY	TX	76048
Secured Lender	MANSFIELD COMMUNITY BANK	A BRANCH OF WOODHAVEN NATIONAL BANK	1700 EAST BROAD STREET		MANSFIELD	TX	76063
Secured Lender	NDS LEASING		1111 OLD EAGLE SCHOOL ROAD		WAYNE	PA	19087
Secured Lender	PINNACLE BANK		1521 N. COOPER	STE. 100	ARLINGTON	TX	76011
Secured Lender	PINNACLE BANK		P.O. BOX 676		KEENE	TX	76059
Secured Lender	PINNACLE BANK	FKA WOODHAVEN NATIONAL BANK	1700 E BROAD STREET		MANSFIELD	TX	76063
Secured Lender	PLAINSCAPITAL BANK		5010 UNIVERSITY AVE		LUBBOCK	TX	79413
Secured Lender	PLAINSCAPITAL BANK		777 TAYLOR STREET STE 102		FORT WORTH	TX	76102
Secured Lender	PLAINSCAPITAL BANK		801 HOUSTON STREET		FORT WORTH	TX	76102
Secured Lender	PRIME ALLIANCE BANK, INC.		1868 SOUTH 500 WEST		WOODS CROSS	UT	84087
Secured Lender	RDO EQUIPMENT CO.		700 7TH ST. SOUTH		FARGO	ND	58103
Secured Lender	WARREN POWER & MACHINERY, INC.		10325 YOUNGER RD	PO BOX 60662	MIDLAND	TX	79711
Secured Lender	WEBBANK		215 State St. Suite 1000		SALT LAKE CITY	UT	84111
Secured Lender	WELLS FARGO BANK, N.A.		300 TRI-STATE INTERNATIONAL	STE 400	LINCOLNSHIRE	IL	60069

## Limited Service List

Description	CreditorName	CreditorNoticeName	Address1	Address2	City	State	Zip
Secured Lender	WELLS FARGO BANK, N.A.		800 WALNUT STREET	F0005-044	DES MOINES	IA	50309
Secured Lender	WOODHAVEN NATIONAL BANK		1700 E BROAD STREET		MANSFIELD	TX	76063
Official Unsecured Creditors' Committee	Twin Eagle Sand Logistics, LLC	c/o Andy Branaugh, SVP-Sand & Terminal Logistics	8847 West Sam Houston Parkway North		Houston	TX	77040
Official Unsecured Creditors' Committee	Trinity Industries Leasing Co.	c/o Scott Ewing, Associate General Counsel	2525 N. Stemmons Fwy.		Dallas	TX	75207
Official Unsecured Creditors' Committee	MP Systems Co., LLC	c/o David Corley, President	11407 Strang Line Road		Lexesa	KS	66215
Official Unsecured Creditors' Committee	The Andersons	c/o Sean Hankinson, VP Sales Rail Group	1947 Briarfield Blvd.		Maumee	OH	43537
Official Unsecured Creditors' Committee	Schlumberger Technology Corporation	c/o Donald Burell, Credit Manager	3600 Briarpark Drive		Houston	TX	77042
Attorney for Claimants	Perdue, Brandon, Fielder, Collins & Mott, L.L.P.	c/o Laura J. Monroe	P.O. Box 817		Lubbock	TX	79408
Attorneys for PlainsCapital Bank	Foley & Lardner LLP	Holland N. O'Neil & Thomas C. Scannell	2021 McKinney Avenue, Ste. 1600		Dallas	TX	75201
Attorneys for Gary B. Humphreys, Martin W. Robertson, GBH Properties LLC, Ghmr II, LLC, GHMR Operations, LLC, Future New Deal, Ltd., M&J Partnership, Ltd., and Lonestar Prospects Holding Company, LLC	Jackson Walker L.L.P.	Kenneth Stohner, Jr. & Vienna F. Anaya	2323 Ross Avenue, Suite 600		Dallas	TX	75201
Counsel to James Hardie Building Products Inc.	DLA Piper LLP (US)	Andrew Zollinger	1900 North Pearl Street, Suite 2200		Dallas	TX	75201
Counsel to James Hardie Building Products Inc.	DLA Piper LLP (US)	Richard A. Chesley & Oksana Koltko Rosaluk	444 West Lake Street, Suite 900		Chicago	IL	60606-0089
Attorneys For Sand Hill Land & Cattle, LLC	Palmer Lehman Sandberg, PLLC	Larry Chek	8350 N. Central Expressway, Suite 1111		Dallas	TX	75206
Attorney for Hood CAD, Tarrant County, and Tom Green CAD	Linebarger Goggan Blair & Sampson, LLP	Laurie A. Spindler	2777 N. Stemmons Freeway	Suite 1000	Dallas	TX	75207
Attorney For Ford Motor Credit Company LLC	Wilcox Law, PLLC	Stephen G. Wilcox	P.O. Box 201849		Arlington	TX	76006
Attorneys for Sequitur Permian, LLC	HooverSlovacek LLP	Melissa A. Haselden	5051 Westheimer, Suite 1200	Galleria Tower II	Houston	TX	77056
Attorney for Hogg Ranch, LLC	The Law Office of Chad Smith, P.C.	Chad Smith	8008 Slide Road, Suite 33		Lubbock	TX	79424-2828
Attorney For Lonestar Prop 50, LLC	Forshey & Prostok, LLP	J. Robert Forshey	777 Main Street, Suite 1550		Fort Worth	TX	76102
Counsel for Warren Power & Machinery, Inc.	Todd, Barron, Thomason, Hudman & Bebout, P.C.	Shane M. Bebout	3800 E. 42nd Street, Suite 409		Odessa	TX	79762-5982
Counsel to ABL Lender	Harris, Finley & Bogle, P.C.	Paul D Bradford	777 Main St., Suite 1800		Fort Worth	TX	76102
Counsel to Twin Eagle Sand Logistics, LLC	Norton Rose Fulbright US LLP	Bob B. Bruner	1301 McKinney, Suite 5100		Houston	TX	77010
Attorney for Pecos County & Ward County	Linebarger Goggan Blair & Sampson, LLP	Don Stecker	112 E. Pecan Street, Suite 2200		San Antonio	TX	78205
Attorneys for Kirby Smith Machinery, Inc.	Hicks Law Group PLLC	Kevin S. Wiley, Jr. & Rebecca A. Hicks	325 N. St. Paul St.		Dallas	TX	75201
Interested Party	BNSF Railway Company	Attn: Suzanne Wellen	2500 Lou Menk Drive, AOB-3		Fort Worth	TX	76131
Counsel to JAIX Leasing Company	Kelley Drye & Warren LLP	Eric R. Wilson & Kristin S. Elliott	101 Park Avenue		New York	NY	10178
Attorneys for Fort Worth & Western Railroad Company & for United Electric Cooperative Services, Inc.	McDonald Sanders, P.C.	Randy Meigs	777 Main Street, Suite 2700		Fort Worth	TX	76102
Counsel for Schlumberger Limited and Schlumberger Technology Corporation	Winston & Strawn LLP	Carrie V. Hardman	200 Park Avenue		New York	NY	10166-4193
Counsel for Schlumberger Limited and Schlumberger Technology Corporation	Winston & Strawn LLP	Brandon W. Duke & Katherine A. Preston	800 Capitol Street, Suite 2400		Houston	TX	77002
Attorneys for MP Systems Company, LLC	Singer & Levick, P.C.	Larry A. Levick & Michelle E. Shiro	16200 Addison Road, Suite 140		Addison	TX	75001
Attorneys for Watco Companies	Quilling, Selander, Lownds, Winslett & Moser, P.C.	Christopher J. Moser & Timothy A. York	2001 Bryan Street, Suite 1800		Dallas	TX	75201
Counsel for the Official Committee of Unsecured Creditors	Kilpatrick Townsend & Stockton LLP	Patrick J. Carew, Esq.	2001 Ross Avenue	Suite 4400	Dallas	TX	75201

## Limited Service List

Description	CreditorName	CreditorNoticeName	Address1	Address2	City	State	Zip
Counsel for the Official Committee of Unsecured Creditors	Kilpatrick Townsend & Stockton LLP	Todd C. Meyers, Esq., David M. Posner, Esq. & Kelly E. Moynihan, Esq.	The Grace Building	1114 Avenue of the Americas	New York	NY	10036-7703
Counsel for Chico Land Management, LLC	Thompson & Knight LLP	Tye C. Hancock	811 Main Street, Suite 2500		Houston	TX	77002
Counsel for Chico Land Management, LLC	Thompson & Knight LLP	Steven J. Levitt	One Arts Plaza	1722 Routh Street, Suite 1500	Dallas	TX	75201
Attorneys for CCC Group, Inc.	Langley & Banack Inc.	David S. Gragg & Natalie F. Wilson	Trinity Plaza II, Suite 700	745 East Mulberry	San Antonio	TX	78212-3166
Attorneys for Eog Resources, Inc.	Bonds Ellis Eppich Schafer Jones LLP	Joshua N. Eppich & J. Robertson Clarke	420 Throckmorton Street, Suite 1000		Fort Worth	TX	76102
Attorney for Union Pacific Railroad Company	Union Pacific Railroad Company	Tonya W. Conley & Lila L. Howe	1400 Douglas Street, STOP 1580		Omaha	NE	68179
Attorney for El Paso Natural Gas Company, L.L.C.	Law Office of Patricia Williams Prewitt	Patricia Williams Prewitt	10953 Vista Lake Court		Navasota	TX	77868
Counsel for Creditor, Caterpillar Financial Services Corp.	Bell Nunnally & Martin LLP	David A. Walton	2323 Ross Avenue, Suite 1900		Dallas	TX	75201
Counsel for Creditor, Caterpillar Financial Services Corp.	Ray Quinney & Nebeker PC	David H. Leigh	36 South State Street, Suite 1400		Salt Lake City	UT	84111
Attorney for RJS Holdings, SJM Resources, LLC and Danny Easterly	Lundberg Law, PLLC	Gregg D. Lundberg	501 N 8th Street		Midlothian	TX	76065
Attorney for Steve Mccarley	Susan B. Hersh, P.C.	Susan B. Hersh	12770 Coit Road, Suite 1100		Dallas	TX	75251
Attorneys for First Western Bank & Trust dba Advance Acceptance	Reagan McLain & Hatch, LLP	William Thomas McLain	6510 Abrams Road, Suite 300		Dallas	TX	75231
Attorneys for Trinity Industries Leasing Co.	Reed Smith LLP	Omar J. Alaniz & Jay L. Krystinik	2850 N. Harwood Street, Suite 1500		Dallas	TX	75201
Attorneys for Internal Revenue Service	Erin Nealy Cox	Donna K. Webb	Assistant United States Attorney	1100 Commerce St., Ste 300	Dallas	TX	75242

## **Exhibit F**

CreditorName	CreditorNoticeName	Address1	Address2	Address3	City	State	Zip	Country
5269290021578560		11155 Briggs Rd			Atascosa	TX	78002	
5269290021578560	Jeremy Baxa	11155 BRIGGS RD			ATASCOSA	TX	78002	
1845 OILFIELD SERVICES	ATTN ACCOUNTS PAYABLE	1995 RANGER HIGHWAY			WEATHERFORD	TX	76088	
1st Source Bank	Attn Mortgage Loan Department	100 N Michigan Street	Suite 800		South Bend	IN	46601	
1ST SOURCE BANK, CONSTRUCTION EQUIPMENT DIVISION		P.O. BOX 783			SOUTH BEND	IN	46624	
24/7 Sand, LLC.		210 S. CARANCAHUA	SUITE 600		CORPUS CHRISTI	TX	78401	
24/7 SANDS		210 S. CARANCAHUA	SUITE 600		CORPUS CHRISTI	TX	78401	
3 Star Daylighting		P.O. BOX 495			CRESSON	TX	76035	
4 ROBERTSON RANCH (4R RANCH)		4413 CAREY STREET			FORT WORTH	TX	76179	
4B Components Ltd		625 ERIE AVE			MORTON	IL	61550	
4R RANCH		4413 CAREY STREET			FORT WORTH	TX	76119	
4-Star Hose & Supply, Inc.		PO BOX 541356			DALLAS	TX	75354-1356	
A & A Steel and Company		3715 TIN TOP HWY			GRANBURY	TX	76048	
A SHRED 2 PIECES, LLC		2320 HINTON DRIVE			IRVING	TX	75061	
A. W. Brueggemann Co. Inc		412 N. INDEPENDENCE			ENID	OK	73701	
A-1 Auto Glass, Inc		7940 WEST FREEWAY			FORT WORTH	TX	76108	
A-1 Scale Service, Inc.		4807 NW INDUSTRIAL DR			SAN ANTONIO	TX	78238	
Aaron Carter Sr		7830 ENCANTO VISTA DR			SAN ANTONIO	TX	78244	
ABBOTT, DUSTIN LANE		13544 CR 1002			GODLEY	TX	76044	
ABDELFAHEH, NOREDINE		5732 PRESCOTT			CHARLOTTE	NC	28269	
Abilene Reporter-News		7950 JONES BRANCH DRIVE			MCLEAN	VA	22107	
ABLE DEVELOPMENT		608 Development Drive Suite # 150			Plano	TX	75074-8351	
ABLE TIRE SOUTHWEST, LLC		4413 Carey St			Fort Worth	TX	76119	
AC American Fixed Income IV, L.P.	Attn General Counsel	245 Park Avenue	44th Floor		New York	NY	10167	
Acadia Insurance Company		P.O. BOX 152180			IRVING	TX	75015-2180	
ACCEL LOGISTICS INC	ATTN JESSICA MIXON	134 FM 2738			ALVARADO	TX	76009	
ACCEL WORKOVER SERVICES, INC.	DBA/ACCEL TRUCKING	4500 S. CO. RD. 1310			ODESSA	TX	79761	
ACCEPTANCE INDEMNITY INSURANCE COMPANY		1314 DOUGLAS STREET, SUITE 1600			OMAHA	NE	68102	
ACCUWEATHER ENTERPRISE SOLUTIONS		385 SCIENCE PARK ROAD			STATE COLLEGE	PA	16803	
ACEVEDO, JESUS M		1604 WASHINGTON ST			EL PASO	TX	79772	
ACI Recycling & Disposal		2900 NACOGDOCHES	SUITE 200		SAN ANTONIO	TX	78217	
ACOSTA SR, GERARDO		6625 MALACITE CT			EL PASO	TX	79924	
ACOSTA, FERNANDO		6246 INDIAN VALLEY			SAN ANTONIO	TX	78242	
ACTION MOBILE INDUSTRIES		3700 EAST LOOP 820 SOUTH			FORT WORTH	TX	76119	
ADAIR, KYLE		3517 SOLANO COURT			ARLINGTON	TX	76017	
Adams Asphalt Plant Services Inc		PO BOX 339			JOHNSON CREEK	WI	53038	
ADAMS JR, ALFRED		10601 SABO ROAD APT 111			HOUSTON	TX	77089	
ADAMS, BRYAN		3511 RHEA CT.			GRANBURY	TX	76049	
A-Dependable Drug Testing, Inc		1099 WATERS EDGE	SUITE 200		GRANBURY	TX	76048	
A-DEPENDABLE DRUG TESTING, LLC		1099 WATERS EDGE DR			GRANBURY	TX	76048	
Administrative Fiduciary		10777 Northwest Freeway	Suite 440		HOUSTON	TX	77092	
ADP, Inc.		504 CLINTON CENTER DRIVE	STE 4400		CLINTON	MS	39056-5610	
Adrian Carrasco		PO BOX 567			HART	TX	79043	
Adrian Cole		1045 JESSICA			MESQUITE	TX	75149	
ADT Security Services		PO BOX 371878			PITTSBURGH	PA	15250-7878	
Advanced Acceptance		100 Prairie Center Drive			EDEN PRAIRIE	MN	55344	
Advanced Industries		P.O. BOX 3127			LONGVIEW	TX	75606	
Advantage OCC Health Medical		994 W. SHERMAN AVENUE BLDG 1			VINELAND	NJ	08360-6932	
AEP Texas, Inc.		PO BOX 371496			PITTSBURGH	PA	15250	
Aero Transportation Products, Inc.		3300 E GEOSPACE DRIVE			INDEPENDENCE	MO	64056	
AFCO		5600 N. RIVER ROAD	SUITE 400		ROSEMONT	IL	60018-5187	
Afendras Archaeology, LLC		PO BOX 441			NORMAN	OK	73070	
A-FOR Systems Inc		PO BOX 3187	SUITE 320. PMB 130		DALTON	GA	30721	
AFS/IBEX A Div of Metabank		PO BOX 650786			DALLAS	TX	75265-0786	
AFS/IBEX Financial Services		PO BOX 650786			DALLAS	TX	75265-0786	
AG Energy Funding, LLC	Attn General Counsel	245 Park Avenue			New York	NY	10167	



CreditorName	CreditorNoticeName	Address1	Address2	Address3	City	State	Zip	Country
AGGREKO, LLC		PO BOX 972562			DALLAS	TX	75397-2562	
AGI Industries, Inc.		PO BOX 53905			LAFAYETTE	LA	70505	
Agricultural Development		PO BOX 150			FORT WORTH	TX	76101-0150	
AGUILAR JR, RAMIRO		301 S CALIFORNIA			BIG LAKE	TX	76932	
AGUILAR, ANGEL B		8111 COUNTY ROAD 109			ALVARADO	TX	76009	
AGUILAR, JOSE		8017 SAN JOSE RD #186			EL PASO	TX	79915	
AGUILAR, SILVANO A.		114 EAST KINSEL			DILLEY	TX	78017	
AGUILAR, STEPHAN		207 NORTH MISSISSIPPI AVE			BIG LAKE	TX	76932	
AGUILAR, URIEL A		12727 TIERRA ESTE APT 68			EL PASO	TX	79938	
AGUILAR, WILLIAM A		6637 PASEO REDONDO			EL PASO	TX	79912	
AGUILERA, RAUL		136 S AWBREY			EL PASO	TX	79905	
Air Cleaning Technology Inc.		4112 N. MAIN			JOSHUA	TX	76058	
Air Masters Heating & Air		PO BOX 2015			CLEBURNE	TX	76033	
Airgas		P.O. BOX 951884			DALLAS	TX	75395-1884	
AIRHEART, CHRISTOPHER LEE		2508 CREEKVIEW DR			GRANBURY	TX	76048	
Airmatic Inc.		284 THREE TUN RD			MALVERN	PA	19355	
Al Petrie		201 ST. CHARLES AVE	SUITE 2413		NEW ORLEANS	LA	70170	
Alamo City Truck Service, Inc.		PO BOX 171302			SAN ANTONIO	TX	78217	
Alan Ashley Welding Service		729 E 45TH STREET			SAN ANGELO	TX	76903	
Alan Encinas		505 PLAZA AVENUE			BIG LAKE	TX	76937	
Alan Sanderson		506 AVIATOR DRIVE			FORT WORTH	TX	76179	
ALANIZ III, ROBERTO		11426 PERSIMMON GAP			SAN ANTONIO	TX	78245	
ALBERT, TRACY LEE		1068 JODIE DRIVE			WEATHERFORD	TX	76087	
Alberts Appliance Repair		HC 4 BOX 794			DENVER CITY	TX	79323	
ALBERTY, ARRIE		P O BOX 1948			MONAHANS	TX	79756	
ALBRIGHT, RYAN		PO BOX 17746			TUCSON	AZ	85731	
ALCORN, GREG ANDRE		#1 CANADIAN CIRCLE			TEXARKANA	TX	75503	
Aldinger Company		1440 PRUDENTIAL DRIVE			DALLAS	TX	75235	
Aldon Company, Inc.		3410 SUNSET AVE			WAUKEGAN	IL	60087	
ALEXANDER, OLANDUS R		14222 WUNDERLICH DRIVE			HOUSTON	TX	77069	
ALEXANDER, WILTON CHAD		348 THOMPSON ST			FORT WORTH	TX	76134	
ALFORD, JASON C.		3902 BANDERA			GRANBURY	TX	76049	
Alfred Bedford		1730 ADRIANA LANE			HOUSTON	TX	77049	
Ali Coulibaly		1809 BAKER DRIVE			MESQUITE	TX	75150	
All Purpose Safety Training		8780 19 ST.	STE 352		ALTA LOMA	CA	91701	
Allegiant Business Finance LLC		600 UNIVERSITY ST	SUITE 2328		SEATTLE	WA	98101	
Allen Adams		157 RIVERWALK			BASTROP	TX	78602	
Allen Anti-Drug Consortium Inc		PO BOX 61992			SAN ANGELO	TX	76906	
ALLEN II, EMOND LEE-DOUGLAS		11104 PISCATAWAY RD			CLINTON	MD	20735	
ALLEN SR, DAVID T		7066 ABNER RD			TERRELL	TX	75161	
Allen Stone		3024 WICHITA CT			FORT WORTH	TX	76140	
ALLEN, BRYANT T		4512 LOS ANGELES ST			HOUSTON	TX	77026	
ALLEN, CHRISTIAN LAYNE		5325 COUNTY ROAD 309			CLEBURNE	TX	76031	
ALLEN, JOHNATHON LAMAR		646 MEADOWGLEN DR			DUNCANVILLE	TX	75137	
ALLEN, REGINA L		3251 MATLOCK RD. #15103			MANSFIELD	TX	76063	
Alliance Source Testing LLC		3308 PRESTON RD	STE 350 PMB116		PLANO	TX	75093	
ALLSTATE SECURITY INDUSTRIES, INC.		3433 Plains Blvd			Amarillo	TX	79102	
Allterra		116 E HUNTLAND DRIVE			AUSTIN	TX	78752	
All-Tex Locksmiths		807 S ROBINSON			CLEBURNE	TX	76031	
Ally Bank	Ally Servicing LLC	Heather Lockman, Bankruptcy Coordinator	4000 Lexington Ave. N. Suite 100		Shoreview	MN	55126	
Ally Bank	Payment Processing Center	P.O. Box 78367			Phoenix	AZ	85062-8367	
Ally Heating and Air Conditioning		3103 W. PIONEER PKWY STE B			PANTEGO	TX	76013	
Ally Servicing LLC	Heather Lockman, Bankruptcy Coordinator	4000 Lexington Ave. N. Suite 100			Shoreview	MN	55126	
ALMALLALLAH SR, ALAA M		4951 S IRELAND CT			AURORA	CO	80013	
ALMAZA MUNOZ, JESUS I		3935 E PALFREY ST			SAN ANTONIO	TX	78223	
Almix		13333 HWY 24 WEST			FORT WAYNE	IN	46804	
Alonso J Cantu		109 SUMMERWIND			LAREDO	TX	78041	
ALONSO, BENIGNO		3411 DEVON ST #8			WESLACO	TX	78599	

CreditorName	CreditorNoticeName	Address1	Address2	Address3	City	State	Zip	Country
Alpha and Omega Pest Control		121 N W RENFRO			BURLESON	TX	76028	
Alpha Testing Inc		2209 WISCONSIN ST			DALLAS	TX	75229	
ALVARADO, ABRAN		107 SW BOUTWELL			COTULLA	TX	78014	
ALVAREZ & MARSAL NORTH AMERICA		600 MADISON AVENUE	8TH FLOOR		NEW YORK	NY	10022	
ALVAREZ, DORA ALICIA		2301 JESSICA DR			SAN JUAN	TX	78589	
ALVAREZ, JUAN P		1844 MAPLE GROVE CHURCH ROAD			MOUNT AIRY	NC	27030	
ALVAREZ, OZZY A		2291 TIERRA HUMEDA			EL PASO	TX	79938	
AMAYA, IGNACIO		442 MABLE ST.			HEREFORD	TX	79045	
AMAYA, JESUS		8953 DONS CT			ALVARADO	TX	76009	
Amazon.com		PO BOX 035184			SEATTLE	WA	98124	
AMEGINDRA, RAYMOND		8529 HORSE WHISPER LANE			FORT WORTH	TX	76131	
Amelia Bautista		630 DELAWARE ST.			DALLAS	TX	75208	
AMERICAN ALTERNATIVE INSURANCE CORP. (LOCKTON)		DEPT 3036	PO BOX 123036		DALLAS	TX	75312-3036	
AMERICAN BIN & CONVEYOR	ATTN CARRIE NASH	221 FRONT ST			BURLINGTON	WI	53105	
American Crane & Equipment		PO BOX 13293			ODESSA	TX	79768	
American Express		PO BOX 360001			FORT LAUDERDALE	FL	33336-0001	
American Express Collection		2965 WEST CORPORATE LAKES BOULEVARD			WESTON	FL	33331	
AMERICAN STRUCTURAL METALS INC	ATTN SCOTT SPRENGER	777 LEHMANN WAY			SOMERSET	WI	54025	
AMERICAN STRUCTURAL METALS, INC.		777 LEHMANN WAY			SOMERSET	WI	54025	
AMOA, MARK ASMAN KWAME		8900 FONDREN RD #283B			HOUSTON	TX	77074	
AMPARAN, JOSE E		216 CARGILL			EL PASO	TX	79905	
AMRISC, LLC		20405 SH 249	SUITE 430		HOUSTON	TX	77070	
AMWINS ACCESS INSURANCE SERVICES, LLC		5910 N. CENTRAL EXPRESSWAY	SUITE 500		DALLAS	TX	75206	
AMWINS BROKERAGE		ONE LIME STREET			LONDON		EC3M 7HA	UNITED KINGDOM
AMWINS BROKERAGE		5910 NORTH CENTRAL EXPRESSWAY	SUITE 500		DALLAS	TX	75206	
AMWINS BROKERAGE OF TEXAS, INC.	TREY WALDREP	5910 N. CENTRAL EXWY. STE 500			DALLAS	TX	75206	
Amy Drakeford		PO BOX 126184			BENBROOK	TX	76126	
ANAYA SR, VICTOR M		2011 WEST 9TH APT 3			FT STOCKTON	TX	79735	
ANCHONDO JR, ANGEL		2299 MADERA RD			PECOS	TX	79772	
ANCHONDO, ELMER ANTONIO		7572 SCARLET VIEW TRAIL			FORT WORTH	TX	76131	
Anchor Industrial		3348 PEDEN ROAD			FORT WORTH	TX	76179	
ANDERSON, DAVID		203 LONE PINE COURT			FORT WORTH	TX	76108	
ANDERSON, DONOVAN		4341 NORTH HORIZON PARKWAY APT 322			DALLAS	TX	75287	
ANDERSON, ERIC LAMAR		6456 E NELSON DR			TUCSON	AZ	85730	
ANDERSON, GARY EARL		1317 E COUNTY RD 117			MIDLAND	TX	79706	
ANDERSON, PATRICK		957 CHESTNUT LN			SAGINAW	TX	76179	
ANDERSON, THOMAS K		31760 CATALINA WAY			BULVERDE	TX	78163	
Andrew Key		4413 CAREY STREET			FORT WORTH	TX	76119	
ANDREWS, JUANITA		2309 WOOD DALE CT			NORTH LAS VEGAS	NV	89031	
ANDY, WILFRED		1702 E MAINE			ENID	OK	73701	
Anew Industrial, LLC		PO BOX 349			BRADY	TX	76825	
Angel Berrios		1710 HINCKLEY ROAD			ORLANDO	FL	32818	
ANGER, ALEX LEROY		308 DONNA CIRCLE			GRANBURY	TX	76049	
Angie Rushing		1517 CLOVER LANE			GRANBURY	TX	76048	
Ankura Consulting Group LLC	Attn Blake Widmoyer	15950 Dallas Pkwy Suite 750			Dallas	TX	75248	
Ann Harris Bennett		TAX ASSESSOR-COLLECTOR	PO BOX 3547		HOUSTON	TX	77253-3547	
ANNAM, JACK		4201 LAMESA DR APT F2			ENID	OK	73703	
Anthony Deshon Evans		8634 WHITE SHADOW			SAN ANTONIO	TX	78249	
Anthony's Heating & Air Conditioning		3823 N. NICKOLS			FORT WORTH	TX	76106	
ANTILLON, JOAQUIN GUADALUPE		228 RENTZ PLACE CIRCLE			WEATHERFORD	TX	76086	
ANTOINE, GREGORY		3761 JADE AVE			LAS CRUCES	NM	88012	
Any Lab Test Now		3270 SHERWOOD WAY			SAN ANGELO	TX	76901	
ANYAEBUNA, BEN		9637 FORST LANE APT 1433			DALLAS	TX	75243	
APACHE CORPORATION		PO BOX 27709			HOUSTON	TX	77227-7709	

CreditorName	CreditorNoticeName	Address1	Address2	Address3	City	State	Zip	Country
APPIAH, BENJAMIN K		11746 BOB WHITE DR			HOUSTON	TX	77035	
Applied Economics Consulting		1905 NORTH LAMAR BLVD			AUSTIN	TX	78705	
Applied Industrial Tech.		PO BOX 100538			PASADENA	CA	91189	
APPTXASED PLLC		PO BOX 4458	DEPT 329		HOUSTON	TX	77210-4458	
APS Fire Co Oklahoma City		DEPT 2785			TULSA	OK	74182	
AR Guerra Holdings, LLC	DBA SLEEP INN & SUITES	2138 WATER STREET			GONZALES	TX	78629	
ARAGON, ZACHARY		1692 LARAMIE LANE			BURLESON	TX	76028	
Aramark Uniform Services		1900 Empire Central			Dallas	TX	75235	
ARAMARK UNIFORM SERVICES		PO BOX 731676			DALLAS	TX	75373-1676	
ARAMBULA SR, ROGELIO		156 STARS AVE			BROWNSVILLE	TX	78520	
ARCC VS CORP.		2000 AVENUE OF THE STARS	FL 12		LOS ANGELES	CA	90067	
ARCC VS Corp.	c/o Ares Capital Corporation	Attn General Counsel	245 Park Avenue, 44th Floor		New York	NY	10167	
ARCHER, DIANA		701 W LEONA ST APT B1			DILLEY	TX	78017	
ARCHIE II, ODIS E		642 WALTER DR			EL DORADO	AR	71730	
Ardent Creative, Inc.		707 W VICKERY	STE 103		FORT WORTH	TX	76104	
ARDOIN, RONNI MICHELLE		1104 WEST MESQUITE AVE.			ROGERS	TX	76569	
ARELLANO JR, SERGIO A		3314 BARKERS FOREST LN			HOUSTON	TX	77084	
Ares Capital Corp.		245 Park Avenue	44th Floor		New York	NY	10167	
ARES CAPITAL CORPORATION		2000 AVENUE OF THE STARS	12TH FLOOR		LOS ANGELES	CA	90067	
ARES CAPITAL CORPORATION, AS ADMINISTRATIVE AGENT		245 PARK AVENUE	44TH FLOOR		NEW YORK	NY	10167	
Ares Capital CP Funding, LLC	Attn General Counsel	245 Park Avenue	44th Floor		New York	NY	10167	
Ares Centre Street Partnership LP	Attn General Counsel	245 Park Avenue	44th Floor		New York	NY	10167	
ARES CREDIT STRATEGIES		6850 AUSTIN CENTER BLVD	STE 300		AUSTIN	TX	78731	
Ares Credit Strategies	c/o Ares Capital Corporation	Attn General Counsel	245 Park Avenue, 44th Floor		New York	NY	10167	
ARES JASPER FUND, L.P.		2000 AVENUE OF THE STARS	FL 12		LOS ANGELES	CA	90067	
Ares Jasper Fund, L.P.	c/o Ares Capital Corporation	Attn General Counsel	245 Park Avenue, 44th Floor		New York	NY	10167	
Ares ND Credit Strategies Fund LLC	c/o Ares Capital Corporation	Attn General Counsel	245 Park Avenue, 44th Floor		New York	NY	10167	
ARES ND CREDIT STRATEGY FUND LLC		2000 AVENUE OF THE STARS	FL 12		LOS ANGELES	CA	90067	
ARGUMANIZ, JAKE FERNANDO		702 COUNTRY CLUB DRIVE			JOSHUA	TX	76058	
ARIAS, MIGUEL D		9550 ELLA LEE LANE APT 1207			HOUSTON	TX	77063	
ARIES SPV, LLC		2900 SOUTH QUINCY STREET	SUITE 425		ARLINGTON	VA	22206	
Armando Salazar		1531 SCHLEY AVE			SAN ANTONIO	TX	78210	
ARMELIN, ERIC C		6419 CANDLEVIEW CT			SAN ANTONIO	TX	78244	
ARMSTRONG, CHARLES		7008 SKY RD			JOSHUA	TX	76058	
ARMSTRONG, JACAROL		3634 WILLOWWOOD			SAN ANTONIO	TX	78219	
ARMSTRONG, RICKEY D		3200 CRYSTAL CT.			GRANBURY	TX	76048	
ARMSTRONG, ROOSEVELT DALE		1508 COUNTRY MANOR ROAD			FORT WORTH	TX	76134	
ARNETT, LARRY D		1121 GRAPE ST			TEXARKANA	AR	71854	
Arnold Valdez		2019 HICKORY WAY			SAN ANTONIO	TX	78264	
Arnoldo Rosalez Jr		105 S SIERRA WOODS			ROCKPORT	TX	78382	
AROMOYO, LEKAN K		278 MARTIN LUTHER KING JR DR			JERSEY CITY	NJ	07305	
ARRIAGA CAMACHO, LEOPOLDO		116 PECOS ST			GLEN ROSE	TX	76043	
ARROW POINT FACILITIES		1532 Ranger Highway			Weatherford	TX	76088	
ARS Rescue Rooter		7436 TOWER STREET			NORTH RICHLAND HILLS	TX	76118	
Artemio Munoz		414 E 14th St			Pecos	TX	79772	
Arthur Martinez		PO BOX 7586			DALLAS	TX	75209	
ARTHUR, THOMAS R		814 NORTH MAIN ST			MERIDIAN	TX	76665	
Arwood Wask		PO BOX 2759			COLUMBIA	MD	21045	
ARWOOD WASTE		PO BOX 2759			COLUMBIA	MD	21045	
Asbury Ft Worth Ford LLC		300 W LOOP 820 SOUTH			FORT WORTH	TX	76108	
Ashley Hartzler		400 S. JENNINGS AVE #429			FORT WORTH	TX	76104	
ASHLINE, MICHAEL P		1534 WOODRUFF ST			SAN ANGELO	TX	76905	
ASI Health Service		4950 KELLER SPRINGS RD STE 190			ADDISON	TX	75001	

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ASI Health Services		4950 KELLER SPRINGS ROAD	SUITE 190		ADDISON	TX	75001	
ASPHALT EQUIPMENT COMPANY, INC. DBA ALMIX		15851 DALLAS PARKWAY	NO. 650		FORT WAYNE	IN	46814	
Associated Well Services, Inc.		PO BOX 16			STEPHENVILLE	TX	76401	
Assurant Employee Benefits		P.O. BOX 807009			KANSAS CITY	MO	64184-7009	
Assured Integration, Inc.		985 PINBROOK DRIVE			LAWRENCEVILLE	GA	30043	
AT&T	c/o CT Corporation System	1999 Bryan Street, Suite 900			Dallas	TX	75201	
AT&T	ATTN JEFFERY MCELFFRESH	208 S AKARD ST			DALLAS	TX	75202	
AT&T	c/o Bankruptcy	4331 Communications Dr	Flr 4W		Dallas	TX	75211	
AT&T		PO BOX 5001			Carol Stream	IL	60197-5001	
AT&T		PO BOX 5014			CAROL STREAM	IL	60197-5014	
AT&T		PO BOX 5019	19		CAROL STREAM	IL	60197-5019	
AT&T		PO BOX 5019	AC# 831-000-4856-903		CAROL STREAM	IL	60197-5019	
AT&T		PO BOX 6463	AC# 287256678439		CAROL STREAM	IL	60197-6463	
AT&T 064		PO BOX 5019			CAROL STREAM	IL	60197-5019	
AT&T 635		PO BOX 5019			CAROL STREAM	IL	60197-5019	
AT&T 834		PO BOX 5002	ACCT#43042834		CAROL STREAM	IL	60197-5002	
AT&T Capital Services Inc.		13160 COLLECTIONS CENTER DR			CHICAGO	IL	60693	
AT&T CORP.		208 S AKARD ST			DALLAS	TX	75202	
AT&T Corp.		208 S. Akard St.	Ste 110		Dallas	TX	75202	
AT&T CORP.		P.O. BOX 5019			CAROL STREAM	IL	60197-5019	
AT&T Long Distance		225 W Randolph St Floor 27A			Carol Stream	IL	60197-5017	
AT&T Long Distance		PO Box 5017			Carol Stream	IL	60197-5017	
AT&T Mobility		208 South Akard Street			Dallas	TX	75202	
AT&T Mobility		PO Box 5017			Carol Stream	IL	60197-5017	
AT&T Mobility		PO BOX 6463			CAROL STREAM	IL	60197-6463	
AT&T U-Verse		208 South Akard Street			Dallas	TX	75202	
AT&T U-Verse		PO Box 5014			Carol Stream	IL	60197-5014	
ATCHISON, JAYSEN FLOYD		803 SUN DOWN			STEPHENVILLE	TX	76401	
Atmos Energy		PO BOX 790311			ST. LOUIS	MO	63179-0311	
ATT 990		PO BOX 5019			CAROL STREAM	IL	60197-5019	
ATTEBURY GRAIN, LLC	ATTN MARVIN HODGSON	1730 W. LOOP 335			AMARILLO	TX	79118	
ATTEBURY GRAIN, LLC		3905 BELL STREET	SUITE B		AMARILLO	TX	79109	
ATTEBURY GRAIN, LLC		PO BOX 2707			AMARILLO	TX	79105	
Attorney General of the United States	Office of the Attorney General	10th and Constitution Ave NW	Main Justice Building Room 5111		Washington	DC	20530	
Audio Acoustics Testing & Diagnostics of Midland		2101 N MIDLAND DR, SUITE 4			MIDLAND	TX	79707	
Audiometric Services, Inc.		4950 KELLER SPRINGS	SUITE 190		ADDISON	TX	75001	
AUSTIN, BOBBY RAY		9060 W. 59TH STREET			ODESSA	TX	79764	
AUSTIN, JAHAR		2505 MORELAND ST			CHARLOTTE	NC	28208	
AUSTIN, JAMES E		1873 CO ROAD 322			GRANBURY	TX	76048	
AUSTIN, JAMIE LYNN		9060 W 59TH ST			ODESSA	TX	79764	
AUTOMATIZE LOGISTICS, LLC		2833 CROCKETT STREET	SUITE 101		FORT WORTH	TX	76107	
Autry Technology Center		1201 W. WILLOW			ENID	OK	73703-2598	
AV Connections Inc		9021 ATHENS			SAN ANTONIO	TX	78251	
AVALOS JR, ANTONIO		5 DANUBE			SAN ANGELO	TX	76903	
AVALOS, JOSE		11037 CHIPPENDALE			EL PASO	TX	79934-7993	
AVELAR, JOSE D		3533 HAZELINE RD			FORT WORTH	TX	76103	
Averitt Express, Inc.		PO BOX 3166			COOKEVILLE	TN	38502	
AVILA JR, JOEL		6350 DEER AVE APARTMENT 72			EL PASO	TX	79924	
AVILA SR, JOEL		10715 PESCADOR			EL PASO	TX	79935	
AVILA, SONNY JAMES		407 N TEXAS			BIG LAKE	TX	76932	
Axiom Medical Consulting, LLC		8401 NEW TRAILS DRIVE	SUITE 100		THE WOODLANDS	TX	77381-4088	
AYLESWORTH, JOSEPH EDWARD		3900 CROSS TIMBER ROAD			BURLESON	TX	76028	
AZFAB		PO BOX 326			BRIDGEPORT	TX	76426	

CreditorName	CreditorNoticeName	Address1	Address2	Address3	City	State	Zip	Country
B&B Electric Inc		1303 WESTERN AVENUE			EAU CLAIRE	WI	54703	
BABALOLA, OLUWASEYI		9700 COUT GLEN DR APT 211			HOUSTON	TX	77099	
Badger Daylighting Corp.		LB# 1627	PO BOX 95000		PHILADELPHIA	PA	19195	
BAEZ, JOSE JESUS		6515 MONTEREY			SAN ANTONIO	TX	78237	
BAILEY, MAX D		11841 CR 335			HAWLEY	TX	79525	
BAIRD, JAMES		35321 WESTERN DR			BARSTOW	CA	92311	
BAJO, WALLEY		2402 E ASH			ENID	OK	73701	
BAKER, HAYDEN D		172 HILLCROFT DR.			WEATHERFORD	TX	76087	
BAKER, JEREMY BRYAN		614 CRESTVIEW DRIVE			GRANBURY	TX	76048	
BAKER, JEREMY LEE		6701 CR 4712			LARUE	TX	75770-7577	
BALDERAS, TOMAS		1024 EAST 24TH ST			SAN ANGELO	TX	76903	
BALLARD, MICHAEL		2513 N JACKSON			ENID	OK	73701	
BALLENGER, CLIFFORD JAMES		18234 KNOTTY GREEN DR			HOUSTON	TX	77084	
BALLESTEROS, MARIO		246 CEDAR CREEK CT			AZLE	TX	76020	
BAMBROOK, WALTER		5724 REMINGTON CIR 1701			FORT WORTH	TX	76132	
BANC OF AMERICA LEASING & CAPITAL, LLC		135 S. LASALLE STREET			CHICAGO	IL	60603	
BankDirect Capital Finance LLC		PO BOX 660448			DALLAS	TX	75266-0448	
BANKHEAD, ROCKY W.		9620 MOUNTAINVIEW			RIOVISTA	TX	76093	
BANKSTON, DEAN		933 INDIAN DRIVE			GRANBURY	TX	76048-7604	
BANNING, RYAN C		3005 BELLAIRE RANCH DR APT 1738			FORT WORTH	TX	76109	
BANUELOS MORENO, LUIS		7733 ELK RUN			SAN ANGELO	TX	76901	
Baptist Healthcare of Oklahoma		PO BOX 3928			ENID	OK	73702-3928	
BARAJAS, EDWARD ENRIQUEZ		202 EAST BROOKS ST			ELDORADO	TX	76936	
Barbee Electric	DBA BARBEE ELECTRIC	7600 WOODWIND DRIVE			ALVARADO	TX	76009	
BARBER, SEAN MICHAEL		78 VERNAL TRL N			FORT WORTH	TX	76108	
Barcodes Inc		PO BOX 0776			CHICAGO	IL	60690-0776	
BARKER, DEREK WADE		173 CR445			DELEON	TX	76444	
Barnco, Inc.		1507 WEST 2ND STREET			ODESSA	TX	79763	
Barney Guthrie		504 LOIS ST			AUBREY	TX	76227	
BARNHART CRANE & RIGGING FWO, INC.		13026 Ellen Lane			Houston	TX	77015	
BARNHART FWO, INC.		13026 Ellen Lane			Houston	TX	77015	
BARRAGAN, REYES ABEL		133 GUYLER LANE			DEL RIO	TX	78840	
BARRAZA, ALONSO		1012 STAMFORDHAM			EL PASO	TX	79928	
Barrco Oilfield Services, LLC		PO BOX 1272			GOLDTHWAITE	TX	76844	
BARRETO RODRIGUEZ, WILFREDO		4801 BAYER HOLLOW DR			KILLEEN	TX	76549	
Barrett McNaghy LLP		215 EAST BERRY ST			FORT WAYNE	IN	46802	
BARRETT, STEVEN DEBOIS		105 APPLE ST			SEAGOVILLE	TX	75159	
BARRON, DONNIE REESE		613 W. AUSTIN AVE.			BROWNWOOD	TX	76801	
BARRON, ERIC		8020 EMERALD CREST DR. #207			FORT WORTH	TX	76108	
BARRON, JASON ISSAC		3800 AUSTIN AVE			BROWNWOOD	TX	76801	
BARRON, MIGUEL ADRIAN		P.O. BOX 15			FABENS	TX	79838	
BASIC CISCO/EASTLAND		PO Box 1519			EASTLAND	TX	76448	
BASIC ENERGY		479 FM 1830			GAINESVILLE	TX	76240	
BASIC ENERGY SERVICES, LP		479 FM 1830			GAINESVILLE	TX	76240	
BASIC FAIRVIEW		PO Box 466			FAIRVIEW	OK	73737	
BASIC GAINESVILLE		479 FM 1630			GAINESVILLE	TX	76240	
BATISTE, WILDRED		109 NED L			BROUSSAND	LA	70518	
BATRES, JUAN		1236 MORGAN MARIE			EL PASO	TX	79936	
BAUTISTA, AMELIA M		548 ROCKY ACRES RD			CEDAR HILL	TX	75104	
BAUTISTA, RODOLFO LEO BARDO		2655 YARBROUGH DR APT 206			EL PASO	TX	79925	
Bay Ltd		PO BOX 9908			CORPUS CHRISTI	TX	78469-9908	
BBVA Compass Bank		PO BOX 192			BIRMINGHAM	AL	35201-0192	
BEARDEN, BRIAN GLEN		3031 WEAVE COURT			GRANBURY	TX	76049	
Bearing Chain & Supply, Inc		3244 GARDENBROOK DRIVE			FARMERS BRANCH	TX	75234	
BEAUBOUF, EVAN		6012 WESTRIDGE LN #602			FT WORTH	TX	76116	
BEAZLEY GROUP		ONE LIME STREET			LONDON		EC3M 7HA	UNITED KINGDOM
BEAZLEY GROUP	BEAZLEY USA SERVICES, INC.	30 BATTERSON PARK ROAD			FARMINGTON	CT	06032	

CreditorName	CreditorNoticeName	Address1	Address2	Address3	City	State	Zip	Country
BEAZLEY GROUP	MENDES & MOUNT	750 SEVENTH AVENUE			NEW YORK	NY	10019-6829	
BEAZLEY GROUP		ATTN TMB CLAIMS GROUP	1270 AVENUE OF THE AMERICAS 12TH FLOOR		NEW YORK	NY	10020	
BECK JR, RYAN MATTHEW		1633 SOUTHERN AVENUE			WHICHITA FALLS	TX	76301	
BECKMAN, TERRI LYNN		5408 COUNTY ROAD 803			JOSHUA	TX	76058-5208	
Beco Service		3017 GORDON AVENUE			FT WORTH	TX	76110	
BEEBE II, WILLIAM H		6505 ASHBY POINT			SAN ANTONIO	TX	78233	
BELCHER, DEREK JAMES		604 SHADY GROVE DR			GRANBURY	TX	76049	
Belinda DeArman		6616 CROWN FOREST DRIVE			PLANO	TX	75024	
BELLOMY, ROCKY DENNIS		202 COLLEGE PARK DRIVE APT. 283			WEATHERFORD	TX	76086	
Beltco Services LLC		1255 POST OAK RD			LUFKIN	TX	75904	
BELTRAN, JORGE ABRAHAM		6720 MARIPOSA			EL PASO	TX	79912-7991	
BELTRAN, LEROY		2907 CENTAURUS WAY			GRANBURY	TX	76048	
BELTRAN, OSCAR FIDEL		6720 MARIPOSA			EL PASO	TX	79912	
BELTRAN, RAUL A		990 FRONTERA ROAD			SUNLAND PARK	NM	88063	
BENAVIDES, JOEL		10129 LEATHERWOOD DR.			FORT WORTH	TX	76108	
BENAVIDES, MONIQUE		225 S PUENTE ST APT C-14			PEARSALL	TX	78061	
Bengino Alonso		7113 N. BARRERA ST.			MERCEDES	TX	78570	
Benjamin Yates Keith		701 NW SANDRA LANE			BURLESON	TX	76028	
BENJAMIN, ROGER RALPH		6602 TOKALON LN			ARLINGTON	TX	76002	
Bennett Building Systems, Inc		2540 S BURLESON BLVD			BURLESON	TX	76028	
BENNETT, STEVEN MARK		1704 FM 2822			RICHLAND SPRINGS	TX	76871	
BENSON, CHANCE BROOKE		7312 TULIP ST			SAN ANGELO	TX	76901-7690	
BENSON, TRAVIS A		5612 CUERO DR.			GRANBURY	TX	76049	
BENTLEY, EDWARD KIETH		3378 WINCHESTER ESTATES CIR			LAKELAND	FL	33810	
BERCKART, GARY		405 SAN LUCAS DR			CROWLEY	TX	76036	
BERCKART, MATTHEW EDWARD		405 SAN LUCAS DR			CROWLEY	TX	76036	
BERNEY, RANDELL W		3508 MAIN ST			TEXARKANA	TX	75501	
BERRIOS JR, ANGEL LUIS		PO BOX 382			PEARSALL	TX	78061	
BERRY, DONALD RAMON		8134 RICHLAND DR.			HOUSTON	TX	77028	
Best Way Inn		1970 W HENDERSON ST			CLEBURNE	TX	76033	
BESTON, DERIC A		1330 POPLAR AVE			CANON CITY	CO	81212	
Bete Fog Nozzle, Inc.		50 GREENFIELD ST.			GREENFIELD	MA	01301	
BETTER MANAGEMENT CORP. OF OHI	ATTN ACCOUNTS PAYABLE	PO BOX 130	4321 STATE RTE. 7		NEW WATERFORD	OH	44445	
BHA Altair LLC	DBA CLARCOR INDUSTRIAL AIR	11501 OUTLLOK STREET	SUITE 10		OVERLAND PARK	KS	66211	
Big Lake Auto Parts Inc.		211 E 2ND STREET			BIG LAKE	TX	76932	
Big Reds Equipment		105 BOLTON ROAD			GRANBURY	TX	76049	
BIGGS, CHRISTOPHER C		606 N 10TH			ENID	OK	73701	
BIGGS, MICHAEL AARON		6904 SUNDANCE CIRCLE			JOSHUA	TX	76058	
Bill Adams Enterprises LLC		1300 E MAIN STREET			GRAND PRAIRIE	TX	75050	
BILL SINGMASTER		701 SUNSET ACRES ST			GRANBURY	TX	76048	
BILLINGS, ALEXIS NICHOLE		4809 SOUTH VERONICA			MONAHANS	TX	79756	
BILLUPS, MICHAEL R		PO BOX 1469			MANSFIELD	TX	76063	
Billy Chandler	DBA CHANDLER CONTRACTORS	504 LOUIS STREET			AUBREY	TX	76227	
BINGHAM, RONALD GLENN		1312 NW 12TH PLACE			ANDREWS	TX	79714	
BIRCH OPERATIONS, INC	ATTENTION ACCOUNTS PAYABLE	2918 N. COUNTY ROAD 1140			MIDLAND	TX	79705	
BIRCH OPERATIONS, LLC	ATTENTION ACCOUNTS PAYABLE	2918 N. COUNTY ROAD 1140			MIDLAND	TX	79705	
BIROME, DAMASCENE		6326 STILL MEADOW			SAN ANTONIO	TX	78222	
BISHOP, MATTHEW W		515 EATON ST			PIEDMONT	MO	63957	
BISHOP, WEBSTER R		8359 HWY 35 N			FOREST	MS	39074	
BJ SERVICES, LLC		11211 FM 2920			TOMBALL	TX	77375	
BLACK MOUNTAIN		420 Commerce Street	Suite 500		FORT WORTH	TX	76102	
Black Mountain Sand LLC		500 MAIN ST	SUITE 1200		FORT WORTH	TX	76102	
BLACK, DIMITRI LANIAS SANCHEZ		220 US HWY 259 N			ORE CITY	TX	75683	
BLACK, JOSHUA J		4407 NOLAN CREEK CT			GRANBURY	TX	76049	
BLACKWELL, DOLLY		137 HIALEAH PARK ST APT 80			SAGINAW	TX	76179	
BLADES, DUSTIN JAMES		1101 MCGREDE DR			SULPHUR SPRINGS	TX	75482	

CreditorName	CreditorNoticeName	Address1	Address2	Address3	City	State	Zip	Country
Blaine County Chem-Cans LLC		RR 1 BOX 57			LONGDALE	OK	73755	
BLAINE STONE LODGE		5331 Weatherford Road			Midlothian	TX	76065	
Blair Communications, Inc.		11407 GOODNIGHT LANE			DALLAS	TX	75229	
BLAKE J.W. DENOYER		3549 MONROE HIGHWAY			GRANBURY	TX	76049	
BLAKELEY, CHAD SHANNON		907 PEAR STREET			WHITE OAK	TX	75693	
BLAKELY JR, ULICE		5333 W LEON TR			MILWUKEE	WI	53216	
Blakes Auto Parts Inc		1200 E SECOND ST			BIG LAKE	TX	76932	
BLAKLEY, JIMMY PAUL		2015 ROBERTS DRIVE			GRANBURY	TX	76048	
BLANCHETTE, DYLAN LANE		509 NORTH ELM ST APT 8			ARLINGTON	TX	76011	
BLANCHETTE, JAKE BRITTON		1250 WHISPER LN			GLEN ROSE	TX	76043	
BLANCHFIELD III, WILLIAM L		516 N INDAPENANCE			ENID	OK	73701	
BLANCO SR, ERBEY L		904 S MAIN ST			ELDORADO	TX	76936	
BLEDSON, TIFFANY D		2313 SAN ANTONIO ST			SAN ANGELO	TX	76901	
BLOCK, RHYS J		37 103RD AVE NE			BELLEVUE	WA	98004	
BLOCKER, THOMAS E		745 COUNTY ROAD 1123			CLEBURNE	TX	76033	
Blossom on the Boulevard		2201 SW WILSHIRE BLVD			BURLESON	TX	76097	
BLUE CANYON HOLDINGS, LLC		13190 US HWY 67 SOUTH			SAN ANGELO	TX	76904	
BLUE CROSS AND BLUE SHIELD OF TEXAS		PO BOX 650615			DALLAS	TX	75265-0615	
Blue Mountain Capital Inc.		3900 Skippack #D3			Skippack	PA	19474	
BLUE MOUNTAIN CAPITAL INC.		PO BOX 151			SKIPPACK	PA	19474	
Blue Steer Truck Wash		PO BOX 830604	DEPT 100		BIRMINGHAM	AL	35283	
BMC TRANSPORTATION CORPORATION, INC.		4025 E. 23rd Street			Columbus	NE	68601	
BMO Harris Bank		270 MERCHANTS SQ DR			CARMEL	IN	46032	
BMO Harris Bank N.A		3925 Fountains Blvd. NE			Cedar Rapids	IA	52411	
BMO Harris Bank N.A		PO Box 71951			Chicago	IL	60694	
BMO Harris Bank N.A	BMO Harris Bank N.A	PO Box 71951			Chicago	IL	60694	
BNSF LOGISTICS		2710 S. 48TH ST.			SPRINGDALE	AR	72762	
BNSF LOGISTICS, LLC		2710 S. 48TH ST			SPRINGDALE	AR	72762	
BNSF RAILWAY COMPANY		2301 LOU MENK DRIVE			FORT WORTH	TX	76131	
BNSF Railway Company	Suzanne Wellen	2500 Lou Menk Drive AOB-3			Fort Worth	TX	76131	
BNSF Railway Company		2650 Lou Menk Dr			FORT WORTH	TX	76131	
BNSF RAILWAY COMPANY		3115 SOLUTIONS CENTER			CHICAGO	IL	60677-3001	
BNSF Railway Company		PO BOX 676160			DALLAS	TX	75267-6160	
BNSFL-SWEETWATER	ATTN PROJECT AR	1600 LAKESIDE PKWY	STE 100		FLOWER MOUND	TX	75028	
Boart Longyear Company		P.O. BOX 86			MINNEAPOLIS	MN	55486	
BOBBITT, DAVID B		3307 LOMETA DRIVE			AMARILLO	TX	79109	
BODDIE, SHAWN O.		2003 MINNIE DR.			ARLINGTON	TX	76012	
BOLD LOGISTICS, LLC	ATTN CHAD M. WEBSTER	1330 E. 8TH ST. STE 405			ODESSA	TX	79761	
BOLDEN, TERRY		14521 SPRING RANCH ROAD			GODLEY	TX	76044	
BOLIN III, LUTHER E.		584 DEXTER DR. APT D			FLOWOOD	MS	39232	
BONAVENTE, ERICSON B		417 HINGE LOOP			CIBOLA	TX	78108	
BONDRIK, BILLIAM J.		215 S. FERGUSON ST.			ENID	OK	73701	
BONFIGLIO, STEPHEN JOSEPH		PO BOX 1744			GRANBURY	TX	76048	
BOORTZ, CHRISTOPHER W		2517 RIVER COUNTY LANE			GRANDBURY	TX	76048	
BORJAS, JOSE E		1550 KATY GAP RD UNIT 1705			HOUSTON	TX	77494	
BOSHEARS, MICHAEL LEE		302 STACY			BRADY	TX	76825	
BOSQUEZ SR, DANIEL		512 NW PARK MEADOW			BURLESON	TX	76028	
BOUSLEY, JOHN		3808 SANDGATE			FORT WORTH	TX	76105	
BOWEN, HEMAN M		2205 PALMERA CV			AUSTIN	TX	78744	
Bowman Enterprises, Inc.		PO BOX 928			GRANDVIEW	TX	76050	
Bowman Environmental Enterprises, LLC		801 S. FILES ST.			ITASCA	TX	76055	
Boyd Metals of OKC		6060 SW 44TH ST			OKLAHOMA CITY	OK	73144	
BOYD, DAVID WAYNE		3566 RICKABAUGH RD			GRANBURY	TX	76048	
BOYKINS SR, VINCENT W		1958 REGENT ROAD			PRATTVILLE	AL	36066	
BOYLE, BRYAN		2210 LAKESIDE AVE			SAN ANGELO	TX	76901	
BRADDY, RASHENE T		4162 KRISTEN CT			CONLEY	GA	30288	
Braden Merrill, Vice President and CFO		2050 W. Sam Houston Pkwy., Suite 1850			Houston	TX	77042	
BRADFORD, JASON ALLEN		117 LANCASHIRE DR			BOSSIER CITY	LA	71111	



CreditorName	CreditorNoticeName	Address1	Address2	Address3	City	State	Zip	Country
BRANAMAN, ARESSA LENAY		3018 KNICKERBOXER RD. APT 707			SAN ANGELO	TX	76904	
BRANCH, MILES		900 VICTORIA CT.			GRANBURY	TX	76048	
Brandon Studavent		7534 VAN NESS			SAN ANTONIO	TX	78251	
BRANSOM, JUSTIN MATTHEW		5224 WOSLEY DRIVE			FORT WORTH	TX	76133	
Braun Intertec Corporation		2436 E. RANDOL MILL ROAD			ARLINGTON	TX	76011	
BRAVO, RAUL		133 E ZARAGOSA			UVALDE	TX	78801	
BREWER, MATTHEW		5209 CONCHO VALLEY TRAIL			FORT WORTH	TX	76126	
Brian Celestino		7150 HICKORY GROVE			SAN ANTONIO	TX	78227	
Brian J. Hecht		417 SAGEBRUSH DRIVE			ALEDO	TX	76008	
Brian McConn		912 Woodland St			HOUSTON	TX	77009	
BRIAN MCCONN		4413 CAREY STREET			FORT WORTH	TX	76119	
Brice Fritter		1303 VERGARO LANE			DILLEY	TX	78017	
BRIDGES, NOEL A		526 CR 2306			RUSK	TX	75785	
Briggs Equipment Inc		10540 N Stemmons Fwy			DALLAS	TX	75220	
BRINKOETTER, STEVEN RAY		7624 COUNTY ROAD 1203			GRANDVIEW	TX	76050	
BRIONES, LORETTA		3704 S. GAIL			MONAHANS	TX	79756	
BRISTER SR, ADAM		103 JOYS COVE			CLINTON	MS	39056	
BROMANDI, HAMED		5829 FIR TREE LANE			FORT WORTH	TX	76123	
Brookes Baker Surveyors		930 HICKEY COURT			GRANBURY	TX	76049	
BROOKS, DECORIAN EUGENE		10845 HIGHWAY 5 SOUTH			MARION	AL	36756	
BROUGHTON JR, DAVY H		1845 LA MESA LN			SAN ANGELO	TX	76905	
BROWN, CODY STEVEN		1920 15TH AVE #100			KEARNEY	NE	68845	
BROWN, DOUGLASS WAYNE		11904 ALPHEUS AVE #D			AUSTIN	TX	78759	
BROWN, J SPENCER		2305 EMBREY PL. # 1703			FORT WORTH	TX	76111	
BROWN, JASON ERIC		8602 FM 462 S			HONDO	TX	78861	
BROWN, KENNETH		943 BIG SKY DR			WAXAHACHIE	TX	75167	
BROYLES, BROCK TYLER		433 WESTERN HILLS DR.			ABILENE	TX	79605	
Bruce Lowrie Chevrolet, Inc		711 SW LOOP 820			FORT WORTH	TX	76134	
Bruce Meadows		101 POST OAK RD			POTEET	TX	78065	
BRYAN, SHANE DILLION		405 1/2 W GALLEGRO			ALPINE	TX	79830	
Bryant Greer		1963 CR 1029			MCKINNEY	TX	75071	
Bryant Vazquez		104 SENEGAL PALM DR			LAREDO	TX	78045	
BUCK, TROY		320 MASONWOOD DR			KYLE	TX	78610	
BUCKEYE TRANSFER REALTY, LLC		41738 Esterly Dr			Colombiana	OH	44408-9448	
Buffalo Wire Works		PO BOX 1239			BUFFALO	NY	14240-1239	
Builders Sales & Service Co		PO BOX 8784			FORT WORTH	TX	76124	
BULLARD, DAVID LEWIS		353 FM 3049			BLUM	TX	76627	
BURGESS, ERIN		2240 E TRINITY MILLS RD APT 312			CARROLLTON	TX	75006	
BURGOS, JOHNNY		8516 WESTERN HILLS BLVD			WHITE SETTLEMENT	TX	76108	
BURNETTE, RICARDO		1813 AVENUE L			BOGALUSA	LA	70427	
Burnetts Staffing, Inc.	ACCOUNTING DEPARTMENT	2710 AVE. E EAST			ARLINGTON	TX	76011	
BURNS, JASON P		9441 COUNTY RD 107			ALVARADO	TX	76009	
BURNS, TORINZO		709 7TH ST.			JONESBORO	LA	71251	
BURT, TRISTAN		905 FOREST AVE			CLEBURNE	TX	76033-7603	
BUSH, CRAIG SCOTT		15575 RING ROAD			BRANT	MI	48614	
BUSHONG, CHAD RYAN		505 S ROBINSON ST.			CLEBURNE	TX	76031	
BUTLER JR, GARY LYNN		199 N DOVE ST			VAN	TX	75790	
BUTLER, ROY H		506 EAST ADAMS STREET			LEVELLAND	TX	79336	
BYARS, CHANCE E.		4568 DEE LN			HALTOM CITY	TX	76117	
BYNAUM, CHARLES LEE		5145 ACTON HWY			GRANBURY	TX	76049	
BYNUM, CODY AARON		3820 DOVE CREEK ROAD			CLEBURNE	TX	76031	
C&B Materials of Texas, LLC		PO BOX 10623			MIDLAND	TX	79702	
C&G HUMPHREYS DEVELOPMENT LP		10032 S Highway 171			Grandview	TX	76050	
C&G HUMPHREYS INVESTMENTS		10032 S Highway 171			Grandview	TX	76050	
C&G REALTY A-E		4413 Carey St			Fort Worth	TX	76119	
C&G REALTY E LLC		4413 Carey St			Fort Worth	TX	76119	
C&J ENERGY SERVICES		3990 ROGERDALE			HOUSTON	TX	77042	
C&R Oilfield Services, Inc		P.O.BOX 1084			SAN ANGELO	TX	76902	
C.M. Consulting		PO BOX 407			ODELL	OR	97044	



CreditorName	CreditorNoticeName	Address1	Address2	Address3	City	State	Zip	Country
CABALLERO, ABEL A		1156 EAST 25TH			SAN ANGELO	TX	76903	
CABRAL, ISAIAH ANALBERTO		219 COUNTY ROAD 172			BLUFF DALE	TX	76433	
CACHO, CLINTON MASSIE		2526 TAPIA BLVD SW			ALBUQUERQUE	NM	87105	
Cactus Jacks Boot Country, Inc		6921 HWY 67E			ALVARADO	TX	76009	
CADENA, LOUIS		502 REDFERN DR			SAN ANTONIO	TX	78264	
CAGE, RUSSELL W.		1839 NEWSOM MOUND RD			SPRINGTOWN	TX	76082	
Cake Ball-erina		1012 KERRVILLE WAY			MCKINNEY	TX	75070	
Cal delaPena		PO BOX 6036			MIDLAND	TX	79704	
CALDERA, JUAN J		10428 ETHYL HART ST			EL PASO	TX	79927	
CALDERON SR, HUGO		640 RANCHO DR			MESQUITE	TX	75149	
CALDERON, EFRAIN		163 EAGLES CREST LANE			WEATHERFORD	TX	76087	
Calfrac Well Services		717 17TH STREET	STE 1445		DENVER	CO	80202	
CAMACHO MATORINO, FRANCISCO JAVIER		310 ROSS ST			SUNLAND PARK	NM	88063	
CAMACHO, JOSE CARLOS		1315 FORD ST			EAGLE PASS	TX	78852	
CAMACHO-MARTINEZ, CARLOS R		904 AVENUE C NE			CHILDRESS	TX	79201	
CAMARILLO, JIMMY		236 MOONGLOW DR			EL PASO	TX	79912	
Camaro Parent LLC	DBA CAREERBUILDER LLC	200 N LASALLE STREET	STE 1100		CHICAGO	IL	60601	
Cambridge Security Seals LLC		ONE CAMBRIDGE PLAZA			POMONA	NY	10970	
CAMERON, CHAD ALLEN		3519 BARTALLEN LN.			WEATHERFORD	TX	76088	
CAMP, CHARLES R		2602 COMMUNITY RD			JACKSONVILLE	FL	32207	
CAMPBELL, AUDLEY N		6971 SW 26 STREET			MIRAMAR	FL	33023	
CAMPBELL, CHARLES L		4402 TALLTIMBER CT			GRANBURY	TX	76049	
CAMPBELL, DEAN		P.O. BOX 8294			FORT WORTH	TX	76124	
CAMPBELL, LANDON IAN		196 HIGHLAND DR			SANTA MARIA	CA	93455	
CAMPOS, FRANK		8365 BEVERLY PL			EL PASO	TX	79907	
CAMPOS, HERMAN		2911 AVE J			SNYDER	TX	79549	
CANNON, DANNY JAMES		920 E PEARL ST APT 6			GRANBURY	TX	76048	
CANON FINANCIAL SERVICES, INC.		14904 COLLECTIONS CENTER DRIVE			CHICAGO	IL	60693-0149	
CANON FINANCIAL SERVICES, INC.		158 Gaither Drive Suite 200			Mount Laurel	NJ	08054	
Canon Solutions America, Inc.		1 Canon Park			Melville	NY	11747	
CANON SOLUTIONS AMERICA, INC.		15004 COLLECTIONS CENTER DRIVE			CHICAGO	IL	60693	
Canopy Employment Screenings		814 NORTH CREEK DR.	STE B		CONWAY	AR	72032	
CANTU JR, INES MARIO		2901 MI TIERRA DR			WESLACO	TX	78599	
Capcorp		PO BOX 540757			DALLAS	TX	75354	
CAPE, RONALD C		676 MCVOID RD			SPRINGTOWN	TX	76082	
Capital Corporate Services		PO BOX 1831			AUSTIN	TX	78767	
Capital One N.A.	CORPORATE CARD	P.O. BOX 60024			NEW ORLEANS	LA	70160-0024	
Capital One, NA		PO BOX 60024			NEW ORLEANS	LA	70160-0024	
Capitol Information Group, Inc		7600 A LEESBURG PIKE #300			FALLS CHURCH	VA	22043	
CAPPS, SHANNON B		PO BOX 1294			EDEN	TX	76837	
Carbon Environmental LLC		661 E MAIN ST #200-254			MIDLOTHIAN	TX	76065	
Carcan REI, LLC		PO BOX 2193			GRANBURY	TX	76048	
Card Service Center		PO BOX 569100			DALLAS	TX	75356-9100	
CARDENAS JR, JOSE A		121 W 11ST			SAN ANGELO	TX	76903	
CARDIEL, HECTOR JAVIER		1017 RANCO ST			PECOS	TX	79772	
CareerBuilder, LLC		13047 COLLECTION CENTER DRIVE			CHICAO	IL	60693-0130	
Carenow		PO BOX 743571			ATLANTA	GA	30374-3571	
Carlos Macias		8468 OAKRIDGE LOOP			LAREDO	TX	78045	
Carlyle Lockhart		8303 REDHEART STREET			ARLINGTON	TX	76002	
CARNEY, JOSE		6325 CANYON CIRCLE			FORT WORTH	TX	76133	
CAROL ANN MERCURE LIVING TRUST		4454 Signal Rd.			Columbiana	OH	44408	
Carol Leacy		PO BOX 1000			WHISTLER	BC	VON1B0	CANADA
Carolyn Smithwick		1212 GREENBRIAR LANE			CLEBURNE	TX	76033	
CARRASCO, GEOVANNE D		PO BOX 422			BIG LAKE	TX	76932	
CARRASCO, HUGO G		811 BUCKLAND			RANKIN	TX	79778	
CARRILLO, BONIFACIO		113 E BLUEBONNET DR			CRESSON	TX	76035	
CARRILLO, IGNACIO M		116 S MULBERRY ST			PEARSALL	TX	78061	
CARRINGTON, EDWARD OMAR		122 WILDERNESS TRL			ELGIN	TX	78621	

CreditorName	CreditorNoticeName	Address1	Address2	Address3	City	State	Zip	Country
CARRINGTON, HUNTER KEITH		3814 LEVEE CIRCLE WEST APT 133			BENBROOK	TX	76109	
CARRIZALES, BILLY J		216 W 23RD ST			PEARSALL	TX	78061	
Carson Pest Control, Inc.		2210 N. MAIN ST.			CLEBURNE	TX	76033	
CARSON, ORLANDA O		8429 TOWNE BRIDGE DR			FRISCO	TX	75035	
Carter Arnett PLLC		8150 NORTH CENTRAL EXPRESSWAY	SUITE 500		DALLAS	TX	75206	
CARTER, ALFONZA T		3324 SHEPPARD AVE APT 2			EL PASO	TX	79904	
CARTER, DALTON		8807 CARTWRIGHT DR			CRESSON	TX	76035	
CARTER, HAROLD ANDREW		717 POINDEXTER AVE.			CLEBURNE	TX	76033	
Carver, Inc.		DEPT. 4522			CAROL STREAM	IL	60122-4522	
CARWILE, JOHNNY CRAIG		2513 CREEK DR			GRANBURY	TX	76048	
CASA of Johnson County		PO BOX 3462			CLEBURNE	TX	76033	
CASKEY, JEREMY L		1418 CORONA DR			GRANBURY	TX	76048	
CASTANEDA JR, LIANDRO		PO BOX 184			COYANOSA	TX	79730	
CASTILLO, JIMMY R		3015 ARLINGTON AVE			PECOS	TX	79772	
CASTILLO, LUIS E		4517 BLACKSTONE DR			FORT WORTH	TX	76114	
CASTLEROCK		111 TOWER DRIVE	SUITE 300		SAN ANTONIO	TX	78232	
CASTLEROCK OPERATING, LLC		111 TOWER DRIVE	SUITE 300		SAN ANTONIO	TX	78232	
CASTRELLON, JOSE RAUL		709 DANUBE			HORIZON CITY	TX	79928	
Cat Financial Commercial		PO BOX 978595			DALLAS	TX	75397	
Catering of Central Texas, Inc		PO BOX 294059			KERRVILLE	TX	78029-4059	
CATERPILLAR FINANCIAL COMMERCIAL ACCOUNT		2120 WEST END AVE			NASHVILLE	TN	37203	
CATERPILLAR FINANCIAL COMMERCIAL ACCOUNT CORPORATION		2120 WEST END AVE			NASHVILLE	TN	37203	
CATERPILLAR FINANCIAL SERVICES	ATTN DAVID WALTON	2120 WEST END AVENUE			NASHVILLE	TN	37203	
CATERPILLAR FINANCIAL SERVICES CORP.		2120 WEST END AVE			NASHVILLE	TN	37203	
Caterpillar Financial Services Corp.	Bell Nunnally & Martin LLP	David A Walton	2323 Ross Avenue Suite 1900		Dallas	TX	75201	
Caterpillar Financial Services Corp.	Ray Quinney & Nebeker P.C.	David H Leigh	36 South State Street Suite 1400		Salt Lake City	UT	84111	
CATERPILLAR FINANCIAL SERVICES CORPORATION		2120 WEST END AVE			NASHVILLE	TN	37203	
CATERPILLAR FINANCIAL SERVICES CORPORATION		2120 WEST END AVE			NASHVILLE	TN	37203-0986	
CAUDILLO, LUCY		824 E. 96TH STREET			ODESSA	TX	79765	
CAUDLE, TYLER		2501 UNIVERSITY AVE			SAN ANGELO	TX	76904	
CCC GROUP INC	ATTN JOE GARZA	5797 DIETRICH ROAD			SAN ANTONIO	TX	78219	
CCC Group, Inc.		5797 Dietrich Road			San Antonio	TX	78219	
CDW Direct		200 NORTH MILWAUKEE AVE.			VERNON HILLS	IL	60061	
CED, Inc.		PO BOX 206562			DALLAS	TX	75320	
CELESTINE JR, LESTER JAMES		1048 ALEX JEANBATISTE RD			ST MARTINVILLE	LA	70582	
Central State Resources LLC		17304 BELL NORTH DRIVE			SCHERTZ	TX	78154	
Central Texas Fence Inc		107 MOUNTAINTOP TRAIL			BOERNE	TX	78006	
CERTAIN UNDERWRITERS AT LLOYDS LONDON	C/O THOMPSON HEALTH AND BOND LIMITED	107 LEADENHALL STREET			LONDON		EC3A 4AF	UNITED KINGDOM
CERTAIN UNDERWRITERS AT LLOYDS LONDON		ONE LIME STREET			LONDON		EC3M 7HA	UNITED KINGDOM
Certified Laboratories		PO BOX 971269			DALLAS	TX	75397-1269	
CERVANTES JR, MARCOS		2809 NW RAILROAD AVE			FT STOCKTON	TX	79735	
CGS Mule, LLC		141490 LINDA WAY			SPARKS	NV	89431	
CHACON SR, ALVARO A		603 S KENNETH AVE			MONAHANS	TX	79756	
CHADWELL, KASEY E		1849 SANDPIPER			WEATHERFORD	TX	76088	
CHALK MOUNTAIN SERVICES		990 N. WALNUT CREEK DRIVE			MANSFIELD	TX	76063	
Chalk Mountain Services of Texas, LLC		PO BOX 675			MANSFIELD	TX	76063	
Champstar Inc.		305 12TH			BIG LAKE	TX	76932	
CHANDLER, MICHAEL E		703 WEST AVENUE APT H2			GAINESVILLE	GA	30501	
CHAPA, KADE GLEASON		412 WILLOW TRAIL DR			GRAND PRAIRIE	TX	75052	
CHAPUT, ROLAND JOSEPH		1003 LAMONTE DRIVE			BROWNWOOD	TX	76801	
Charles Soileau		PO Box 254			Bluff Dale	TX	76433	

CreditorName	CreditorNoticeName	Address1	Address2	Address3	City	State	Zip	Country
CHARLES, CHRISTOPHER J		7313 REDHAWK COURT			NORTH RICHLAND HILLS	TX	76180	
CHASE, JOHN LEE		28 STARDUST LN			EUGENE	MO	65032	
CHASTAIN WATKINS, STEPHANIE LYNN		5156 CR 304			GRANDVIEW	TX	76050	
CHAVIRA JR, IGNACIO		PO BOX 10277			EL PASO	TX	79995	
Chem-Can Services, Inc.		CHEM-CAN BUILDING&CONSTRUCTION	PO BOX 679132		DALLAS	TX	75267	
Chemsearch		PO BOX 971269			DALLAS	TX	75397	
CHESAPEAKE ENERGY		6100 N. WESTERN AVENUE			OKLAHOMA CITY	OK	73118	
CHESAPEAKE OPERATING, LLC		6100 N. WESTERN AVENUE			OKLAHOMA CITY	OK	73118	
CHESTNUT, SHANNON RAY		3902 BROOKE VALLEY ST			GRANBURY	TX	76048	
CHIAPPINI, MICHAEL		314 DEVINE ST			SAN ANTONIO	TX	78210	
CHICO LAND MANAGEMENT, LLC	ATTN DAN SCHNEEMANN	515 W. HARRIS AVE.	SUITE 100		SAN ANGELO	TX	76903	
Chico Land Management, LLC		95 West 3rd Street			BIG LAKE	TX	76932	
CHILDRESS, COLIN		806 MADISON ST			CLEBURNE	TX	76033	
Chimezie Ogbonna		8003 ROTHINGTON ROAD APT 55			DALLAS	TX	75227	
CHOICE TIRE		15 Royal Dr Ste C			Forest Park	GA	30297-1628	
CHOUHAN, DAVID		8883 MID HAVEN CIRCLE			GRANBURY	TX	76048	
Chris Kyle Frog Foundation		PO BOX 1337			MIDLOTHIAN	TX	76065	
Christensen Law Group, P.L.L.C		3401 NW 63rd Street, Suite 600			Oklahoma City	OK	73116	
Christian Brothers Automotive Burleson		350 NW JOHN JONES DRIVE			BURLESON	TX	76028	
Christopher J. Roberts		517 ELKS LAKE ROAD			HATTIESBURG	MS	39401	
Christopher Myers		131 1ST AVE STE 104A #409			GREENVILLE	TX	75401	
CHRONOS UNDERWRITERS		20405 STATE HWY 249			HOUSTON	TX	77070	
CIELO VISTA INVESTORS, LLC		7979 E Tufts Ave Ste 1125			Denver	CO	80237	
CIG - Jal, LLC	CONTINENTAL INTERMODAL GROUP	PO BOX 733622			DALLAS	TX	75373-3622	
CILICIANO, ANTONIO GIOVANNI		1307 NORTH KILBORN ST			RANKIN	TX	79778	
Cintas Corporation		6800 Cintas Boulevard			Cincinatti	OH	45262	
Cintas Corporation No. 2		P.O. BOX 631025			CINCINNATI	OH	45263-1025	
CISCO, COLTON		828 SB I135D			DILLEY	TX	78017	
CISNEROS, LEWIS ALBERTO		9 WEST 36TH			SAN ANGELO	TX	76903	
City Kitchen		2317 BLUE SMOKE COURT NORTH			FORT WORTH	TX	76105-1002	
City of Big Lake		203 N Plaza			Big Lake	TX	76932	
City of Big Lake		PO Box 310			Big Lake	TX	76932	
CITY OF BRYAN, TEXAS		300 S. Texas Ave.			Bryan	TX	77803	
City of Dilley		116 E Miller			Dilley	TX	78017	
City of Dilley		PO Box 230			Dilley	TX	78017	
City of Enid		Dr. Martin Luther King, Jr. Municipal Complex	401 W Owen K Garriott Road		Enid	OK	73701	
City Of Enid		PO BOX 1768			ENID	OK	73702-1768	
City of Fort Stockton		121 W 2ND	PO BOX 1000		FORT STOCKTON	TX	79735-1000	
City of Fort Stockton		121 W 2nd St	PO Box 1000		Fort Stockton	TX	79735	
City Of Fort Worth		FIRE DEPARTMENT REVENUE GROUP	505 W. FELIX ST		FORT WORTH	TX	76115	
City of Granbury		116 W BRIDGE STREET			GRANBURY	TX	76048	
City Of Saginaw		BUSINESS PERMIT	PO BOX 79070		SAGINAW	TX	76179	
City of Tolar		PO BOX 100			TOLAR	TX	76476	
City Pipe & Supply Corp		PO BOX 946			ODESSA	TX	79760	
City Vending Company		6404 HARTMAN ROAD			FOREST HILL	TX	76119	
Civil Resources LLC		PO BOX 680			FREDERICK	CO	80530	
CK DFW Partners Ltd		2317 BLUE SMOKE COURT NORTH			FT WORTH	TX	76105-1002	
CK Power		1100 RESEARCH BLVD			SAINT LOUIS	MO	63132	
CLARK, JAMEY W		817 ZELDA DR			HURST	TX	76053	
CLARK, JOANNA D		1225 VILLAGE GARDEN DR			AZLE	TX	76020	
CLARK, NICHOLAS LYNN		4807 RIM ROCK CT			ARLINGTON	TX	76017	
Classic Chevrolet Buick GMC Inc		1909 E HWY 377			GRANBURY	TX	76049	
Classification & Flotation Sys		235 INDUSTRIAL WAY			FENTON	MI	48430	
CLAY, BENJIMAN		1282 WICKER AVE APT A			ALAMOGORDO	NM	88310	

CreditorName	CreditorNoticeName	Address1	Address2	Address3	City	State	Zip	Country
CLAY, URIEL L		13480 SOUTH THORNTREE DRIVE			HOUSTON	TX	77015	
Clear Perfection		1310 S HWY 287 STE 104			MANSFIELD	TX	76063	
Clear Perfection		PO BOX 150811			ARLINGTON	TX	76015	
Cleburne Welding & Industrial		2405 N MAIN STREET			CLEBURNE	TX	76033	
Clement Mpundu		1250 YEOMANS ROAD 3207			ABILENE	TX	79602	
CLIFTON, JERRY W		9590 CLAIRMONT SPRINGS RD			LINEVILLE	AL	36266	
COAST TO COAST		15409 WINTERWIND DRIVE			TAMPA	FL	33624	
Coastal Chemical Co, Inc		PO BOX 122214			DALLAS	TX	75312	
COASTER, JEFFREY LYNN		1000 DAWN COURT			GRANBURY	TX	76048	
Coca-Cola Southwest Beverages		PO BOX 744010			ATLANTA	GA	30384	
COCHRAN, SHANNON		511 W. HEARD ST			CLEBURNE	TX	76033	
COFFMAN, JARED D		1109 BRETT LN			GONZALES	TX	78629	
COLE JR, JERRY W		2226 LOWDEN ST			ABILENE	TX	79603	
COLE, ADRIAN VIDALE		3415 TERRLL			DALLAS	TX	75223	
COLEMAN SR, JAQULIS		1218 CHAPEL HILL DRIVE			MANSFIELD	TX	76063	
COLEMAN, SAMUEL LEE		3506 GUS DRIVE			KILLEEN	TX	76549	
COLEMAN, SEAN CONNERY		2400 N ARIZONA AVE APT 2017			CHANDLER	AZ	85225	
Cole-Parmer		13927 COLLECTIONS CENTER DRIVE			CHICAGO	IL	60693-0139	
Coles Portable Sanitation Ser		8024 CR 518			BURLESON	TX	76028	
COLEY SR, HARVEY		10524 PALOMINO ST			EL PASO	TX	79934	
COLLAZO, AARON MOSES		2135 SHADOWDALE DR APT 31			HOUSTON	TX	77043	
COLLEY, JOSHUA ARRON		213 BOBBYANN COURT			GRANBURY	TX	76049-7603	
COLLINS, TIM E		21223 STONE SADDLE			SAN ANTONIO	TX	78258	
COMMAND ALKON, INC.		3410 SUNSET AVE			WAUKEGAN	IL	60087	
COMMERCE BANK	GEORGE T REICHMAN SENIOR VP	1000 WALNUT STREET			KANSAS CITY	MO	64106	
Commerce Bank		PO BOX 411036			KANSAS CITY	MO	64141-1036	
Community Matters, Inc.		PO BOX 5900			FRISCO	TX	75035	
Complete Tablet Solutions, Ltd.		11525 STONEHOLLOW DRIVE	SUITE B 220		AUSTIN	TX	78758	
Compliance Assurance Assoc.		682 ORVIL SMITH ROAD			HARVEST	AL	35749	
COMTOIS, NEIL L		700 SADDLE CLUB DRIVE, LOT 4			CENTRE	AL	35960	
Concentra		PO BOX 9005			ADDISON	TX	75001-9005	
Concho Valley Electric Coop		PO BOX 3388			SAN ANGELP	TX	76902	
Concho Valley Radiator Service LLC		501 N MAIN			SAN ANGELO	TX	76903	
CONERLY, ERIK		2002 HOLCOMBE BLVD 2A-112			HOUSTON	TX	77030	
CONEY ISLAND	ATTN SUMMER HUDSON	4413 CAREY STREET			FORT WORTH	TX	76119	
CONSOLIDATED GRAIN AND BARGE	ATTN BRANDON WILLIAMS	1701 NORTH 10TH STREET			ENID	OK	73701	
CONSOLIDATED GRAIN AND BARGE CO.	ATTN BRANDON WILLIAMS	1701 NORTH 10TH STREET			ENID	OK	73701	
CONSUEGRA, CARINA D.		701 CROCKETT ST.			COTULLA	TX	78014	
CONTECH Engineered Solutions		PO BOX 936362			ATLANTA	GA	31193-6217	
CONTINELLI, MARIAH FAITH		1412 VANDERBUILT STREET WEST APT 1504			FT WORTH	TX	76120	
CONTINENTAL BANK		15 W. SOUTH TEMPLE	SUITE 420		SALT LAKE CITY	UT	84101	
CONTRERAS SR, JOHNNY MIKE		2003 E MIMOSA AVE			VICTORIA	TX	77901	
CONTRERAS, JORGE A		149 VENTURA			EL PASO	TX	79907-7990	
Control Equipment Inc		2311 E. 2ND STREET			ODESSA	TX	79761	
Conveyor Components Co.		130 SELTZER ROAD	PO BOX 167		CROSWELL	MI	48422-0167	
Cook Landscape Concepts		2380 SW WILSHIRE BLVD			BURLESON	TX	76028	
COOK, JIM L		502 SILOAM RD			BRADFORSVILLE	KY	40009	
COOPER, JONATHAN MAURICE		13444 NORTH INTERSTATE 35			MOORE	TX	78057	
COOPER, LATOYA LANEE		820 LENOX ST			WACO	TX	76708	
COPELAND, BRANDON J		6211 SHOALS LOOP			UNION CITY	GA	30291	
COPELAND, CHRISTOPHER LYNN		218 COUNTY ROAD 571			EASTLAND	TX	76448	
CORDERO, JOSE C		2755 BELZISE TER			FORT WORTH	TX	76014	
CORNEJO, PAUL		301 EDGAR RD			EL PASO	TX	79932	
Corporate Billing LLC		DEPT. 100	PO BOX 830604		BIRMINGHAM	AL	35283	

CreditorName	CreditorNoticeName	Address1	Address2	Address3	City	State	Zip	Country
CORPORATION SERVICE COMPANY, AS REPRESENTATIVE		PO BOX 2576			SPRINGFIELD	IL	62708	
Corporation Services Company		251 LITTLE FALLS DRIVE			WILMINGTON	DE	19808	
Cortex		PO BOX 675035			DALLAS	TX	75267-5035	
Cortex Business Solutions USA		PO BOX 675035			DALLAS	TX	75267-5035	
CORTEZ, AMOS G		1204 RED BIRD LN			GRANBURY	TX	76048	
CORTEZ, JESSE		902 N. TEXAS AVE			BIG LAKE	TX	76932	
COTTON, DARLA CURBOW		1500 S CALVIN AVE APT 21			MONAHANS	TX	79756	
Cotulla Mobile Home Park		632 N BAYLOR			COTULLA	TX	78014	
Coufal-Prater Equipment, LLC		PO BOX 650215			DALLAS	TX	75265-0215	
Cougar Cleaning Equipment		PO BOX 13985			ODESSA	TX	79768-3985	
COUGHRAN, MICHAEL W		12334 HWY 82 EAST			AVERY	TX	75554	
COULIBALY, ALI		PO BOX 108			EULESS	TX	76039	
COUMPY, MELVIN DWAYNE		130 WILDWOOD DRIVE			DUNCANVILLE	TX	75137-7513	
COVIA HOLDINGS CORPORATION		258 ELM STREET			NEW CANAAN	CT	06840	
COWARD SR, CARL R		2607 WINDCLIFF			MARIETTA	GA	30067	
COWARD, SUSAN		1307 LOMA ALTA PL			CLEBURNE	TX	76033	
COWBOY UP AVIATION		4413 CAREY STREET			FORT WORTH	TX	76119	
COWBOY UP AVIATION, LLC		4413 CAREY STREET			FORT WORTH	TX	76119	
COWBOY UP INVESTMENTS		4413 CAREY STREET			FORT WORTH	TX	76119	
COWDREY, BILLY JOHN DAVID		1430 FM 400			PLAINVIEW	TX	79072	
COX, CAMERON MILES		1020 W APACHE TRAIL			GRANBURY	TX	76048-6336	
COX, RAPHAEL THEODORE		1207 GREENWAY DR.			DUNCANVILLE	TX	75137	
COX, RONALD DEAN		2828 TANGLEWOOD DR			GRANBURY	TX	76048	
COX, ZACHARY BRYAN		1603 EAST APACHE TRL			GRANBURY	TX	76048	
CRACE, BRANDON TODD		1608 SAINT VINCENT			GONZALES	TX	78639	
CRAIG MACKAY		1911 AUTRY CT			ARLINGTON	TX	76017	
CRAIG, MICHAEL A		955 NORTH SPRINGS ROAD			RED BOILING SPRINGS	TN	37150	
CRC INSURANCE	PHILIP JONES	3350 RIVERWOOD PARKWAY SE	SUITE 1100		ATLANTA	GA	30339	
CRC INSURANCE SERVICES, INC.		1 METROPLEX DRIVE	SUITE 400		BIRMINGHAM	AL	35209	
CRC INSURANCE SERVICES, INC.		1325 AVENUE OF THE AMERICAS			NEW YORK	NY	10019	
CRC INSURANCE SERVICES, INC.		140 BROADWAY	36TH FLOOR		NEW YORK	NY	10005	
CRC INSURANCE SERVICES, INC.		ONE NORTH FRANKLIN SUITE 3500			CHICAGO	IL	60606	
CRC Oilfield Services LLC		2212 HARWOOD RD			GONZALES	TX	78629	
CRC/CRUMP		1325 AVENUE OF THE AMERICAS			NEW YORK	NY	10019	
CREAMER, CODY ALLEN		1043 FLEMING DR			PENSACOLA	FL	32514	
CRESSON PODS II		9055 HINES CIRCLE			CRESSON	TX	76035	
Cresson Pods, LLC		9055 HINES CIRCLE			CRESSON	TX	76035	
Crisp Industries, Inc.		PO BOX 326			BRIDGEPORT	TX	76426	
CRISP, DANIEL C		521 MOUNTROSE ST			LEBANON	MO	65536	
Crompton International		PO BOX 731459			DALLAS	TX	75373-1459	
Crosspoint Communications		501 Duncan Perry Rd			ARLINGTON	TX	76011	
CROW, WILLIAM JUSTIN		102 DOVE DR			WEATHERFORD	TX	76088	
CRUM, CLIFTON B		1302 E KILPATRICK ST #418			CLEBURNE	TX	76031	
CRUZ JR., EDWARD JAMES		PO BOX 485			CARRIZO SPRINGS	TX	78834	
CRUZ, JASON P		619 SUNSET ACRES COURT			GRANBURY	TX	76048	
CRUZ, ROBERTO H		321 GUADALUPE ST			PEARSALL	TX	78061	
CSC		PO BOX 13397			PHILADELPHIA	PA	19101-3397	
CTLG Shattuck Terminal		400 NORTH SANTA FE			SHATTUCK	OK	73858	
CUDD ENERGY SERVICES		2828 TECHNOLOGY FOREST BLVD			THE WOODLANDS	TX	77381	
CUDD PUMPING SERICES, INC.		5610 OLD BULLARD RD	#205		TYLER	TX	75703	
CUELLAR, ROBERT		PO BOX 1888			ANGLETON	TX	77516	
CUNNINGHAM III, THOMAS		14608 HIGHSMITH ST			AUSTIN	TX	78725	
CURLEY, KARL D		2040 CAROL SUE AVE			GRENTA	LA	70056	
Curlys Plumbing Inc.		1002 E. SECOND ST			CLEBURNE	TX	76033	
CURRAN, STEVEN AUBREY		216 W OAK			ENID	OK	73701	

CreditorName	CreditorNoticeName	Address1	Address2	Address3	City	State	Zip	Country
Custom Advance Connections Inc		903 BAY STAR BLVD			WEBSTER	TX	77598	
Custom Advanced Connections		903 BAY STAR BLVD			WEBSTER	TX	77598	
Cyclone Services		DEPT .192-3	LOCKBOX 4458		HOUSTON	TX	77210-4458	
CYMA Systems, Inc.		2330 WEST UNIVERSITY DRIVE	SUITE #4		TEMPE	AZ	85281	
D & I Silica, LLC		1330 POST OAK BLVD.	SUITE 600		HOUSTON	TX	77056	
D&K Mining Consulting Services		13550 HEYWOOD HILL ROAD			SAPULPA	OK	74066	
Daffan Mechanical		4000 ACTON HIGHWAY SUITE 101			GRANBURY	TX	76049	
DAILEY JR, CARLOS S		10310 ANTOINE DRIVE BLDG D			HOUSTON	TX	77086	
Dallas Cowboys Ticket Office		ONE AT&T WAY			ARLINGTON	TX	76011	
Dallas Lite & Barricade Inc		PO BOX 223724			DALLAS	TX	75222	
DALLAS, BRADEN CHRISTOPHER		1001 LAKE CAROLYN PKWY			IRVING	TX	75039	
DALLAS, JOSHUA LYNN		10872 TRENTON DR			WHITEHOUSE	TX	75791	
Damage Recovery		PO BOX 843369			KANSAS CITY	MO	64184	
Dan Cox & Associates	ADI INSTRUMENTS, INC.	605 MILLICAN DRIVE			LEWISVILLE	TX	75057	
DANIEL B. STEPHENS & ASSOCIATES		12303 Technology Boulevard	Suite 930D		Austin	TX	78727	
Daniel Walden		1517 AUSTIN ST			SAN ANGELO	TX	76903	
DANIELS, LAUREN S.		1845 W. FM 2105			SAN ANGELO	TX	76901	
DANIELSON, LOUIS M		200 DOMINION PARK DR APT 935			HOUSTON	TX	77090	
DANNY EASTERLY		2901 5TH AVENUE			FORT WORTH	TX	76110	
Danny Perales		284 SUNCREST LN			SAN ANTONIO	TX	78217	
DARCH, JIMMY DON		3565 FM RD 205			GLEN ROSE	TX	76043	
Darnell Construction, LLC		4750 S. CHADBOURNE ST.			SAN ANGELO	TX	76904	
Darrel Cooper Jr		1719 W MIMS ST			TYLER	TX	75702	
Dassault Systemes Americas		PO BOX 415728			BOSTON	MA	02241-5728	
Data Pak		3000 S. HULEN STE 124 MD 104			FORT WORTH	TX	76109	
DataPak		4410 W. Vickery Blvd			FORT WORTH	TX	76107	
DAUDA, LAWAL AYOBAMI		13110 LEADER TRAIL			HOUSTON	TX	77072	
Daunte Brown		8810 COWART ST			HOUSTON	TX	77029	
DAVALOS, DAMPIER DERAINE		510 SALY LN.			CLEBURNE	TX	76033	
DAVALOS, IVAN ANTHONY		705 HERITAGE TRAIL			GRANBURY	TX	76048-7604	
Dave Brown		PO BOX 40991			FORT WORTH	TX	76140	
David Mason Rogers		1346 L W HATTER TRAIL			MCGREGOR	TX	76657	
David Richter		PO BOX 28			COTULLA	TX	78014	
David Thomas		2632 GRAYSON WAY			SAN ANTONIO	TX	78232	
DAVILA, TAMMY LEE		2205 OLD CALF CREEK RD			BRADY	TX	76825	
Davis Harwood Foote The Third		9500 LANCASTER ST			CRESSON	TX	76035	
DAVIS II, THOMAS WAYNE		85 THELMA ANDREWS RD			WIGGINS	MS	39577	
DAVIS JR, REGINALD		2648 SAINT ANDREWS DRIVE			LANCASTER	TX	75146	
Davis Motor Crane Service Inc		1222 N. LOOP 12			IRVING	TX	75061	
DAVIS, BIANCA MONIQUE		901 TAYLOR DR			JOSHUA	TX	76058	
DAVIS, CHARLES ANTHONY		5225 ORLEANS AVE			EL PASO	TX	79924	
DAVIS, KENNETH WESTON		316 ARISANO DR			ELPASO	TX	79932	
DAVIS, KEVIN		6887 BRONTE CIRCLE			PORT ST LUCIE	FL	34952	
DAVIS, MARTIN DALE		2603 PEACH TREE CT.			GRANBURY	TX	76048	
DAVIS, WILLIAM JARRARD		2010 BUFFALO TERRACE			HOUSTON	TX	77019	
DAVIS, ZANE		596 BUCKSPORT RD			CONWAY	SC	29527	
Davoil, Inc.		6300 Ridglea Pl Ste 1208			FORT WORTH	TX	76116	
DAVOIL, INC.		PO Box 122269			Fort Worth	TX	76121	
DAY, PRESTON SCOTT		368 PR 5507			MEXIA	TX	76667	
DAYE, DAYNE ANDREW		438 UPPER KINGSTON RD			NATCHEZ	MS	39120	
DAYE, DEREK ANDREW		5025 FRIENDSHIP RD			TOLAR	TX	76476	
Days Inn & Suites		2131 WATER STREET			GONZALES	TX	78629	
DCL Inc		08660 ANCE ROAD			CHARLEVOIX	MI	49720	
DDC Catering LLC		PO BOX 487			MONAHANS	TX	79756	
DDC Ranch Consulting, LLC		101 S Betty Ave			MONAHANS	TX	79756	
DDC Ranch Consulting, LLC		PO BOX 487			MONAHANS	TX	79756	
DDC Real Estate, LLC		101 S Betty Ave			MONAHANS	TX	79756	

CreditorName	CreditorNoticeName	Address1	Address2	Address3	City	State	Zip	Country
DDC REAL ESTATE, LLC		PO BOX 487			MONAHANS	TX	79756	
DE ALBA, GILBERTO N		18107 REDRIVER SONG			SAN ANTONIO	TX	78259	
DE LA CRUZ, DANIEL		7301 LUZ DE LUMBRE AVE			EL PASO	TX	79912	
DE LA FUENTE JR, CELESTINO		894 SW 9TH STREET CIRCLE APT #2			BOCA RATON	FL	33486	
DE LA ROSA, MANUEL		848 MESILLA DR			CHAPARRAL	NM	88081	
DE LAGE LANDEN FINANCIAL SERVICES, INC		1111 OLD EAGLE SCHOOL ROAD			WAYNE	PA	19087	
De Lage Landen Financial Svc		1212 Corporate Drive, Suite 340			IRVING	TX	75038	
DE LOOF, STANLEY		331 BAETHGE BLVD			FREDERICKSBURG	TX	78624	
DE SANTIAGO, JOSE HUMBERTO		271 BURNAGE LN			ALAMOGORDO	NM	88310	
DE VOOR SR, ALAN A		1131 DUKE CT			EL PASO	TX	79903	
Deandri Gipson		15572 E12 APT 202			AURORA	IL	80011	
Decatur Hospital Authority		2000 SOUTH FM 51			DECATUR	TX	76234	
Deister Machine Company		PO BOX 1			FORT WAYNE	IN	46801	
DELACRUZ, DANIEL R		119 WEST BLUFF			GRANBURY	TX	79714	
DELACRUZ, JASON J		2401 STANTON ST			SAN ANGELO	TX	76901	
DELAGARZA, ROBERT L		1657 IDAHO AVE			SAN ANGELO	TX	76904	
DELAUNE, KEVIN JOHN		33109 CLINTON ALLEN ROAD			DENHAM SPRINGS	LA	70706	
Delaware Secretary of State		STATE OF DELWARE	DIVISION OF CORPORATIONS	PO BOX 5509	BINGHAMTON	NY	13902	
DEL-CO TRANSPORT INC		9881 18TH STREET			ODESSA	TX	79763	
DELGADILLO, JORGE A		12110 VALLEY QUAIL			EL PASO	TX	79936	
DELGADO JR, JOSE L		1401 N MISSOURI			FT STOCKTON	TX	79735	
DELGADO JR, JUAN B		PO BOX 442			DILLEY	TX	78017	
DELGADO, SAUL E		319 RIO GRANDE ST.			GLEN ROSE	TX	76043	
Delivery Made Simple		9235 CONVERSE BUSINESS LANE			CONVERSE	TX	78109	
Dell Business Credit	PAYMENT PROCESSING CENTER	PO BOX 5275			CAROL STREAM	IL	60197-5275	
Dell Marketing L.P.	C/O DELL USA L.P.	PO BOX 676021			DALLAS	TX	75267-6021	
DELL TECHNOLOGIES	ATTN MICHAEL DELL	1 DELL WAY			ROUND ROCK	TX	78664	
Deloitte	Attn Randy Gullo and Kevin Zinser	2200 Ross Ave, Suite 1600			Dallas	TX	75201	
Deloitte & Touche LLP		PO BOX 844708			DALLAS	TX	75284	
DELREAL, ANDREW NATHAN		625 FOREST EDGE ST.			BURLESON	TX	76028	
Delta Rigging & Tools		125 MCCARTHY ST.			HOUSTON	TX	77029	
Delta Steel, Inc.		PO BOX 75284			DALLAS	TX	75284	
Demarion Hunt		1221 NEW MEISTER LANE			PFLUGERVILLE	TX	78660	
DENETZ LOGISTICS, LLC		4413 Carey Street			FORT WORTH	TX	76119-4219	
Denice Collins		PO BOX 732			GARDENDALE	TX	79758	
DENNIS JR, REGINALD JEROME		316 SADDLE SPUR			CIBOLO	TX	78108	
DENNIS, ALLEN MAURICE		6425 BANKSIDE DR APT 2118			HOUSTON	TX	77096	
DENOYER, BLAKE		2300 TREMONT AVE			FORT WORTH	TX	76107	
Department of the Treasury - Internal Revenue Service	Internal Revenue Service	1100 Commerce St	M/S MC5027DAL		Dallas	TX	75242	
DEQ	ADMINISTRATIVE SERVICES- AR	PO BOX 2036			OKLAHOMA CITY	OK	73101	
De-Tony Ballentine		1834 STRAWHOUSE WAY			SAN ANTONIO	TX	78245	
DEVON ENERGY CORPORATION		4501 TECHNOLOGY DRIVE			WEATHERFORD	OK	73096	
DEVON ENERGY PRODUCTION COMPANY, L.P.		4501 TECHNOLOGY DRIVE			WEATHERFORD	OK	73096	
DFFP Gulf States, LLC		4275 KELLWAY CIRCLE	SUITE 166		ADDISON	TX	75001	
DFFP Gulf States, LLC	DBA DOUG FREGOLLE PROMOTIONS	4803 BROADWAY STREET			ADDISON	TX	75001	
DFW Waste Oil Service Inc		PO BOX 40531			FORT WORTH	TX	76140	
DIAZ, DANIEL		825 W PRICE			FLOYDADA	TX	79235	
DIAZ, SERGIO E.		1308 NORTH 15TH STREET			CARRIZO SPRINGS	TX	78834	
DICKINSON, JEFFERY ALLEN		314 WEST LIPAN DRIVE			LIPAN	TX	76462	
DigitalThinker, Inc.		PO BOX 80568			SIMPSONVILLE	SC	29680	
DILLEY APARTMENTS LP		4737 SHAVANO OAK #105			SAN ANTONIO	TX	78249	
Dilley ISD	Frio Cad	PO Box 1129			Pearsall	TX	78061-1129	
DINGLE, CHRISTOPHER DAVID		217 SOUTH AVE D			KERMIT	TX	79745	
Dinsmore & Shol LLP		255 E. 5TH STREET	SUITE 1900		CINCINNATI	OH	45202	
Direct Energy Business		PO BOX 660749			DALLAS	TX	75266	



CreditorName	CreditorNoticeName	Address1	Address2	Address3	City	State	Zip	Country
DIRECTV		PO BOX 105249			ATLANTA	GA	30348-5249	
Discount Tire		PO BOX 29851			PHOENIX	AZ	85038-9851	
Distribution Now/Wilson Export		7402 N. ELDRIDGE PARKWAY			HOUSTON	TX	77041	
DIXON, PAUL STEPHEN		739 N BISHOP STREET			SAN ANGELO	TX	76901	
DIXON, VON MATHEW M		4726 BEDFORD ST			MESQUITE	TX	75150	
DNA Geosciences Inc		10848 GULFDAL			SAN ANTONIO	TX	78216	
DODD JR, ANDY R		418 MAGUIRE			ARCOLA	TX	77583	
Don Jantz		11805 WEST SOUTHGATE ROAD			ENID	OK	73703	
Donald Hamilton		108 HARRY DRIVE			NATCHITOCHE	LA	71457	
Donald Hamilton		134 HOWELL STREET			NATCHITOCHE	LA	71457	
Donnie Smith		471 SOUTH HWY 16			SAN SABA	TX	76877	
Double Eagle Mechanical		825 SOUTHWAY CIRCLE	SUITE A		FORTH WORTH	TX	76115	
DOUBLIN, STEPHEN DEANDRE		105 HOOVER CIRCLE			MONROE	LA	71203	
DOWNS, CHRISTOPHER W		2501 PURSER DRIVE			KILLEEN	TX	76543	
DOYAL, JASON PAUL		407 BOSTON ST			BRADY	TX	76825	
DRAINE, MARIO		3850 MULKEY CIR			MARIETTA	GA	30008	
DRAKEFORD, AMY COLLEEN		8008 LONGFORD ST.			BENBROOK	TX	76116	
DREW, JOSEPH D		3310 FERRY BOAT LN			GRANBURY	TX	76049	
DRISKELL, ADAM J		104 N PINEVIEW TERRACE			CROCKETT	TX	75835	
DUARTE, CYNTHIA		10332 MCKESSON ST			SOCORRO	TX	79927	
DUARTE, FERNANDO JR		10332 MCKESSON ST			EL PASO	TX	79927	
DUBREUIL, JEAN		2681 CLEAR SPRINGS COURT			RICHARDSON	TX	75082	
DUDLEY SR, RODERICK L		4697 BAYSTONE DR			DALLAS	TX	75211	
DUELING, MICHAEL		9508 LANCASTER ST			CRESSON	TX	76035	
DUFFNEY, VINCENT JOSEPH		11707 CEDAR POINT CT			HOUSTON	TX	77070	
Duke Schott		P O BOX 1269			JOSHUA	TX	76058	
DUMAS JR, THOMAS MCGROWN		4813 LA POSTA #D			BAKERSFIELD	CA	93307	
DUNAWAY, BRANDON DOUGLAS		318 NE TODD			BURLESON	TX	76028	
DUNBLAZIER, DEVIN LEE		1189 E STATE HWY 6			DUBLIN	TX	76446	
DUNCAN, BRANDON C.		5214 BRYANT IRVIN RD. UNIT 3174			FORT WORTH	TX	76132	
DUNCAN, JENNIFER JAYNE		9325 MONTANA ST			JOSHUA	TX	76058	
DUNCAN, RICHARD EXZAYVEOUS		10534 228 LANE S			BOCA RATON	FL	33428	
DURAN JR, RUBEN D		1804 LINDELL AVE			SAN ANGELO	TX	76901	
DURAN, DULCE Y		3001 E PAISANO			EL PASO	TX	79905	
DURU, INNOCENT D.		950 MEDINA DR.			ARLINGTON	TX	76017	
Dustin Blades		1101 MCGREDE DRIVE			SULPHUR SPRINGS	TX	75482	
Dutcher-Phipps Crane & Rigging		PO BOX 910			MONAHANS	TX	79756	
Dwight Sutton		60 N 12TH ST			ST HARRISBURG	PA	17103	
E&R SUPPLY CO., INC. AUSTIN	ATTN VICKI MCDANIEL	1717 S. CHADBOURNE ST.			SAN ANGELO	TX	76903	
EAGLE STONE SUPPLY		100 Industrial Ave			Granbury	TX	76049-7809	
Eagles Den Suites at Big Spring		1425 TURTLE CREEK DR			LUFKIN	TX	75904	
Ean Holdings, LLC		4201 NORTH STATE HIGHWAY 161			IRVING	TX	75038	
EARLY, CHARLES A.		108 ENCHANTED OAKS			WEATHERFORD	TX	76087	
Earnest Ben Whitfield		1317 ALEXIS AVENUE			FORT WORTH	TX	76120	
EASTERLY, DANIEL J		2901 5TH AVE			FT WORTH	TX	76110	
EASY MONEY TRUCKING, INC		2632 Halifax Avenue			Odessa	TX	79761	
EATON, GEOFFREY I		4125 YANCEY LANE			FORT WORTH	TX	76244	
EATON, NORMAN DAVID		630 EATON RD			MINERAL WELLS	TX	76067	
EBELING, ERIC		1710 CHESTNUT			ABILENE	TX	79602	
ECHOLS, JOHNATHAN W		12654 W PALO VERDE CT			LITCHFIELD PARK	AZ	85340	
ECKERT, DAKOTA J		218 CR 409			BRADY	TX	76825	
Edco Fire and Safety Inc.		2401 KERMIT HIGHWAY			ODESSA	TX	79761	
Eduardo Morales		2532 QUENTIN COURT			FORT WORTH	TX	76106	
Eduardo Ramos		1201 WEST VIEW ST			SAN JAUN	TX	78589	
EDWARDS, BYRON DUANE		4413 CORNER BROOK LN			FT WORTH	TX	76123	
EDWARDS, MICHAEL		435 E. 74 ST.			SHREVEPORT	LA	71104	
EFS		PO BOX 630038			CINCINNATI	OH	45263	
EINSPAHR, GENE R		1325 DOWNWOOD DR			BURLESON	TX	76028	



CreditorName	CreditorNoticeName	Address1	Address2	Address3	City	State	Zip	Country
EL GHONIEMY, SHERIF Y		908 AUDELIA RD #200-172			RICHARDSON	TX	75081	
EL PASO NATURAL GAS COMPANY, LLC		1001 Louisiana Street			Houston	TX	77002	
El Paso Times		P O BOX 677890			DALLAS	TX	75267-7890	
ELAM, JEFFREY S		204 NW JAYELLEN AVE			BURLESON	TX	76028	
Eleazar E Lara		4622 CORRADA LN			LAREDO	TX	78046	
Elite Asphalt		5080 BEN DAY MURRIN ROAD #4			FORT WORTH	TX	76126	
Elite Railcar Repair LLC		104 S. MYRTLE AVE			WILLARD	OH	44890	
ELIZONDO, CARLOS		2105 CALIFORNIA AVE			CARRIZO SPRINGS	TX	78834	
ELIZONDO, ERNESTO		PO BOX 559			DILLEY	TX	78017	
Elliott Electric Supply		PO BOX 630610			NACOGDOCHES	TX	75963	
ELLIS COUNTY		109 S. JACKSON RM T125			WAXAHACHIE	TX	75165-3745	
ELLIS COUNTY		400 FERRIS AVE			WAXAHACHIE	TX	75165	
ELLIS, LANCE MARCUS		157 CANYON CREEK CT			WEATHERFORD	TX	76087	
ELLISTON JR, THOMAS EDWARD		1912 MISTLETOE LANE			BRADY	TX	76825	
ELMORE, AUSTIN CLAY		130 PR 146			BLUM	TX	76627	
EMC2 Aviation Consulting LLC		7624 SKYLAKE DRIVE			FORT WORTH	TX	76179	
EMERY, MICHAEL L		HC 66 BOX 53			MOYERS	OK	74557	
Empower AX		7909 CRAFTSBURY LN			MCKINNEY	TX	75071	
ENCANA OIL & GAS (USA) INC.		306 US-380			BRIDGEPORT	TX	76426	
ENCANA PROCUREMENT		1999 Bryan St	Ste 900		Dallas	TX	75201	
ENCANA PROCUREMENT OK		1833 SOUTH MORGAN ROAD			OKLAHOMA CITY	OK	73128	
ENCINAS, ALAN ORLANDO		1600 CARR LANE			BIG LAKE	TX	76932	
EnDeCo Engineers Inc		PO BOX 6319			SHREVEPORT	LA	71136	
Endress + Hauser		2350 Endress Place			GREENWOOD	IN	46143	
ENDURANCE AMERICAN INSURANCE COMPANY (SOMPO INTERNATIONAL)	US INSURANCE CLAIMS	1221 AVENUE OF THE AMERICAS			NEW YORK	NY	10020	
ENDURANCE AMERICAN INSURANCE COMPANY (SOMPO INTERNATIONAL)	U.S. INSURANCE - CLAIMS	1221 AVENUE OF THE AMERICAS			NEW YORK	NY	10022	
ENDURANCE AMERICAN INSURANCE COMPANY (SOMPO INTERNATIONAL)		3780 MANSELL ROAD	SUITE 400		ALPHARETTA	GA	30022	
ENDURANCE AMERICAN INSURANCE COMPANY (SOMPO INTERNATIONAL)		3780 MANSELL ROAD SUITE 500			ALPHARETTA	GA	30022	
ENDURANCE AMERICAN INSURANCE COMPANY (SOMPO INTERNATIONAL)	ATTN EXCESS CASUALTY E&S	750 THIRD AVENUE			NEW YORK	NY	10017	
Energy Lodge Kenedy		4392 SOUTH US HWY 181			KENEDY	TX	78119	
Energy Recruiting Services LLC		PO BOX 1026			HAYDEN	ID	83835	
ENERGY TRANSFER		8111 Westchester Drive			Dallas	TX	75225	
ENOS, THOMAS A		1310 COLLEGE ST			GATESVILLE	TX	76528	
Enrique Martinez		2809 CASSIE			EDINBURG	TX	78541	
ENRIQUEZ, DAVID		1507 CHUCKWAGON DR.			HOBBS	NM	88240	
ENRIQUEZ, MARGARITO O		2825 WONG PL APT D			EL PASO	TX	79936	
Entero Services LLC		112 SOUTH JACKSON			ENID	OK	73701	
ENVIRONMENTAL PROTECTION AGENCY - REGION 6 (AR, LA, NM, OK, TX)		General Counsel	1201 Elm Street Suite 500		Dallas	TX	75270	
Envirotech Engineering and Con		PO BOX 6029			ENID	OK	73702	
EOG RESOURCES - SOUTH TEXAS		19100 RIDGEWOOD PKWY			SAN ANTONIO	TX	78259	
EOG RESOURCES - WEST TEXAS		19100 RIDGEWOOD PKWY			SAN ANTONIO	TX	78259	
EOG RESOURCES RAILYARD (TEXAS) LLC		PO Box 4362			Houston	TX	77210-4362	
EOG RESOURCES, INC		421 WEST 3RD STREET	SUITE 150		FORT WORTH	TX	76102	
EOG RESOURCES, INC.		421 WEST 3RD STREET			FORT WORTH	TX	76102	
EOG RESOURCES, INC.		421 WEST 3RD STREET	SUITE 150		FOR WORTH	TX	76102	
EP ENERGY		1001 LOUISIANA STREET			HOUSTON	TX	77210	
EP Energy E&P Company, LP		1001 LOUISIANA STREET			HOUSTON	TX	77210	
EQUIFY, LLC		777 MAIN STREET	SUITE 3900		FORT WORTH	TX	76102	
Eric Bonavente		231 HICKORY HILL DR			LA VERNIA	TX	78121	
Erica Chatman		700 EAST C STREET			MONAHANS	TX	79756	
Erik Roman		9943 SHADY MEADOWS			SAN ANTONIO	TX	78245	
ESCARENO, EDUARDO		1944 CR 1107 B			CLEBURNE	TX	76031	
ESCO, COREY F		450 EL DORADO BLVD APT 1302			WEBSTER	TX	77598	

CreditorName	CreditorNoticeName	Address1	Address2	Address3	City	State	Zip	Country
ESE Partners, LLC		2002 WEST GRAND PARKWAY NORTH	SUITE 140		KATY	TX	77449	
ESPARZA JR, ALFONSO		10473 ETHYL HEART ST			SOCORRO	TX	79927	
Espy Brothers LLC		PO BOX 1712			PECOS	TX	79772	
ESRI		PO BOX 741076			LOS ANGELES	CA	90074	
ESTEP, COREY M		621 FOREST EDGE ST			BURLESON	TX	76028	
ESTEP, SHELLEY A		6511 SONORA DRIVE			GRANBURY	TX	76049	
ESTIN, JACOB CAMERON		13010 RIDGELINE BLVD #3201			CEDAR PARK	TX	78613	
ESTRADA, DAVID		3703 HAWICK LN			DALLAS	TX	75220	
ETC Transfer Partners, LP		811 WESTCHESTER DRIVE	SUITE 600		DALLAS	TX	75225	
Etheredge Electric Company		PO BOX 19570			SHREVEPORT	LA	71149	
ETHEREDGE, BRANDON R		1818 COTTON AVE			LEVELLAND	TX	79336	
Euler Hermes Agent for Frontier Tank Lines Inc		800 Red Brook Blvd			Owings Mills	MD	21117	
EVANS, BRANDON B		154 PR 8466			WINNSBORO	TX	75494	
EVANS, JEREMY R		5709 ROBS CT			FORT WORTH	TX	76126-7612	
EVANS, MELISSA		5709 ROBS CT			FORT WORTH	TX	76126	
EVANSTON INSURANCE COMPANY (MARKEL)		10 PARKWAY NORTH			DEERFIELD	IL	60015	
EVANSTON INSURANCE COMPANY (MARKEL)	MARKEL CLAIMS	P.O BOX 2009			GLEN ALLEN	VA	23058-2009	
EVANSTON INSURANCE COMPANY (MARKEL)		SECRETARY, LEGAL DEPARTMENT, MARKEL SERVICE, INCORPORATED	TEN PARKWAY NORTH		DEERFIELD	IL	60015	
EVEREST NATIONAL INSURANCE COMPANY		477 MARTINSVILLE ROAD	P.O. BOX 830		LIBERTY CORNER	NJ	07938	
EVOLUTION CUSTOM AUTO		1200 Commercial Boulevard South #103			Arlington	TX	76001	
EVOLUTION RACE DEVELOPMENT		4413 Carey St			Fort Worth	TX	76119	
Evolution Race Development LLC		560 N Walnut Creek Dr			Mansfield	TX	76063	
Evolution Race Development LLC		7315 Commercial Blvd E			Arlington	TX	76001	
EXECUTIVE INN & SUITES	ATTN RAKESH PATEL	1500 10TH ST			FLORESVILLE	TX	78114	
ExtenData	ATTN ACCOUNTS RECEIVABLE	PO BOX 911453			DENVER	CO	80291-1453	
ExtenData Solutions	ATTN ACCOUNTS RECEIVABLE	PO BOX 911453			DENVER	CO	80291-1453	
EYE, REBECCA SUSANNE		1610 W MISSISSIPPI			CHICKASHA	OK	73018	
EyeMed		4000 Luxottica Place			Mason	OH	45040	
F&R Solutions, LLC		311 SOUTH WACO STREET			HILLSBORO	TX	76645	
F.B. McIntire Company Inc.		3025 SOUTH CRAVENS ROAD			FORT WORTH	TX	76119	
F.B. McIntire Equipment Co.	Holly Marie Lund, Accounting Assistant	3025 S. Cravens Rd			Fort Worth	TX	76119	
F.B. McIntire Equipment Co.	F.B. McIntire Equipment Co.	Holly Marie Lund, Accounting Assistant	3025 S. Cravens Rd		Fort Worth	TX	76119	
FAABE, NYIMANU-MENE WISDOM		14923 SUGAR CRYSTAL CT			SUGAR LAND	TX	77498	
FAGIN, BRANDEN		1814 E. ELM			ENID	OK	73701	
FAIRLEY, DONOVAN M		18297 OLD HWY 49			SAUCIER	MS	39574	
Far West Capital		DEPT 5001	PO BOX 220		BETTENDORF	LA	52772	
FARLEY, CRYSTAL JEAN		2703 HIDDEN MEADOWS DRIVE			ARLINGTON	TX	76006-7600	
Farmrail Corp		1601 West Gary Boulevard			Clinton	OK	73601-1750	
FARMRAIL CORP		PO BOX 1750			CLINTON	OK	73601	
Fast Signs		4901 SOUTH HULEN STREET			FORT WORTH	TX	76132	
Fastsigns Granbury		2116 E US 377			GRANBURY	TX	76049	
FASTSIGNS TECL #18501		4901 S. HULEN ST.			FT WORTH	TX	76132	
FAVOR, BORIS H		6 BURKETT DR			SUMTER	SC	29150	
FAVORS, CHRIS		301 LANDVIEW DRIVE			BURLESON	TX	76028	
FC 360, Inc.		PO BOX 16369			FORT WORTH	TX	76162	
FCIA Management Company, Inc.		125 PARK AVENUE	14TH FLOOR		NEW YORK	NY	10017	
FEDERAL INSURANCE COMPANY (CHUBB)	ATTN CHUBB UNDERWRITING DEPARTMENT	202B HALLS MILL ROAD			WHITEHOUSE STATION	NJ	08889	
FEDERAL INSURANCE COMPANY (CHUBB)		251 NORTH ILLINOIS SUITE 1100	CAPITAL CENTER		INDIANAPOLIS	IN	46204-1927	
FEDERAL INSURANCE COMPANY (CHUBB)	ATTN CLAIMS DEPARTMENT	82 HOPMEADOW ST			SIMSBURY	CT	06070-7683	
FEDERAL INSURANCE COMPANY (CHUBB)	EXECUTIVE PROTECTION PRACTICE	CHUBB GROUP OF INSURANCE COMPANIES	202B HALLS MILL ROAD		WHITEHOUSE STATION	NJ	08889	

CreditorName	CreditorNoticeName	Address1	Address2	Address3	City	State	Zip	Country
FEDERAL INSURANCE COMPANY (CHUBB)	HOME OFFICE CLAIMS DEPARTMENT	CHUBB GROUP OF INSURANCE COMPANIES	202B HALLS MILL ROAD		WHITEHOUSE STATION	NJ	08889	
Federal Insurance Company (DL)	Attn General Counsel	245 Park Avenue	44th Floor		New York	NY	10167	
FedEx		2920 Oak Lawn Avenue			Dallas	TX	75219	
FedEx Freight		DEPT CH PO BOX 10306			PALATINE	IL	60055-0306	
FedEx Office Print & Ship Services		PO BOX 672085			DALLAS	TX	45267	
FEHSE, TAMMY L		200 SE NEWTON DR			BURLESON	TX	76028	
FEILBACH, ZACHARY S		29582 SUNSET ACRES RD			CALIFORNIA	MO	65018	
Fenn Ag Construction		2520 CR 1227			CLEBURNE	TX	76033	
Fenn Trucking LLC		2520 CR 1227			CLEBURNE	TX	76033	
FENN, CHEYENNE		2516 COUNTY ROAD 1227			CLEBURNE	TX	76033	
FENN, PAYDON CHARLES		2520 CR 1227			CLEBURNE	TX	76033	
FENNER, APRIL R		153 SPRING ST			JONESBORO	GA	30236	
FERGUSON, PAUL THOMAS		5720 PANTHER COURT			TOLAR	TX	76476	
FEVID TRANSPORT, LLC		10800 W County Road 72			Midland	TX	79707	
FIGUEROA, DIMAS ANTHONY		4404 ROB DR			GRANBURY	TX	76049	
Filmpro.io LLC		14631 SYCAMORE CIRCLE			EAST BERNARD	TX	77435	
Filomeno Rangel		175 CO RD 311			ENCINO	TX	78353	
FINRA		12801 N. Central Expressway	Suite 1050		DALLAS	TX	75243	
Fire Boss Inc dba Dragon Fire Systems		128 W. ZIPP RD.			NEW BRAUNFELS	TX	78130	
FIRST WESTERN BANK & TRUST		100 PRAIRIE CENTER DRIVE			EDEN PRAIRIE	MN	55344	
FISHER, ARRISION MARIE		2618 LANCELOT DR			BATON ROUGE	LA	70816	
FISHER, BARRY GUY		502 NEILL STREET			THRALL	TX	76578	
FISHER, DARRIEN JALEN		10428 ETHYL HART ST.			EL PASO	TX	79927	
FITZPATRICK, ROBERT TIMOTHY		5400 WYOMING CT.			GRANBURY	TX	76048	
FLAHERTY, DANIEL		PO BOX 277			ILA	GA	30647	
FLEET, MICHAEL		6406 INVERNESS RD			GRANBURY	TX	76049	
Fleetmatics USA LLC		1600 E Golf Road			ROLLING MEADOWS	IL	60008	
FLEETMATICS USA, LLC	ATTN VERIZON CONNECT FINANCE TEAM	1100 WINTER ST			WALTHAM	MA	02451	
Fleetmatics USA, LLC		PO BOX 347472			PITTSBURGH	PA	15251-4472	
FLETCHER, DARNELL M		PO BOX 181961			ARLINGTON	TX	76096	
FLEXSTEEL PIPELINE TECHNOLOGIES, INC.		1201 LOUISIANA ST	#2700		HOUSTON	TX	77002	
FLEXSTEEL PIPELINE TECHNOLOGIES, INC.		1201 Louisiana Street	Suite 2700		Houston	TX	77002	
FLORES JR, EMILIO		128 AMMONITE LANE			JARRELL	TX	76537	
FLORES, BOBBY		1207 HEMPHILL DR.			CLEBURNE	TX	76033	
FLORES, CARLOS		6600 TEXAN RD			MISSION	TX	78574	
FLORES, DAVID G		12331 JOE GOMEZ AVE			EL PASO	TX	79928	
FLORES, ELIAS MORALES		1941 E 46TH LANE			FORT STOCKTON	TX	79735	
FLORES, FELIX ERIC		1941 EAST 46 LANE			FORT STOCKTON	TX	79735	
FLORES, IMELDA CARNERO		1406 S JAMES			MONAHANS	TX	79756	
FLORES, KURT ALLEN		76 NASHUA			WICHITA FALLS	TX	76302	
FLORES, NOE MORALES		PO BOX 745			FORT STOCKTON	TX	79735	
FLORES, REYES		1861 BELMONT AVE			FORT WORTH	TX	76146	
Florida Engineering and Design		255 COUNTY ROAD 555 SOUTH			BARTOW	FL	33830	
FLOWERS, DAVID T		17 C BOND ROAD			WIGGINS	MS	39577	
FLSmith USA Inc.		DEPT 238	PO BOX 123238		DALLAS	TX	75312-3238	
FLYING A PUMPING SERVICES LLC		14902 IH20			CISCO	TX	76437	
FLYNN, JONATHAN J		15721 BUFFALO NICKEL DR			FORT WORTH	TX	76177	
FOGARTY, LARRY J		PO BOX 218			CAMP DOUGLAS	WI	54618	
FOLTIN, ANTON		7425 N VAN ARK RD			TUSCON	AZ	85743	
Ford Credit		PO BOX 650575			DALLAS	TX	75265	
Ford Fleet Care		DEPT 121801	PO BOX 67000		DETROIT	MI	48267-1218	
Ford Motor Credit Company LLC		P.O. Box 55000	Drawer 55-953		Detroit	MI	48255-0953	
FORD MOTOR CREDIT COMPANY LLC	Ford Motor Credit Company LLC	P.O. Box 55000	Drawer 55-953		Detroit	MI	48255-0953	
FORD MOTOR CREDIT COMPANY LLC	Wilcox Law, PLLC	Stephen G. Wilcox, Attorney at Law	PO Box 201849		Arlington	TX	76006	
FORD, CLAYTON		2700 LIPAN HWY #19			GRANBURY	TX	76048	
FORESTER, DEBBIE		4224 FAIR RIDGE DR			ALEDO	TX	76008	
FORSYTHE, RUSTY		1800 E FM 4			CLEBURNE	TX	76031	
Fort Stockton Body Shop		102 W HORNBECK			FORT STOCKTON	TX	79735	

CreditorName	CreditorNoticeName	Address1	Address2	Address3	City	State	Zip	Country
FORT WORTH & WESTERN RAILROAD CO.		6300 RIDGELEA PLACE	SUITE 1200		FORT WORTH	TX	76116	
FORT WORTH & WESTERN RAILROAD CO.		PO BOX 122269			FT WORTH	TX	76121-2269	
FORT WORTH & WESTERN RAILROAD CO., INC.		PO BOX 122269			FT WORTH	TX	76121-2269	
Fort Worth Fire Extinguisher		2400 LUDELLE ST			FORT WORTH	TX	76105	
Fort Worth Tire & Service Inc.		3339 WHITE SETTLEMENT ROAD			FORT WORTH	TX	76107	
Fort Worth Water Department		Fort Worth City Hall Annex	908 Monroe Street		Fort Worth	TX	76102-6306	
Fort Worth Water Department		P.O Box 961003			Fort Worth	TX	76161	
FOSTER, JOHNTONY O		16047 NORTH MCGUIRE			MONROE	LA	71202	
FOWLER, JUSTIN SAM		P O BOX 323			LIPAN	TX	76462	
FOWLER, LEE WAYNE		7204 CHEYENNE TRAIL			WEATHERFORD	TX	76087	
FR SAND, LLC		600 TRAVIS ST	SUITE 6000		HOUSTON	TX	77002	
FR Sand, LLC	c/o First Reserve Advisors, L.L.C.	One Lafayette Place			Greenwich	CT	06830	
FRAIRE, JON T		1414 LINDELL CT			SAN ANGELO	TX	76901	
Frank Leal		440 GARDEN DR			POTEET	TX	78065	
FRANK, LOGAN DALE		14909 BELCLAIRE AVE			ALEDO	TX	76008	
Franklin Electric Supply		605 E. BERRY SUITE 115			FORT WORTH	TX	76110	
FRANKLIN, KORTNI		207 N AVE D			KERMIT	TX	79745	
FRANKS, JASON		2431 TUCKER			SAN ANTONIO	TX	78222	
FRANKS, KIM LOUISE		901 LITTLE NEW YORK RD			WHITESBURG	GA	30185	
FRANKS, MELINDA		841 S AVE. D			KERMIT	TX	79745	
FRANKS, MICHAEL STEPHEN		1210 E SEALY AVE # 507			MONAHANS	TX	79756	
Fred W. Volz III		1642 OAK CREEK DRIVE			LWEISVILLE	TX	75077	
FRED WEBER, INC.		2320 Creve Coeur Mill Rd			Maryland Heights	MO	63043	
FRED, MCKENZIE J		108 RIDGECREST			OZONA	TX	76943	
FREEDOM SPECIALTY INSURANCE COMPANY (NATIONWIDE)	NATIONWIDE MANAGEMENT LIABILITY & SPECIALTY, ATTN CLAIMS MANAGER	7 WORLD TRADE CENTER, 37TH FLOOR	250 GREENWICH STREET		NEW YORK	NY	10007-0033	
FREEDOM SPECIALTY INSURANCE COMPANY (NATIONWIDE)		8877 NORTH GAINNEY CENTER DRIVE			SCOTTSDALE	AZ	85258	
FREEDOM SPECIALTY INSURANCE COMPANY (NATIONWIDE)		ONE NATIONWIDE PLAZA			COLUMBUS	OH	43215	
FREEMAN, LARRY EDWARD		104 WESTCOURT			CLEBURNE	TX	76033	
Freightquote.com		PO BOX 9121			MINNEAPOLIS	MN	55480-9121	
FRIAS, ANTONIO LEON		213 TOOWOOMBA LN			WEATHERFORD	TX	76085	
FRIEL, ZACHARY JAMES		2124 PECAN VALLEY			CLEBURNE	TX	76031-7603	
Frio Cad		PO Box 1129			Pearsall	TX	78061-1129	
Frio County		500 E San Antonio #20			Pearsall	TX	78061-3145	
FRIO COUNTY		815 S OAK STREET			PEARSALL	TX	78061	
FRIO COUNTY	Tax Assessor Collector	Anna L Alaniz	500 East San Antonio Street	Box 20	Pearsall	TX	78061	
Frio Hospital District	Frio County	500 E San Antonio #20			Pearsall	TX	78061-3145	
FRIO LODGES LLC	ATTN JOSEPH PHILLIPS	701 W. LEONA			DILLEY	TX	78017	
Frio Lodges, LLC		317 North 12th Street			McAllen	TX	78501	
Frisbie Electric		201 PAGE STREET			FORT WORTH	TX	76110	
FRITTER, BRICE TAYLOR JAMES		2754 RIDGE HEIGHTS			NEW BRAUNFELS	TX	78130	
Frontier Communications		PO BOX 740407			CINCINNATI	OH	45274-0407	
FRONTIER TANK LINES	ATTN JUDY HORN	6850 TPC DRIVE	SUITE 200		MCKINNEY	TX	75070	
FTI Consulting, Inc.		16701 MELFORD BLVD	SUITE 200		BOWIE	MD	20715	
FTS INTERNATIONAL SERVICES		117 NU ENERGY			ALEDO	TX	76008	
FUENTES JR, ANTONIO		1311 W DENNY DR			PHARR	TX	78577	
FUENTES, ALBERTO ANTONIO		4112 LOOP 306 APT 405			SAN ANGELO	TX	76904	
Fusion Industries LLC		PO BOX 741383			ATLANTA	GA	30374	
FWWR		PO BOX 122269			FT WORTH	TX	76121-2269	
Gabriel M. Castro		709 S. DWIGHT			MONAHANS	TX	79756	
GAGE JR, THOMAS C		3200 BRYAN AVE			GROVES	TX	77619	
Gaines County Harvesters, Inc		PO BOX 57			CRESSON	TX	76035	
Gajeske, Inc.		6200 NORTH HOUSTON ROSSLYN RD.			HOUSTON	TX	77091	
GALAN, TOMMY		511 W LEONA ST			UVALDE	TX	78801	
GALINDO SANCHEZ, JUAN J		310 E MORIN			DEL RIO	TX	78840	

CreditorName	CreditorNoticeName	Address1	Address2	Address3	City	State	Zip	Country
GALINDO, NAVAR STEVEN		300 WEST COUNTRY ROAD APT 1101			PECOS	TX	79772	
GALINDO, STEVIE		519 ORANGE STREET			PECOS	TX	79772	
GALLEGOS SR, FERNANDO		10786 SPRING VALLEY CIR			SOCORRO	TX	79927	
GALVAN, STEVEN A		110 HALLIE PASS			SAN ANTONIO	TX	78227	
GAMBLE JR, JOHN R		14831 BURLESON BEND DR			HOUSTON	TX	77049	
GARCIA JR, AGUSTIN		1003 E HIDALGO ST			RIO GRANDE CITY	TX	78582	
GARCIA, CHRISTIAN		4383 US HIGHWAY 67			STEPHENVILLE	TX	76401	
GARCIA, GREGG L		16023 WASHINGTON PALM DR			HARLINGEN	TX	78552	
GARCIA, JOE R		600 SAMS STREET			TAYLOR	TX	76574	
GARCIA, JUAN		PO BOX 485			GLEN ROSE	TX	76043	
GARCIA, JUSTIN L.		PO BOX 181			LA PRYOR	TX	78872	
GARCIA, RODERICK P		1604 WASHINGTON APT 704			PECOS	TX	79772	
GARCIA-SIRODIA, RAMON		259 BERT STREET			KERMIT	TX	79745	
Garden Inn & Suites		229 S INTERSTATE 35			PEARSALL	TX	78061	
GARDENDALE RAILROAD, INC.		5585 N Interstate 35			Cotulla	TX	78014	
GARDNER, TAYLER K.		238 VISTA WAY			BENBROOK	TX	76126	
GARFIELD COUNTY		109 8th Street, Suite 207			Glenwood Springs	CO	81601	
GARFIELD COUNTY		114 W BROADWAY AVE	#106		ENID	OK	73701	
GARRETT, DALE F		5911 STONE HOLLOW AVE			LAS VEGAS	NV	89156	
GARY BLAINE HUMPHREYS AND CLAUDIA ANN HUMPHREYS,	AS CO-TRUSTEES OF THE ERIC BLAINE HUMPHREYS TRUST	3821 COLLINWOOD AVE			FORT WORTH	TX	76107	
GARY BLAINE HUMPHREYS AND CLAUDIA ANN HUMPHREYS,	AS CO-TRUSTEES OF THE JAKE ALLEN HUMPHREYS TRUST	3821 COLLINWOOD AVE			FORT WORTH	TX	76107	
GARY HUMPHREYS		3821 COLLINWOOD AVE			FORT WORTH	TX	76107	
GARZA, JONATHAN		440 NORTH OAK			KERMIT	TX	79745	
GARZA, MANUEL JESUS		3900 WEST COUNTY ROAD 145			MIDLAND	TX	79706	
GASKILL, DANIEL DWAYNE		625 COUNTY ROAD 805A			CLEBURNE	TX	76031	
GASTON, CHADWICK M		188 MLK DRIVE			EUPORA	MS	39744	
Gatehouse Media Texas Holdings		DEPT 1277	PO BOX 121277		DALLAS	TX	75312-1277	
GATES, COLTON J		517 JAYELLEN AVE			BURLESON	TX	76028-7602	
Gatewood Electric		1118 NORTH MAIN STREET			CLEBURNE	TX	76033	
GATSON, CORLEANO		3520 AMANDO			EDINBURG	TX	78539	
GATX RAIL LOCOMOTIVE GROUP, LLC	ATTENTION AL SMITH, VICE PRESIDENT AND GENERAL MANAGER	222 WEST ADAMS STREET			CHICAGO	IL	60606	
GATX RAIL LOCOMOTIVE GROUP, LLC		3454 SOLUTIONS CENTER			CHICAGO	IL	60677-3004	
Gaydos Construction LLC		700 County Road 432			Pleasanton	TX	78064	
GBH PROPERTIES LLC		4413 CAREY STREET			FORT WORTH	TX	76119	
GBH Properties, LLC, GHMR II, LLC and GHMR Operations, LLC	Jackson Walker LLP	Kenneth Stohner Jr., Vienna F. Anaya	2323 Ross Avenue Suite 600		Dallas	TX	75201	
GCR FORT WORTH		PO BOX 910530			DENVER	CO	80291-0530	
GENERA SR, ROGELIO		412 S PLAZA			BIG LAKE	TX	76932	
General Data Company, Inc.		4354 FERGUSON DRIVE			CINCINNATI	OH	45245	
General Rubber & Plastics		1902 N. KENTUCKY AVENUE			EVANSVILLE	IN	47711	
GENERAL SECURITY INDEMNITY COMPANY OF ARIZONA		ONE SEAPORT PLAZA	199 WATER STREET		NEW YORK	NY	10038-3526	
GENERAL STEEL WAREHOUSE, INC	Michael DWayne Fensterbush	Accounts Manager	7506 North County Road # 23		Shallowater	TX	79363	
George Hampton		1180 BRAESVIEW			SAN ANTONIO	TX	71303	
Geotechnical Engineering Assoc		PO BOX 86			BRANDON	MS	39043	
Gerald Walker		11135 WAR EMBLEM			SAN ANTONIO	TX	78245	
Gerardo Dominguez		3007 TRINITY PLAZA			LAREDO	TX	78046	
GERDES, MICHELLE DALYN		2509 CR-211			ALVARADO	TX	76009-7600	
GERMANY, DEVIN J		10613 ARANSAS DR			FT WORTH	TX	76131	
GHMR		4413 CAREY STREET			FORT WORTH	TX	76119	
GHMR II, LLC		4413 CAREY STREET			FORT WORTH	TX	76119	
GHMR OPERATIONS, LLC		4413 CAREY ST			FORT WORTH	TX	76119-4219	
GHMR-1641		4413 CAREY STREET			FORT WORTH	TX	76119	
GHOLSTON, JEREMIAH		2107 COLONIAL WOODS BLVD			ORLANDO	FL	32826	
GIBBS, GARY GENE		331 HCR 1143			BLUM	TX	76627	

CreditorName	CreditorNoticeName	Address1	Address2	Address3	City	State	Zip	Country
GIBSON JR, ANDY L		406 WESTWOOD DR			EUPORA	MS	39744	
GIESECKE, NOLAN REX		210 SANDY LANE			CLYDE	TX	79510	
Gilbert Quintero		101 ENARGITE			MORENCI	AR	85540	
GILBERT, THOMAS		541 FM 1488 APT 812			CONROE	TX	77384	
GILES, WESLEY C		2011 MEITH ST			GRANBURY	TX	76048	
GILL, RAYMOND ANDY		4916 VILLAGE DR			RIO VISTA	TX	76093	
Gilson Company, Inc.		PO BOX 337			POWELL	OH	43065-0337	
GIPSON, BYRON T		441 RIO CONCHO DRIVE			SAN ANGELO	TX	76903	
GIPSON, DEANDRI		2197 S UECKER LANE APT #1123			LEWISVILLE	TX	75067	
GIS Construction, LLC		1821 N. PORT AVENUE			CORPUS CHRISTI	TX	78401	
GLOBAL AEROSPACE, INC.		10895 GRANDVIEW DRIVE	BUILDING 24 SUITE 150		OVERLAND PARK	KS	66210	
GLOBAL AEROSPACE, INC.		ONE SYLVAN WAY	THIRD FLOOR		PARSIPPANY	NJ	07054	
Global Communications		1421 N. VAN BURDEN			ENID	OK	73703	
GODINEZ, IRVIN JOSUE		6621 OVERLAND STAGE RD			EL PASO	TX	79938	
GoKeyless		955 MOUND ROAD			MIAMISBURG	OH	45432	
GOMEZ, ISRAEL DANIEL		3248 SANDEFER ST			ABILENE	TX	79603-7960	
GOMEZ, JACOB T		315 B CEDAR RIDGE DR			NOLANVILLE	TX	76559	
GOMEZ, JOSE LUIS		14462 ONNIE KIRK			EL PASO	TX	79938	
GOMEZ, KEVIN A		10762 VISTA DEL SOL APT B			EL PASO	TX	79935	
Gontana Construction LLC		7826 COORS BLVD			ALBUQUERQUE	NM	87121	
GONZALES, ANDREW		312 SE RAILROAD ST.			BRONTE	TX	76933	
GONZALES, FREDDIE		330 EAST KETTERING STREET 1823			MASON	TX	76856	
GONZALES, JAVIER A		135 N PLUM ST			PEARSALL	TX	78061	
GONZALES, PHILLIP ADRIAN		3104 VOGUE			EL PASO	TX	79935	
GONZALES, RICKY MAX		4005 BRENTWOOD AVE			EL PASO	TX	79902	
GONZALES, RUBEN P		322 N MONROE STREET			SAN ANGELO	TX	76901	
GONZALEZ III, ALFREDO R		807 LEONA ST			COTULLA	TX	78014	
GONZALEZ, DOMONIC DEON		1436 KILLDEER			FORT STOCKTON	TX	79735	
GONZALEZ, LEANDRO		28786 FM 506			LA FERIA	TX	78559	
GONZALEZ, OMAR		28431 NELSON RD			SAN BENITO	TX	78586	
GONZALEZ, YESENIA M.		2511 W. ILLINOIS AVE.			DALLAS	TX	75233	
GONZALEZ-MORALES, OSCAR		8120 GILBERT DR			EL PASO	TX	79907	
GOODSON, ASHLEY L.		9012 HINES CIRCLE			CRESSON	TX	76035	
GOODWIN, DAVID CLAY		302 W. 14TH STREET			FORT STOCKTON	TX	79735	
GOODWIN, JAMES MICHAEL		3837 GILA CIRCLE			GRANBURY	TX	76048	
GOSE, DAKOTA LANE		513 N 14			ENID	OK	73701	
GOULD, RANDALL GRADY		1616 E EVERGLADE AVE			ODESSA	TX	79792	
Grabeth Sales & Service LLC		PO BOX 422			ODESSA	TX	79760	
GRABOWSKI, JAMES J.		1273 W. SUMAC AVE			COEUR D ALENE	ID	83815	
Grainger		PO BOX 419267	DEPT. 864893581		KANSAS CITY	MO	64141-6267	
GRAMMER, CHRISTIAN C		412 N OAKWOOD RD #110			ENID	OK	73701	
Granbury Athletic Association		PO BOX 27			GRANBURY	TX	76049	
Granbury Excavating, Inc.		200 KNOX ROAD			TOLAR	TX	76476	
Granbury Hospital Corporation		PO BOX 844842			DALLAS	TX	75284-4842	
GRANVILLE, ANDREW		15306 ACRON GREEN			CHANNELVIEW	TX	77530	
GRAVELLE, BRIAN DAKOTA		104 MADISON ST			CLEBURNE	TX	76033	
Gray Reed & McGraw LLP		1300 POST OAK BLVD	STE 2000		HOUSTON	TX	77056	
GRAY, LOUIS M		PO BOX 451			PANAMA	OK	74951	
Great American Life Insurance Company	Attn General Counsel	245 Park Avenue	44th Floor		New York	NY	10167	
Green Guard First Aid & Safety		4259 SHORELINE DRIVE			EARTH CITY	MO	63045	
GREEN, AARON N		3417 N MIDLAND DR APT 1006			MIDLAND	TX	79707	
GREEN, CHRISTOPHER L		5417 TRACEY DR			WACO	TX	76708	
GREEN, DAVID J.		7903 DAWNTREE PLACE			SAN ANTONIO	TX	78251	
GREEN, DAVID WAYNE		906 GRANT PLACE			CORPUS CHRISTI	TX	78411	
GREEN, MASON WAYNE		310 EAST OAK ST			ALEDO	TX	76008	
GREEN, MAVERICK CRAIG		7592 CR 196			BLUFF DALE	TX	76433	
Greenleaf Resources		DEPARTMENT 126	PO BOX 14910		HUMBLE	TX	77347-4910	



CreditorName	CreditorNoticeName	Address1	Address2	Address3	City	State	Zip	Country
Greens Welding Supply, Inc		PO BOX 1316	2501 HIGHWAY 377 W.		GRANBURY	TX	76048	
GREENS WELDING SUPPLY, INC.		2501 HIGHWAY 377 W.	PO BOX 1316		GRANBURY	TX	76048	
GREENWOOD, TIFFANY LEY		5503 PECAN HOLLOW DR.			MISSOURI CITY	TX	77459	
GREGG, STEVEN RAY		750 CR 153			BROWNWOOD	TX	76801	
Gregory L Washington Sr		2134 VIRGINIA BLVD			SAN ANTONIO	TX	78203	
GREGORY, STEPHEN LEE		106 MYERS AVE			CLEBURNE	TX	76033	
GRIEGO, DAVID R		346 CALLE DE LA FAMILIA SW			LOS LUNAS	NM	87031	
GRIFFIN II, MICHAEL R		11217 BARN WALL STREET #223			NORWALK	CA	90650	
GRIFFIN, JENNIFER		P.O. BOX 947			MARLIN	TX	76661	
GRIFFIN, JULIO		260 COUNTY RD 102			MARLIN	TX	76661	
GRIFFITH, DANIEL L		2329 GUADALUPE ST			SAN ANGELO	TX	76901	
Griffith, Jay, & Michel LLP		2200 FOREST PARK BLVD			FORT WORTH	TX	76110	
GRIGGS, TERRENCE SCOTT		1110 CENTER STREET			CLEBURNE	TX	76033-7603	
GRJ HOLDINGS		4413 Carey St			Fort Worth	TX	76119	
GROPPE, JARED KEITH		105 ALANDER			WEATHERFORD	TX	76087	
GROPPE, LAURA FRANCESCA		105 ALANDER			WEATHERFORD	TX	76087	
GROTE, JEFFREY DAVID		625 E MAIN ST			WATERTOWN	TN	37814	
GROTTALIO, MATTHEW M		2713 RIVER COUNTRY LN			GRANBURY	TX	76048	
GRUMBLES, CAMERON MARTIN		406 MADISON			CLEBURNE	TX	76033	
GSM Transmission		2964 HWY 132			NATALIA	TX	78059	
Guadallupe Valley Services LLC		PO BOX 481			GONZALES	TX	78629	
Guadalupe Martinez		24522 DAKOTA AVE			LA FERIA	TX	78559	
Guadalupe Valley Electric Coop		825 E. Sarah DeWitt Drive	P.O. Box 118		Gonzales	TX	78629	
Guadalupe Valley Electric Coop		P.O. Box 118			Gonzales	TX	78629	
GUAJARDO JR, LAUREANO		8642 OAKRIDGE LOOP			LAREDO	TX	78045	
GUERRA JR, JUAN J		415 DIVER POINT			SAN ANTONIO	TX	78253	
GUERRA, AALIYAH MARIE		1308 N JEFFERSON STREET			BEEVILLE	TX	78102	
GUERRA, ELIAS OMAR		14377 HIGH ROCK			EL PASO	TX	79938	
GUERRA, LUIS A		343 TIMBERLANE DR			SAN ANTONIO	TX	78218	
GUERRA, LUIS CARLOS		2476 E GRANT ST			ROMA	TX	78584	
GUERRERO DE LA TORRE, LUIS E		2901 SUNSET DR #27 A			SAN ANGELO	TX	76904	
Guerrero Enterprises		1304 W. WASHINGTON			MIDLAND	TX	79701	
GUERRERO, SANTIAGO		1327 SOMMERFELD ST.			MASON	TX	76856	
GUFFEY, JUSTIN		906 HORIZON RIDGE CIRCLE			LITTLE ELM	TX	75068	
GUIDEONE INSURANCE COMPANY		1111 ASHWORTH ROAD			WEST DES MOINES	IA	50265-3538	
GULLIFER, JEREMIAH MICHAEL		1306 EAST ROCK ISLAND AVE			WILBURTON	OK	74578	
Gus Bates Insurance and Invest		3221 COLLINSWORTH ST			FORT WORTH	TX	76107	
GUSTAFSON, CRAIG		115 OAK LEAF CIR			WINCHESTER	TN	37398	
GUTIERREZ JR, JUAN		607 SOUTH MISSISSIPPI AVE			BIG LAKE	TX	76932	
GUTIERREZ SR, RICARDO A		6508 GEYSER			EL PASO	TX	79932	
GUTIERREZ, HUMBERTO		3730 MOREHEAD AVE			EL PASO	TX	79930	
GUTIERREZ, RHOMAN JARROD		3713 MANDY DRIVE			GRANDBURY	TX	76048	
GUTIERREZ, SERGIO N.		1150 MOHAWK#31			SAN ANGELO	TX	76904	
GUTIERREZ, WILLIE		1101 TAYLOE AVE			SONORA	TX	76950	
GVEC Home Services, Inc.		908 CURTISS STREET SUITE B			SCHERTZ	TX	78154	
H & E EQUIPMENT SERVICES, INC.		7500 PECUE LANE			BATON ROUGE	LA	70809	
H & E Equipment, Inc.		PO BOX 849850			DALLAS	TX	75284-9850	
H & H Tires		9320 E. HWY 377			CRESSON	TX	76035	
H & J Services, Inc.		3312 N. 16TH STREET			ENID	OK	73701	
H&E EQUIPMENT SERVICES		PO BOX 849850			DALLAS	TX	75284-9850	
H&E EQUIPMENT, INC.	ATTN BRAD BARBER	7500 PECUE LN			BATON ROUGE	LA	70809	
HACKLER, CODY		3204 ESTATE DR			GRANBURY	TX	76049	
HAGOOD, PAUL MARC		21 IVY CT			ODESSA	TX	79762	
Hail Ice Company		7020 KENTUCKY			ODESSA	TX	79764	
Hajoca Corporation		PO BOX 601976			CHARLOTTE	NC	28260-1976	
HALE, TREVOR ALLEN MITCHELL		8920 GREEN LEAVES DRIVE			GRANBURY	TX	79046	
HALE, WAVERLY M		8920 GREEN LEAVES DRIVE			GRANBURY	TX	76049	
Hall Electrical Services		4368 W. 11TH STREET			ODESSA	TX	79763	
HALL III, EDWARD		1235 CR 4820			KEMPNER	TX	76539	

CreditorName	CreditorNoticeName	Address1	Address2	Address3	City	State	Zip	Country
HALL, DERRICK R		228 SW INWOOD CT			LAKE CITY	FL	32025	
HALL, JUSTIN J.		4324 GRAM LANE			WACO	TX	76705	
HALL, LORENZO KEITH		4542 W KEIST BLVD APT 1066			DALLAS	TX	75236	
HALL, MATTHEW ALAN		200 BOBBI ANN DR			GRANBURY	TX	76049-7604	
HALL, VINCENT ELLIOTT		353 FM 3049			BLUM	TX	76627	
HALLIBURTON ENERGY SERVICES		210 PARK AVENUE	SUITE 200		OKLAHOMA CITY	OK	73102	
HALLIBURTON ENERGY SERVICES, INC.		210 PARK AVENUE	SUITE 200		OKLAHOMA CITY	OK	73102	
HALLIDAY, VANNIE R		314 N CADDO ST			LIPAN	TX	76462	
HAMILTON JR, DONALD WAYNE		108 HARRY DR			NATCHITOCHES	LA	71457	
HAMILTON, DONALD E.		350 HORSESHOE DR.			SPRINGTOWN	TX	76082	
HAMMONS II, EDGAR ROBERT		220 E OSAGE			HUNTER	OK	74640	
Hampel Oil		PO BOX 875477			KANSAS CITY	MO	64187-5477	
Harbor Rail Services of CA Inc		1550 W COLORADO BLVD			PASADENA	CA	91105	
HARDY, IVIN THERON		1661 VAN DORN S			MOBILE	AL	36605	
HARDY, KEATON NEIL		450 GILBERT PIT RD			MILLSAP	TX	76066	
HARGRAVE, DAVID CALVERT		3608 S. YVONNE			MONAHANS	TX	79756-0000	
HARGROVE, DMAR E		305 WESTWOOD ST			VICTORIA	TX	77901	
HARLMON, GEORGE LEWIS		2943 MARCO DRIVE			GRAND PRAIRIE	TX	75052	
HARMON, THOMAS		15750 WEST UNIVERSITY BLVD			ODESSA	TX	79764	
HARPER, ROMELL DANTE		6220 TRUMAN DR			FORT WORTH	TX	76112-7611	
Harps Hauling		574 RAINTREE CIRCLE			COPELL	TX	75019	
HARRELSON, JERRY		3412 BLUEBERRY TRAIL			GRANBURY	TX	76048	
HARRINGTON JR, RICKY L		PO BOX 625			LA PRYOR	TX	78872	
HARRIS, EDWARD		733 OLD LATEXO RD			CROCKETT	TX	75835	
Harris, Finley & Bogle, P.C.	Paul D Bradford	Counsel to ABL Lender	777 Main St., Suite 1800		Fort Worth	TX	76102	
HARRIS, JOSEPH L		733 OLD LATEXO RD			CROCKETT	TX	75835	
HARRISON, JOHN		708 SOUTH MAGNOLIA ST			LAUREL	MS	39440	
HARRY, DARYL J		2232 CONDOR ST.			GRAND PRAIRIE	TX	75052	
Hart Construction LLC		5702 FM571			RANGER	TX	76470	
Hart Energy Publishing		PO BOX 301405			DALLAS	TX	75303-1450	
Hartford Fire Insurance Co.		P.O. BOX 660916			DALLAS	TX	75266-0916	
HARTZLER, ASHLEY ANN		317 HILLCROFT RD			FORT WORTH	TX	76108	
HARVELL JR, JIMMY L		3300 VOIGHT BLVD LOT 230			SAN ANGELO	TX	76905	
HARVEY JR, CURTIS L		9070 HINES CIRCLE RD			CRESSON	TX	76035	
HARWELL, BONNIE LEE		5252 COUNTRY CLUB DRIVE			GRANBURY	TX	76049	
HASWELL, BRANDON DAVID		2118 AUBURN DR.			RICHARDSON	TX	75081	
HATHAWAY SR, BRUCE E		2401 VIA VILLANI APT 2023			FT WORTH	TX	76109	
HAYNES AND BOONE, LLP		P.O. BOX 841399			DALLAS	TX	75284-1399	
HAYNES, DAVID KING		140 F CR 352			OAKWOOD	TX	75855	
HAYWORTH, ANTHONY WAYNE		6217 ROBERTS LANE			CLEBURNE	TX	76031	
Hazels Hot Shot		PO BOX 810239			DALLAS	TX	75381	
HCI		1105 INDUSTRIAL BLVD			SUGAR LAND	TX	77478	
HDI GLOBAL SPECIALTY SE		RODERBRUCHSTRASSE 26	ATTN RALPH BEUTTER		HANNOVER		30655	GERMANY
HEAD, DANIELL M.		425 BEASLEY RD. APT. B6			JACKSON	MS	39206	
HEADWATERS RESOURCES, INC.		4043 N EUCLID AVE			BAY CITY	MI	48706	
HealthLift Pharmacy Services, LLC		PO BOX 520190			SALT LAKE CITY	UT	84152	
Hearst Newspapers, LLC		4747 SOUTHWEST FRWY			HOUSTON	TX	77027	
Healthcare Service Corporation		PO BOX 650615			DALLAS	TX	75265-0615	
HECHT, BRIAN J.		1457 RIO VIENTO LANE			FORT WORTH	TX	76135	
HEIDARI, SAEID		6209 GILLISPIE DR			FORT WORTH	TX	76132-5052	
HEINER, HADLEY		1785 LCR 822			GROESBECK	TX	76642	
HELTON, THOMAS DIXON		2822 GORKI PARK DR			KATY	TX	77449	
HENDRICK, JOHN M		322 PEARL AVE			LAKE LAND	FL	33815	
HENDRICKS, ALEX		556 DRIFT STREET			CROWLEY	TX	76036	
HENIX, DENNIS		9052 SARA LANE			SHREVEPORT	LA	71118	
Hennessey Septic Tank LLC		19203 E 650 RD			HENNESSEY	OK	73742	
Hensons Building Materials		PO BOX 340	9200 E. HWY 377		CRESSON	TX	76035	
Herbert Wright		959 LAKE HARBOR DR	APT 800	UNIT 802	RIDGELAND	MS	39157	



CreditorName	CreditorNoticeName	Address1	Address2	Address3	City	State	Zip	Country
HEREDIA, JAMES GABRIEL		13499 ESTANCIAS DEL NORTE			SAN ELIZARIO	TX	79849	
HERNANDEZ JR, JESUS		59 MARGODRIVE			DEL RIO	TX	78840	
HERNANDEZ REYES JR, JOSE L		606 N. MAIN AVE.			BIG LAKE	TX	76932	
HERNANDEZ ROCK		4610 Weatherford Highway			Granbury	TX	76049	
Hernandez Sanitation		1705 W 13th St			Fort Stockton	TX	79735	
Hernandez Sanitation		P. O. Box 551			Fort Stockton	TX	79735	
HERNANDEZ SR, JULIO C		19538 HILLSIDE SPRINGS, CR			HOUSTON	TX	77084	
HERNANDEZ SR, MANUEL		14141 LABRECK AVE			EL PASO	TX	79938	
HERNANDEZ, BOBBY LEE		901 HICKORY HILL DR			KIRBY	TX	78219	
HERNANDEZ, CHRISTOPHER ZACHORAH		832 OLD FOLKSTONE RD			SNEABS FERRY	NC	28460	
HERNANDEZ, JOSE ALFERDO		160 K C DRIVE			SAN BENITO	TX	78586	
HERNANDEZ, LUCIANA		1104 E 1ST STREET			BIG LAKE	TX	76932	
HERNANDEZ, REBECCA LOUISE		15170 S CUSPID AVE			ODESSA	TX	79766-9447	
HERNANDEZ, RICHARD		P.O. BOX 645			ANTHONY	NM	88081	
HERNANDEZ, ROLANDO BUSTILLOS		298 LOMITA ST			DEL RIO	TX	78840	
HERNANDEZ, VICTOR		2909 LOVING AVE			FORT WORTH	TX	76106	
HERREJON JR, SERGIO		701 W LIGHTSTAR CIR			TUCSON	AZ	85756	
HERRERA, EDGAR L		1301 WESTWICK DR			RIVER OAKS	TX	76114	
HERRERA, GILBERTO JOEL		12069 CASTLE KEEP			EL PASO	TX	79936	
HERRERA, LESLIE GERARD		924 TECATE PL			EL PASO	TX	79912	
HERRERA, MANUEL ANGEL		7841 CR 1010			JOSHUA	TX	76058	
HESTAND, RANDY ALEXANDER		9449 CENTENNIAL DR			WACO	TX	76078	
Hetronic USA, Inc		3905 NW 36TH STREET			OKLAHOMA CITY	OK	73112	
HEWITT, RICHARD		301 BAKER CUT OFF RD			WEATHERFORD	TX	76087	
Hewlin Major		1173 BENEDICT DR APT 153			SAN ANGELO	TX	76903	
HEXION INC.		15366 Park Row			HOUSTON	TX	77084	
HEXION INC.		180 East Broad Street			Columbus	OH	43215	
HICKS JR., THOMAS M.		1121 CR 320 B			GLEN ROSE	TX	76043	
HICKS, JASON D		1293 CR 475			STEPHENVILLE	TX	76401	
HI-CRUSH PARTNERS LP	D&I SILICA, LLC	1330 POST OAK BLVD	SUITE 600		HOUSTON	TX	77056	
HIGGINS, DEVIN R		3415 FIORELLA WAY			HUMBLE	TX	77338	
HIGH, MICHAEL PATRICK		25 WELLHAM LANE			PALM COAST	FL	32164	
HIGHT, JACOB TODD		1132 FM 1534			HILLSBORO	TX	76645	
HILDEBRANDT, J WYATT		5820 HIGHLAND PARK DR 2109			BENBROOK	TX	76132	
Hill Country Mobile Storage LLC		PO BOX 1179			BANDERA	TX	78003	
HILL, RANDY D		400 NORTHPORT #201			CABOT	AR	72023	
HINOJOS, CRISTIAN B		135 CO RD 463			BARSTOW	TX	79719	
HireRight, LLC	Andrea Guerrero, Collections Supervisor	100 Centerview Dr			Nashville	TN	37214	
HireRight, LLC		PO BOX 847891			DALLAS	TX	75284-7891	
HireRight, LLC	HireRight, LLC	Andrea Guerrero, Collections Supervisor	100 Centerview Dr		Nashville	TN	37214	
HISE, GREG S		2375 FISHERMANS ROAD SPACE 20			SAN ANGELO	TX	76904	
HITTE, NICHOLAS RANDAL		410 ONYX DRIVE			GRANBURY	TX	76048	
HOBBS, BRYON A		7225 HWY 97 E			FLORESVILLE	TX	78114	
HOFFMAN, VAUNN AARON		2901 S VAN BUREN ST			ENID	OK	73703	
HOGAN, JACOB WAYNE		1000 E LINGLEVILLE RD APT 4416			STEPHENVILLE	TX	76401	
Hogentogler & Co. Inc.		9515 Gerwig Lane	Suite 109		COLUMBIA	MD	21046	
Hogg Ranch, LLC		101 S Betty Ave			MONAHANS	TX	79756	
HOGG RANCH, LLC DDC REAL ESTATE, LLC		PO BOX 487			MONAHANS	TX	79756	
Hohensee Construction		PO BOX 367			MILES	TX	76861	
HOKE JR, DANIEL EDWARD		108 MCDONALD DRIVE			MABANK	TX	75156	
HOLBROOKS, CODY L		313 N CADDO ST			LIPAN	TX	76462	
HOLCOMBE, ROBERT T		6699 KNICKERBOCKER RD. #74			SAN ANGELO	TX	76904	
HOLDERNESS, TRISTON WAYNE		PO BOX 1457			GRANBURY	TX	76048	
HOLGUIN, JOSHUA M		PO BOX 2145			ANTHONY	NM	88021	
HOLLAND, ANTHONY N		PO BOX 17307			JACKSONVILLE	FL	32245	
HOLLIS, HERBERT D		1109 CHURCHILL ST			JACKSONVILLE	TX	75766	

CreditorName	CreditorNoticeName	Address1	Address2	Address3	City	State	Zip	Country
HOLLOWAY, HEATH WAYNE		8401 REDONDA STREET			WHITE SETTLEMENT	TX	76108	
HOLMES, ERIC J		3906 RIDGE AVE			DAYTON	OH	45414	
HOLMES, MARVIN M		3303 HUMMINGBIRD CT			GRANBURY	TX	76049	
HOLMES, ZACHARY		1614 W COLUMBIA AVE			CORSICANA	TX	75110	
HOLNESS, ERICK		12101 DESSAU RD #2002			AUSTIN	TX	78754	
HOLT CAT	ATTN PETER HOLT	5665 S EAST LOOP 410			SAN ANTONIO	TX	78222	
HOLT CAT		PO BOX 650345			DALLAS	TX	75265-0345	
HOLT TEXAS, LTD.		549 JIM WRIGHT FREEWAY NORTH			FORT WORTH	TX	76108	
HOLZMAN, COLBY L		4735 N CARBON CITY RD			OZARK	AR	72949	
Home Motors, Inc.		3828 CHRISTOVAL ROAD			SAN ANGELO	TX	76904	
HONEYSETT, RAYMOND		1132 TERRACE VIEW			FORT WORTH	TX	76108	
Honstein Oil & Distributing		11 PASEO REAL			SANTA FE	NM	87507	
Hood CAD		2777 N Stemmons Freeway Ste 1000			Dallas	TX	75207	
Hood CAD	Hood CAD	2777 N Stemmons Freeway Ste 1000			Dallas	TX	75207	
HOOD CENTRAL APPRAISAL DISTRICT		1902 W PEARL ST			GRANBURY	TX	76048	
Hood Cnty Tax Assessor-COL		1410 W. PEARL STREET			GRANBURY	TX	76048-1826	
HOOD COUNTY		1410 W. PEARL STREET			GRANBURY	TX	76048-1826	
Hood County Appraisal District		PO BOX 819	1902 W. PEARL STREET		GRANBURY	TX	76048	
Hood County Livestock Raisers	DAVID MASSEY	P.O. BOX 2061			GRANBURY	TX	76048	
HOOD, CHRISTOPHER VAN		4001 TEJAS TRAIL			FORT WORTH	TX	76135	
Hoover Slovacek LLP	Melissa A. Haselden	5051 Westheimer St Suite 1100			Houston	TX	77056	
HOOVER, ROBERT D		13403 N 150TH ST			HUNTER	OK	74640	
HORNER, JEFF QUINTIN		7642 STEPHENSON ROAD			GODLEY	TX	76044	
HORTON, BAYLEN L		547 CR 482			GONZALES	TX	78629	
HOWARD, JAYLA ZERENA		1150 W WHITE DOVE			AZLE	TX	76020	
HOWARD, JEREMY ANTOINE		1914 COTTONWOOD PLACE APT D			COVINGTON	TN	38019	
HOYLE, CHARLES REUBEN		3807 WOODSIDE DR			ARLINGTON	TX	76016	
HOYT, DYLAN J		300 E 4TH ST			TOYAH	TX	79785	
HSA Bank		PO BOX 939			SHEBOYGAN	WI	53082-0939	
HTC		PO BOX 276			ROFF	OK	74865	
HUCKEBA, NELSON LUKE		1825 JIMMY HOUSTON WAY			BLUFF DALE	TX	76433	
HUDGENS, BRAXTON COLE		1203 S ERIC AVE			MONAHANS	TX	79756	
HUDSON INSURANCE GROUP		100 WILLIAM STREET	5TH FLOOR		NEW YORK	NY	10038	
HUDSON, BRENDA		1005 BLOOMFIELD DR			PINE BLUFF	AR	71601	
HUDSON, KEITH D		519 KIMMERIDGE DRIVE			BATON ROUGE	LA	70815	
Huff & Sons Excavating		8400 CR 1006			GODLEY	TX	76044	
HUFF JR, JACK O		1922 UPTON VILLAGE			SAN ANTONIO	TX	78260	
HUFF, JILLIAN C		9449 CENTENNIAL DR			WACO	TX	76708	
Hughes Network Systems, Inc.		11717 Exploration Lane			Germantown	MD	20876	
Hughes Network Systems, Inc.		PO Box 96874			Chicago	IL	60693-6874	
Hughes Tank Company Inc		PO BOX 570			VENUS	TX	76084	
HUGHES, CHRISTOPHER N		4418 BOBBIE ANN DR.			GRANBURY	TX	76049	
HUGHES, RAMON		2319 FIG TREE LN			ARLINGTON	TX	76014	
HUIZENGA, JAMES CARL		445 COUNTRY ROAD 3330			BRIDGEPORT	TX	76426	
Hulcher Services Inc		PO BOX 203532			DALLAS	TX	75320-3532	
Humboldt Mfg Co		DEPT # 8050	PO BOX 87618		CHICAGO	IL	60680-0618	
HUMPHREYS HOLDING, LLC		10032 S Highway 171			Grandview	TX	76050	
HUMPHREYS, JAKE ALLEN		1701 COLONY CT			TOLAR	TX	76476	
Hundley Enterprises Inc dba Hundley Hydraulic Sales & Service	Cherie Hundley	3220 N. Main St			Cleburne	TX	76033	
HUNDLEY HYDRAULIC	Hundley Enterprises Inc dba Hundley Hydraulic Sales & Service	Cherie Hundley	3220 N. Main St		Cleburne	TX	76033	
Hundley Hydraulic		PO BOX 656			GRANDVIEW	TX	76050	
HYDEN, KYLE J		904 E HARVARD ST			YUMA	AZ	85365	
Hyer Industries Inc		91 SCHOOSSETT STREET			PEMBOKE	MA	02359-0669	
Hypersoft Information Systems		Am Stadtpark 61			MUNICH		81243	GERMANY

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HYTORC		333 ROUTE 17 NORTH			MAHWAH	NJ	07430	
IBARRA, LUIS RAUL		14557 DESIERTO LINDO			HORIZON	TX	79928	
IBARRA, VICENTE		337 LILY LN			LAREDO	TX	78040	
IBRAHIM, MOHAMMED ANGO		22910 PRAIRIE BIRD LN			SPRING	TX	77373	
ICA Radio, LTD		PO BOX 610062			DALLAS	TX	75261-0062	
ICERTAINTY		2 WISCONSIN CIRCLE	SUITE 1000		CHEVY CHASE	MD	20815	
IGUS Bearings Inc		257 FERRIS AVENUE			RUMFORD	RI	02916	
IHS Global, Inc.		15 INVERNESS WAY EAST			ENGLEWOOD	CO	80112	
ILLINOIS NATIONAL INSURANCE COMPANY (AIG)		175 WATER STREET			NEW YORK	NY	10038	
ILLINOIS NATIONAL INSURANCE COMPANY (AIG)	FINANCIAL LINES CLAIMS	PO BOX 25947			SHAWNEE MISSION	KS	66225	
ILLINOIS NATIONAL INSURANCE COMPANY (AMERICAN INTERNATIONAL GROUP, INC. (AIG))	AIG, FINANCIAL LINES CLAIMS	P.O. BOX 25947			SHAWNEE MISSION	KS	66225	
INCE, JON DAYEL		436 TIMBERLAKE DRIVE			AZLE	TX	76020	
Indeed, Inc.		MAIL CODE 5160	PO BOX 660367		DALLAS	TX	75266-0367	
INDIAN HARBOR INSURANCE COMPANY		505 EAGLEVIEW BLVD., SUITE 100	DEPT. REGULATORY		EXTON	PA	19341-1120	
Industrial Accessories Company		PO BOX 414178			KANSAS CITY	MO	64141-4178	
Industrial Electrical Solution		117 BROOKBANK CT			CROWLEY	TX	76036	
Industrial Hose & Oilfield Sup		2403 25TH STREET HWY 180			SNYDER	TX	79549	
Industrial Instrumentation LLC		55 CROOKED STICK WALK			NEWNAN	GA	30265-2086	
Industrial Klin & Dryer Group Inc		12711 TOWNEPARK WAY			LOUISVILLE	KY	40243	
Industrial Power Truck & Equipment		712 N. BEACH STREET			FORT WORTH	TX	76111	
Industrial Vacuum Equipment Corporation		N 8150 MAPLE ST			IXONIA	WI	53036	
Infill Thinking, LLC		PO BOX 681454			FRANKLIN	TN	37068	
Infor (US), INC.		PO BOX 847798			LOS ANGELES	CA	90084-7798	
Interior Designs By Michelle Inc		11520 HUEBNER RD #108			SAN ANTONIO	TX	78230	
Internal Revenue Service		1100 Commerce St	M/S MC5027DAL		Dallas	TX	75242	
Internal Revenue Service	Centralized Insolvency Operation	2970 Market St			Philadelphia	PA	19104	
INTERNAL REVENUE SERVICE		Centralized Insolvency Operation	PO Box 7346		Philadelphia	PA	19101-7346	
INTERNAL REVENUE SERVICE		PO BOX 145595	MC 8420G		CINCINNATI	OH	45250-5595	
International Decal Management Corporation		104 N 11TH STREET			ROGERS	AR	72756	
IRBY JR, JERRY BURT		3314 CALHOUN ST			GRANBURY	TX	76048	
IRBY, JERRY BURT		3314 CALHOUN ST			GRANBURY	TX	76048	
IRION COUNTY	JOYCE GRAY	RTA	TAX ASSESSOR	PO BOX 859	MERTZON	TX	76941	
Irion County Tax Office	JOYCE GRAY	RTA	TAX ASSESSOR	PO BOX 859	MERTZON	TX	76941	
IRONSHORE SPECIALTY INSURANCE COMPANY		175 BERKELEY STREET			BOSTON	MA	02116	
IRONSHORE SPECIALTY INSURANCE COMPANY (LIBERTY MUTUAL)		175 BERKELEY STREET			BOSTON	MA	02116	
IRONSHORE SPECIALTY INSURANCE COMPANY (LIBERTY MUTUAL)	PRESIDENTIAL SERVICE TEAM	175 BERKELEY STREET			BOSTON	MA	02116	
IRONSHORE SPECIALTY INSURANCE COMPANY (LIBERTY MUTUAL)	CLAIMS REPORTING	28 LIBERTY STREET 5TH FLOOR			NEW YORK	NY	10005	
IRONSHORE SPECIALTY INSURANCE COMPANY (LIBERTY MUTUAL)		75 FEDERAL STREET 5TH FLOOR			BOSTON	MA	02110	
Ironsmith Supply Company		PO BOX 12393			ODESSA	TX	79768	
ISCO Industries LLC		1974 SOLUTIONS CENTER			CHICAGO	IL	60677-1009	
ISCO INDUSTRIES, INC.		1974 SOLUTIONS CENTER			CHICAGO	IL	60677-1009	
ISCO INDUSTRIES, LLC		100 Witherspoon St	2 West		LOUISVILLE	KY	40202	
ISHMAEL, JIMMY DON		613 HCR 1305			HILLSBORO	TX	76645	
ISIDOR, PIERRE H		5834 7 RIVERS HWY			ARTESIA	NM	33073	
ISN Software Corporation		3232 McKinney Avenue Suite 1500			Dallas	TX	75204	
ISN Software Corporation		PO BOX 841808			DALLAS	TX	75284	
ISP Supplies		10770 HWY 30	SUITE 200		COLLEGE STATION	TX	77845	
Ivan Azael Gonzalez		7314 PRIMROSE			SAN ANTONIO	TX	78218	
IVI North, Inc.		W6395 SPECIALTY DRIVE			GREENVILLE	WI	54942	
IVY, AMY GENTRY		7614 DICK PRICE ROAD			MANSFIELD	TX	76063	

CreditorName	CreditorNoticeName	Address1	Address2	Address3	City	State	Zip	Country
IZAGUIRRE JR., ERNESTO		3117 CORTEZ ST.			LAREDO	TX	78043	
IZAGUIRRE, JOHNNY		2405 CHURCH ST #86			GONZALES	TX	78629	
J & S Contractor LLC		PO BOX 821168			FORT WORTH	TX	76182-1168	
J Carpenter Environmental LLC		7100 W DONGES BAY ROAD			MEQUON	WI	53092	
J Spencer Brown		411 W 7TH STREET			FORT WORTH	TX	76102	
J&H Equipment Inc.		140 SUNSHINE WAY			ALPHARETTA	GA	30005	
J&N Supply		1212 RIVERSIDE DR			FORT WORTH	TX	76111	
J&S Combustion LTD		4008 LOUETTE ROAD #203			SPRING	TX	77388	
J. Taylor & Associates, LLC		4800 OVERTON PLAZA	SUITE 360		FORT WORTH	TX	76109	
Jack M. Harlow		340 CARTWRIGHT DR			BENBROOK	TX	76126	
Jack Sifuentes		2277 CR 202			UVALDE	TX	78801	
JACKS, DALLAS MONTANA		3107 US HWY 69 NORTH			LUFKIN	TX	75904	
JACKS, JOHNNY D		P.O. BOX 14			POLLOK	TX	75969	
Jackson Specialties		519 KANSAS CITY ROAD			OLATHE	KS	66061	
Jackson Spencer Law, PLLC		12221 MERIT DRIVE	SUITE 160		DALLAS	TX	75251	
Jackson Walker L.L.P.		P.O. BOX 130989			DALLAS	TX	75313-0989	
Jackson Walker LLP		PO BOX 130989			DALLAS	TX	75313	
JACKSON, CHRISTOPHER		4200 OAKWOOD AVE NW			HUNTSVILLE	AL	35810	
JACKSON, CORY W		6201 WILL WALTERS RD			GRANBURY	TX	76048	
JACKSON, DANNY BOB		2600 MAMBRIMO HWY			GRANBURY	TX	76048	
JACKSON, GARRET		4529 MIMOSA DR			GRANBURY	TX	76048	
JACKSON, KEENAN DEANDRE		7400 W ARROWHEAD CLUBHOUSE DR			GLENDALE	AZ	85308	
JACKSON, KENTRALL M		41063 CANNON RD APT 1702			GONZALES	LA	70737	
JACKSON, MARQUES		2280 MUNSEY ST			JACKSON	MS	39213	
JACOBS, MALCOM E		2818 WASHINGTON			HOLLYWOOD	FL	33020	
JACOBS, THOMAS		913 SHADY OAKS DR			KENNEDALE	TX	76060	
JACQUEZ JR., HERVEY		302 E. SHERER			FORT STOCKTON	TX	79735	
Jaime Alvarez		824 W BUTLER ST			PHARR	TX	78577	
JAIME JR, OSCAR		10823 RUSTIC CEDAR			SAN ANTONIO	TX	78245	
JAIX LEASING CO.	PAN AMERICAN RAILWAY COMPANY	5718 WESTHEIMER	SUITE 800		HOUSTON	TX	77057	
JAIX LEASING CO.		PO BOX 95065			CHICAGO	IL	60694-5065	
JAIX LEASING CO.	ATTENTION DIRECTOR, CONTRACTS	TWO NORTH RIVERSIDE PLAZA	SUITE 1300		CHICAGO	IL	60606	
JAIX LEASING COMPANY	ATTENTION DIRECTOR, CONTRACTS	TWO NORTH RIVERSIDE PLAZA	SUITE 1300		CHICAGO	IL	60606	
James G. Franklin Enterprises		605 E Berry St			FORT WORTH	TX	76110	
James Gaddis		9002 OLD SKY HARBOR			SAN ANTONIO	TX	78242	
James Hancock Home & Pool Repairs		104 COTTONWOOD			JOSHUA	TX	76058	
JAMES HARDIE BUILDING PRODUCTS		820 SPARKS DRIVE			CLEBURNE	TX	76031	
James Hardie Building Products Inc.	Attn John Ashworth, Director of Purchasing	231 S. LaSalle St.	Suite 2000		Chicago	IL	60606	
James Hardie Building Products Inc.	Law Department	Attn Will Franken	231 S LaSalle St Suite 2000		Chicago	IL	60606	
JAMES JR, ROBERT L		901 W OAK AVE			ENID	OK	73701	
James Lanter, P.C.		560 N. WALNUT CREEK	SUITE 120		MANSFIELD	TX	76063	
James Moore		120 W. PEARL STREET			GRANBURY	TX	76048	
JAMES, KENNETH W		1147 ORCHARD PARK CIRCLE			PFLUGERVILLE	TX	78660	
Jamie R Velasco		2712 WEST COUNTY ROAD 115			MIDLAND	TX	79706	
Jana Newton		2500 BLUE QUAIL DRIVE			ARLINGTON	TX	76017	
Jana Newton		2755 W I 20 APT #244			GRAND PRAIRIE	TX	75052	
JaNice Sailor		30 CLUB CIRCLE			ELLENWOOD	GA	30294	
Jasper Executive Desk Company		225 CLAY STREET			JASPER	IN	47546	
JASSO, DAVID G		10855 NORTH GRAPE CREED ROAD			SAN ANGELO	TX	76901	
Javid Jaisingh		2949 BOATING BLVD			KISSIMMEE	FL	34746	
JCOS CONSTRUCTION		102 Mesquite Court			Decatur	TX	76234	
Jean Dubreuil		2005 OAKWOOD DRIVE			RICHARDSON	TX	75082	
JEANSONNE, GARY BERNARD		307 INDEST ST			NEW IBERIA	LA	70563	
Jefferey Sanderson		1262 N 17TH AVE			BOZEMAN	MT	59715	
Jeffrey Rigstad		3430 KIRKLAND LANE			WEATHERFORD	TX	76087	

CreditorName	CreditorNoticeName	Address1	Address2	Address3	City	State	Zip	Country
JENKINS, CHAD EDWARD		7205 HACKBERRY CT			GRANBURY	TX	76048	
JENKINS, JOSHUA MARTIN		122 HERITAGE TRAIL			GRANBURY	TX	76048	
JENKINS, KELLIANNE V		6012 ALEXANDRIA DRIVE			TEMPLE	TX	76502	
JENKINS, QUINCEY		2116 E. WALNUT AVE			ENID	OK	73701	
Jennifer Tyner		305 PETERS CREEK DR			SUMMERVILLE	SC	29486	
Jennings Ranch Services		P.O. BOX 315			MOORE	TX	78057	
Jeremy Baxa		11155 BRIGGS RD			ATASCOSA	TX	78002	
Jerry Johnson & Associates		13308 THORNTON DRIVE			WESTLAKE	TX	76262	
Jerry Mendez		500 OLD EAGLE PASS RD			CARRIZO SPRINGS	TX	78834	
Jesse Morales		3030 CORK DR			EL PASO	TX	79925	
Jessica Denise Salaiz		1508 E. HAYNES			PEARSALL	TX	78061	
Jessup Manufactured Housing		1001 W LOOP 340			WACO	TX	76712	
Jesus Blanco		353 CR 3551			SANDIA	TX	78383	
Jesus Trevino		15286 DEERVALLEY DR			CARLSBAD	TX	76934	
JEWETT, DAVID WALTER		1407 ROBERTS AVE			CLEBURNE	TX	76033	
Jide Corporation		PO BOX 470664			FORT WORTH	TX	76147	
JIMENEZ, FERMIN E		5757 WOOLDRIDGE RD UNIT 20E			CORPUS CHRISTI	TX	78414	
JIMENEZ, JOHN JESSE		502 SE 3RD ST			MINERAL WELLS	TX	76067	
JIMENEZ, JULIO C		184 VISTA ORIENTE			DEL RIO	TX	78840	
JIMENEZ, ROMULO E		10032 STATE HWY 171			GRANDVIEW	TX	76050	
JM Test Systems, Inc.		7323 TOM DRIVE			BATON ROUGE	LA	70806	
Jo Ann M Outhouse		306 SOUTH RIO STREET			FORT STOCKTON	TX	79735	
JOBSINLOGISTICS.COM,INC.		17501 BISCAYNE BLVD.	SUITE 530		NORTH MIAMI BEACH	FL	33160	
Jocsan Longoria		600 RIO GRANDE			DEL RIO	TX	78840	
Joe Collins		13190 HWY 67 SOUTH			SAN ANGELO	TX	76904	
Joe Garcia		12328 MAROGOT RUN			AUSTIN	TX	78758	
Joey Bonavente		417 HINGE LOOP			CIBOLO	TX	78108	
John David Ray Jr		103 N 8TH STREET			STOCKDALE	TX	78160	
JOHN GOODLETT		129 TRINITY BLUFFS ROAD			ALEDO	TX	76008	
John Janas		2908 TILMON LANE			AUSTIN	TX	78725	
John Kelly Clark		1601 MCVOID ROAD			SPRINGTOWN	TX	76082	
John Sanchez		PO BOX 1775			GLEN ROSE	TX	76043-1775	
John T. Boyd Company		4000 TOWN CENTER BLVD	STE. 300		CANONSBURG	PA	15317	
JOHNSON COUNTY		109 N MAIN STREET			CLEBURNE	TX	76033	
JOHNSON COUNTY	Tax Office	2 North Mill St			Cleburne	TX	76033	
Johnson County Livestock & Agriculture Association Inc		PO BOX 72			CLEBURNE	TX	76031	
Johnson County Special Utility		PO BOX 509			CLEBURNE	TX	76033-0509	
JOHNSON, BONN J		820 E LOCUST AVE			ENID	OK	73701	
JOHNSON, CHARLES LEE		351 VZCR 1110			FRUITVALE	TX	75127	
JOHNSON, CHRISTOPHER GLENDALE		4500 SOJOURN DRIVE			ADDISON	TX	75001	
JOHNSON, CORLETHUS C		4025 HUFFINS BLVD APT #2204			CARROLLTON	TX	75010	
JOHNSON, DAKOREY GLENDALE		306 ANDOVER DR			MESQUITE	TX	75149	
JOHNSON, DANIEL K		2717 SOUTHWESTERN AVE			SAN ANGELO	TX	76904	
JOHNSON, DANNY D		2650 S FORUM DR #13102			GRAND PRAIRIE	TX	75052	
JOHNSON, DERRICK		110 CARTER DR			MONROE	LA	71203	
JOHNSON, DONNAVAUGHN EDWARD		2810 CORAL RD			LANCASTER	TX	75146	
JOHNSON, EDWARD C		2519 WALNUT HILL CIRCLE 709			ARLINGTON	TX	76006	
JOHNSON, JARROD BLAKE		532 CLEARWATER PLACE			GRANBURY	TX	76049	
JOHNSON, KORDRIUS		805 N. MADISON			CAMERON	TX	76520	
JOHNSON, KRISTIN DAWN		906 WOODVIEW DR			GRANBURY	TX	76048	
JOHNSON, LORENZO R		630 JOHN DAY RD			CANTON	MS	39046	
JOHNSON, MICHAEL CRAIG		3430 WILD OAKS CT			BURLESON	TX	76028	
JOHNSON, OBYDIE		700 INDUSTIAL BLVD APT 123			TEMPLE	TX	76504	
JOHNSON, ORLANDO S		512 OREGON TRAIL			MONROE	LA	71202	
JOHNSON, PAUL		911 MOCKINGBIRD LN			GLENN HEIGHTS	TX	75154	
JOHNSON, ROBERT C		PO BOX 14			BRIDGEPORT	TX	76426	

CreditorName	CreditorNoticeName	Address1	Address2	Address3	City	State	Zip	Country
JOHNSON, ROCKY L		12629 ASHGLENN DRIVE NORTH			JACKSONVILLE	FL	32224	
JOHNSON, ROSA L		6133 SHERWOOD WAY APT 5101			SAN ANGELO	TX	76901	
JOHNSON, TRAVIS C		6719 ORIOLE CT			FT WORTH	TX	76137	
JOHNSON, TYRONE		P O BOX 610			PORTEDALE	GA	30070	
JOHNSONHOUSE, AARON		125 HANSTROM DR			HUTTO	TX	78634	
JOHNSTON, DUSTIN MATTHEW		534 CONESTOGA TRAIL			RHOME	TX	76078	
JOHNSTONE, KENNETH W		1392 CR 3300			KEMPNER	TX	76539	
Jolie Tanigawa-Arteno		13116 SYDNEY HARBOUR			CROWLEY	TX	76036	
Jonathan Goodman		1788 FM RD APT 934			MIDLAND	TX	79761	
JONES LANG LASALLE BROKERAGE, INC. ACTING AS REPRESENTATIVE FOR BNSF RAILWAY CO	ATTN TRACK AGREEMENTS	4300 AMON CARTER BLVD., SUITE 100			FORT WORTH	TX	76155-2670	
JONES PIPELINE SERVICES, LLC.		10000 Memorial Drive	Suite 700		Houston	TX	77024	
JONES PIPELINE SERVICES, LLC.		16 OFFICE PARK DRIVE	SUITE 5		HATTIESBURG	MS	39402	
JONES, BILLY		9509 NUTCRACKER CT.			GRANBURY	TX	76049	
JONES, BRANDON RESHARD		1614 GIBBS STREET			MANSFIELD	LA	71052	
JONES, CHERTERRICA ANDRIANA		2825 N STATE HIGHWAY 360 APT 1531			GRAND PRAIRIE	TX	75050	
JONES, JAMES MARTIN		1109 W 12TH ST			BRADY	TX	76825	
JONES, JOHN A		1111 THE BY WAY			MCDONOUGH	GA	30252	
JONES, JONATHAN DAVID		9505 SUMMIT DR APT 2133			BENBROOK	TX	76126	
JONES, JUSTIN		802 WEST DAGGETT STREET APT 1			PECOS	TX	79772	
JONES, KEITH		1424 MARTINEZ			COTULLA	TX	78014	
JONES, STEVE K		313 AQUA VISTA			GRANBURY	TX	76049	
JONES, TERRY LEE		1234 CRESTWOOD DR			CLEBURNE	TX	76033	
JONES, THOMAS		2931 CENTRAL AVE			EL PASO	TX	79902	
JONES, TYLER DALE		313 AQUA VISTA DRIVE			GRANBURY	TX	76049	
JONES, ZACHARIAH A		1401 HWY 80 E D36			CLINTON	MS	39056	
JORDAN JR, RONNIE CHARLES		17655 HENDERSON PASS			SAN ANTONIO	TX	78232	
JORDAN JR., DOYLE D.		PO BOX 132			WICKETT	TX	79788	
Jordan Orsak		1202 THORPE LN #506			SAN MARCOS	TX	78666	
JORDAN SR, LADDUS RAMONE		306 HENDERSON ST			SANDERSVILLE	GA	31082	
JORDAN, BENJAMIN SETH		905 HODGE ST			CLEBURNE	TX	76033	
JORDAN, CALEB BLAKE		3323 E FM 916			CLEBURNE	TX	76031	
JORDAN, CHADD STEVEN		4404 HALO COURT			GRANBURY	TX	76049	
JORGEN ROMERO		7330 SAN PEDRO	SUITE 700		SAN ANTONIO	TX	78216	
Jose De Jesus Garcia		515 SONNY DR			SAN JUAN	TX	78589	
JOSE GUSTAVO ALEMAN HURTADO		1203 S GAIL AVE			MONAHANS	TX	79756	
Joseph Kinser		1024 BOLING BROOK			SAN ANTONIO	TX	78245	
JOSEPH, EDMOND		519 GOV MOUTON ST			ST MARTINVILLE	LA	70582	
JOSEPH, JAMES E		519 GOV MOUTON ST			ST MARTINVILLE	LA	70582	
JOSEPH, JOHNNY F		1324 PRINCE STREET APT 16			JACKSONVILLE	FL	32209	
JTS Asphalt and Concrete		2713 N. HAMPTON ROAD			DALLAS	TX	75212	
JUAREZ SR, ORLANDO		1625 W BOYCE AVE			FT WORTH	TX	76115	
JUNGERS, MICHAEL E		1402 OLD BRIDGE RD			CLEBURNE	TX	76033	
JUPITER MARKETING & TRADING, LLC		15851 DALLAS PARKWAY	NO. 650		ADDISON	TX	75001	
JUSTICE, ROBERT FRANKLIN		267 S. NAPOLEON AVE.			COLUMBUS	OH	43213	
Justin Seed Co.		524 SOUTH HWY 156			JUSTIN	TX	76247	
JW Marriot San Antonio Hill Country Resort & Spa		23808 RESORT PARKWAY			SAN ANTONIO	TX	78261	
Jwan Lewis		12436 VANCE JACKSON RD			SAN ANTONIO	TX	78230	
K&A Drywall		7112 SNOWY OWL ST.			ARLINGTON	TX	76002	
K&T TRUCKING		5225 Wildwood Dr			Beaumont	TX	77708-3825	
Kacey Nardi		101 ENARGITE			MORENCI	AR	85540	
KAMARA, KABBA		13112 BREVE COVE			AUSTIN	TX	78724	
KARBEN, DIKLAN		401 WEST CHERRY STREET			ENID	OK	73701	
KASER, RICKY DEAN		705 RAMBLING CT.			GRANBURY	TX	76049	
Katherine Simmerman-Morgan	DBA BENCHMARK & CONSTRUCTION	7173 COUNTY ROAD 1205			RIO VISTA	TX	76093	

CreditorName	CreditorNoticeName	Address1	Address2	Address3	City	State	Zip	Country
Kathryn Lind		6846 GOLDEN LANE			SAN ANGELO	TX	76904	
Kathy Lehr		2057 SPINNAKER LN			AZLE	TX	76020	
KAY, SANDRA K		6712 WAYFARER TRL			FORT WORTH	TX	76137	
KB Covin Aviation, LLC		8736 GRANVILLE DR			DALLAS	TX	75249	
KBCmGroup		8901 TEHAMA RIDGE PKWY	SUITE 127140		FT WORTH	TX	76177	
KCF Technologies, Inc.		336 S. FRASER ST			STATE COLLEGE	PA	16801	
KEA, COLLIN LYNN		128 HONEYSUCKLE DRIVE			JUSTIN	TX	76247	
KEANE FRAC LP		11200 WESTHEIMER RD #777			HOUSTON	TX	77042	
KEANE FRAC TX LLC		5825 N Sam Houston Pkwy W	Suite 600		Houston	TX	77086	
KEANE GROUP		14235 US ROUTE 6			MANSFIELD	PA	16933	
Keene Truck Wash		4848 SOUTH RIDGE TERRACE			FORT WORTH	TX	76133	
KEENE, JOSHUA		1961 OLD ANNETTA RD			ALEDO	TX	76008	
KEHOE, THOMAS		2605 HILLTOP ROAD			FORT WORTH	TX	76109	
KEITH, BENJAMIN		1723 HIGHLAND DRIVE			WHITNEY	TX	76692	
KELLER, KARON R		6544 BROOKDALE DR			WATAUGA	TX	76148	
Kelly Hinojosa		9914 W MILITARY DR #310			SAN ANTONIO	TX	78251	
Kelly Wartes		3549 MONROE HIGHWAY			GRANBURY	TX	76049	
KENNEDY, ROBERT MICHAEL		621 WHISPERS VIEW CIR			GRANBURY	TX	76049	
KENNISON, RAYNARD J		PO BOX 1496			BREAUX BRIDGE	TX	70517	
KEP LLC		3108 SYRACUSE ST			DENVER	CO	80238	
Kerley & Sears Inc.		4331 CEMENT VALLEY RD			MIDLOTHIAN	TX	76065	
Kerr Consulting		25510 MCDONALD RD.			THE WOODLANDS	TX	77380	
KESTRA ADVISORY SERVICES, LLC		3221 COLLINSWORTH STREET			FORT WORTH	TX	76107	
Kevin R. Postier		GARFIELD COUNTY TREASURER	PO BOX 489		ENID	OK	73702-0489	
Kevin Turner		J CONVERSE CENTER ST APT 223			CONVERSE	TX	78109	
KEY II, GEORGE A.		320 BLUESTEM LANE			ALEDO	TX	76008	
Key Personnel		PO BOX 1482			FORT WORTH	TX	76101	
KEY, TIMOTHY		160 CR 6751			DEVINE	TX	78016	
Kice Industries, Inc.		5500 MILL HEIGHTS DRIVE			WICHITA	KS	67219	
Kimberly Leatherwood	DBA FROSTED PERFECTIONS	5732 WEDGEWOOD ROAD			FT WORTH	TX	76133	
KIMMONS, DAKOTA		1009 APACHE RIDGE RD			GRANBURY	TX	76048	
KINCHELOE, MONICA C		3215 CARLISLE ST.			BEDFORD	TX	76021	
KINER JR, HENRY L		6000 STEWARTS PKWY #5741			DOUGLASVILLE	GA	30154	
King Consultants, Incorporated		1205 EAST 46TH STREET			LUBBOCK	TX	79404	
KING SR, CHRISTOPHER K		2402 DONNA DR			JASPER	TX	75951	
KING, FRANKLIN R		804 NORTH SHERIDAN STREET			FITZGERALD	GA	31750	
KINSEY, TRAVIS T		4110 WELLINGTON ST APT 915			SAN ANGELO	TX	76904	
KIOUS, JAKE		309 S. 1ST STREET			WILBURTON	OK	74578	
Kirby-Smith Machinery, Inc.		1450 NE LOOP 820			FORT WORTH	TX	76106	
KIRKPATRICK, JAMES JOHN		13923 WINDING HILL			SAN ANTONIO	TX	78217	
KITCHENS, JOSHEPH ROY		1810 E FM 4			CLEBURNE	TX	76031	
KJ MEDIA		9355 Long Point Rd Ste 1			Houston	TX	77055	
KNAIWI, MUHANNED		1504 BONDICK RD			CEDAR PARK	TX	78613	
KNIGHT, ANGELINA ANGELINA		2601 N FLAMINGO AVE			ODESSA	TX	79763	
KNIGHT, DANTE		3243 SPOTTED TAIL DR			COLORADO SPRINGS	CO	80916	
KNIGHT, SAMUEL		7401 STARHOLLOW RD			LIPAN	TX	76462	
Knighten Industries		PO BOX 12587			ODESSA	TX	79768	
Knox Oil Field Supply Inc		22510 NETWORK PLACE			CHICAGO	IL	60673-1225	
KOT, ABRAHAM PAGAROU BULLEN		3000 N LAKELINE BLVD #135			LEANDER	TX	78641	
KOUASSI, DENIS		2760 VINEVILLE AVE			MACON	GA	31204	
Kraft Tank Corp		320 KINDLEBERGER RD			KANSAS CITY	KS	66115	
KRESKA, CHRIS W.		2805 GUMWOOD PARK			RICHLAND HILLS	TX	76118	
KRESS, ROGER J.		1502 MADISON ST.			GUNTERSVILLE	AL	35976	
KRISTI A. TEIGEN CREDIT SHELTER TRUST	Attn Scott J Teigen Trustee	1274 Rustic Road 4			Glenwood City	WI	54013-4318	
KRISTI A. TEIGEN CREDIT SHELTER TRUST	Ruder Ware LLSC	Attorney Joseph R. Mirr	402 Graham Ave		Eau Claire	WI	54701	
KRISTI A. TEIGEN CREDIT SHELTER TRUST	Ruder Ware LLSC	Attorney Joseph R. Mirr	PO Box 187		Eau Claire	WI	54702-0187	



CreditorName	CreditorNoticeName	Address1	Address2	Address3	City	State	Zip	Country
KRISTI A. TEIGEN CREDIT SHELTER TRUST	Cushman & Wakefield/North Marq	c/o Jon Rausch	3500 American Boulevard West #200		Bloomington	MN	55431	
KRISTIN SMITH		6463 WOODSTOCK ROAD			FORT WORTH	TX	76116	
KROSCHEL, CLAY STEPHEN		2853 CROCKETT ST UNIT 422E			FORT WORTH	TX	76107	
Kubota Credit Corporation USA		PO BOX 0559			CAROL STREAM	IL	60132	
KUEHN, KARL		237 BLACKFOOT TRAIL			WEATHERFORD	TX	76087	
Kurt Flores		2020 SANTA FE #45			WICHITA FALLS	TX	76309	
KURTZMAN CARSON CONSULTANTS LLC		222 N. Pacific Coast Hwy Ste 300			EL SEGUNDO	CA	90245	
L&W Diesel Service Inc		2600 WEST 43RD STREET			ODESSA	TX	79764	
La Quinta Inn & Suites		3346 FOREST HILL CIRCLE			FORT WORTH	TX	76140	
La Quinta Inn and Suites		107 EAST KILPATRICK STREET			CLEBURNE	TX	76031	
LABOY JR, WILSON		2839 SOCKEYE DR			HOUSTON	TX	77045	
LABREY, HUGH		4201 GRAND LAKE DRIVE			FT WORTH	TX	76135	
LACKEY, ERIC MITCHELL		1707 RAYLENE DR APT 3			CLEBURNE	TX	76033	
LACKEY, JOSHUA RAFAEL		2407 W 3RD STREET			MONAHANS	TX	79756	
LACROIX SR, JUDE		PO BOX 5611			SAN ANGELO	TX	76903	
LAKE JR, MICHAEL RUSSELL		105 BEVERLY COURT #111B			ELYRIA	OH	44035	
LAMB, COREY AUSTIN		512 GRANDVIEW DR			GRANBURY	TX	76049	
LAMBRIGHT, AMBER DAWN		519 LONE STAR STREET			JOSHUA	TX	76058	
LANDMARK AMERICAN INSURANCE CO.		DEPT 3036	PO BOX 123036		DALLAS	TX	75312-3036	
LANG, CHRISTOPHER		414 BARTON ST			MARLIN	TX	76661	
LANG, VINCENT T		385 S TAYLOR APT 608			ST LOUIS	MO	63122	
LANNEN, CORRIN MCKINLEY		11500 LIPAN HIWAY			LIPAN	TX	76462	
LANNEN, ERIN SHEA		11500 LIPAN HWY			LIPAN	TX	76462	
LANSING TRADE GROUP		1980 Post Oak Boulevard 2155			Houston	TX	77056	
Lansing Trade Group, LLC		10875 Beson Dr			Overland Park	KS	66210	
Lansing Trade Group, LLC		1980 Post Oak Boulevard 2155			Houston	TX	77056	
LAPHAM, ADAM TAYLOR		N2801 COUNTY RD S			BLACKRIVER FALLS	WI	54615	
LARA, ANGEL DOMONICK		2006 WYOMING ST			PECOS	TX	79772	
LARA, BOBBY J.		2339 S. EDDY			PECOS	TX	79772	
LARA, JAMIE P		2009 W. 9TH APT. 1			FT STOCKTON	TX	79735	
LARA, JAVIER		160 W CASTELLANO APT 6103			EL PASO	TX	79912	
LARKIN, VIRGINIA		816 N. HOUSTON			GRANBURY	TX	76048	
Larry Johnson		754 HUMBLE CAMP RD			PLEASANTON	TX	78064	
Larry Maddox		7320 DEER MEADOW			LITTLE ROCK	AR	72201	
LARSON, ADRIAN JAMES		11825 BROCK HWY			LIPAN	TX	76462	
LaSalle Industrial Park, LLC		10101 REUNION PL STE 1000			SAN ANTONIO	TX	78126	
LATHAM, KRIS LYNN		4621 TRADEWINDS			WICHITA FALLS	TX	76310	
LATICRETE INTERNATIONAL		One LATICRETE Park North			Bethany	CT	06524-3423	
LAVALLEY, WILLIAM		10477 ABERDEEN DR			YUKON	OK	73099	
LAVICKY SAND CO.	ATTN TINA LAVICKY	1800 WEST CARRIER ROAD			ENID	OK	73703	
LAVINDER, BOBBY A		607 WESTMEADOW DRIVE			CLEBURNE	TX	76033	
Law & Resource Planning Associates PC		ALBUQUERQUE PLAZA	201 THIRD ST NW SUITE 1750		ALBUQUERQUE	NM	87102	
LAWLER, JERRY BUNT		500 ELLIS ST.			MENARD	TX	76859	
LAYNE, OLANDIS P		14310 NACOGDOCHES RD #303			SAN ANTONIO	TX	78247	
Lazy JLT Holdings LLC		PO BOX 2337			GRANBURY	TX	76048	
LBG-Guyton Associates		1101 South Captl of Texas B220			WEST LAKE HILLS	TX	78746	
LCS Cleaning Concepts		PO BOX 593			ARLINGTON	TX	76004	
LEAL, CHRISTINA RAYGENE		218 STADIUM DR			COTULLA	TX	78014	
LEBLANC, CODY J		416 NUECES			DILLEY	TX	78017	
LEE, JAMES CLAYTON		813 CONCORD ST			CLEBURNE	TX	76033	
LEE, JOSHUA LOGAN		11 ALFORD DR			NEW BOSTON	TX	75570	
LEE, SKYLER L		400 CENTER STREET			SPRINGHILL	LA	71075	
Legacy Disposal & Sanitation		204 W Grand Ave			Yoakum	TX	77995	
Legacy Disposal & Sanitation		PO Box 527			Yoakum	TX	77995	
Legacy Electric		PO BOX 3923			SAN ANGELO	TX	76902	



CreditorName	CreditorNoticeName	Address1	Address2	Address3	City	State	Zip	Country
LEHRMAN, JUSTIN T		1525 EAST 2ND STREET			GRANBURY	TX	76048	
LEIGHTON, JOSHUA RYAN		10177 W INDIAN CREEK RD			SAN ANGELO	TX	76901	
LEMASTER, DARRELL A		42 SAGE RD			SAN ANGELO	TX	76901	
LEMBCKE, FELIPE A		4502 E. KENWOOD CT.			GRANBURY	TX	76049	
LEMONS, MATTHEW HUNTER		13436 NW CR 4011			BLOOMING GROVE	TX	76626	
LEMUS, ABEL		225 VISTA RIO CIR			EL PASO	TX	79912	
LEONARD, BRANDON E		9505 LANCASTER ST			CRESSON	TX	76035	
LEONARD, JAMES ALBERT		7318 BEN HOGAN COURT			SAN ANTONIO	TX	78244	
LERMA, JAMES G		453 COUNTRY ROAD 232			GONZALES	TX	78629	
LESLIE, MICHAEL		4003 COUNTRY MEADOWS CIRCLE			GRANBURY	TX	76049	
Level-One Inc.		1704 BROADMOOR DRIVE			ROANOKE	TX	76262	
Lewis Resource Management, LLC		10101 Reunion Pl ste 1000			San Antonio	TX	78216-4157	
LEWIS, HUNTER BUTCH		10604 FORTUNE BEND RD			PALO PINTO	TX	76484	
LEXINGTON INSURANCE COMPANY		99 HIGH STREET			BOSTON	MA	02110	
Lexitas		PO BOX 734298			DALLAS	TX	75373-4298	
LHOIST NORTH AMERICA		5274 PAYSPPHERE CIR			CHICAGO	IL	60674	
LHOIST NORTH AMERICA		5600 Clearfork Main St	Suite 300		Fort Worth	TX	76109	
LIBERTY MUTUAL FIRE INSURANCE CO.		DEPT 3036	PO BOX 123036		DALLAS	TX	75312-3036	
Liberty Mutual Insurance Company	Attn K. Potvin	100 Liberty Way			Dover	NH	03820	
LIBERTY OILFIELD SERVICES		950 17TH STREET	SUITE 2000		DENVER	CO	80202	
LIGHTFOOT, ADAM SCOTT		403 TIMBERLINE DR.			GRANBURY	TX	76048	
Limons Road Service		2022 SOUTH LAREDO			SAN ANTONIO	TX	78207	
LINCOLN, JOHNATHAN L		110 E HAWKINS PKWY APT 4603			LONGVIEW	TX	75605	
Lindamood Heavy Hauling, Inc		2020 S. NURSERY RD			IRVING	TX	75060	
LINDIG TRUCKING, INC.		818 US-281			Johnson City	TX	78636	
LINDSEY, ETHAN DANIEL		1311 LYNNWOOD DR.			CLEBURNE	TX	76033	
Lion RV Park		3201 SOUTH LOOP 464			MONAHANS	TX	79756	
Lipan ISD/Lipan FFA		211 N KICKAPOO ST			LIPAN	TX	76462	
Lipan Little League		PO BOX 361			LIPAN	TX	76462	
LIRA, PHILLIP DWIGHT		13544 COUNTY ROAD 1002			GODLEY	TX	76044	
LIRELY, LOREN WILLIAM		8237 FALL CREST DR.			HURST	TX	76053	
LITTLE, BILLY G		136 CHARMAC RD			VERSAILLES	KY	40383	
LITTLE, JULIUS		64 SILVERCREST DR			ELMORE	AL	36025	
Littlejohn Inc		1720 UNION STREET			SPARTANBURG	SC	29302	
LIVINGSTON, BILLY JAMES		3930 TALL CEDARS CIRCLE			GRANBURY	TX	76048	
LIVINGSTON, JARVIS A		100 HUTCHISON			YOAKUM	TX	77995	
LIVINGSTON, JASON DANIEL		4804 CIMMARON TRAIL			RIOVISTA	TX	76093	
LIZARDO, JORGE		11812 BRUCE JENNER LANE			EL PASO	TX	79936	
LKCM Distribution Holdings, LP		PO BOX 671626			DALLAS	TX	75267	
LM INSURANCE CORPORATION (LIBERTY MUTUAL INSURANCE)		LIBERTY MUTUAL INSURANCE	175 BERKELEY STREET		BOSTON	MA	02116	
LoadRite East Texas		9010 GREENWOOD TRAIL			ROWLETT	TX	75088	
LOCKETT, NICHOLAS RAYSHON		918 VICTOR STREET			FORREST CITY	AR	72335	
LOCKHART, CARLYLE		3124 TRENT STREET			IRIVNG	TX	75061	
Lockton Companies		DEPT 3036	PO BOX 123036		DALLAS	TX	75312	
LOCKTON COMPANIES LLC	GLOBAL RISKS CLAIMS	THE ST. BOTOLPH BUILDING	138 HOUNSDITCH		LONDON		EC3A 7AG	UNITED KINGDOM
LOCKTON COMPANIES LLC	MENDES AND MOUNT	750 SEVENTH AVENUE			NEW YORK	NY	10019-6829	
LOCKTON COMPANIES LLC		TERYN PIPER	3657 BRIARPARK DR STE 700		HOUSTON	TX	77042-5264	
LOCKTON COMPANIES, LLC		3657 BRIARPARK DR STE 700			HOUSTON	TX	77042	
LOCKTON COMPANIES, LLC		3657 BRIARPARK DR SUITE 200			HOUSTON	TX	77042	
LOCKTON COMPANIES, LLC		3657 BRIARPARK DR SUITE 700			HOUSTON	TX	77057	
LOCKTON-DUNNING SERIES OF LOCKTON COMPANIES, LLC		3657 BRIARPARK DR SUITE 700			HOUSTON	TX	77057	
LOGAN, TREVOR KYLE		6212 GRANBURY HWY			WEATHERFORD	TX	76087	
LOMBRANA, ARTURO		13725 COUNTY ROAD 358			BLANKET	TX	76432-7643	

CreditorName	CreditorNoticeName	Address1	Address2	Address3	City	State	Zip	Country
LONDON, CHRIS GRAHAM		7113 OLD SANTA FE TRAIL			FORT WORTH	TX	76131	
Lone Star Banners and Flags		5206 AIRPORT FREEWAY, SUITE A			HALTOM CITY	TX	76117	
Lone Star News Group		108 S. ANGLIN ST			CLEBURNE	TX	76031	
Lone Star News Group		512 PALO PINTO			WEATHERFORD	TX	76086	
Lone Star Truck & Trailer Serv		PO BOX 955			HASLET	TX	76052	
LONESTAR PROP 50, LLC		1500 N.W. LOOP 567			GRANBURY	TX	76048	
Lonestar Prop 50, LLC	J. Robert Forshey, Dylan T.F. Ross	Forshey & Prostock LLP	777 Main St., Suite 1550		Fort Worth	TX	76102	
LONESTAR PROP 50, LLC,		801 STOCKTON BEND ROAD			GRANBURY	TX	76048	
LONESTAR PROSPECTS MANAGEMENT, LLC		4413 CAREY STREET			FORT WORTH	TX	76119-4219	
Lonestar Prospects Management, LLC	c/o Gary Humphreys and Martin Robertson	4413 Carey Street			FORT WORTH	TX	76119	
LONESTAR PROSPECTS, LTD.		4413 CAREY STREET			FORT WORTH	TX	76119-4219	
LoneStar Ranch & Outdoors		PO BOX 220	DEPT. 301		BETTENDORF	IA	52722-0004	
LONGORIA, PANTALEON		5204 50TH STREET			LUBBOCK	TX	79414	
LOOMIS, JOSEPH WEST		402 COTTONPORT FERRY RD			DECATUR	TN	37322	
LOPEZ, DAVID		9389 EL VERGEL			EL PASO	TX	79907	
LOPEZ, LEOPOLDO		7356 O DELL LN			EL PASO	TX	79934	
LOPEZ, LUIS ALFONSO		206 W VAL VERDE CIR STE C			KEENE	TX	76059	
LOUIS, LESLY		2201 STELLA STREET APT 8			DENTON	TX	76201	
Louisville Dryer Company		12711 TOWNEPARK WAY			LOUISVILLE	KY	40243	
LOVE, ROBERT LEE		405 CLAY STREET			WATSON	AR	71674	
LOVELESS, TYLER S.		1801 W. SPANISH OAK DR.			GRANBURY	TX	76048	
LOWE SR, MICHAEL R.		PO BOX 43458			SEVEN POINTS	TX	75143	
Lower Colorado River Authority		PO BOX 220			AUSTIN	TX	78767-0220	
LRS Construction Services LP		5437 COUNTY ROAD 312			CLEBURNE	TX	76031	
LUCAS, CASSIAUS MARQUIS		6314 DUCK CREEK DR 2202			GARLAND	TX	75043	
LUCIO JR, GUSTAVO M		901 HIDDEN VALLEY DRIVE APT 17105			ROUND ROCK	TX	78665	
LUCIO, TANYA L		735 ZEBRA DR			LAREDO	TX	78045	
LUEDECKE, JEFFERY ALLEN		155 FM 586 EAST			BROWNWOOD	TX	76801	
LUGO, MIGUEL		7865 WEST HWY 40 LOT 96			OCALA	FL	34482	
LUGO, ROY		11117 CENTRAL AVE			MERCEDES	TX	78570	
LUJAN, ARMIN		401 S TERESA			MONAHANS	TX	79756	
LUMPKINS, KEVIN ALVIN		1013 HOLLAWAY CIRCLE			DESOTO	TX	75115-7511	
LUNA SR, LORENZO		PO BOX 440519			LAREDO	TX	78044	
LUNA, GUILLERMO		6801 19TH STREET			LUBBOCK	TX	79407	
LUNDY, RICKY SHANE		1146 LUCAS LN			MCKENZIE	AL	36456	
LUSK, THERESA		5421 CAVALRY POST DR.			ARLINGTON	TX	76017	
LUYANDO, JORGE		5307 LAWN ARBOR DR			HOUSTON	TX	77066	
LYNCH, CHRISTOPHER H		1052 NEWCASTLE DRIVE			WEATHERFORD	TX	76086	
Lyness Construction		1501 S. MAIN B			CLEBURNE	TX	76033-7227	
Lynn Smith Chevrolet		925 N. BURLESON BLVD.			BURLESON	TX	76028	
M & R McGowen, LLC - Cleburne		1501 N. PLAZA DR.			GRANBURY	TX	76048	
M & R McGowen, LLC - Cresson		1501 N PLAZA DR			GRANBURY	TX	76048	
M&R McGowen, LLC		1506 NORTH MAIN ST			CLEBURNE	TX	76033	
M. Beth Krugler		604 E FOURTH ST	SUITE 201		FORT WORTH	TX	76102	
M2W Energy Services, LLC		516 N 15TH			THOMAS	OK	73669	
MAALT SPECIALIZED BULK, LLC		4413 CAREY STREET			FORT WORTH	TX	76119-4219	
MAALT, LP		4413 CAREY STREET			FORT WORTH	TX	76119-4219	
MAAS, NEIL E		12721 W GREENWAY RD LOT 189			EL MIRAGE	AZ	85335	
MACHAL, ANDREA NYCOLE		5441 ENCLAVE CIRCLE APT 2603			FORT WORTH	TX	76132	
Machinery Values of NJ Inc		401 SUPOR BLVD			HARRISON	NJ	07029	
MACHUCA, CHRIS		405 S HACKBERRY ST			PECOS	TX	79772	
MACIAS, MICHAEL A		7216 BARKER RD.			EL PASO	TX	79915	
MACKAY, CRAIG		1911 AUTRY CT			ARLINGTON	TX	76017	
MACKAY, KEVIN W		5921 ROCK MEADOW TRL			ARLINGTON	TX	76017	
MADDOX, LARRY DARNELL		505 WEST 22ND ST			NORTH LITTLE ROCK	AR	72114	

CreditorName	CreditorNoticeName	Address1	Address2	Address3	City	State	Zip	Country
MADDOX, TRACY LEE		454 PRIVATE ROAD 3650			PARADISE	TX	76073	
Madera Valley Water Supply		PO BOX 9009			VERHALEN	TX	79772	
MAGALLANES, LUCIO A		4550 MERMAID LANE #1303			FORT WORTH	TX	76106	
MAGBY, KYLE WAYNE		513 PLEASANT VALLEY DR			BURLESON	TX	76028	
Magid Glove & Safety Mfg. Co.		PO BOX 95081			CHICAGO	IL	60694-5081	
Mahirewe Aimable		2334 AUSTIN HWY #1104			SAN ANTONIO	TX	78218	
MALAER, CODY J		1377 ROYAL RD			PORT LAVACA	TX	77979	
MALDONADO JR., JOHNNY		210 N. OAK			PECOS	TX	79772	
MALDONADO JR., JOSE R.		407 WEST SAN MARCOS			PEARSALL	TX	78061	
MALDONADO, ABELARDO		4317 SURREY STREET.			FORT WORTH	TX	76133	
MALDONADO, ALFREDO		1337 ROYSTER ROAD			FORT WORTH	TX	76134	
MALDONADO, CHRISTIAN A		11607 PELLICANO DR APT 2010			EL PASO	TX	79936	
MALDONADO, DAMIANA ERIKA		526 FOREST ST			ASHERTON	TX	78827	
Managed Pharmacy Program		10860 N MAVINEE DRIVE			ORO VALLEY	AZ	85737	
Manase Busienei		101 S TWIN CREEK DR #1112			KILLEEN	TX	76543	
MANCILLAS, JULIAN J		301 BETHESDA RD			BURLESON	TX	76028	
MANLEY, CODY LAWRENCE		2919 FM 636			KERENS	TX	75144-7514	
MANN, ROBERT PAUL		5924 ROLLINS RD			GRANBURY	TX	76049	
MANRIQUE JR, JOE		141 BROOK SHIRE			CIBOLO	TX	78108	
MANSEL, CODY ISSAC		500 COUNTY ROAD 414			CLEBURNE	TX	76031-7603	
MANSFIELD COMMUNITY BANK		1700 EAST BROAD STREET			MANSFIELD	TX	76063	
MANSFIELD COMMUNITY BANK, A BRANCH OF WOODHAVEN NATIONAL BANK		1700 EAST BROAD STREET			MANSFIELD	TX	76063	
MANUEL, AARON MICHAEL		912 PARTRIDGE COURT			GRANBURY	TX	76048	
MANUEL, WILLIAM FLOYD		5801 LONGHORN TRAIL			JOSHUA	TX	76058	
MANZANARES, JERRY J		404 E TRINITY			PEARSALL	TX	78061	
MAPLES, COLTEN		1109 N. NOLAN RIVER RD, APT A			CLEBURNE	TX	76033	
Marabou Energy Management, LLC		450 Gears Road, Suite 850			Houston	TX	77067	
MARABOU SUPERIOR PIPELINE, LLC		450 GEARS ROAD	STE 850		HOUSTON	TX	77067	
MARATHON OIL		PO Box 22165			TULSA	OK	74121-2165	
MARATHON OIL EF LLC		PO BOX 22165			TULSA	OK	74121-2165	
Marco Montemayor		14900 NACOGDOCHES RD #503			SAN ANTONIO	TX	78247	
Marco Torres		2009 W 9TH ST APT E			FORT STOCKTON	TX	79735	
Marcos Jimenez		3216 LYON			LAREDO	TX	78043	
Margaret Chatman		700 EAST C STREET			MONAHANS	TX	79756	
Marisol Pereira		1134 W WINNIPEG			SAN ANTONIO	TX	78225	
Mark A Hibler		1822 CR 128			FLORESVILLE	TX	78114	
Mark Anthony Kyle Sr		6735 PLEASANT BAY			SAN ANTONIO	TX	78244	
Mark Hicks Transport, LLC		7420 FM 2449			PONDER	TX	76259	
Mark W. Miller		8328 ARROYO LANE			BENBROOK	TX	76126	
Marks Crane & Rigging		PO BOX 671746			DALLAS	TX	75267-1746	
MARQUEZ JR, ISMAEL		702 S FRANKLIN AVE			MONAHANS	TX	79756	
MARQUEZ, ERIK G		1005 NW 21ST ST			FORT WORTH	TX	76164	
MARQUEZ, JESUS M		4902 MARCELLA APT #42			LAREDO	TX	78041	
MARRERO, HIRAM DELMAR		200 WEST WHITE STREET			DILLEY	TX	78017	
MARROQUIN, MIGUEL A		10756 VISTA DEL SOL APT B			EL PASO	TX	79935	
MARSH, JAMES RYAN		11418 FM 205			STEPHENVILLE	TX	76401	
MARSHALL, MITCHELL DALTON		1603 MURRY DR			CLEBURNE	TX	76033	
Martin Engineering		ONE MARTIN PLACE			NEPONSET	IL	61345	
Martin Valdez		5458 N HALLFORD RD			FORT STOCKTON	TX	79735	
MARTIN W. ROBERTSON AND JANET LYNN ROBERTSON	AS CO-TRUSTEES OF THE CHRISTOPHER MARTIN ROBERTSON TRUST	8416 ASHBRIAR LANE			FORT WORTH	TX	76126	
MARTIN W. ROBERTSON AND JANET LYNN ROBERTSON	AS CO-TRUSTEES OF THE CLAIRE ANN ROBERTSON TRUST	8416 ASHBRIAR LANE			FORT WORTH	TX	76126	
MARTIN, BRANDI RENEE		1005 HICKEY CT.			GRANBURY	TX	76049	
MARTIN, COLT ANDREW		1905 SE 13TH STREET			MINERAL WELLS	TX	76067	
MARTIN, KIRBY TURNER		4430 ALAMOSA ST			PORT ARTHUR	TX	77642	

CreditorName	CreditorNoticeName	Address1	Address2	Address3	City	State	Zip	Country
MARTIN, LAWRENCE RUSSELL		4523 B COUNTY ROAD LOOP 313			GLEN ROSE	TX	76043	
MARTIN, MICHAEL J		1005 HICKEY CT			GRANBURY	TX	76049	
MARTINEZ JR, ERBEY		PO BOX 1954			BRACKETVILLE	TX	78832	
MARTINEZ JR, GUADALUPE SANDOVAL		1742 ILLINOIS ST			PORT ISABEL	TX	78578	
MARTINEZ JR, RICHARD R		2452 OXFORD AVE			SAN ANGELO	TX	76904	
MARTINEZ JR., ENRIQUE		902 S 15TH			EDINBURG	TX	78539	
MARTINEZ, ADRIAN JORDON		411 DAKOTA DR			JOSHUA	TX	76058-7605	
MARTINEZ, EDUARDO O		806 SUN COURT			GRANBURY	TX	76049	
MARTINEZ, FELIPE S		510 TEMPLE HWY			GRANBURY	TX	76049	
MARTINEZ, FRANCISCO M		1203 JULIE ST			WEATHERFORD	TX	76086	
MARTINEZ, GERARDO M		4412 OLD GRANBURY RD			GRANBURY	TX	76049	
MARTINEZ, JESSE		806 FEATHERSTON			CLEBURNE	TX	76033	
MARTINEZ, JUAN M		4412 OLD GRANBURY RD			GRANBURY	TX	76049	
MARTINEZ, LUIS E		1004 HOLDEN STREET			GLEN ROSE	TX	76043	
MARTINEZ, MANUEL		804 AVE B			LA FERIA	TX	78559	
MARTINEZ, MIGUEL A		900 SKYLARK DR			GRANBURY	TX	76049	
MARTINEZ, MIGUEL M		351 LAKE COUNTRY DRIVE			GRANBURY	TX	76049	
MARTINEZ, NOLBERTO		310 S MAIN			BIG LAKE	TX	76932	
MARTINEZ, RAUL		806 FEATHERSTON			CLEBURNE	TX	76033	
MARTINEZ, RICARDO M		802 SUN CT			GRANBURY	TX	76049	
MARTINEZ, SANDRA DEE C		13171 WHITEHAVEN LANE APT 223			FORT MYERS	FL	33966	
MARTINEZ, STEVEN		109 HARVEST MOON CT			SPRINGTOWN	TX	76082	
MARTINEZ, THOMAS G		312 N OAK			CARLSBAD	NM	88220	
MARTINEZ, XAYMARA NILMARI		6844 BAYLINE DR APT 15102			FORT WORTH	TX	76133	
Martins Office Supply, Inc.		822 W. PEARL STREET			GRANBURY	TX	76048	
MARTLAND, BRIAN THOMAS		167 SW LADYBUG DRIVE			PORT SAINT LUCIE	FL	34953	
MARTY ROBERTSON		8416 ASHBRIAR LANE			FORT WORTH	TX	76126	
Masaba Mining Equipment		1617 317TH STREET	PO BOX 345		VERMILLION	SD	57069	
MASSEY, AUDRA L		12112 TREELINE DR			CROWLEY	TX	76036	
MASSINGILL, ROBERT W.		7777 LILAC AVE			SAN ANGELO	TX	76901	
MASTERS, TIMOTHY L		6006 MARBLE FALLS DRIVE			KILLEEN	TX	76542	
MATA, FELIPE GARCIA		1630 COWAN STREET			PECOS	TX	79772	
Material Handling Concepts		17720 CULPS BLUFF AVENUE			BATON ROUGE	LA	70817	
MATHIS, DAVID J		114 HCR 1436			COVINGTON	TX	76636	
MATTHIEN, GALEN K		903 SOUTHGATE DRIVE			BRADY	TX	76825	
MAWILONG, NIXON		423 S PIERCE			ENID	OK	73703	
MAY, JOHN BUCK		12746 W PIONEER			ODESSA	TX	79764	
MAYSON, CRAIG DOUGLAS		PO BOX 14364			ODESSA	TX	79768	
MCA Connect, LLC		8055 E. TUFTS AVE	SUITE 1300		DENVER	CO	80237	
MCADORY, AARON		4200 W PIONEER			IRVING	TX	75061	
MCCALL, TATE B		601 N LANCASTER APT 14			MOULTON	TX	77975	
MCCARLEY, STEVEN		4213 LAUREN LANE			GARLAND	TX	75043	
MCCARTY, MITCHELL		5308 AMMONS			HALTOM CITY	TX	76117	
MCCAY, DWAYNE E		3060 HWY 41 S			SPRINGFIELD	TN	37172	
MCCLAIN, TRACY WADE		5111 TIN TOP HIGHWAY			GRANBURY	TX	76048	
MCCONN, BRIAN PATRICK		213 WILLIAMSBURG LN.			FORT WORTH	TX	76107	
MCCONNELL, DOUGLAS LEROY		P.O. BOX 371			GARBER	OK	73738	
MCCOURT & SONS EQUIPMENT, INC.		PO BOX 247	5141 W HWY 71		LAGRANGE	TX	78945	
MCCOWEN, LORI		410 MCANEAR ST			CLEBURNE	TX	76033	
MCCOY, MICHAEL L		808 PECOS RIVER DR			GRANBURY	TX	76048	
MCCOY, TYLER GENTRY		7614 DICK PRICE RD			MANSFIELD	TX	76063	
MCFALL, BRANDON M.		5306 N WILSON WAY			FORT STOCKTON	TX	79735	
MCGUIRE, JASON V		102 FRANKLIN			SAN ANTONIO	TX	78249	
MCKANNAN, DELBERT THOMAS		819 SUN CT			GRANBURY	TX	76049	
MCKAY JR, JOHN L		6639 E CALLE CAPPELA			TUCSON	AZ	85710	
MCKENZIE, ADRIAN		10253 W RANCHO DIEGO LN			CROWLEY	TX	76036	
MCKOY, DONALD N		200 CHANEY DR			GARNER	NC	27529	
MCKOY, EARL		110 MAYNARD LAKE RD			ERWIN	NC	28339	
MCLEROY, DAVID		20281 LONGVIEW RD			LONG BEACH	MS	39560	

CreditorName	CreditorNoticeName	Address1	Address2	Address3	City	State	Zip	Country
MCMICHAEL, DANIEL A		7035 PICKWELL DRIVE APT 1106			SAN ANTONIO	TX	78223	
MCMINN, STEVE		842 HARMONY CIRCLE			WEATHERFORD	TX	76087	
MCNABB, COLBY JABUS		1205 SE 14TH STREET			MINERAL WELLS	TX	76067	
MCNABB, RONALD		8013 HARRIS DRIVE			CRESSON	TX	76035	
MCNEILL, CODY D.		309 E. 10TH ST.			BIG LAKE	TX	76932	
MCPHERSON, MICHAEL J		413 N BROADWAY			MERTZON	TX	76941	
MCPHERSON, STEVEN WILLIAMS		1214 LOMA ALTA PLACE			CLEBURNE	TX	76033	
MCQUEEN, JAMES P		440 BELLE PLACE			SPRINGTOWN	TX	76082	
MCSHERRY, RYAN THOMAS		1011 W FM 2092	P.O. BOX 551		MENARD	TX	76859	
MCSHERRY, ZACHARY KYLE		P.O. BOX 551			MENARD	TX	76859	
MCVAY, MATT A		410 W PINE			ENID	OK	73703	
MDA Holdings		PO BOX 277185			ATLANTA	GA	30384	
MEADOR, KENNETH JAMES		654 PRIVATE ROAD 1317			DUBLIN	TX	76446	
MEDICAL DOCTOR ASSOCIATES, LLC		145 Technology Parkway NW			Norcross	GA	30092	
Medina Electric Cooperative, Inc.		2308 18th Street			Hondo	TX	78861	
MEDINA ELECTRIC COOPERATIVE, INC.		P.O. Box 33850			San Antonio	TX	78265	
MEDINA JR, ADALBERTO		15112 CABRILLO WAY			AUSTIN	TX	78738	
MEDINA, ALEKSANDER S		5413 LASTER RD			FORT WORTH	TX	76119	
MEDINA, ARNULFO		804 LONDONDERRY ROAD			EL PASO	TX	79907	
MEJIA JR, ADALBERTO		4307 LA GUARDIA APT 2			EDINBURG	TX	78539	
MELENDEZ, ABEL V		2357 SANDIA			PECOS	TX	79772	
MELENDEZ, JAIME VALLES		2359 SANDIA ST.			PECOS	TX	79772	
MENCAR LLC	ATTN ELOY DEHOYOS, SAFETY MANAGER	16414 SAN PEDRO AVE.			SAN ANTONIO	TX	78232	
MENCHACA, MANUEL ABRAHAM		10485 EL CID DR			EL PASO	TX	79927	
MENCHACA, RAYMOND		621 WHIPSER VIEW CIR.			GRANBURY	TX	76049	
MENDEZ, SAMUEL L		808 ALTA VISTA			COTULLA	TX	78014	
MENDOZA, AGUSTIN V		1224 INCA CT			GRANBURY	TX	76048	
MENDOZA, NICHADOR		PO BOX 81			BRADY	TX	76825	
MENDOZA, RODRIGO		7900 VISCOUNT BLVD APT 190			EL PASO	TX	79925	
MERCER, ARLEN LOUIS		8111 LUDLOW TRAIL			SAN ANTONIO	TX	78244	
MERCER, AUSTIN WYATT		1908 ADDISON RD			LIPAN	TX	76462	
MERCER, CADE T		200 FLAGSTONE DR			BURLESON	TX	76028	
MERCER, JOSHUA PAUL		706 WEST 17TH STREET			SAN ANGELO	TX	76903	
MERCHEN, LESLIE DUANE		2009 AVE I.			BROWNWOOD	TX	76801	
MERCURIO, JOSEPH G		3021 STROLL DR			GRANBURY	TX	76049	
MEREDITH, AARON TERRILL		1803 WIMBLENDON OAKS LN #118			ARLINGTON	TX	76017-7601	
MERINO, EDGAR		3100 LA JUNTA ST #5105			FORT WORTH	TX	76114	
Merricks Towing		295 SW 900			ANDREWS	TX	79714	
MERY GUERRERO, MARCO ANTONIO		1197 DEL RIO BLV			EAGLE PASS	TX	78852	
Metro Pole Setting Company		3103 PLUTO			DALLAS	TX	75212	
Metroplex Graphics & Marketing		7451 TOWER STREET			RICHLAND HILLS	TX	76118	
MEZA, NORMA L		4620 WHITE OAK LN			FORT WORTH	TX	76114	
MG Services		PO BOX 1907			DILLEY	TX	78017	
MGM Advisory Services, LLC		5823 ELDERWOOD DRIVE			DALLAS	TX	75230	
MHC Truck Leasing		PO BOX 879269			KANSAS CITY	MO	64187	
MHC TRUCK LEASING, INC.		PO BOX 879269			KANSAS CITY	MO	64187	
Michael and Velvet McFadden		PO BOX 394			OLTON	TX	79064	
Michael B. Hardy		4120 KINGSFERRY DRIVE			ARLINGTON	TX	76016	
Michael DWayne Fensterbush	Accounts Manager	7506 North County Road # 23			Shallowater	TX	79363	
Michael Kolanko		1424 SOUTHWOOD BLVD			ARLINGTON	TX	76013	
Michael Pruitt		4562 GLACIER STREET			FORT WORTH	TX	76115	
Michael Smith		PR 723 #249			BLUFF DALE	TX	76433	
Michael W. Gomez		104 WATERS EDGE CT.			WAXAHACHIE	TX	75165	
Micronics Filtration LLC		PO Box 775500			Chicago	IL	60677-5500	
MICRONICS FILTRATION LLC	Micronics Filtration LLC	PO Box 775500			Chicago	IL	60677-5500	
Midland Cycles		5800 W HWY 80			MIDLAND	TX	79706	
Midland Municipal Court		PO BOX 1152			MIDLAND	TX	79702	
Midland Physical Therapy		301 DODSON			MIDLAND	TX	79701	

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MIDLOTHIAN EVENT CENTER, LLC		4413 Carey St			Fort Worth	TX	76119	
Mid-Tec, Inc.		2274 S. BUSINESS HWY 71			ANDERSON	MO	64831	
Midwest Hose & Specialty Inc		PO BOX 96558			OKLAHOMA CITY	OK	73143	
MIGL, JAYMES LEON		237 TURNIP LANE			SUNSET	TX	76270	
Mike Brown Auto Group		4950 E. HWY 377			GRANBURY	TX	76049	
Mike Freshwater LLC		661 EAST MAIN STREET	SUITE 200-237		MIDLOTHIAN	TX	76065	
MIKE H. FLEET JR.		6406 INVERNESS RD			GRANBURY	TX	76049	
Mike Wilson C/O Alan Pike		PO BOX 5900			FRISCO	TX	75035	
MILES, PRECIOUS D		3727 LAMPTON AVE			JACKSON	MS	39213	
MILLER, JACK T		607 W WATER ST			WEATHERFORD	TX	76086	
MILLER, JUSTIN MICHAEL		1812 LONG CREEK CT.			GRANBURY	TX	76049	
MILLER, KELTON TYLER		405 ADA ST			CLEBURNE	TX	76031	
MILLER, RICHARD L		340 BIG VALLEY CIRCLE			LIPAN	TX	76462	
MILLER, TERRY L		2868 LAS VEGAS TRAIL APT 149			FORT WORTH	TX	76116	
MILLIGAN, COLIN		721 M AND M RANCH ROAD			GRANBURY	TX	76049	
MILLS, JUSTIN B		303 AIKENS ST			LIPAN	TX	76462	
Mine Safety and Health Admin.		PO BOX 790390			ST. LOUIS	MO	63179-0390	
Mineral Valuation Specialists		4505 East Rosemonte Drive			PHOENIX	AZ	85050	
Mineral Wells Ice Company		3704 WICHITA DRIVE			MINERAL WELLS	TX	76067	
MINOR, BRANDON O		4161 RHAPSODY ST APT. #4203			GRAND PRAIRE	TX	75052	
MIRELES, JOE ANGEL		604 W. COTTER AVE.			ALVARADO	TX	76009-7600	
MISSION RAIL INDUSTRIAL PARK LLC		1806 S. 16TH STREET			LA PORTE	TX	77571	
MITCHELL, JAMES SHANNON		221 WOODSTONE LOOP			CIBOLO	TX	78108	
MITCHELL, RICKEY EUGENE		P.O. BOX 234			CRAWFORD	TX	76638	
Mitchells Contracting Service, LLC		618 CAREY CHAPEL ROAD			RED BANKS	MS	38661	
MOBILE MINI SOLUTIONS		4646 EAST VAN BUREN STREET	SUITE 400		PHOENIX	AZ	85008	
Mobile Mini, Inc.		4646 EAST VAN BUREN STREET	SUITE 400		PHOENIX	AZ	85008	
Mobile Modular		4445 East Sam Houston Parkway South			Pasadena	TX	77505	
MOBILE MODULAR MANAGEMENT CORP.		PO BOX 45043			SAN FRANCISCO	CA	94145	
MOGG, SHAWN WILLIAM		9931 HYATT RESORT DR #1521			SAN ANTONIO	TX	78251	
MoistTech Corp		6408 PARKLAND DRIVE SUITE 104			SARASOTA	FL	34243	
Moisture Reduction Systems Ltd		Citygate House	91-99 Pentonville Road		LONDON		N19LG	UNITED KINGDOM
MOLINA, DUSTIN CHRISTOPHER		1000 AVE R			DEL RIO	TX	78840	
MOLINA, EDGAR L		2822 CHEYENNE ST			IRVING	TX	75062	
MOLINA, RUBEN A		210 W HARRIS ST			DILLEY	TX	78017	
MOLINAR, JULIO C		5213 CAROUSEL APT 7			EL PASO	TX	79927	
MOMENTIVE SPECIALTY CHEMICALS INC.		260 HUDSON RIVER ROAD			WATERFORD	NY	12188	
MONAHANS AFFORDABLE HOMES		2204 S. JANICE			MONAHANS	TX	79756	
Monahans Affordable Homes LLC		2204 S. JANICE			MONAHANS	TX	79756	
Monahans Chamber of Commerce		401 S. DWIGHT			MONAHANS	TX	79756	
MONASCO, WALYNN D		601 N LANCASTER #6			MOULTON	TX	77795	
MONCRIEF, JOYCE LAVERNE		240 DOUGLAS			DUBLIN	TX	76446	
MONROE, MICHAEL A		1902 W TWOHIG			SAN ANGELO	TX	76901	
MONTANEZ, TONY G		1701 S PARK			PECOS	TX	79772	
MONTANO, RUBEN A		1500 COWAN ST			PECOS	TX	79772	
MONTEAL, HILARIO		2809 CASSIE ST			EDINBURG	TX	78541	
MONTELLO, ANTHONY T		809 N OHIO			BIG LAKE	TX	76932	
MONTELONGO, HECTOR MANUEL		10916 YOGI BERRA			EL PASO	TX	79934	
Montgomery Coscia Greilich LLP		2500 DALLAS PARKWAY	SUITE 300		PLANO	TX	75093	
MONTGOMERY, JUSTIN D.		226 ROSE AVE			CLEBURNE	TX	76033	
MONTGOMERY, MASON DEAN		5409 SEMINOLE CT			GRANBURY	TX	76049	
MONTOYA, CHRISTIAN		2427 STAFFORD BLVD.			PECOS	TX	79772	
MOORE JR, GEORGE EUGENE		5411 GROOM AVE			ALAMO	NV	89001	

CreditorName	CreditorNoticeName	Address1	Address2	Address3	City	State	Zip	Country
MOORE SR, DESMOND L		6915 MAPLE FOX DR			HUMBLE	TX	77338	
MOORE, DAMEIN LAVERT		3199 MATHIS ROAD			CRYSTAL SPRINGS	MS	39059	
MOORE, TYLER JOE		1714 MARTIN DR APT 1205			WEATHERFORD	TX	76086	
MOORE, WILLIAM TYLER		211 DENNIS RD			LIPAN	TX	76462	
Moraino Moses		8450 CHALK HILL CT			CONVERSE	TX	78109	
MORALES RODRIGUEZ, JOSE A		200 DESERT PASS STREET			EL PASO	TX	79912	
MORALES SR, DANIEL S		628 BURK ST			DEL RIO	TX	78840	
MORALES, CHRISTOPHER E		2427 LINDEN WOOD CT			SAN ANGELO	TX	76904	
MORALES, EDUARDO		1221 E. HATTIE ST.			FORT WORTH	TX	76104	
MORALES, GARY		1210 ELYSE			KILLEEN	TX	76549	
MORALES, JESSE L		1127 HARPETH DR			MEMPHIS	TN	38134	
MORALES, JOSEPH MARCO		254 BUFORD DR			SOCORRO	TX	79927	
MORENO, ALFONSO		PO BOX 1190			HEREFORD	TX	79045-7904	
MORENO, ELISA I		610 W COLORADO			PEARSALL	TX	78061	
MORENO, ERNESTO A.		811 KNIGHT ST.			HEREFORD	TX	79045	
MORENO, JOSE		12048 GREENVEIL			EL PASO	TX	79936	
MORGAN, HUNTER		2337 ROCK CREEK RD			CROWLEY	TX	76036	
MORIN, CASTULO A		3121 FOREST PARK			SAN ANGELO	TX	76901	
MORINE, JOHNNIE M		1723 CROSS CREEK LANE			CLEBURNE	TX	76033	
MORRIS, GABRIEL		196 DAVIS RANCH RD			ALVARADO	TX	76009	
MORROW, RONALD L		155 CR 2930			ALBA	TX	75410	
MORTON, HOWARD FREDERICK		PO BOX 7631			ODESSA	TX	79760	
MOSELEY, JOHN D		301 COUNTY ROAD 214			HICO	TX	76457	
MOSES II, JAMES EDWARD		7704 WARRIOR AVE			SAN ANGELO	TX	76904	
MOSLEY JR, JAMES		8515 IDEAL DRIVE			ROSHARON	TX	77583	
Motion Industries		PO BOX 849737			DALLAS	TX	75284	
MOTIVE POWER RESOURCES, INC.		113 INDUSTRIAL DRIVE			MINOKA	IL	60447	
MOYER, MARK		7200 S PRESS APT 905			SAN ANTONIO	TX	78223	
MPUNDU, CLEMENT		1250 YEOMANS ROAD #3207			ABILENE	TX	79602	
Mr. John Goodlett		129 TRINITY BLUFFS ROAD			ALEDO	TX	76008	
MSD Credit Opportunity Fund, L.P.	Attn General Counsel	645 Fifth Avenue	21st Floor		New York	NY	10022	
MTI LOGISTICS, LLC		6300 Schurmier Rd			Houston	TX	77048	
MUHANMMAD, LEONARD		28786 GLENWOOD			FLAT ROCK	MI	48134	
MULLEN, PATRICK DEAN		1108 CR 805			CLEBURNE	TX	76031	
MULLINS, LEE ROBERT		828 TAHOE TRAIL			HEWITT	TX	76643-7664	
MUNOZ, ARMANDO		5015 PIKES PEAK			EL PASO	TX	79904	
MUNOZ, ARTEMIO		414 E. 14TH			PECOS	TX	79772	
MUNOZ, DAMIAN		414 E 14TH			PECOS	TX	79772	
MUNOZ, MICHAEL		814 BAYFIELD WAY			CANUTILLO	TX	79835	
MUNOZ, SALVADOR H		905 N CALIFORNIA			BIG LAKE	TX	76932	
Murdock Companies		PO BOX 2775			WICHITA	KS	67214	
MURILLO FALCON, ISAAC		PO BOX 465			LUBBOCK	TX	79408	
MURRAY, WILLIAM J		6156 GINTER CT			SLATINGTON	PA	18080	
Musick Metalworks LLC		560 MARION ROAD			VENUS	TX	76084	
Mustang Electrical Services		PO BOX 131			NATALIA	TX	78059	
MUTZ, MICHAEL GLEN		2309 SOUTH 24 ST			HARLINGEN	TX	78550	
MWABA, VICTOR		3725 WEST NETTLE CREEK DR.			MORRIS	IL	60450	
MYERS, CHRISTOPHER CHARLES		3558 BUSINESS 35 E LOT 19			PEARSALL	TX	78061	
MYERS, JASON		1702 N ST PAUL CHURCH			SUMTER	SC	29154	
NABOURS, JAY ALLEN		PO BOX 1945			GLENROSE	TX	76043	
NAGBE, PATRICK		4121 JOHN DALE LANE			CHARLOTTE	NC	28269	
Napa Auto Parts		1501 NORTH PLAZA DRIVE			GRANBURY	TX	76048	
Napa Auto Parts	DBA NAPA AUTO PARTS	409 E 2ND ST.			ODESSA	TX	79761	
Napa Auto Parts	DBA M&R MCGOWEN LLC	522 NORTH MAIN STREET			CLEBURNE	TX	76033	
Napa Auto Parts		9200 E. HWY 377 SUITE 102			CRESSON	TX	76035	
Napa Auto Parts-Barron		409 E 2ND ST			ODESSA	TX	79761	
NAPIER, LYNDAL C		7792 TRUMAN RD			COULTERVILLE	IL	62237	
NAPIER, MATTHEW WAYNE		1200 ELIZABETH BLVD			GRANBURY	TX	76048	
NARDI, KACEY JO		14240 DESERT SKY DR.			HORIZON CITY	TX	79928-8930	
Nathan Arreola		214 BLUEBONNET RD			LA VERNIA	TX	78121	



CreditorName	CreditorNoticeName	Address1	Address2	Address3	City	State	Zip	Country
Nathan Peterson		9709 TRINITY CT.			GRANBURY	TX	76049	
National Business Furniture		770 SOUTH 70TH STREET			MILWAUKEE	WI	53214	
NATIONAL LIME AND STONE		1331 BROAD AVE	SUITE 100		FINDLAY	OH	45840	
National Lime and Stone Co.		1331 BROAD AVE	SUITE 100		FINDLAY	OH	45840	
National Railroad Safety Ser		7395 KINGSGATE WAY			WEST CHESTER	OH	45069	
Natural Alternatives, Inc		151 FM 2777			MEXIA	TX	76667	
NAVARRETTE, LAURA RODRIGUEZ		1106 NORTH EVA APT B			MONAHANS	TX	79756	
NAVARRO, RICHARD		1729 ONIZUKA DR			EL PASO	TX	79936	
NDC Technologies, Inc.		8001 TECHNOLOGY BLVD			DAYTON	OH	45414-1568	
NDEDE, GEORGE M		413 ROCK PRAIRIE LANE			FORT WORTH	TX	76140	
NDS LEASING	ATTN TASJAH DAVIS	1111 OLD EAGLE SCHOOL RD			WAYNE	PA	19087-1453	
NDS LEASING		1111 OLD EAGLE SCHOOL ROAD			WAYNE	PA	19087	
ND-TX Holdings LLC		1929 OLD DENTON RD			CARROLLTON	TX	75006	
NEAL, JACORY R		763 DIAMOND CIRCLE			WAVERLY HALL	GA	31831	
NEAVES, HECTOR A		503 1/2 S. ROBINSON			CLEBURNE	TX	76031	
NEBBEN, RICHARD F		4005 APACHE CIRCLE			GRANBURY	TX	76048	
Nehemiah T Mukiza		4300 E 18TH ST #102			SIOUX FALLS	SD	57103	
NELSON, DANIEL R		8045 HARRIS DR			CRESSON	TX	76035	
NELSON, DEDRICK J		2161 BENNING WAY			FT WORTH	TX	76177	
NELSON, JACOB TAYLOR		113 TIMBERVIEW CT			BURLESON	TX	76028	
NELSON, KEITHEN		20514 RIMINI RIVER WAY			KATY	TX	77449	
NELSON, RYAN ANDREW		903 GREEN ST.			RIO VISTA	TX	76093-7609	
Neptune Process		131 MAPLE ROW BLVD	STE E 500		HENDERSONVILLE	TN	37075	
NESBITT JR, STEVE NOLAN		703 SHERWOOD			FORREST CITY	AR	72335	
NEVES, TAHNEE		400 ANN ST. APT 4102			DILLEY	TX	78017	
NEVILL DOCUMENT SOLUTIONS LLC		2825 STORY RD. W.			IRVING	TX	75038-5268	
NEW ACTON MOBILE INDUSTIES LLC		3700 EAST LOOP 820 SOUTH			FORT WORTH	TX	76119	
New Benefits, LTD.		14240 PROTON ROAD			DALLAS	TX	75244	
New Benefits, Ltd.		P. O. BOX 803475			DALLAS	TX	75380	
New Gen Products		PO BOX 205793			DALLAS	TX	75320-5793	
NEW, VALERIE ANN		2100 BELMONT PARK DRIVE			ARLINGTON	TX	76017	
NEWSOME, DAVID G		6476 INTERSTATE 10 EAST			CAP SPRING	TX	78933	
NEWTON, JANA RHI		809 ROSEWOOD HILLS DR			GARLAND	TX	75040	
Nexgen Heating & Airconditioning LLC		108 N BROADWAY ST			JOSHUA	TX	76058	
Nexlink Communications LLC		3355 BALD MOUNTAIN RD.	SUITE 10		AUBURN HILL	MI	48326	
Next Level Plumbing		PO BOX 60444			FORT WORTH	TX	76134	
NEXTIER	Attention Accounts Payable	3990 Rogerdale Road			HOUSTON	TX	77042	
NextLink		95 Parker Oaks Lane			Hudson Oaks	TX	76087-1265	
NGENE, AFAMEFUNA C		790 GASTONIA LN			PLANO	TX	75023	
NGUYEN, DUNG N		PO BOX 56			MERTZON	TX	76941	
Nicholas Investment Co.		SEVEN PINES VILLAGE	4004 VILLAGE DR.		ENID	OK	73703	
NICHOLS, CARLOS		411 FETICK AVE			TAFT	TX	78390	
NIELSEN, RYAN L		6639 E BROADWAY BLVD #247			TUCSON	AZ	85710	
Nikita Turov		1501 N. MARSHALL ST. #44			FORT STOCKTON	TX	79735	
NOKES, CASEY CARLTON		4110 ROSETREE LANE			ENID	OK	73703	
Nolan CAD		PO BOX 1256			SWEETWATER	TX	79556	
NOLAN COUNTY		208 ELM STREET			SWEETWATER	TX	79556	
NOLAN COUNTY		Kathy Bowen	100 East Third, Suite 100		Sweetwater	TX	79556	
NORFLEET III, PETER Y		12157 S WALLACE			CHICAGO	IL	60628	
Norfolk Southern		PO BOX 532797			ATLANTA	GA	30353-2797	
NORMAN, MICHAEL D		6207 BIG HORN DR			GRANBURY	TX	76048	
NORTH COAST CAPITAL CORP.		30955 NORTHWESTERN HIGHWAY			FARMINGTON HILLS	MI	48334	
North Texas Radiology PLLC		PO BOX 470065			FORT WORTH	TX	76147	
North Texas Tollway Authority		PO BOX 660244			DALLAS	TX	75266-0244	
Norton Metals Inc		P.O. BOX 1798	DEPT.#07-098		MEMPHIS	TN	38101-9715	
NORWOOD, JOHN S.		1001 CLEARWATER ST.			SAN ANGELO	TX	76903	
Nova Fracsand		5800 NOVA DRIVE			HOBBS	NM	88240	



CreditorName	CreditorNoticeName	Address1	Address2	Address3	City	State	Zip	Country
Nova Healthcare		PO BOX 840066			DALLAS	TX	75284-0066	
Nova Healthcare Centers		PO BOX 840066			DALLAS	TX	75284-0204	
Nova Healthcare, P.A.		PO BOX 840066			DALLAS	TX	75284	
NOYS, NICKEAMA		1202 BEXAR AVE			MELISSA	TX	75454	
Ntelecom		14902 PRESTON RD.	#404-132		DALLAS	TX	75254	
NUTSCH, MATTHEW LEE		5712 RIO GRANDE DRIVE			HALTOM CITY	TX	76137	
NWABUEZE, VICTOR		4633 CAMPUS DR, APT #6301			FORT WORTH	TX	76119-7611	
NWACHUKWU, PAUL		8845 QUARRY RIDGE TRAIL			FORT WORTH	TX	76244	
NYAKURERWA, MARK IRVIN		7121 WOODHINGE DR			BENBROOK	TX	76126	
O NEAL, COLIN QUINN		417 TURNER ST			CLEBURNE	TX	76033	
Occupational Health Centers		PO BOX 9005			ADDISON	TX	75001-9005	
OCE FINANCIAL SERVICES, INC.		5600 Broken Sound Way			Boca Raton	FL	33487	
OCEGUERA, OFELIA N		103 S OLEANDER			COTULLA	TX	78014	
Odessa Nut & Bolt		3419 N COUNTY ROAD WEST			ODESSA	TX	79764	
Office of the Attorney General	Ken Paxton	300 W. 15th Street			Austin	TX	78701	
OFFICE OF THE ATTORNEY GENERAL		Bankruptcy & Collections Division	PO Box 12548		Austin	TX	78711-2548	
OFFICE OF THE UNITED STATES ATTORNEY		Erin Nealy Cox/Bankruptcy Division	Burnett Plaza Suite 1700	801 Cherry St Unit 4	Fort Worth	TX	76102-6882	
OFFICE OF THE UNITED STATES TRUSTEE	Erin Schmidt	1100 Commerce Street, Room 976	Earle Cabell Federal Building		Dallas	TX	75242	
Officewise Furniture & Supply		1200 S TAYLOR ST			AMARILLO	TX	79105	
OFFNER, ROBERT ELTON		1307 SHAWNEE TRL			GRANBURY	TX	76048	
OGBONNA, CHIMEZIE B		5249 US HIGHWAY 277 SOUTH APT 266			ABILENE	TX	79605	
OGUNMAKIN, MARCUS L		5010 GROVE WEST BLVD UNIT 1306			STAFFORD	TX	77477	
OH, KENNETH		3607 S BOSTON STREET			MONAHANS	TX	79756	
Oil Ranch		729 BOOKCLIFF AVE			GRAND JUNCTION	CO	81501	
OJEDA, ANTONIO T.		601 WEST 2ND			DEL RIO	TX	78840	
OK Corp Comm Petro Storage Div		PO BOX 5200	JIM THORPE BUILDING ROM 480		OKLAHOMA CITY	OK	73152-2000	
Oklahoma Gas & Electric		P.O. Box 24990			Oklahoma City	OK	73124	
Oklahoma Gas & Electric	OGE Energy Corp	PO Box 321			Oklahoma City	OK	73101-0321	
Oklahoma Independent Petroleum Association		500 NE 4TH STREET			OKLAHOMA CITY	OK	73104	
Oklahoma Natural Gas Co.		PO BOX 219296			KANSAS CITY	MO	64121-9296	
Oklahoma Secretary of State		421 N.W. 13TH	SUITE 210		OKLAHOMA CITY	OK	73103-3759	
Oklahoma Tax Commission	General Counsels Office	120 N Robinson Suite 2000 W			Oklahoma City	OK	73102-7895	
Oklahoma Tax Commission		2501 N Lincoln Boulevard			OKLAHOMA CITY	OK	73194	
Oklahoma Tax Commission	Taxpayer Service Center	2501 North Lincoln Blvd	Connors Building, Capitol Complex		Oklahoma City	OK	73194	
Oklahoma Tax Commission		PO BOX 26940			OKLAHOMA CITY	OK	73126-0860	
Oklahoma Tax Commission		PO BOX 26940			OKLAHOMA CITY	OK	73126-0940	
OKLAHOMA TIRE RECYCLERS		100 Old Trail Road			Bristow	OK	74010	
OLALDE, CARLOS MARTINEZ		400 E SPURGEON ST			FORT WORTH	TX	76115	
Old 33 Equipment		1269 OLD HWY 33			CHOUTEAU	OK	74337	
OLD REPUBLIC UNION INSURANCE COMPANY		370 NORTH MICHIGAN AVENUE			CHICAGO	IL	60601	
OLDHAM, LEE		408 GRAYSON CT			JOSHUA	TX	76058	
OLIVARES, GEORGE X		314 GATRIX AVE			CLEBURNE	TX	76033	
OLIVARES, GERARDO JAVIER		1316 WILLOW			LAREDO	TX	78040	
OLIVAREZ, JONATHAN		610 N DARLINGTON			DILLEY	TX	78017	
OLIVAS JR, MARIO E		119 W 13TH ST			PECOS	TX	79772	
OLLIFF, NIKKOLAS PARKER		889 N CHARLOTTE AVE			STEPHENVILLE	TX	76401	
OLMSTEAD, HEATHER PEARLENE		11295 N US HWY 281			HICO	TX	76457	
OLSON, THOMAS P		1616 4TH ST			GOLDTHWAITE	TX	76844	
Omega Consultants Inc		2884 WILSKY ROAD			LAND O LAKES	FL	34639	
OMEX ENERGY		8100 ROUGH RIDER	SUITE 202		SAN ANTONIO	TX	78239	
On Point Land Survey LLC		2321 TAYLOR AVE			WOODWARD	OK	73801	
Oncor Electric Delivery Company, LLC		1616 Woodall Rodgers Freeway	Suite 5M-042		Dallas	TX	75202	

CreditorName	CreditorNoticeName	Address1	Address2	Address3	City	State	Zip	Country
ONCOR ELECTRIC DELIVERY COMPANY, LLC		PO BOX 910104			DALLAS	TX	75391-0104	
Oncor Eletric Delivery		PO BOX 910104			DALLAS	TX	75391-0104	
ONeal Steel Corporate Credit		SOUTHERN DIVISION	PO BOX 934243		ATLANTA	GA	31193	
ONEAL, DAWN		3763 ASHLEY CT			FORT WORTH	TX	76123	
ONTIVEROS, URIEL		1722 BREEDER CUP WAY			EL PASO	TX	79928	
ORDIWAY JR, MICHAEL J		2614 MARX ST			SAN ANGELO	TX	76903	
Original Services Inc		PO BOX 62703			SAN ANGELO	TX	76906	
OROURKE PETROLEUM	ATTN THOMAS ANDERSON	223 MCCARTY STREET			HOUSTON	TX	77029	
ORR Textile Company, Inc.		4777 BLALOCK			HOUSTON	TX	77041	
ORR, BRANDON S		772 LYNX RD SW			BURLINGTON	KS	66839	
OSBORN, JAMES BRANDON		1527 CLOVER LANE			GRANBURY	TX	76048	
OUTHOUSE, NICK		306 S RIO STREET			FORT STOCKTON	TX	79735	
OVIEDO JR, ADOLFO		316 GUAYACAN ST			DEL RIO	TX	78840	
OVINTIV USA INC.	ATTN ACCTS PAYABLE	370 17TH STREET	SUITE 1700		DENVER	CO	80202	
OVINTIV USA INC. OK	ATTN ACCTS PAYABLE	370 17TH STREET	SUITE 1700		DENVER	CO	80202	
OVINTIV USA INC. TX	ATTN ACCTS PAYABLE	370 17TH STREET	SUITE 1700		DENVER	CO	80202	
OWEN, JOHN		108 SUMMERSBY LANE			FORT WORTH	TX	76114	
OZUNA, SILVERIO		7414 N JASMAN RD			EDINBURG	TX	78542	
Ozzy Alvarez		3650 GEORGE DIETER DR	APT 1103		EL PASO	TX	79936	
PACHECO, LUIS ANTONIO		10256 DAYLILY STREET			APPLE VALLEY	CA	92308	
PACHECO, PEDRO ALFONSO		14604 MEADOW LAWN			EL PASO	TX	79938	
PACK, KATHRYN LEIGH		2057 SPINNAKER LANE			AZLE	TX	76020	
PACLEY, CORDEL J		1705 COUNTY 622			WAYNESBORO	MS	39367	
PACLEY, DESHAWEN D		907 TURNER ST			WAYNESBORO	MS	39367	
PAC-VAN INC.		9155 HARRISON PARK COURT			INDIANAPOLIS	IL	46216	
PADILLA, RUDY L		103 BRAMBLE BUSH LN			VICTORIA	TX	77904	
PADILLA, SERGIO ANTONIO		P.O. BOX 345			FORT HANCOCK	TX	79839	
PAEZ, JUAN C		2807 S GARDENIA ST			PHARR	TX	78577	
PAINE, KIRK B		2911 SKIMMER WAY			CROSBY	TX	77532	
PALMER, DAVID C		2340 FIELD ST			SAN ANGELO	TX	76901	
PALOMO, CRISTOBAL		12130 PEBBLE HILLS APT F208			EL PASO	TX	79936	
PAN AMERICAN RAILWAY COMPANY		5718 WESTHEIMER	SUITE 800		HOUSTON	TX	77057	
Pan American Railway Company	JAIX LEASING CO.	ATTENTION DIRECTOR, CONTRACTS	TWO NORTH RIVERSIDE PLAZA	SUITE 1300	CHICAGO	IL	60606	
PANTALEON III, ROBERTO		PO BOX 769989			SAN ANTONIO	TX	78245	
PAOLINI II, ANTHONY P		12340 ROBERT DAHL DR			EL PASO	TX	79938	
Pappys Bar B Q		1901 S STOCKTON			MONAHANS	TX	79756	
PAREDES, JOEL A		1600 MARBLE ARCH			CLINT	TX	79836	
PARHAM, RICKY WAYNE		131 CREST ST			HOT SPRINGS	AR	71901	
PARKER, KEVIN M		9671 GRAPEVINE AVE			SAN ANGELO	TX	76901	
PARKER, MICHAEL S		900 21ST AVENUE NW APT 29			MINOT	ND	58703	
PARUSZEWSKI, RAYMOND JAMES		205 K STREET			MERIDIAN	TX	76665	
PASCOE, NICK A		326 HARVEST MEADOW DRIVE			TEMPLE	TX	76502	
PATINO, JESUS		1811 W F ST			PECOS	TX	79772	
Patric Short		The Short Professional Building	603 White Hills Drive		ROCKWALL	TX	75087	
Patriot Automation & Control		PO BOX 842751			DALLAS	TX	75284	
PATTERSON, JUSTIN H		181 OLD FOXWORTH JAMESTOWN RD			FOXWORTH	MS	39483	
PATTISON SAND COMPANY LLC	ATTN ACCOUNTS PAYABLE	701 FIRST STREET			CLAYTON	IA	52049	
PATTON, DOROTHY JEAN		2020 ALANBROOKE DRIVE			FORT WORTH	TX	76140	
PATTON, JACK E		1019 HIGHLAND DR UNIT A			GLEN ROSE	TX	76043	
PAUL ALCOCER	ATTN PAUL ALCOCER	39 W 22ND			SAN ANGELO	TX	76903	
Paul Guerra		7561 W DIXON RD			SOMERSET	TX	78069	
PAUL WICKES		5600 TENNYSON PARKWAY	SUITE 205		PLANO	TX	75024	
PAYCOM PAYROLL, LLC		4050 Regent Blvd			IRVING	TX	75063	
Payment Processing Center		P.O. Box 78367			Phoenix	AZ	85062-8367	

CreditorName	CreditorNoticeName	Address1	Address2	Address3	City	State	Zip	Country
PB Parent LLC		128 W. ZIPP RD			NEW BRAUNFELS	TX	78130	
Pecos County		200 S Nelson			Fort Stockton	TX	79735	
Pecos County	Pecos County	200 S Nelson			Fort Stockton	TX	79735	
Pecos County Livestock Show		PO BOX 1586			FORT STOCKTON	TX	79735	
Pecos Drug Testing Inc.		1309 W. 3RD STREET			PECOS	TX	79772	
Pecos Radio Co., Inc.		PO BOX 469			PECOS	TX	79772	
Pecos Valley Permian Railroad		PO BOX 790343	BIN# 150077		ST. LOUIS	MO	63179-0343	
Pecos Valley Railroad		315 WEST 3RD ST.	BIN# 150077		PITTSBURG	KS	66762	
PECOS VALLEY RAILROAD		PO BOX 790343	BIN# 150077		ST. LOUIS	MO	63179-0343	
PECOS VALLEY SOUTHERN RAILWAY CO.		315 WEST 3RD ST.			PITTSBURG	KS	66762	
PEDERSEN, RICHARD TRIESTEN		1400 RIVERY BLVD #4108			GEORGETOWN	TX	78628	
Pedro Velasquez III		9739 KNOB OAK			SAN ANTONIO	TX	78250	
PEGG CONSTRUCTION		3074 W Highway 114			Paradise	TX	76073	
PENA, ALONZO		206 CASTILLO ST			SONORA	TX	76950	
PENNA, GUSTINA		334 SWEETWATER DR			WEATHERFORD	TX	76086	
PENSKE	ATTN ACCOUNTS PAYABLE	501 NORTH FRWY			FORT WORTH	TX	76102	
PENSKE LEASING COMPANY		301 S PAGWOOD			ODESSA	TX	79761	
PENSKE LEASING COMPANY	ATTN ACCOUNTS RECEIVABLE	PO BOX 827380			PHILADELPHIA	PA	19182-7380	
PENSKE TRUCK LEASING CO. LP		3933 S I-35 WEST			ALVARADO	TX	76009	
PENSKE TRUCK LEASING CO. LP	ATTN ACCOUNTS RECEIVABLE	PO BOX 827380			PHILADELPHIA	PA	19182-7380	
PENSKE TRUCK LEASING CO., L.P.	ATTN MARC ALTHEN	2675 MORGANTOWN ROAD			READING	PA	19607	
PENSKE TRUCK LEASING CO., L.P.		301 S PAGWOOD			ODESSA	TX	79761	
Penske Truck Leasing Co., L.P.	ATTN ACCOUNTS RECEIVABLE	PO BOX 802577			CHICAGO	IL	60680-2577	
PENUNURI, JUAN F		4732 AMELIA DR			FAIR OAKS	CA	95628	
PERALES, JOSE M		1505B EAST HAYNES			PEARSALL	TX	78061	
PERALES, KAYLA JADE		776 COUNTY ROAD 3800			DILLEY	TX	78017	
Percheron LLC		1904 W. GRAND PARKWAY N.	STE 200		KATY	TX	77449	
PERDUE, CHRISTOPHER RAY		2702 HARVARD AVE			SAN ANGELO	TX	76904	
PEREZ ARELLANO, J C		801 EAST 42ND ST			SAN ANGELO	TX	76903	
PEREZ SR., VICTOR L.		7101 APPALOOSA TRAIL APARTMENT 324			SAN ANGELO	TX	76901	
PEREZ, ANGEL		12705 RODOLFO ANCHONDO COURT			EL PASO	TX	79938	
PEREZ, JACOB ANTHONY		3329 W WADLEY AVENUE APT 53			MIDLAND	TX	79707	
PEREZ, JOSE ANTHONY		910 FRANCIS ST			MORGAN	TX	76671	
Performance Contrcting, Inc.		501 S. WISTERIA STREET			MANSFIELD	TX	76063	
Permian Basin Pest and Weed Control		PO BOX 50493			MIDLAND	TX	79710	
Permian Jason Heating & AC		2100 W 45TH ST			MONAHANS	TX	79756	
Permian Lodging II, LLC		1 FLAGG PL			LAFAYETTE	LA	70508	
PERMIAN LODGING, LLC		1 FLAGG PL			LAFAYETTE	LA	70508	
PERRY, DONALD E		441 RIO CONCHO			SAN ANGELO	TX	76903	
PESCADOR, VICTOR C		1 DELLWOOD ST			SAN ANGELO	TX	76903	
PETE, STEVEN RAY		27318 COACH LIGHT LN			NEW CANEY	TX	77367	
PETERS, CHARLES L		3903 SE MILITARY DR #4303			SAN ANTONIO	TX	78223	
PETERSON, NATE D		9709 TRINITY CT			GRANBURY	TX	76049-7604	
Petroleum Connection		33800 TYLER ROAD			WALKERTON	IN	46574	
Petroserv, Inc.		PO BOX 14438			HALTOM CITY	TX	76117	
PETROVIC, MYRA J		PO BOX 227			MONAHANS	TX	79756	
Philip Martinez		1206 7TH ST			FLORESVILLE	TX	78114	
Philippe Williams		305 WEST ELMS RD F #14			KILLEEN	TX	76542	
Phillip Sanders	DBA SANDERS PLUMBING	10409 SOUTH FREEWAY			FORT WORTH	TX	76140	
Phillippe Williams		305 WEST ELMS RD F #14			KILLEEN	TX	76542	
PHILLIPS, ALLEN V		211 S MENDIOLA AVE			LAREDO	TX	78043	
PHILLIPS, DARREN MICHAEL		104 FLYAWAY LN			FORT WORTH	TX	76120	
PHILLIPS, JAMES A.		10835 CARIBOU TRAIL			SAN ANGELO	TX	76901	
PHILLIPS, LA TES		4506 W NORTHGATE DR APT 059			IRVING	TX	75062	
PHIPPS, DONALD C		2005 W 48TH			MONAHANS	TX	79756	
Phoenix Manufacturing, LLC		500 Duke Dr			Franklin	TN	37067	
Phoenix Manufacturing, LLC	Phoenix Manufacturing, LLC	500 Duke Dr			Franklin	TN	37067	

CreditorName	CreditorNoticeName	Address1	Address2	Address3	City	State	Zip	Country
PICKENS, DEANTHONY		371 CR 619			SHUBUTA	MS	39360	
PICKENS, DENISE L		4209 WATKINS CT			BENBROOK	TX	76116	
Pierce Pump		PO BOX 712465			CINCINNATI	OH	45271-2465	
Pilot Travel Centers LLC		5508 LONAS DRIVE			KNOXVILLE	TN	37909	
PINEDA SR, FABIAN		PO BOX 1547			LA FERIA	TX	78559	
PINNACLE BANK		1521 N. COOPER	STE. 100		ARLINGTON	TX	76011	
PINNACLE BANK		1700 E BROAD STREET			MANSFIELD	TX	76063	
PINNACLE BANK		1700 E. BROAD STREET			MANSFIELD	TX	76063-3400	
PINNACLE BANK		P.O. BOX 676			KEENE	TX	76059	
PINNACLE BANK FKA WOODHAVEN NATIONAL BANK		1700 E BROAD STREET			MANSFIELD	TX	76063	
Pinnacle Sands		2911 TURTLE CREEK BLVD #1280			DALLAS	TX	75219	
PIONEER NATURAL RESOURCES USA		777 HIDDEN RIDGE			IRVING	TX	75038	
Pioneer Scale Company, Inc.	Pioneer Scale Company, Inc	PO BOX 1255			BENTON	AR	72018	
PIPER JAFFRAY & CO	ATTN DENISE M HAMMOND MNCP	GENERAL COUNSEL DEPARTMENT	800 NICOLLET MALL	SUITE 900 J12NLE	MINNEAPOLIS	MN	55402-7036	
Piper Jaffray & Co.		800 NICOLLET MALL	SUITE 1000		MINNEAPOLIS	MN	55402	
Piper-Morgan Associates		10333 RICHMOND AVENUE	SUITE 820		HOUSTON	TX	77042	
PITCHFORD, KEVIN D		37 PECAN AVE			TCHULA	MS	39169	
PITNEY BOWES		PO BOX 371887			PITTSBURGH	PA	15250-7887	
Pitney Bowes Global Financial		PO BOX 371874			PITTSBURGH	PA	15250-7874	
Pitney Bowes Inc.		3001 Summer St.			Stamford	CT	06926	
PITNEY BOWES INC.		PO BOX 371887			PITTSBURGH	PA	15250-7887	
Plains Capital		2323 Victory Avenue			DALLAS	TX	75219	
Plains Capital Bank	ATTN NOTE DEPARTMENT	PO BOX 93600			LUBBOCK	TX	79493-3600	
PLAINSCAPITAL BANK		5010 UNIVERSITY AVE			LUBBOCK	TX	79413	
PLAINSCAPITAL BANK		777 TAYLOR STREET STE 102			FORT WORTH	TX	76102	
PLAINSCAPITAL BANK		801 HOUSTON STREET			FORT WORTH	TX	76102	
PLAINSCAPITAL BANK ARCC	ATTN NOTE DEPARTMENT	PO BOX 93600			LUBBOCK	TX	79493-3600	
Plane Texans, Inc.		3805 FOX HOLLOW			BEDFORD	TX	76021	
Plattco Corporation		7 WHITE STREET			PLATTSBURGH	NY	12901	
PLAZA SQUARE APARTMENTS		4001 Sul Ross			San Angelo	TX	76904	
PLIEGO, JOSE ANTONIO		416 S HALSTEAD DR			HORIZON CITY	TX	79928	
PLM, LLC		210 E 8TH STREET			FORT WORTH	TX	76102	
PLUMLEY, JIMMY L.		1108 AVE A			BALLENGER	TX	76821	
Pneumatic Technology Inc.		PO BOX 162842			FORT WORTH	TX	76161	
POGUE, JEFF ALLEN		10172 HWY 6			MERIDIAN	TX	76665	
POGUE, JEFF ALLEN		406 E. MORGAN			MERIDIAN	TX	76665	
POLANDO, PRICILLA		1024 EAST 11TH STREET			LITTLEFIELD	TX	79339	
POOR, JEREMY E.		3333 CLEARVIEW DR.			SAN ANGELO	TX	76904	
PORTABLE TOILETS & SEPTIC SERVICE		1540 Boyd Road			Granbury	TX	76049	
Porter Title Company Inc		1924 ACTON HWY			GRANBURY	TX	76049	
PORTILLO, JAGGER GERARDO		907 E GUTIERREZ ST			DEL RIO	TX	78840	
PORTILLO, MARTIN		14710 SULLIVAN DR #23			EL PASO	TX	79938	
POSEY, QUINDARIUS DEONDREJ		3199 ROPER RD			HONORAVILLE	AL	36042	
MERRIWEATHER								
POTTER JR, DAVID E		PO BOX 598			PEARSALL	TX	78061	
POTTS, DAVID		8051 BROADWAY ST. APT 102			SAN ANTONIO	TX	78209	
POUNDS, SUZANNE M		900 EMERALD FOREST BLVD APT 2201			COVINGTON	LA	70433	
POWELL, ANDRE RYAN		412 NOLAN RYAN DR			MIDLAND	TX	79706	
POWELL, JORDAN		828 ROGERS DRIVE			WINNSBORO	LA	71295	
POWERS, NICHOLAS R		111 SOUTH MESQUITE ST			FT STOCKTON	TX	79735	
Powerscreen Texas, Inc.		5680 West State Hwy 71			La Grange	TX	78945	
POWERSCREEN TEXAS, INC.		P.O. BOX 658			LA GRANGE	TX	78945	
PR Newswire Association LLC	co Michelle Roxbury	200 Vesey Street	19th Floor		NEW YORK	NY	10080	
PRAEDA PROPPANTS & LOGISTICS, LLC		5815 ACTON CIRCLE	#101		GRANBURY	TX	76049	
PRATT, CHASE LANDON		3329 RIVERROAD CT APT 322			FORT WORTH	TX	76116-7611	
Precision Hydraulic Technology		PO BOX 2232			ODESSA	TX	79760	
Precision Industrial Services		1019 SPRINGLAKE DRIVE			DRIPPING SPRINGS	TX	78620	

CreditorName	CreditorNoticeName	Address1	Address2	Address3	City	State	Zip	Country
Precision Industrial Services		PO BOX 930			DRIPPING SPRINGS	TX	78620	
PREFERRED PIPELINE, LLC	ATTN SUPPLY CHAIN DEPT.	100 MATSONFORD RD	STE 101		RADNOR	PA	19087	
PREFERRED PIPELINE-ENID	ATTN SUPPLY CHAIN DEPT.	100 MATSONFORD RD	STE 101		RADNOR	PA	19087	
Preferred Resin Sales, LLC		ONE RADNOR CORPORAYE CENTER	100 MATSONFORD ROAD	SUITE 101	RADNOR	PA	19087	
PREFERRED SANDS		7909 E Interstate 20			Monahans	TX	79756	
Preferred Technologies, LLC		1414 WEDGEWOOD ST			HOUSTON	TX	77093	
Premia LVI Ltd.	Attn General Counsel	245 Park Avenue	44th Floor		New York	NY	10167	
PREMIER PRESSURE PUMPING		2310 INDUSTRIAL BOULEVARD			KILGORE	TX	75038	
Pre-Paid Legal Services, Inc.		ONE PRE-PAID WAY			ADA	OK	74820	
PREST, CHRISTOPHER TODD		309 EAST RD			GRANBURY	TX	76049-7604	
Prestige Valve & Supply		PO BOX 863			HASLET	TX	76052	
PR/SMMP, LLC		10860 N MAVINEE DR	SUITE 100		ORO VALLEY	AZ	85737	
PRICE, GREGORY L		64 SHADOW TREE			MINERAL WELLS	TX	76067	
PRICE, JACOB PAUL		1657 LARAMIE LANE			BURLESON	TX	76028	
PRIME ALLIANCE BANK, INC.		1868 SOUTH 500 WEST			WOODS CROSS	UT	84087	
PRIMERA, GEORGE E		2050 OAKLAND BEND			SAN ANTONIO	TX	78258	
Principal Financial Group		711 High Street			DES MOINES	IA	50392	
PRINGLE, KRISTI H.		300 N. OHIO			BIG LAKE	TX	76932	
PRIORITY POWER MANAGEMENT, LLC		5012 PORTICO WAY			MIDLAND	TX	79707	
Pro Access Rentals		8003 S. EASTERN			OKLAHOMA CITY	OK	73149	
Pro Access Rentals		8003 S. EASTERN			OKLAHOMA	OK	73149	
PRO TURF		1010 N Industrial Blvd			Eules	TX	76039	
Process Solutions		P.O. BOX 203815			DALLAS	TX	75320-3815	
Procore Technologies, Inc.		6309 CARPINTERIA AVENUE			CARPINTERIA	CA	93013	
PROCTER, WILLIAM MARK		186 COUNTY ROAD 1941			YANTIS	TX	75497	
ProDrivers		PO BOX 102409			ATLANTA	GA	30368	
ProFrac Services, LLC		333 Shops Boulevard			Willow Park	TX	76087	
PROFRAC SERVICES, LLC		PO BOX 1032			CISCO	TX	76437	
Pro-Haul		305 COMMERCE DRIVE			WINFIELD	AL	35594	
PROPECK, CARLOS		6941 5TH STREET			CANUTILLO	TX	79835	
PROPETRO SERVICES, INC.		#4 S INDUSTRIAL LOOP			MIDLAND	TX	79701	
PROPST, CODY M		900 S MILL ST			FT STOCKTON	TX	79735	
PRUETT II, DONALD L		6548 WESTRIDGE DR			WATAUGA	TX	76148	
PRUETT, WESLEY A		1104 N TEXAS AVE			BIG LAKE	TX	76932	
PUENTE JR, ERNESTO M		614 NORTH POST OAK			DUBLIN	TX	76446	
PUENTE, EDWARD		205 BRIAN DRIVE			PLEASANTON	TX	78064	
PUGH, DANIEL ALLEN		840 PEBBLECREEK DR			BURLESON	TX	76028	
PUGH, LUCAS MICHAEL		17766 FM 1082			ABILENE	TX	79601	
PURCELL JR, MICHAEL E		1910 EAST PINE AVENUE			ENID	OK	73701	
PURSUIT OIL AND GAS LLC		840 GESSNER RD	UNIT 850		HOUSTON	TX	77024	
PURSUIT OIL AND GAS LLC I/C		840 GESSNER RD, UNIT 850			HOUSTON	TX	77024	
PURVIS INDUSTRIES INC	ATTN CAMERON BARKER	10500 N STEMMONS FRWY			DALLAS	TX	75220	
PURVIS, JAMES RICHARD		2502 WILL WAY			GRANBURY	TX	76049	
PUTMAN, RONALD ALVIS		2199 CACTUS RIO LN			WEATHERFORD	TX	76087	
PYNE, KEVIN		964 WINDSOR GREEN BLVD.			GOODLETTEVILLE	TN	37072	
PYTHON PRESSURE PUMPING		1045 US Hwy 380 East			Graham	TX	76450	
QBE SPECIALTY INSURANCE COMPANY		88 PINE STREET, 16TH FLOOR	WALL STREET PLAZA		NEW YORK	NY	10005	
Quality DEF Solutions		471 SOUTH HWY 16			SAN SABA	TX	76877	
Quality DEF Solutions	Donny Smith and Rachael Miller	471 South Hwy 16			San Saba	TX	76877	
Quality DEF Solutions	RACHAEL MILLER	471 SOUTH HWY 16			SAN SABA	TX	76877	
QUASAR ENERGY SERVICES, INC.		3288 FM 51			GAINESVILLE	TX	76240-0208	
QUEEN, BLAKE J		8002 SENTINEL CIRCLE			SAN ANGELO	TX	76904	
Quench USA		630 Allendale Road Suite 200			King of Prussia	PA	19406	
QUENCH USA		PO BOX 781393			PHILADELPHIA	PA	19178-1393	
QUIGG, WILLIAM F		8113 SPRING SHOWER CT			ALVARADO	TX	76009	
QUINONES, ANTHONY E		453 BREMSER DR			KILLEEN	TX	76542	
QUINTANA, FREDDY		11417 ROSEVILLE			EL PASO	TX	79927	
QUINTANA, OSCAR		6419 MOHAWK			EL PASO	TX	79925	

CreditorName	CreditorNoticeName	Address1	Address2	Address3	City	State	Zip	Country
QUINTANILLA SR, GABRIEL SANCHEZ		363 MCNARNEY ST			SAN ANTONIO	TX	78211	
QUINTERO, GILBERT JOHN		14240 DESERT SKY DRIVE			HORIZON	TX	79928	
QUIROGA, MARIA SANJUANITA		517 ROSARIO LN			HASLET	TX	76052	
R & J Backhoe Service		PO BOX 670			MONAHANS	TX	79756	
R&H Quality Refactory Services		PO BOX 2017			SULPHUR	LA	70664-2017	
R&L Carriers		PO BOX 10020			PORT WILLIAM	OH	45164-2000	
R.W. Smith & Co., Inc		PO BOX 60587			HOUSTON	TX	77205	
R+L Truckload Services, LLC		16520 S TAMIAMI TRL	SUITE 180		FORT MYERS	FL	33908-5349	
RACZ, RACHEL ANN-MARIE		4965 CAPE MAY			SAN DIEGO	CA	92107	
Radiology Associates of North Texas		PO BOX 1723			INDIANAPOLIS	MD	46206-1723	
RAGSTER, EPHRAIM L.		4312 SWEET CLOVER LANE			CROWLEY	TX	76036	
Rail Training & Consulting Inc		128 MILLPORT CIRCLE	SUITE 200		GREENVILLE	SC	29607	
RailHelp, LLC		17304 BELL NORTH DRIVE			SCHERTZ	TX	78154	
Railtronix LLC		4747 RESEARCH FOREST DRIVE	SUITE 180-278		THE WOODLANDS	TX	77381	
Rainhart Co.		604 WILLIAMS ST			AUSTIN	TX	78765	
Ralph Schmitz		801 US 59 LOOP UNIT 121			ATLANTA	TX	75551	
RAM SPV II, LLC		2900 SOUTH QUINCY STREET	Suite 425		ARLINGTON	VA	22206	
RAMIREZ, AARON		915 S. ASH			PECOS	TX	79772	
RAMIREZ, AURELIANO J		7572 SCARLET VIEW TRL			FORT WORTH	TX	76131	
RAMIREZ, CARLOS SALINAS		829 N. HAROLDS AVE			ODESSA	TX	79763	
RAMIREZ, JONATHAN EMMANUEL		1010 WASHBURN ST			TAYLOR	TX	76574	
RAMIREZ, JOSE ANTONIO		514 W DOYLE			GRANBURY	TX	76048	
RAMIREZ, MARTIN GUADALUPE		4630 ODEM DR			CORPUS CHRISTI	TX	78415	
RAMIREZ, MATTHEW		103 DARST ST			GONZALES	TX	78629	
RAMIREZ, PAUL O.		1922 HUDSON ST.			SAN ANGELO	TX	76903	
RAMIREZ, ROBERTA LYNN		829 N HAROLDS AVE			ODESSA	TX	79763	
Ramiro Leira		823 HIGHLAND VISTA			NEW BRAUNFELS	TX	78130	
Ramiro Martinez		PO BOX 144			COMBES	TX	78535	
RAMOS SR, SALVADOR		800 VISTA VALET APT 303			SAN ANTONIO	TX	78216	
RAMOS, JEREMY DANIEL		404 E GROVE ST			GRANBURY	TX	76048	
RAMOS, PEDRO G		2104 E ASH ST			LAREDO	TX	78043	
RAMOS, RANDY		17715 OVERLOOK LOOP #10102			SAN ANTONIO	TX	78259	
Randy Wolf		3549 MONROE HIGHWAY			GRANBURY	TX	76049	
RANGEL III, FILOMENO VALDEZ		175 CR 311			ENCINO	TX	78353	
RANGEL, ERIC		1640 YUCCA PARK			SCHERTZ	TX	78154	
RANGEL, JOE HERNADEZ		18640 PLEASANTON RD			SAN ANTONIO	TX	78221	
RANGEL, JOSEPH BRANDON		18640 PLEASANTON RD			SAN ANTONIO	TX	78221	
RANGEL, TOMAS ALBERTO		28499 UNIT 8 NELSON RD			SAN BENITO	TX	78586	
RANSOM, RICK WAYNE		2909 MINERAL SPRINGS RD			LOCKART	TX	78644	
RARICK, TIMOTHY		825 JODIE DR			WEATHERFORD	TX	76087	
Rashanti L Leverette		5016 34TH ST N			MCALLEN	TX	78504	
RASSO, MATT S		26060 FIESTA PL			HEMET	CA	92544	
Raul Bravo		113 E ZARAGOSA			UVALDE	TX	78801	
RAY JR., ELCEE		7140 CAYTON ST.			HOUSTON	TX	77061	
RAY, ZACHARY		220 BRIAN DAVID RD			STONEWALL	LA	71078	
Raymond Honeysett		9902 PLAINFIELD DRIVE			FORT WORTH	TX	76108	
Raynard Kennison		225 ANDERSON ST			BREAUX BRIDGE	LA	70517	
RDM Transport LLC		930 THOMPSON RD			WEATHERFORD	TX	76087	
RDO Equipment Co.		5301 MARK IV PKWY			FORT WORTH	TX	76131	
RDO EQUIPMENT CO.		700 7TH ST. SOUTH			FARGO	ND	58103	
Ready Refresh by Nestle		PO BOX 856680			LOUISVILLE	KY	40285-6680	
Reagan County		2777 N Stemmons Freeway Suite 1000			Dallas	TX	75207	
REAGAN COUNTY		300 North Plaza Avenue			Big Lake	TX	76932-4512	
REAGAN COUNTY		409 E 2ND ST			BIG LAKE	TX	76932	
Reagan County	Reagan County	2777 N Stemmons Freeway Suite 1000			Dallas	TX	75207	
REAGAN, DAKOTAH WAYNE		6645 CR 421			GRANDVIEW	TX	76050-7605	



CreditorName	CreditorNoticeName	Address1	Address2	Address3	City	State	Zip	Country
Real Estate Information Ser		9675 CAMP BOWIE WEST BLVD			FORT WORTH	TX	76116	
REAM, THOMAS J		1415 S. BI 35			DILLEY	TX	78017	
REAMS, JAMES M		1504 OLD BRIDGE ROAD			CLEBURNE	TX	76033	
REBELLO, ROBERT		111 EAST UNIVERSITY			DENTON	TX	76209	
Recruiting Edge, LLC		777 MAIN STREET	SUITE 600		FORT WORTH	TX	76102	
RED LION HOTEL		441 RIO CONCHO DRIVE			SAN ANGELO	TX	76903	
REDIC, GREGORY LYNN		701 N LIPAN HWY			GRANBURY	TX	76048	
REED, DOMINIC RAYMON		1312 MADISON ST. APT. D			BOWIE	TX	76230	
REED, RACHEL BERYL		701 SUNSET ACRES CT			GRANBURY	TX	76048	
REED, RANDY LEE		7435 HWY 377 W			TOLAR	TX	76476	
Reeder Distributions, Inc.		PO BOX 225264			DALLAS	TX	75222-5264	
Reeder Distributors, Inc		P.O. BOX 225264			DALLAS	TX	75222-5264	
REEVES COUNTY		403 S Cypress St			Pecos	TX	79772	
Reeves County		PO Box 700			Pecos	TX	79772	
Reeves County	Reeves County	PO Box 700			Pecos	TX	79772	
REEVES JR, JIMMY		113 NORTH MALONE STREET			SAN ANGELO	TX	76903	
REEVES, ELTON BRAD B		7433 CR 421			GRANDVIEW	TX	76050	
REEVES, KEVIN LEE		600 S COLLEGE ST			BRADY	TX	76825	
REEVES, ROBERT S		602 E HOPKINS			MEXIA	TX	76667	
Regency Office & Promotional		PO BOX 568629			DALLAS	TX	75356	
Reginald Gaskins		240 BOBBIES LANE			SAN ANTONIO	TX	78201	
Reichel-Korfmann Co., Inc.		PO BOX 91430			MILWAUKEE	WI	53209	
REID, DONTEVIUS		1529 QUINTESSA AVE			KENNEDALE	TX	76060	
REID, MATTHEW D		609 N MISSISSIPPI AVE			BIG LAKE	TX	76932	
Reliant, Dept. 0954		1501 N Plano Rd			Richardson	TX	75081	
Reliant, Dept. 0954		PO Box 120954			Dallas	TX	75312-0954	
ReliaStar Life Insurance Co.		8947 INNOVATION WAY			CHICAGO	IL	60682-0089	
Rene Omar Gonzalez		722 ROBERT DR			CORPUS CHRISTI	TX	78412	
RENTERIA, JOSE		106 PARK DRIVE			BASTROP	TX	78602	
REPSS, Inc.		PO BOX 79654			HOUSTON	TX	77279	
Republic Services #688		18500 North Allied Way			Phoenix	AZ	85054	
Republic Services #688		PO BOX 78829			Phoenix	AZ	85062-8829	
Republic Services #691		PO BOX 78829			PHOENIX	AZ	85062-8829	
Republic Services #859		18500 North Allied Way			Phoenix	AZ	85054	
Republic Services #859		PO BOX 78829			Phoenix	AZ	85062-8829	
RESENDEZ JR., GUILLERMO		210 N CALIFORNIA AVE			BIG LAKE	TX	76932	
RETANO, RODRIGO		27043 COLUMBIA ST			HEMET	CA	92544	
REYES FLORES		1861 BELMONT AVENUE			FORT WORTH	TX	76146	
REYES, DAVID W		215 RANDLE ST.			PORT LAVACA	TX	77979	
REYES, JOSE G		140 S SKINNER RD			EDINBURG	TX	78542	
REYES, KURLAN D.		P.O. BOX 173			MERTZON	TX	76941	
REYES, LUIS NOE TRUJILLO		909 FRANKLIN ST			WEATHERFORD	TX	76086	
REYNA, ADRIAN ALBERTO		PO BOX 488			TORNILLO	TX	79853	
REYNA, DAGOBERTO		6161 REIMS RD 922			HOUSTON	TX	77036	
REYNA, JONATHAN C.		2710 RIO GRANDE			SAN ANGELO	TX	76901	
REYNOLDS, DALE CALVIN		3723 OAK MEADOW ST			GRANBURY	TX	76048-7604	
RHODES, DELON M		141 N KAYLEE DR			ASHDOWN	AR	71822	
RICH, THOMAS J.		513 NORTH BOWIE STREET			JACKSBORO	TX	76458	
Richard Goshea		PO BOX 1898			LA PORTE	TX	77571	
Richard Johnson		11130 VANCE JACKSON			SAN ANTONIO	TX	78230	
RICHARD JR, RONALD J		215 RANDOLPH DR			LAFAYETTE	LA	70501	
Richard Mellina, Ph.D. dba	MELLINA & ASSOCIATES	6100 WESTERN PLACE STE 903			FORT WORTH	TX	76107	
RICHARD SR, ANTONIYO J		6013 VERMILLION BLVD			NEW ORLEANS	LA	70122	
RICHARD SR, DANNY		6013 VERMILLION BLVD			NEW ORLEANS	LA	70122	
Richard, Wayne and Roberts Inc		24 GREENWAY PLAZA	SUITE 1209		HOUSTON	TX	77046	
RICHARDSON, ANTONIO D		46511 DURBIN RD			TICKFAW	LA	70466	
RICHARDSON, JUSTIN LYNN		503 1/2 E 24TH ST			SAN ANGELO	TX	76903	
RICHTER, DAVID ROY		802 GUADALUPE CANTU RD			COTULLA	TX	78014	
Rick Taapken		304 S. CHARLES			SHATTUCK	OK	73858	

CreditorName	CreditorNoticeName	Address1	Address2	Address3	City	State	Zip	Country
Rickie Martin		920 TRUMAN #2			MISSION	TX	78572	
Ricky Harrington		654 E EDITH ST			LA PRYOR	TX	78872	
Ricos Painting		7750 FLOYD HAMPTON RD.			CROWLEY	TX	76036	
RIGGS, CHARLES J		517 HIGHPOINT DR			GODLEY	TX	76044	
RIGGS, JUSTIN PAUL		2015 S NELSON DR			SAFFORD	AZ	85546-8554	
RIGSBY, TAYLOR KEITH		407 EAST MAIN			WILBURTON	OK	74578	
Rigtown Partners LP		PO BOX 1810			MCALLEN	TX	78505	
Riley Industrial Service Inc		2615 SAN JUAN BOULEVARD			FARMINGTON	NM	87401	
RINER, VICTOR L		207A HIGHWAY 67			MILES	TX	76861	
RIOS, JOSE		3078 TWIN CREEK DRIVE			CORPUS CHRISTI	TX	78414	
RITTER, LOGAN THOMAS		7855 KITTY HAWK, 3308			CONVERSE	TX	78109	
RITTER, THOMAS WILLIAM		4408 PLEASANT DRIVE			MIDLAND	TX	79703	
RIVERA JR, JESUS		524 FLORENCE LANE			BROWNSVILLE	TX	78520	
RIVERA, JESUS		13333 BRIDGEWAY			CLINT	TX	79836	
RIVERA, RODOLFO		500 E RODRIGUEZ ST			DEL RIO	TX	78840	
RIVERWOOD INVESTORS, LLC		5600 SOUTH QUEBEC STREET	SUITE 110-A		GREENWOOD VILLAGE	CO	80111	
RJ Sikes		8251 ST JOHNS DRIVE			WAXAHACHIE	TX	75167	
RJB Construction LLC		3807 BIRDSONG CT.			GRANBURY	TX	76049	
RJS HOLDINGS		8251 ST JOHNS DRIVE			WAXAHACHIE	TX	75167	
RMS (an Iqor Company)	Wendy Messner, Agent for Creditor	PO Box 19253			Minneapolis	MN	55419	
ROBARE III, GEORGE N		64 BELMONT ST			CHICOPEE	MA	01013	
ROBBINS, ERIC JAMES		10434 MOUNT NEBO RD			SAN ANGELO	TX	76901	
ROBERSON, STEVE		140 RIDGECREST DR			WEATHERFORD	TX	76088	
Robert Crosby		1175 Rustic Road #3			Glenwood City	WI	54013	
Robert Crosby	Doar, Drill & Skow SC	Attorney Christina A Rasmussen	103 N Knowles Avenue		New Richmond	WI	54017	
Robert Crosby	Doar, Drill & Skow SC	Attorney Christina A Rasmussen	PO Box 388		New Richmond	WI	54017-0388	
Robert Cuellar		2152 KIPLING STREET APT 2			HOUSTON	TX	77098	
Robert Tubbs		7464 VAN NATTA LANE			FORT WORTH	TX	76112	
Roberto Avila		2007 LOS SUENOS CT			LAREDO	TX	78045	
ROBERTS, CHRISTOPHER JAMES		200 NW AVE M APT 822			ANDREWS	TX	79714	
ROBERTS, CYNTHIA NICOLE		1307 S. LAMAR ST.			WEATHERFORD	TX	76086	
ROBERTS, JOHN C.		2706 W MAINE AVE			ENID	OK	73703	
ROBERTS, PAUL E		3201 BLUFF LANDING WAY #3216			ROUND ROCK	TX	78665	
ROBINSON SR, LETAREIO TARNEZ		3836 HWY 82 W LOT #31			LELAND	MS	38756	
ROBINSON, BILLY		PO BOX 162			DALHART	TX	79022	
ROBINSON, BRITINY		3500 SOUTH RIVERSIDE DR APT 105			FORT WORTH	TX	76119	
ROBINSON, HORACE		610 NINTH ST			HICO	TX	76457	
ROBINSON, GIOVONNE		441 RIO CONCHO DR ROOM 301			SAN ANGELO	TX	76903	
ROBINSON, LORI		152 SILVER SADDLE CIRCLE			WEATHERFORD	TX	76087	
ROBINSON, MARCUS		1707 BRINDLEY CT			SAN ANTONIO	TX	78245	
ROBINSON, MARCUS L		6046 CROWNE FALLS PKWY			HOOVER	AL	35244	
ROBINSON, SILKE		PO BOX 14364			ODESSA	TX	79768-7976	
Robledo Pest Control		1302 N. OAK			PEARSALL	TX	78061	
ROBLES, SALVADOR		222 BARLETT DR APT 113			EL PASO	TX	79912	
ROBY, CHRISTOPHER ALAN		6626 BLUE WATER CT			GRANBURY	TX	76049-7604	
ROC Service Company		PO BOX 1337			BRIDGEPORT	TX	76426	
ROC Service Company		PO BOX 641063			DALLAS	TX	75264-1063	
ROCHA, JONATAN		14751 ALLEMANDS			EL PASO	TX	79928	
ROCHA, ROBERT A		4501 B PALOMA DR			AMARILLO	TX	79108	
Rock Engineering and Testing Lab, Inc		6817 LEOPARD STREET			CORPUS CHRISTI	TX	78409	
Rockin R Construction		PO BOX 2544			CLEBURNE	TX	76033	
Rockin R Industrial, LLC		PO BOX 2544			CLEBURNE	TX	76033	
Roddie Wool Scouring Company, Inc.		BOX 452			BRADY	TX	76825	
Rodolfo Hernandez		PO BOX 144			CAMPBELLTON	TX	78008	
Rodrigo Mendoza		2413 TREMONT AVE APT D2			EL PASO	TX	79930	
RODRIGUEZ III, FELIPE		6014 FLAGG RANCH DR			SPRING	TX	77388	
RODRIGUEZ JR, GAVIN EDWARD		217 ROLAND STREET			BURLESON	TX	76028	



CreditorName	CreditorNoticeName	Address1	Address2	Address3	City	State	Zip	Country
RODRIGUEZ SR., NICHOLAS		1173 BLUE SKYE LANE			JOSHUA	TX	76058	
RODRIGUEZ, ARTURO		6927 LUCKEY PATH			SAN ANTONIO	TX	78252	
RODRIGUEZ, BILLY		11681 JOHN WEIR DR			EL PASO	TX	79936	
RODRIGUEZ, CRUZ GERARDO		304 S NEW HOPE RD			KENNEDALE	TX	76060	
RODRIGUEZ, DAVID A		833 OLD HWY 59			LUFKIN	TX	75904	
RODRIGUEZ, GAVIN E		2913 MAY ST			FORT WORTH	TX	76110	
RODRIGUEZ, JEREMY M		P O BOX 2022			DILLEY	TX	78017	
RODRIGUEZ, JOHN JEFFREY		1121 SPUR ST			AUSTIN	TX	78721	
RODRIGUEZ, JORDAN D		401 W. 18TH APT 18			FORT STOCKTON	TX	79735	
RODRIGUEZ, JOSE GABRIEL		130 BUCKINGHAM DR			KYLE	TX	78640-7970	
RODRIGUEZ, JOSE L		3305 RUNNELS ST			FORT WORTH	TX	76106	
RODRIGUEZ, JUAN J		735 ZEBRA DRIVE			LAREDO	TX	78045	
RODRIGUEZ, LARRY E		138 E 12TH STREET			SAN ANGELO	TX	76903	
RODRIGUEZ, MARIA VASQUEZ		P.O BOX 182			GRANDFALLS	TX	79742	
RODRIGUEZ, MONICA G		103 NORTH MISSISSIPPI AVE			BIG LAKE	TX	76932	
RODRIGUEZ, RAFAEL		6303 CEREUS CT			LAREDO	TX	78043	
RODRIGUEZ, TONY		1602 north Monroe			ENID	OK	73701	
RODRIGUEZ, YAJAIRA M		809 TAMPICO ST			MISSION	TX	78572	
RODRIGUEZ, ARMANDO B		802 SUN CT			GRANBURY	TX	76049	
RODRIGUEZ, ROCKEY JAMES		23239 SKILA DR			ELMENDORF	TX	78112	
Rogelio Cisneros Jr		3910 CALLE PUEBLA			LAREDO	TX	78046	
ROGERS, CARLOS M		2774 BYRD AVE			MEMPHIS	TN	38114	
ROGERS, KALI DIAN		713 TURNER BLVD			GRAND PRAIRIE	TX	75050	
ROGERS, MICHAEL DEVON		11300 FM 2258			GRANDVIEW	TX	76050	
ROGERS, PRESLEY		613 HILL ST			COPPERAS COVE	TX	76522	
ROGHOLT, FAYE		4006 SANDY BEACH DR			GRANBURY	TX	76049	
ROJO, EDGAR		PO BOX 3125			OZONA	TX	76943	
ROJO, LUIS A		856 EAST AQUARIUS CT			GRANBURY	TX	76049	
Roland Sanchez		324 LEAL RD			PLEASANTON	TX	78064	
ROLLAND, ALBRETA DENISE		130 WILLIAMSBURG LN			WOODSTOCK	GA	30189	
ROMERO JR., JUAN		4129 N STATE ST.			FORT STOCKTON	TX	79735	
ROMERO, FERNANDO		1402 CR 653			DEVINE	TX	78016	
Ron Cullers Automotive		200 WESTERN HILLS TRAIL			GRANBURY	TX	76049	
Ron Putnam		3549 MONROE HWY.			GRANBURY	TX	76049	
Ron Wright		TAX ASSESSOR	PO BOX 961018		FORT WORTH	TX	76161-0018	
Ronald McDonald House		1001 8TH AVENUE			FORT WORTH	TX	76104	
Ronald McDonald House	ATTN NANCY JETER	1001 8TH AVENUE			FORT WORTH	TX	76104	
Ronan Engineering Company		8050 PRODUCTION DRIVE			FLORENCE	KY	41042	
ROPER, CHRISTOPHER JAY		9550 DYER ST APT 2073			EL PASO	TX	79924-7992	
ROSALES, JOSE L		11600 VALLE BONITO			SOCORRO	TX	79927	
ROSALES, MIGUEL ANGEL		1021 BROWN ST			BURLESON	TX	76028	
ROSAS, DAVID		1706 JERRY ABBOTT			EL PASO	TX	79936	
ROSE, BRANDON E.		3508 TANGLEWOOD DR.			SAN ANGELO	TX	76904	
Rotex Global, LLC		1230 Knowlton Street			Cincinnati	OH	45223	
ROUNDTREE, MAURICE MASON		1931 TULIA ST			LANCASTER	TX	75146	
Rowe Welding & Machine, Inc.		3511 NORTH HWY 18			MONAHANS	TX	79756	
ROYAL, AMY R		19137 US HWY 281 NORTH			JACKSBORO	TX	76458	
RREAF ARDEN RIDGE LLC		4245 N Central EXPY Ste 420			Dallas	TX	75205	
RS ENERGY GROUP, INC.		600 TRAVIS STREET	SUITE 750		HOUSTON	TX	77002	
RSUI INDEMNITY COMPANY	PHILIP JONES	3350 RIVERWOOD PARKWAY SE	SUITE 1100		ATLANTA	GA	30339	
RSUI INDEMNITY COMPANY		945 E PACES FERRY RD			ATLANTA	GA	30326-1160	
RSUI INDEMNITY COMPANY	CLAIMS OFFICE	945 E PACES FERRY RD STE 1800			ATLANTA	GA	30326-1160	
RSUI INDEMNITY COMPANY		DEPT 3036	PO BOX 123036		DALLAS	TX	75312-3036	
RSUI INDEMNITY COMPANY (RSUI GROUP, INC.)	RSUI GROUP, INC.	945 EAST PACES FERRY ROAD, SUITE 1800			ATLANTA	GA	30326-1160	
R-TEX SERVICES	ATTN JERRY RICHARDSON	8124 COUNTY RD 1016Z			JOSHUA	TX	76058	
R-Tex Services		PO BOX 220			BETTENDORF	IA	52722-0004	
Ruben Rubio Jr		6501 MONROE HIGHWAY			GRANBURY	TX	76049	
RUBIO, MICHAEL RENEE		1010 N. CHAMBERLIN ST			STEPHENVILLE	TX	76401	

CreditorName	CreditorNoticeName	Address1	Address2	Address3	City	State	Zip	Country
RUBIO, ROBERT B		28431 NELSON RD			SAN BENITO	TX	78586	
RUBIO, RUBEN		35240 US HWY 67			STEPHENVILLE	TX	76401	
RUIS, ANTONIO F		4412 GRANBURY RD			GRANBURY	TX	76049	
RUIZ JR, RICARDO G		1111 SAN EDUARDO AVE			LAREDO	TX	78040	
RUIZ, RICARDO B		406 HUNTERS GLEN			SAN ANGELO	TX	76901	
RUPE, DENNY BLAINE		3329 W WADLEY AVE APT 53			MIDLAND	TX	79707	
Rural Texas Broadband		112 County Road 3000			Pearsall	TX	78061	
Rural Texas Broadband		PO Box 760185			San Antonio	TX	78245	
RUSHING, ANGIE DENISE		PO BOX 473			TOLAR	TX	76476	
RUSHING, GLENN LANE		12300 HOLLAND RD			EUSTACE	TX	75124	
Rusill Lunsford		1127 IRIS CRESENT			FLORESVILLE	TX	78114	
Russell Road Service		20702 S.C.R. 1160			MIDLAND	TX	79706	
RUSSELL, SHUNTRODRICK TAWAIN		2761 MEADOW AVE			SHREVEPORT	LA	71108	
Rusty Simpson LLC		1948 CR 1234			NEMO	TX	76070	
RYAN, JONATHAN JACOB		1504 NORTH ELIZABETH			BRADY	TX	76825	
RYAN, JOSEPH DAVID		4123 ROADRUNNER LANE			BRENNHAM	TX	77833	
RYCUT		4413 CAREY STREET			FORT WORTH	TX	76119	
RYDER TRUCK RENTAL, INC.		11690 NW 105TH STREET			MIAMI	FL	33178	
Ryland Woods		10003 FORUM WEST DR APT 106			HOUSTON	TX	77036	
S&W Seel and Supply LLC		2427 STAFFORD BLVD			PECOS	TX	79772	
SA REAL ASSETS 20 LIMITED (ACCOUNT EII14)	Attn General Counsel	245 Park Avenue	44th Floor		New York	NY	10167	
SABINO ENERGY SERVICES LLC		1015 W HIGHWAY 44			ENCINAL	TX	78019	
SAFERACK LLC	ATTN JASON MERSHCAT	219 SAFETY AVENUE			ANDREWS	SC	29510	
Safety Environmental Services		611 EAST 2ND STREET			BIG LAKE	TX	76932	
SAFETY SPECIALTY INSURANCE COMPANY		1832 SCHUETZ RD			ST. LOUIS	MO	63146	
Safety-Kleen Systems, Inc.		1651 North Glenville Drive	Suite 210		Richardson	TX	75081	
SafetySkills		519 NW 23RD ST.			OKLAHOMA CITY	OK	73103	
SALAIZ JR, EDUARDO		1508 E HAYNES			PEARSALL	TX	78061	
SALAS JR, PEDRO G		615 LOMALANDR DR SP 57			EL PASO	TX	79907	
SALAZAR, BRESAYDA MONIQUE		101 ENARGITE ST.			MORENCI	AZ	85540	
SALAZAR, DANIEL DAVID		50 COUNTY ROAD 407			BRADY	TX	76825	
SALAZAR, JAIME		PO BOX 282			MORENCI	AZ	85540-8554	
SALAZAR, JOSE A.		202 SAWYER ST.			JUNCTION	TX	76849	
SALAZAR, JUAN A		1620 BLAIR ST			LAREDO	TX	78040	
SALAZAR, LUIS A		PO BOX 1170			PEARSALL	TX	78061	
SALAZAR, MARIO T		529 W. AVE.V			SAN ANGELO	TX	76903-7690	
Salesforce.com		THE LANDMARK @ ONE MARKET ST	SUITE 200		SAN FRANCISCO	CA	94105	
SALGADO, ISMAEL		PO BOX 462			PECOS	TX	79772	
SALINAS, JAMES		1101 EAST 23			SAN ANGELO	TX	76903	
SALINAZ, CIPRIANO		1502 SABINE ST.			COLEMAN	TX	76834	
SAMANIEGO, SAUL		6132 FM 933			BLUM	TX	76627	
SAMFORD, COLE NATHANIEL		1505 WEST PEARL ST 9			GRANBURY	TX	76048	
SAMPLES, SHAWN S		510 WEST DOYLE STREET			GRANBURY	TX	76048	
SAMPSON JR, JERRY HOYT		17045 KIYONA COURT			EAGLE RIVER	AK	99577	
Samuel Trevino		336 S 23RD ST			KINGSVILLE	TX	78363	
San Antonio Belting & Pulley		PO BOX 830005			SAN ANTONIO	TX	78283-0005	
SANCEN, GUADALUPE		7961 ADOBE DR			FT WORTH	TX	76123	
SANCHEZ JR, JAMES R		110 S WALNUT			PECOS	TX	79772	
SANCHEZ, ALBERTO		912 N MAGDALEN			SAN ANGELO	TX	76903	
SANCHEZ, HECTOR A		7730 E BROADWAY BLVD APT 212			TUCSON	AZ	85710	
SANCHEZ, JOHN L		5401 WEST HWY 67			GLEN ROSE	TX	76043	
SANCHEZ, JOSE L		4412 OLD GRANBURY ROAD			GRANBURY	TX	76049	
SANCHEZ, JOSE M		1324 SHAWNEE TRL			GRANBURY	TX	76048	
SANCHEZ, MARCO		9341 QUAIL TRAIL			BEASLEY	TX	77417	
SANCHEZ, MARIA C		1108 W DIGNOWITY ST			DEL RIO	TX	78840	
SANCHEZ, PAUL		PO BOX 282			HONDO	TX	78861	
SANCHEZ, ROBERT		209 E AVANT ST.			DILLEY	TX	78017	

CreditorName	CreditorNoticeName	Address1	Address2	Address3	City	State	Zip	Country
Sand & Mesquite Investment & Leasing Corp.		8008 Slide Road	Suite 33		Lubbock	TX	79424-2828	
SAND & MESQUITE INVESTMENT & LEASING CORP.		PO Box 691			Stephenville	TX	76401	
Sand & Mesquite Investment & Leasing Corp., LLC		8008 Slide Road	Suite 33		Lubbock	TX	79424-2828	
SAND & MESQUITE INVESTMENT & LEASING CORP., LLC		PO Box 691			Stephenville	TX	76401	
SAND BOX LOGISTICS	ATTN TON ROMANO	3200 SW FRWY 13TH FLOOR			HOUSTON	TX	77027	
SAND HILL LAND & CATTLE LLC	ATTN IKE THOMAS	110 CROCKETT			GRANBURY	TX	76048	
Sand Hill Land and Cattle, LLC		110 Crockett			Granbury	TX	76048	
SAND HILL LAND AND CATTLE, LLC		P.O. BOX 2337			GRANBURY	TX	76048	
Sand Technologies LLC		PO BOX 100			WATERTOWN	MN	55388	
SAND TECHNOLOGIES-ENID		PO BOX 100			WATERTOWN	MN	55388	
SANDBOX ENTERPRISES, LLC		1301 McKinney Street Suite 2400			Houston	TX	77010	
SANDBOX ENTERPRISES, LLC		18515 Aldine Westfield Road			Houston	TX	77073	
Sandbox Enterprises, LLC		3200 Southwest Freeway	13th Floor		HOUSTON	TX	77027	
SANDBOX LOGISTICS, LLC	ATTN DANIEL MIERS	24275 KATY FREEWAY	SUITE 600		KATY	TX	77494	
SANDBOX SOUTH TEXAS		3200 SOUTHWEST FREEWAY	13TH FLOOR		HOUSTON	TX	77027	
SANDERS, BRANDON W.		1446 FM 3208			LIPAN	TX	76462	
SANDERS, CHRISTOPHER J.		407 EAST BROADWAY ST			STEPHENVILLE	TX	76401	
SANDERS, JOHNNIE RUTH		1705 FRANCIS AVE			PLEASANTON	TX	78064	
SANDERS, MICHAEL D		5333 FOSSIL CREEK BLVD APT #112			HALTOM CITY	TX	76137	
SANDERS, WILLIAM C		7011 TIN TOP HWY			WEATHERFORD	TX	76087	
SANDERS, WILLIAM DALE		809 JUPITER AVENUE			GRANBURY	TX	76049	
SANDERSON, CLIFFORD SCOTT		1010 NORTH GAGON ST.			ROCKPORT	TX	78382	
SANDERSON, JEFFREY T		1721 LOUISE DRIVE			SAN ANGELO	TX	76901	
SANDIFER, ARVARD JAMES		1500 S. CALVIN AVE APT 21			MONAHANS	TX	79756	
SANSOM, JACO J		1001 S RUSK AVE			ALVARADO	TX	76009	
SANTANA, ISABEL		8020 SW 152 AVE UNIT 308			MIAMI	FL	33193	
Santiago Castillo		3315 ACEVES ST			EDINBURG	TX	78541	
SANTIAGO, HECTOR		1724 VOLNEY ST			SAN ANGELO	TX	76903	
SANTOYO, SERGIO		PO BOX 7707			EAGLE PASS	TX	78853	
SAPONARI, BRAD A		10208 FM 1854			DALE	TX	78616	
SAUCEDO SR, JOSE A		10529 MCCOMBS			EL PASO	TX	79924	
SAVAGE TRANSPORT		810 E JACKSON ST			BROKEN ARROW	OK	74012	
Save-On Fence		PO BOX 332			HASLET	TX	76052	
Sawyer Law Firm, PLLC		500 W. SEVENTH STREET	SUITE 750		FORT WORTH	TX	76102	
SBM Farms LLC		7931 NORTH STATE LINE AVENUE			TEXARKANA	TX	75503	
SC ACM Private Debt Fund L.P.	Attn General Counsel	245 Park Avenue	44th Floor		New York	NY	10167	
Schaeffer Manufacturing Com		102 BARTON ST			ST LOUIS	MO	63104	
Schenck Process LLC		PO BOX 19747			PALATINE	IL	60055-9747	
SCHIEL, TIMOTHY L.		6917 MEADOW CREEK RD.			NORTH RICHLAND HILLS	TX	76182	
SCHIMMELBUSCH, KEN		312 ELLIS CREEK CT			WEATHERFORD	TX	76085	
SCHLUMBERGER TECHNOLOGY CORP		6415 BABCOCK ROAD	SUITE 100		SAN ANTONIO	TX	78249	
Schmidt Industrial Contracting Services, Inc.		18723 PENICK ROAD			WALLER	TX	77484	
SCHMITZ, RALPH R		1359 W. UNIVERSITY BLVD STE A-188			ODESSA	TX	79764	
Schnell Industries		450 ROBIN BLVD EAST			WINKLER	MB	R6W 0H2	CANADA
SCHOOK, CATHERINE H.		3324 MCKINNEY AVE UNIT 815			DALLAS	TX	75204	
SCHROYER, JARED C.		1208 HASSELL ST			SAN ANGELO	TX	76901	
SCHWARTZ, DANIEL		2108 CUSTER AVE			ODESSA	TX	79761	
SCOGGIN, JAMES T		1977 LADY BIRD LN.			AZLE	TX	76020	
SCOTT JR, JESSE E		402 S WALNUT STREET			UPTON	KY	42784	
Scott Porter, Tax A/C		JOHNSON CNTY TAX ASSESSOR-COLL	PO BOX 75		CLEBURNE	TX	76033-0075	
SCOTT, CLARKE DOUGLAS		2114 ARCHES PARK DR.			ALLEN	TX	75013	
SCOTTSDALE INSURANCE CO (NATIONWIDE)		8877 NORTH GAINEY CENTER DRIVE			SCOTTSDALE	AZ	85258	

CreditorName	CreditorNoticeName	Address1	Address2	Address3	City	State	Zip	Country
SCOTTSDALE INSURANCE CO (NATIONWIDE)		ONE NATIONWIDE PLAZA			COLUMBUS	OH	43215	
Screening & Crushing Solutions		P.O. BOX 73485			PHOENIX	AZ	85050	
SCROGGINS, MARTI EUGENE		3009 SHERMAN RD			BIG SPRING	TX	79721	
SCRUGGS, MICHAEL L.		702 OLD CLEBURNE RD.			GRANBURY	TX	76048	
SEARSON, JUSTIN R		PO BOX 1504			CASTROVILLE	TX	78009-7800	
SEC OFFICE - FORT WORTH		Regional Director	801 Cherry St Ste 1900 Unit 18		Fort Worth	TX	76102	
SEC OFFICE - NEW YORK		Regional Director	Brookfield Place	200 Vesey St Ste 400	New York	NY	10281-1022	
Secured Document Shredding Inc		26 W INDUSTRIAL LOOP			MIDLAND	TX	79701	
SECURITIES & EXCHANGE COMMISSION		Secretary of the Treasury	100 F St NE		Washington	DC	20549	
Sedrick Mitchell		4600 ERATH ST			FORT WORTH	TX	76119	
SELIBY III, WILLIAM E		18297 OLD HWY 49			SAUCIER	MS	39574	
Sendero Ranch Pearsall		3558 BUSINESS INTERSTATE 35 E			PEARSALL	TX	78061	
SENDERO RANCH PEARSALL		PO BOX 190			BURNET	TX	78611	
SEQUITUR PERMIAN, LLC		206 EAST 9TH STREET	SUITE 1300		AUSTIN	TX	78701	
SEQUITUR PERMIAN, LLC	Braden Merrill, Vice President and CFO	2050 W. Sam Houston Pkwy., Suite 1850			Houston	TX	77042	
SEQUITUR PERMIAN, LLC	Hoover Slovacek LLP	Melissa A. Haselden	5051 Westheimer St Suite 1100		Houston	TX	77056	
SERNA, SEBASTIAN		804 HAYNES			FORT WORTH	TX	76103	
Service Electric		PO BOX 1578			KILGORE	TX	75663	
Service Electric of Enid Inc		439 INDUSTRIAL DRIVE			ENID	OK	73701	
Servpro of Midland Tx		5914 FM 715			MIDLAND	TX	79706	
SEVEN PINES VILLAGE		4004 Village Drive			Enid	OK	73703	
SHAFFER, ZOE YARDLEY		119 COBBLE CT.			LAREDO	TX	78046	
SHALE ENERGY SUPPORT, LLC	ATTN ACCOUNTS PAYABLE	105 STREET A			PICAYUNE	MS	39466	
SHALE ENERGY SUPPORT, LLC		600 JEFFERSON ST	SUITE 602		LAFAYETTE	LA	70501	
Shale Support		600 JEFFERSON ST	SUITE 602		LAFAYETTE	LA	70501	
Shannon Capps		705 DUKE			EDEN	TX	76837	
Shannon Medical Center		120 E. BEAUREGARD			SAN ANGELO	TX	76903	
SHATTUCK NATIONAL BANK		10 S Main Street			Booker	TX	79005	
SHAW, CHARLES RAY		3008 COPPER			EL PASO	TX	79930	
Shearman Pease Scale Systems		1012 WALL STREET			EL PASO	TX	79915	
SHEFFER, BRENT		PO BOX 1691			SPRINGTOWN	TX	76082	
SHELTON III, WILLIAM D		6601 DUNDEE ST			ABILENE	TX	79606	
SHELTON, RYAN C		260 GORDON DR			AZLE	TX	76020	
Shelving Concepts		944 FISHER ST			HOUSTON	TX	77018	
SHERMAN, TERRY D		122 SUNRAY CT			WEATHERFORD	TX	76087	
Sherry Newton		6505 NCR 23			BIG SPRING	TX	79720	
SHOEMAKER, SHAWN A		416914 E 1136 RD			CHECOTAH	OK	74426	
SHUFF, ROBERT R		2415 GRAYSTONE CROSSING DR			KATY	TX	77494	
SHUMATE SR, MARVIN		2420 E MCKINNEY ST #8305			DENTON	TX	76209	
Sidley Austin LLP		1000 LOUISIANA STREET	SUITE 5900		HOUSTON	TX	77002	
SIFUENTES, JACK		209 NORTH FIRST ST #11D			UVALDE	TX	78801	
Sign Ad, LTD		PO BOX 8626			HOUSTON	TX	77249	
SignAd, Ltd.		1010 North Loop			Houston	TX	77009	
SIGNAL PEAK SILICA LLC		4605 POSK OAK PLACE DRIVE	SUITE 100		HOUSTON	TX	77027	
SILVA SR, DANIEL S		7260 ALABAMA PINE			BROWNSVILLE	TX	78526	
SILVA, CARLOS		2617 FIR ST.			EL PASO	TX	79925	
SILVA, ERICK		11600 FRANCIS SCOBEE DR			EL PASO	TX	79936	
SILVA, HERIBERTO		11524 CRAZY HORSE DR			EL PASO	TX	79936	
SILVA, JESUS ADAME		3932 CALMONT AVE A			FORT WORTH	TX	76107	
Silverstar Wrecker Svc LLC		1725 LACY DR			FORT WORTH	TX	76177	
SIMMONS & COMPANY		609 Main Street Suite 3800			Houston	TX	77002	
SIMMONS ENERGY		609 Main Street Suite 3800			Houston	TX	77002	
Simply Home & Ranch Supply		2706 S STOCKTON AVENUE			MONAHANS	TX	79756	
SIMS, AMARINO WILLIE		9371 MANSFIELD ROAD #117			SHREVEPORT	LA	71118	

CreditorName	CreditorNoticeName	Address1	Address2	Address3	City	State	Zip	Country
SINGLETON, ROBERT DALE		251 SW WILSHIRE BLVD STE 124			BURLESON	TX	76028	
SINGMASTER, WILLIAM		701 SUNSET ACRES COURT			GRANBURY	TX	76048	
SIRMONS, DAKOTA		708 GLEN CT			CLEBURNE	TX	76031	
Site Solutions LLC		PO BOX 529			DISNEY	OK	74340	
SITECH TEXAS AND ADVANCED ACCEPTANCE		100 PRAIRIE CENTER DRIVE			EDEN PRAIRIE	MN	55344	
SITECH TEXAS AND ADVANCED ACCEPTANCE		3206 SOUTH W. W. WHITE ROAD			SAN ANTONIO	TX	78222	
SKILES, WILLIAM AUSTIN		1224 LOMA ALTA			CLEBURNE	TX	76033	
SKINNER, LORIEAN M.		8054 SLIDE ROCK RD.			FORT WORTH	TX	76137	
SKROBARCEK, CHAZ		PO BOX 101			VOCA	TX	76887	
SkyPath Satellite Systems, Inc		217 NORTH DOOLEY STREET			GRAPEVINE	TX	76051	
SMF CUTTING HORSES		205 S Mill St	Suite 301a		Aspen	CO	81611	
SMILING JR, MARSHALL E		2011 W 9TH ST APT 3			FORT STOCKTON	TX	79735	
SMITH JR, STACEY J		995 DONOVAN RD			WRIGHTSVILLE	GA	31096	
SMITH SR, ANTHONY M		401 E GRAHAM AVE			GODLEY	TX	76044	
SMITH SR, CHRISTOPHER J		10303 WINDBURN TRAIL			CONVERSE	TX	78109	
SMITH, AUSTIN BUD		2501 HUNTERS HILL DRIVE #412			ENID	OK	73703	
SMITH, EDNA RENEE		6610 Eastridge Dr Apt 211			DALLAS	TX	75231	
SMITH, GARRICK T		2124 HANDLEY DR #145			FT WORTH	TX	76112	
SMITH, JACOB COLBY		527 CALIFORNIA ST			CLYDE	TX	79510	
SMITH, JAMES WILLIAM		PO BOX 1535			BURLESON	TX	76097	
SMITH, JOLEANE		202 CROWN POINT BLVD APT 1127			WILLIOW PARK	TX	76087	
SMITH, JUSTIN M.		P.O. BOX 263			BIG LAKE	TX	76932	
SMITH, MARLIN ANTONIO		1931 TULIA			LANCASTER	TX	75146	
SMITH, MICHAEL SHANE		P R 723 #249			BLUFF DALE	TX	76433	
SMITH, ROBERT D		215 GAIL ST			HUNTINGTON	TX	75949	
SMITH, THOMAS L		1841 LYNNHAVEN			FORT WORTH	TX	76103	
SMITH, WILBERT		298 COUNTY RD 459			HONDO	TX	78861	
SNOW, JOSHUA L		2101 ST MARYS STREET			SAN ANGELO	TX	76904	
SNYDER, LARRY MICHAEL		3716 WINDING WAY			GRANBURY	TX	76049	
SOF Investments II, L.P.	Attn General Counsel	645 Fifth Avenue	21st Floor		New York	NY	10022	
Software Toolbox, Inc		148A EAST CHARLES STREET			MATTHEWS	NC	28105	
SOLARIS LOGISTICS, LLC		9811 KATY FREEWAY	SUITE #700		HOUSTON	TX	77024	
Solaris Oilfield Site Services Operating LLC		PO BOX 208274			DALLAS	TX	75320-8274	
SOLARIS OILFIELD TECHNOLOGIES INC.	ATTN KYLE RAMACHANDRAN	9811 KATY FREEWAY SUITE 900			HOUSTON	TX	77024	
SOLARIS OILFIELD TECHNOLOGIES, LLC		9811 KATY FRWY SUITE 900			HOUSTON	TX	77024	
SOLIS, ARMANDO M		811 W 25TH ST			ODESSA	TX	79763	
SOONG, ROBERT		1809 CRESTRIDGE DR			KILLEEN	TX	76549	
SORIA, ANTONIO		1104 CHRISTINE ST			PAMPA	TX	79065	
SOSA, FRANCISCO		203 NORTH UTAH AVE			BIG LAKE	TX	76932	
SOSA, JOHNNY		203 N. UTAH AVE			BIG LAKE	TX	76932	
SOTO JR, ERNIE		301 E BORDERLAND SP 29			EL PASO	TX	79932	
SOTO, EDDIE		2116 COLUMBIA AVE			FORT WORTH	TX	76114	
Source Power & Gas LLC		2150 Town Square Place	Suite 380		Sugar Land	TX	77479	
SOURCE POWER & GAS LLC		PO BOX 203690			DALLAS	TX	75320	
SOUTHEASTERN CONSTRUCTION AND MAINTENANCE, INC.		1150 PEBBLEDALE RD			MULBERRY	FL	33860	
Southeastern Freight Lines Inc		PO BOX 100104			COLUMBIA	SC	29202-3104	
Southern Automation		PO BOX 171955			ARLINGTON	TX	76003	
Southern Transport and Equipment Inc		PO BOX 1550			KILGORE	TX	75662	
Southwest Ford		3000 FORT WORTH HWY			WEATHERFORD	TX	76087	
Southwest Marketers Inc.		PO BOX 400			FORT STOCKTON	TX	79735	
Southwest Texas Electric		101 East Gillis Ave	PO Box 677		Eldorado	TX	76936	
Southwest Texas Electric		P.O. Box 677			Eldorado	TX	76936	
Southwestern Exposition	AND LIVESTOCK SHOW	PO BOX 150			FORT WORTH	TX	76101	
Southwestern Pneumatic Inc		23999 Interstate	35 Frontage Rd		KYLE	TX	78640	

CreditorName	CreditorNoticeName	Address1	Address2	Address3	City	State	Zip	Country
SOZA SR., MANUEL A.		3015 ARLINGTON AVE.			PECOS	TX	79772	
SPACE CITY TRANSPORT, INC.		P. O. Box 307			Sugarland	TX	77487-0307	
Sparkletts and Sierra Springs		PO BOX 660579			DALLAS	TX	75266-0579	
SPARKS, DILLON DWAYNE		111 SHADY GROVE LN			WEATHERFORD	TX	76088	
SPEAR II, JAMES T.		1143 LANDSDALE LANE			SAGINAW	TX	76179	
SPEIGHT, CHRISTOPHER D.		310 E. YORK			ENID	OK	73701	
SPELLS, JEWEL		3827 SOUTHERN FIELD			SAN ANTONIO	TX	78222	
SPENCE, BRAYDEN		6007 GRISSOM RD #7301			SAN ANTONIO	TX	78238	
Spencer Harris, LLC		2600 WEST 81ST			ODESSA	TX	79764	
Spielberger Law Group LLC		4890 W. KENNEDY BLVD.	SUITE 950		TAMPA	FL	33609	
SPIKES, JOHNNY		7403 STAR HOLLOW RD			LIPAN	TX	76462	
SPIRES, TRAVIS WESLEY		6714 SUNLIT PASS DR			SAN ANTONIO	TX	78239	
SPOHN, TRACY L		1760 FARMVIEW PKWY			MCGREGOR	TX	76657	
Sportswear Graphics		110 ST. LOUIS			FORT WORTH	TX	76104	
SPRAGG, MATTHEW WILLIAM		1205 SIERRA VISTA DR			GRANBURY	TX	76048	
SSAB Inc		801 WARRENVILLE ROAD	SUITE 80		LISLE	IL	60532	
Staci Nicole Gevarter		1137 COLCHESTER CT			FORT WORTH	TX	76134	
STAFFORD, LARRY DEAN		1201 W 5TH STREET			WICKETT	TX	79788	
Standard Automation & Control		28373 NETWORK PLACE			CHICAGO	IL	600673-128	
Standard Industrial Manufacturing Partners LLC		901 W 3RD STREET			ODESSA	TX	79763	
STANFIELD, JAMAL		2248 NW LOOP APT.306			STEPHENVILLE	TX	76401	
Staples Advantage		PO BOX 660409			DALLAS	TX	75266-0409	
Staples Business Advantage		PO Box 105748			Atlanta	GA	30348	
Staples Business Advantage	Staples Business Advantage	PO Box 105748			Atlanta	GA	30348	
STARKS, DONALD RAY		837 GRANT ST			FORT WORTH	TX	76028-7602	
STARR INDEMNITY & LIABILITY COMPANY		399 PARK AVENUE 8TH FLOOR			NEW YORK	NY	10022	
STASULLI, ROBERT E		1902 E FRONT AVE			COEUR D ALENE	ID	83814	
State Comptroller	COMPTROLLER OF PUBLIC ACCOUNTS	PO BOX 149357			AUSTIN	TX	78714-9357	
State of Arkansas DFA		RAGLAND BUILDING	ROOM 1130	PO BOX 1272	LITTLE ROCK	AR	72203	
State of New Mexico		TAXATION AND REVENUE DEPART.	PO BOX 25128		SANTE FE	NM	87504-5128	
STATE OF OKLAHOMA	Oklahoma Tax Commission	Taxpayer Service Center	2501 North Lincoln Blvd	Connors Building, Capitol Complex	Oklahoma City	OK	73194	
STATE OF TEXAS		PO Box 149354			Austin	TX	78714-9354	
STAYBRIDGE SUITES		6095 Emerald Pkwy			Dublin	OH	43016	
STEADFAST INSURANCE COMPANY		1299 ZURICH WAY			SCHAUMBERG	IL	60196	
Steagal Oil Co. of Texas		P.O. BOX 625			CHICKASHA	OK	73023-0625	
Stelter & Brink Ltd.		201 SALES AVENUE			HARRISON	OH	45030	
STEP ENERGY SERVICES		411 N. SAM HOUSTON PKWY EAST			HOUSTON	TX	77060	
Stephanie Lynne Bryan		10117 LEATHERWOOD DR			FORT WORTH	TX	76108	
Stephen Deandre Dublin	Allison S. Hartry, Attorney	The Morales Firm, PC	6243 Interstate 10 West, Suite 132		San Antonio	TX	78201	
Stephens Insurance LLC		111 CENTER STREET	SUITE 100		LITTLE ROCK	AR	72201	
Stephens Insurance, LLC		PO BOX 3507			LITTLE ROCK	AR	72203-3507	
Stephens Utilities & Companies LLC		4112 WEATHERFORD HWY			GRANBURY	TX	76049	
STEPHENS, BRYAN S		4137 HAWTHORN LN			FORT WORTH	TX	76137	
STEPHENS, JAMES FRANCIS		2801 SKYLINE DR			NACOGDOCHES	TX	75965	
STEPHENSON, JONATHAN P		7801 WD COURT			LIPAN	TX	76462	
STERICYCLE INC.		2355 Waukegan Road			Bannockburn	IL	60015	
STETSON, TRENT		1603C SUN VALLEY DRIVE			CLEBURNE	TX	76033	
Steve L Hankinson OD		3415 ANDREWS HIGHWAY			MIDLAND	TX	79705	
STEVE MCCARLEY		4213 LAUREN LANE			GARLAND	TX	75043	
Steven Dunlap		625 FROSTWOOD DR			NEW BRAUNFELS	TX	78130	
STEVENSON, RUSSELL W		6810 JASMINE PLAVE			SPRING	TX	77379	
STEWART-HOLLAND, GINGER KAY		1417 S COLLEGE ST			BRADY	TX	76825-7682	
STEWART, DEANDRE R		7935 CHESTNUT BAR			CONVERSE	TX	78109	
STEWART, JASON L		2014 AYERS LANE			CRYSTAL SPRINGS	MS	39059	
STIDHAM III, JOHN EDWARD		2170 N SUMMIT CT			DECATUR	IL	62526	
Stim-Lab, Inc.	A CORE LABORATORIES COMPANY	PO BOX 841787			DALLAS	TX	75284-1787	

CreditorName	CreditorNoticeName	Address1	Address2	Address3	City	State	Zip	Country
STOCKTON, RYAN J		209 G STREET			QUINTON	OK	74561	
STOCKTON, TRACEY L.		6533 DUNBAR DR.			ODESSA	TX	79762	
STONE, ALLEN GLEN		2271 DONNA DR			CHANDLER	TX	75758	
STONE, GREG ALLAN		4313 CAMPION LN			FT. WORTH	TX	76137	
STORK, ROBERT J		3220 ALTURA AVE			EL PASO	TX	79930	
STOUDT, JOSEPH ADAM		4113 SUNSET TRAIL			LAKE WORTH	TX	76135	
Stout Risius Ross, Inc.		PO BOX 71770			CHICAGO	IL	60694	
STOUT RISIUS ROSS, LLC		1000 MAIN STREET			HOUSTON	TX	77002	
STRADER, KEITH R		2351 N SNYDER RD			DAYTON	OH	45426	
STRADLING, JOSEPH CLAY		129N 26E			SNOWFLAKE	AZ	85937	
Stream Energy		1950 N Stemmons Freeway Suite 3000			Dallas	TX	75207	
Stream Energy		P.O. Box 650261			Dallas	TX	75265	
Stuart Hose & Pipe		701 RIVERSIDE DRIVE			FORT WORTH	TX	76111	
STUMPFROCK, AUSTIN		210 PRIVATE RD 1724			STEPHENVILLE	TX	76401-7640	
Suddenlink		PO BOX 742535			CINCINNATI	OH	45274-2535	
SULLIVAN, COLLIN PATRICK		317 N WRIGHT AVE			KERENS	TX	75144	
SULLIVAN, TAYLEN LUDWELL SCOTT		3905 MONTGOMERY DR.			GRANBURY	TX	76049	
SULLOWAY, RICHARD		1612 N CATE ST			DECATUR	TX	76234	
SULSAR, JERRY LYNN		15225 HOLLY BAY CT			ALEDO	TX	76008	
SUMPTER, SHERMAN		342 GLENBROOK			SAN ANTONIO	TX	78220	
Sun Coast Resources, Inc.		PO BOX 202603			DALLAS	TX	75320	
Sun Life Financial		PO BOX 807009			KANSAS CITY	MO	64184-3300	
SUNBELT INDUSTRIAL SERVICES, INC		2415 Cullen St			Fort Worth	TX	76107	
SUNSTATE EQUIPMENT CO.		5552 EAST WASHINGTON ST.			PHOENIX	AZ	85034	
Superior Grouting Services, Inc		PO BOX 691011			HOUSTON	TX	77269	
SUPERVISION	ATTN TOM EGGENBERGER	2750 BLUE WATER ROAD	SUITE 200		EAGAN	MN	75320-3489	
SUTHERLAND, JIMMY LEE		PO BOX 7199			ODESSA	TX	79760	
Sutton Frost Cary LLP		600 SIX FLAGS DRIVE	SUITE 600		ARLINGTON	TX	76011	
SUTTON, DWIGHT EUGENE		5319 LAKE JESSAMINE DR.			ORLANDO	FL	32839	
SUTTON, KIMBERLY DAWN		1001 JENNY DRIVE			CLEBURNE	TX	76031	
SWEDLUND, LUKUS E		4121 W 66TH AVE			ARVADA	CO	80003	
SWEENEY, ANJELICA LOUISE		2243 HUNTINGTON AVE #103			ALEXANDRIA	VA	22303	
Sweet Blazin BBQ		1600 S. MESQUITE			MONAHANS	TX	79756	
SWEETNAM, PHILIP H THOMAS		404 CAMILLE DR			PATTERSON	LA	70392	
T G MERCER		120 EL CHICO TRAIL			WILLOW PARK	TX	76087	
T.S.I. Oilfield Services, Inc.		PO BOX 86			CANADIAN	OK	74425	
TA, PETER TH		2330 SAN JACINTO ST			BEAUMONT	TX	77701	
TACHIBANA JR, JEFFREY S		373 PRIVATE RD 3551			VALLEY MILLS	TX	76689	
TAJMER, LLC		2114 Beverly Ct			San Angelo	TX	76904	
TAJMER, LLC		3122 Oak Mountain Trail			San Angelo	TX	76904	
TAJMER, LLC		5629 Woodbine Ln			SAN ANGELO	TX	76904	
TALAMANTES JR, JUAN J		2805 AVE. U APT #403			HONDO	TX	78861	
TALAMANTES, ALBERTO		227 BAMBURGH			SAN ANTONIO	TX	78216	
TALAMANTES, ARTURO R.		312 WEST AVENUE S			SAN ANGELO	TX	76903	
Talbot Premium Financing, LLC	Attn Legal	3657 Briarpark Drive, Suite 700			Houston	TX	77042	
TAMAN, THORSTEN E		PO BOX 211323			DENVER	CO	80221	
TANIGAWA, JOLIE		916 TALBOTT LANE #2418			FORT WORTH	TX	76102	
TANNER, DAVID G		5904 BEVERLY DR. W APT#1159			BENBROOK	TX	76132	
TANNER, DUSTY DIANE		1628 SUMMERHILL CT			GRANBURY	TX	76048	
Tara Energy		5251 Westheimer Rd - Suite 1000	AC# 1404080039		Houston	TX	77056	
TARA ENERGY		5251 WESTHEIMER RD - SUITE 1000			HOUSTON	TX	77056	
Tara Energy		PO Box 301438	AC# 1404080039		Dallas	TX	75303-1410	
TARGET LOGISTICS MANAGEMENT, LLC		500 LINCOLN STREET			BOSTON	MA	02134	
Tarleton State University		1333 W. Washington			STEPHENVILLE	TX	76402	
TARRANT COUNTY		100 E. WEATHERFORD			FORT WORTH	TX	76196	
TARRANT COUNTY		2500 HANDLEY EDERVILLE ROAD			FORT WORTH	TX	76118	



CreditorName	CreditorNoticeName	Address1	Address2	Address3	City	State	Zip	Country
Tarrant County		2777 N Stemmons Freeway Suite 1000			Dallas	TX	75207	
Tarrant County	Laurie A. Spindler	Linebarger Goggan Blair & Sampson, LLP	2777 N. Stemmons Freeway, Suite 1000		Dallas	TX	75207	
Tarrant County	Tarrant County	2777 N Stemmons Freeway Suite 1000			Dallas	TX	75207	
Tarrant Welding & Industrial		3233 BRYAN AVE			FORT WORTH	TX	76110	
Tarrant Martin		3022 COOSA COUNTY RD 93			KELLYTON	AL	35089	
TARVER, COLBY MICHAEL		8201 CR 301			GRANDVIEW	TX	76050	
TATE, CURTIS DAVID		131 PRAISEWAY			HOLLISTER	MO	65672	
TAYLOR, CARLY DANIELLE		1205 PRAIRIE ST			EMPORIA	KS	66801	
TAYLOR, KENNETH THOMAS		100 CREEKWOOD DRIVE			BLUM	TX	76627	
TAYLOR, ROBERT TERRY		518 CONVEYOR DR			JOSHUA	TX	76058	
TAYLOR, RONALD		PO BOX 2221			DILLEY	TX	78017	
TAYLOR, VANA OLLEEN		5105 ELMS CT			GRANBURY	TX	76049	
TBB Printing, LTD		410 W. ERWIN ST.			TYLER	TX	75702	
TCEQ		PO BOX 13089			AUSTIN	TX	78711-3089	
T-Chek Systems Inc		1104 Country Hills Dr Ste 500			Ogden	UT	84403	
TCI Leasing LLC		28524 1250 E STREET			WALNUT	IL	61376	
TCU Florist		3131 S UNIVERSITY DR			FORT WORTH	TX	76109	
TechsUS Aggregate Technology		1802 CHARTER ST			COLUMBUS	TX	78934	
Teigen Trust	Attention Scott J. Teigen, Trustee	1274 Rustic Road 4			Glenwood City	WI	54013-4318	
Teigen Trust	Ruder Ware LLC	Attorney Joseph R. Mirr	402 Graham Ave		Eau Claire	WI	54701	
Teigen Trust	Ruder Ware LLC	Attorney Joseph R. Mirr	PO Box 187		Eau Claire	WI	54702-0187	
Teigen Trust	Cushman & Wakefield/North Marq	c/o Jon Rausch	3500 American Boulevard West #200		Bloomington	MN	55431	
Teladoc Health, Inc.		2 Manhattanville Rd.			Purchase	NY	10577	
TELAS, LORENZO A		811 MESA JEWELL			FABENS	TX	79838	
Temerity Ventures LLC		PO BOX 587			GREENSBURG	IN	47240	
TEP BARNETT USA, LLC		301 COMMERCE ST	#3700		FORT WORTH	TX	76102	
Teron Bates		316 SAGGLE SPUR			CIBOLO	TX	78108	
Terradyne Group		PO BOX 867251			PLANO	TX	75086	
TERRAL, JAVAN X		9103 CLOUDVEIL DR			ARLINGTON	TX	76002	
Terry County Tractor Inc		PO BOX 709			BROWNFIELD	TX	79316	
TERRY, CHRISTOPHER MICHAEL		302 SHADY GROVE DR UNIT E			GRANBURY	TX	76049	
TERRY, PATRICK LANCE		PO BOX 3341			CLEBURNE	TX	76033	
TERRY, PHILLIP DALE		564 HILL COUNTY RD 1446			BLUM	TX	76627	
TEX SAND TRANSPORT		5900 E HWY 377	STE 103		GRANBURY	TX	76049	
TEXAS & NEW MEXICO RAILWAY, LLC		315 W 3RD STREET			PITTSBURG	KS	66762	
Texas Bearing Company	DBA TEXAS BEARING COMPANY	PO BOX 1579			AMARILLO	TX	79105	
Texas Christian University		2800 South University Drive			FORT WORTH	TX	76109	
Texas Commission on Environmental Quality	TCEQ	2309 Gravel Dr			Fort Worth	TX	76118	
Texas Commission on Environmental Quality		FINANCIAL ADMINISTRATION DIVISION	MC-214	PO BOX 13088	AUSTIN	TX	78711-3088	
Texas Comptroller		Lyndon B Johnson State Office Building	111 East 17th Street		AUSTIN	TX	78774	
Texas Comptroller of Public Accounts	Office of the Attorney General	Bankruptcy - Collections Division	PO Box 13528, Capitol Station		Austin	TX	78711-3548	
Texas Comptroller of Public Accounts	Attn Bankruptcy Section	Lyndon B Johnson State Office Building	111 East 17th St		Austin	TX	78774	
Texas Crane Services		203 SOUTH W. W. WHITE RD.			SAN ANTONIO	TX	78219	
Texas Department of Agriculture		PO BOX 12076			AUSTIN	TX	78711	
Texas Dept of Transportation		3901 EAST HIGHWAY 80			ODESSA	TX	79761-0501	
Texas Fiber Optic LLC		PO BOX 3323			SAN ANGELO	TX	76902	
Texas First Rentals LLC		10950 Plano Road			Dallas	TX	75238	
Texas Industrial Security, Inc.		101 SUMMIT AVE	SUITE 404		FORT WORTH	TX	76102	
TEXAS INDUSTRIAL SECURITY, INC.	ATTN KATHY MCREYNOLDS	101 SUMMIT AVE	SUITE 404		FORT WORTH	TX	76102	
Texas Locomotive Solutions		4496 FM 17			GRAND SALINE	TX	75140	
Texas Mutual Insurance Co.		PO BOX 841843			DALLAS	TX	75284-1843	



CreditorName	CreditorNoticeName	Address1	Address2	Address3	City	State	Zip	Country
TEXAS NEW MEXICO RAILWAY, LLC		315 W 3RD STREET			PITTSBURG	KS	66762	
Texas Overhead Door		122 N.W. HILLERY ST.			BURLESON	TX	76028	
Texas Pacifico Trans., LTD		106 S. CHADBOURNE			SAN ANGELO	TX	76903	
TEXAS PACIFICO TRANSPORTATION LTD		106 SOUTH CHADBOURNE ST.			SAN ANGELO	TX	76903	
Texas Process Equipment		5215 Ted Street			HOUSTON	TX	77040	
Texas Rangers		Globe Life Field	734 Stadium Drive		ARLINGTON	TX	76011	
Texas Rubber Supply		PO BOX 4887			PASADENA	TX	77502	
TEXAS SPECIALTY SAND, INC		PO BOX 1593			GAINESVILLE	TX	76241	
TEXAS SPECIALTY SANDS INC		PO BOX 1593			GAINESVILLE	TX	76241	
Texas State Comptroller		Lyndon B Johnson State Office Building	111 East 17th Street		AUSTIN	TX	78774	
Texas State Comptroller		P.O. BOX 149354			AUSTIN	TX	78714-9354	
Texas State Technical College		3801 CAMPUS DRIVE			WACO	TX	76705	
Texas Trouble		9329 JUANCHIDO			YSLETA DEL SUR	TX	79907	
TEXAS WORKFORCE COMMISSION		TEC Building - Bankruptcy	101 East 15th Street		Austin	TX	78778	
TEXAS, GONZALES & NORTHERN RAILWAY CO.		5430 LBJ FWY STE 1020			DALLAS	TX	75240	
TEXJET, LLC		4413 CAREY STREET			FORT WORTH	TX	76119	
TexLop Machine Service		209 RIVERSIDE DRIVE			FORT WORTH	TX	76111	
TEXPLEX		4413 CAREY STREET			FORT WORTH	TX	76119	
TEXPLEX	ATTN ACCOUNTS PAYABLE	4413 CAREY STREET			FORT WORTH	TX	76119	
TEYA, ERIC MOKUA		6100 AVERY DR APT 1108			FORT WORTH	TX	76132	
THE ANDERSONS RAILCAR LEASING	ATTN SEAN HANKINSON	1947 BRIARFIELD BLVD.			MAUMEE	OH	43537	
THE ANDERSONS RAILCAR LEASING COMPANY, LLC	ATTN RAIL LEASING AND GENERAL COUNSEL	480 WEST DUSSEL DRIVE	P.O. BOX 119		MAUMEE	OH	43537	
THE ANDERSONS, INC.	ATTENTION RAIL LEASING	1947 BRIARFIELD BOULEVARD	P.O. BOX 119		MAUMEE	OH	43537-0119	
THE ANDERSONS, INC.		PO BOX 84878			CHICAGO	IL	60689-4878	
The Arnold Company		3 HARMONY LANE			TRENTON	IL	62293	
The Darville Company		2205 W. INDUSTRIAL AVENUE			MIDLAND	TX	79701	
The Darville Company		3706 N COUNTY RD W			ODESSA	TX	79764	
The Furniture People, LLC		PO BOX 201191			ARLINGTON	TX	76006	
The Khosla Immigration Law Group		3116-C WEST MONTGOMERY ROAD	SUITE 316		MAINEVILLE	OH	45039	
The Lion Group		11809 BLUE CREEK DR.			ALEDO	TX	76008-3505	
The Local		211 TEMPLE HALL HIGHWAY			GRANBURY	TX	76049	
The New York Blower Co.		DEPT 20-1004	PO BOX 5940		CAROL STREAM	IL	60197	
The Original Image, Inc.		10506 GULF DALE #200			SAN ANTONIO	TX	78216	
The Texas Loo, LLC		8 HERITAGE LANE			MAGNOLIA	TX	77354	
The Water Works		2425 STAFFORD BLVD			PECOS	TX	79772	
THE WHITNEY SMITH COMPANY, INC.		301 COMMERCE STREET, SUITE 1950			FORT WORTH	TX	76102	
Thermal Scientific, Inc.		PO BOX 2273			MANSFIELD	TX	76063	
Thomas Dumas		483 LA POSTA #D			BAKERSFIELD	CA	93307	
Thomas Edwards Group, Inc.		5151 BELT LINE ROAD #350			DALLAS	TX	75254	
Thomas Kehoe		3605 HILLTOP RD			FORT WORTH	TX	76109	
Thomas St. Peter		PO BOX 2123			WHITNEY	TX	76692	
THOMAS, ALYXANDR A		15801 SOUTH 48TH STREET APT 3170			PHOENIX	AZ	85048	
THOMAS, DANIEL ALEXANDER		710B MCANEAR ST			CLEBURNE	TX	76033	
THOMAS, GARY E		3218 LAKE DRIVE			GRANBURY	TX	76048	
THOMAS, JAIRUS L		318 KLEINPETER DR			THIBODAUX	LA	70301	
THOMAS, JORDAN ROBERT		3022 STROLL DRIVE			GRANBURY	TX	76049	
THOMAS, LESTER E		209 DEAN CT			GRANBURY	TX	76049	
THOMAS, SHIRLEY ANN		12436 KEITHVILLE KEATCHIE RD			KEITHVILLE	LA	71047	
THOMAS, TODD		1801 A CR 273			MARYNEAL	TX	79535	
THOMAS, WADE		201 CEMETERY ROAD	P.O. BOX 162		MEXIA	TX	76667	
THOMPSON JR, GARY ANDERSON		7640 KIOWA ST APT #1			MILLINGTON	TN	38053	
THOMPSON, ANTHONY ALLAN		1909 WEST ELM			ENID	OK	73703	

CreditorName	CreditorNoticeName	Address1	Address2	Address3	City	State	Zip	Country
THOMPSON, DAVID A		685 TRACK RD			DALE	TX	78616	
Thompson, Dreessen & Dörner, Inc.		10836 OLD MILL RD			OMAHA	NE	68154	
THOMPSON, EDWIN		11000 CRESCENT MOON DRIVE AP 133			HOUSTON	TX	77064	
THORNTON, BRANDON LI		1023 W 11TH			BRADY	TX	76825	
THORNTON, CLAYTON ALLEN		202 S CRITES ST			GRANBURY	TX	76048-3217	
THORNTON, TOMMIE JOE		508 CLEVELAND RD			GRANBURY	TX	76048	
THORP, DAVID AARON		PO BOX 72			MASON	TX	76856	
THURMAN, JAMES GARY		517 SHORT ST.			KERRVILLE	TX	78028	
TIM PROBERT		14842 BRAMBLEWOOD DRIVE			HOUSTON	TX	77079	
Tim Probert	c/o First Reserve Advisors, L.L.C.	One Lafayette Place			Greenwich	CT	06830	
Timothy Skiles		10266 SPRUCE CT			SAN ANGELO	TX	76901	
Timpte Inc.		160 WEST PROGRESS DRIVE			PRINCETON	IL	61356	
Timpte Inc.		1827 INDUSTRIAL DRIVE			DAVID CITY	NE	68632	
Timpte-Princeton		160 WEST PROGRESS DRIVE			PRINCETON	IL	61356	
TINDALL RECORD STORAGE, LTD.		630 N Freeway 300			Fort Worth	TX	76102	
TINER, JARED WAYNE		8812 ROCHESTER AVE			LUBBOCK	TX	79424	
TIPPINS, HUNTER LEE		717 N WILHITE ST			CLEBURNE	TX	76033	
TISBY, RONALD E.		8341 ORLEANS LANE			FORT WORTH	TX	76123	
Titan Ready Mix, LP		1050 HUGHIE LONG RD			CRESSON	TX	76035	
TKM Ice, LLC dba Southwest Ice		PO BOX 101267			FORT WORTH	TX	76185	
TNW Logistics Services, Inc		5430 LBJ FWY STE 1020			DALLAS	TX	75240	
Tolar Education Foundation		PO BOX 432			TOLAR	TX	76476	
Tolar ISD		305 S OAK ST			TOLAR	TX	76476	
Tolar Volunteer Fire Departmen		9003 W US HIGHWAY 377			TOLAR	TX	76476	
TOLBERT, FLOYD CLAY		PO BOX 574			RIO VISTA	TX	76093-7662	
TOLLESON, LYNN L.		10136 CHAPEL SPRING TRAIL			FORT WORTH	TX	76116	
Tom Green Appraisal District		PO BOX 3307			SAN ANGELO	TX	76902	
Tom Green CAD		2777 N Stemmons Freeway Suite 1000			Dallas	TX	75207	
Tom Green CAD	Tom Green CAD	2777 N Stemmons Freeway Suite 1000			Dallas	TX	75207	
TOM GREEN COUNTY		2302 Pulliam St			San Angelo	TX	76905-5165	
TOMLINSON, CALEB JAMES		4003 VERDE TRL			GRANBURY	TX	76048	
Tommy D. Spurrier		2400 LUDELLE ST. UNIT 312			FORT WORTH	TX	76105	
TOMPKINS, TERRANCE BARNARD		112 DARDEN ST			LAGRANGE	GA	30241	
Tony Alston		6910 RAMBLING BROOK			RICHMOND	TX	77469	
Tony Dewayne Crowell		6903 GLEN FAIR			SAN ANTONIO	TX	78239	
Top of Texas, Inc.		PO BOX 233			HEREFORD	TX	79045	
TOP RAIL SOLUTIONS		765 East 520th Avenue			Pittsburg	KS	66762	
TOP RAIL SOLUTIONS, INC.		765 EAST 520TH AVENUE			PITTSBURG	KS	66762	
TORRES, ABRAHAM		3902 SHERWOOD WAY APT 204			SAN ANGELO	TX	76901	
TORRES, ANTHONY J.		146 W DAVILA			PEARSALL	TX	78061	
TORRES, DAMACIO I		517 E 29TH ST			SAN ANGELO	TX	76903	
TORRES, EFRAIN M.		411 EAST PALACE			HOBBS	NM	88240	
TORRES, JENNIFER R		146 WEST DAVILA			PEARSALL	TX	78061	
TORRES, MARCOANTONIO		PO BOX 1274			FORT STOCKTON	TX	79735	
TORRES, ROBERTO		821 COLLEGE ST			CLEBURNE	TX	76033	
TORRES-GONZALEZ, FRANCISCO J		291 WESTRIDGE ST			LUFKIN	TX	75904	
TOTAL - TEP BARNETT USA, LLC		P.O. Box 17209			Fort Worth	TX	17209	
Total Jet Solutions Inc.		7705 ARCADIA TRAIL			FORT WORTH	TX	76137	
TOWNER, LUKE M		1205 MONTCLAIR			TULAROSA	NM	88352	
Townley Engineering & Mfg.		PO BOX 221			CANDLER	FL	32111-0221	
TOWNLEY, TYRELL NATHANIEL		1122 BUNKER KEYS ROAD			COOK	WA	98605	
TPI and CCC Group		PO BOX 200350			SAN ANTONIO	TX	78220	
Trace Analysis, Inc.	DBA XENCO LABORATORIES	6701 ABERDEEN	SUITE 9		LUBBOCK	TX	79424	
Trac-Work Inc		PO BOX 550			ENNIS	TX	75120	
Tracy Rail Services LLC		972 STATE HWY 123 N UNIT B			STOCKDALE	TX	78160	
TRAN SYSTEMS		500 W 7th St	suite 1100		Fort Worth	TX	76102	
Trans Pecos Trucking LLP		PO BOX 3588			ODESSA	TX	79760	

CreditorName	CreditorNoticeName	Address1	Address2	Address3	City	State	Zip	Country
Travelers		THE GUS BATES CO	PO BOX 660317		DALLAS	TX	75266	
TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA		1 TOWER SQUARE			HARTFORD	CT	06183	
TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA		385 WASHINGTON ST	MAIL CODE 9275-NB03F		ST. PAUL	MN	55102	
Travelers CL Remittance Center		PO BOX 660317			DALLAS	TX	75266-0317	
TRAVELERS EXCESS AND SURPLUS LINES COMPANY (TRAVELERS)		ONE TOWER SQUARE			HARTFORD	CT	06183	
TRAVIS JR, STANLEY		411 JOHNSON ST			CANTON	MS	39046	
Travis Sikes		5612 WHITMAN AVENUE			FORT WORTH	TX	76133	
TRAVIS, JULIA		555 ANGLERS POINT			BLUFF DALE	TX	76433-7643	
TRAVIS, KERRY WEST		555 ANGLERS POINT			BLUFF DALE	TX	76433-4221	
TRAVIS, KODY		3225 F.M. 604 SOUTH			CLYDE	TX	79510	
Treecamp Logistics LLC		2506 GENTLE BROOK COURT			HOUSTON	TX	77062	
Treecamp Logistics LLC		635 EAST ROYAL LN.	BLDG #679	APT 3097	IRVING	TX	75039	
TREJO, HECTOR MANUEL		6005 ROYAL GORGE			FORT WORTH	TX	76179	
TREJO, JORGE A		PO BOX 183			EDEN	TX	76837	
TREVINO III, PEDRO		2402 SOUTH 23RD			HARLINGEN	TX	78550	
TREVINO, ALBERT A		6127 RIDAN LN			DALLAS	TX	75211	
TREVINO, DAVID		1702 ROCKVIEW DR			GRANBURY	TX	76049	
TREVINO, DOMINGO JOSE		402 MAIN ST			BLANKET	TX	76432	
TREVINO, JESUS		PO BOX 146			CARLSBAD	TX	76934	
Triax Manufacturing, LLC		7920 RODEO TRAIL #220			MANSFIELD	TX	76063	
Trifecta Oilfield Services LLC		923 10TH STREET			FLORESVILLE	TX	78114	
TRINITY INDUSTRIES LEASING CO.	ATTN ROBERT HULICK	2525 N. STEMMONS FREEWAY			DALLAS	TX	75207	
TRINITY INDUSTRIES LEASING CO.		2525 STEMMONS FREEWAY			DALLAS	TX	75207	
Trinity Industries Leasing Co.	Baker Botts LLP	Omar J Alaniz	2001 Ross Avenue Suite 900		Dallas	TX	75201	
Trio Engineered Products, Inc.		28239 NETWORK PLACE			CHICAGO	IL	60673-1239	
Tri-Star Services		6225 BRODNAX LANE			SAN ANGELO	TX	76904	
Trophy Arts Inc		2601 WHITE SETTLEMENT ROAD			FORT WORTH	TX	76107	
Trophy Logistics LLC		PO BOX 1415			DES MOINES	IA	50305	
TRUDEAU, DANIEL JASON		1517 AUSTIN ST APT 216			SAN ANGELO	TX	76903	
TRUJILLO, DANIEL		13049 LOST WILLOW			EL PASO	TX	79938	
TRUJILLO, ENRIQUE IVAN		216 P.R 4433			RHOME	TX	76078-7607	
TSI Incorporated		500 CARDIGAN ROAD			SHOREVIEW	MN	55126	
TUBB JR, JOHN T		1936 HUTCHINGS AVE			BALLINGER	TX	76821	
TUCKER, CORNELIOUS		4309 JENNIFER LANE			CROWLEY	TX	76036	
TUCKER, REX KENDALL		1097 SOUTH FM 1851			VOCA	TX	76887	
TULENSA, KELLY K		3334 ZION LN. APT.B-1			EL PASO	TX	79904	
TURNER, DEVIN C.		5537 THUNDERBAY DR.			FORT WORTH	TX	76119	
TURNER, TROY B		908 RIVERCREST BLVD			ALLEN	TX	75002	
TURNIPSEED, JAMES		920 RED OAK ST.			AZLE	TX	76020	
Turn-Key Processing Solutions		28369 DAVIS PARKWAY	STE 407		WARRENVILLE	IL	60555	
Turnkey Processing Solutions, LLC		28369 DAVIS PARKWAY	STE 407		WARRENVILLE	IL	60555	
TUROV, NIKITA		1501 N MARSHALL ST #44			FT STOCKTON	TX	79735	
TURVAVILLE, KATRINA D.		1003 OAK RIDGE DR.			AZLE	TX	76020	
TUTLE & TUTLE TRUCKING INC.	ATTN PERRY BROCK	3672 US-67			CLEBURNE	TX	76033	
Tuttle & Tuttle Trucking, Inc.		3672 HWY 67 W			CLEBURNE	TX	76033	
Twin City Fan		5959 TRENTON LANE N			MINNEAPOLIS	MN	55442	
TWIN EAGLE SAND LOGISTICS, LLC	ATTN ANDREW BRANAUGH	8847 W SAM HOUSTON PARKWAY N			HOUSTON	TX	77040	
TWIN EAGLE SAND LOGISTICS, LLC		8847 W SAM HOUSTON PKWY N			HOUSTON	TX	77040	
Twin Mountain Supply Company		PO BOX 2240			SAN ANGELO	TX	76902	
TX TAG		12719 Burnet Road			AUSTIN	TX	78727	
TxTag		PO BOX 650749			DALLAS	TX	75265-0749	
TXU Energy		1717 Main Street 2000			Dallas	TX	75201	
TXU ENERGY		PO BOX 650638			DALLAS	TX	75265-0638	

CreditorName	CreditorNoticeName	Address1	Address2	Address3	City	State	Zip	Country
TYNER, JENNIFER JO		606 FRANKLIN ST			OSHKOSH	WI	59401	
TYPE A MOTORSPORTS		7315 COMMERCIAL BLVD.			ARLINGTON	TX	76001-7149	
TYPE A MOTORSPORTS OF TEXAS	ATTN ACCOUNTS PAYABLE	7315 COMMERCIAL BLVD.			ARLINGTON	TX	76001-7149	
TYR ENERGY LOGISTICS LLC-PECOS	ATTN ACCOUNTS PAYABLE	645 BRONCO ROAD			CORPUS CHRISTI	TX	78409	
TYR ENERGY LOGISTICS, LLC	ATTN ACCOUNTS PAYABLE	645 BRONCO ROAD			CORPUS CHRISTI	TX	78409	
U S A INTERNAL REVENUE SERV		PO BOX 145595	MC 8420G		Cincinnati	OH	45250-5595	
U.S. DOT-Pipeline and Hazardous Materials Safety Admin		DOT-HAZ MAT	PO BOX 6200-01		PORTLAND	OR	97228	
U.S. ENVIROMENTAL PROTECTION AGENCY		Office of General Counsel	1200 Pennsylvania Ave NW	2310A	Washington	DC	20460	
U.S. SILICA COMPANY	ATTN ACCOUNTS PAYABLE	701 BOYCE MEMORIAL DRIVE			OTTAWA	IL	61350	
U.S. SILICA-ENID PLANT	ATTN ACCOUNTS PAYABLE	701 BOYCE MEMORIAL DRIVE			OTTAWA	IL	61350	
UberSignal		60 BACKBONE RD			SEWICKLEY	PA	15143	
ULINE	ATTN ACCOUNTS RECEIVABLE	PO BOX 88741			CHICAGO	IL	60680-1741	
ULINE SHIPPING SUPPLIES		PO BOX 88741			CHICAGO	IL	60680-1741	
Uline, Inc	ULINE SHIPPING SUPPLIES	PO BOX 88741			CHICAGO	IL	60680-1741	
UltraQuip, Inc.		PO BOX 8995			MIDLAND	TX	79708	
Unified Carrier Registration		PO BOX 1850			JACKSON	MS	39215	
UNIFIRST HOLDINGS, INC.	ATTN STEVEN SINTROS	68 JONSPIN RD.			WILMINGTON	MA	01887	
UNIMIN	ATTN ACCOUNTS PAYABLE	258 ELM STREET			NEW CANAAN	CT	06840	
UNIMIN CORP	ATTN ACCOUNTS PAYABLE	258 ELM STREET			NEW CANAAN	CT	06840	
UNIMIN CORPORATION	ATTN ACCOUNTS PAYABLE	258 ELM STREET			NEW CANAAN	CT	06840	
UNIMIN CORPORATION-CLEBURNE	ATTN ACCOUNTS PAYABLE	258 ELM STREET			NEW CANAAN	CT	06840	
UNIMIN CORPORATION-PECOS WEST	ATTN ACCOUNTS PAYABLE	258 ELM STREET			NEW CANAAN	CT	06840	
UNION PACIFIC DISTRIBUTIONS SERVICES CO.		1400 Douglas Street Stop 1230			Omaha	NE	68179	
Union Pacific Railroad Company		8130 South Central Expressway			Dallas	TX	75241	
UNION PACIFIC RAILROAD COMPANY		PO BOX 843465			DALLAS	TX	75284-3465	
UNION SECURITY INSURANCE COMPANY		2323 Grand Blvd			Kansas City	MO	64108	
United Cooperative Services		1200 Glen Rose Highway			Stephenville	TX	76401	
United Cooperative Services		PO Box 290			Stephenville	TX	76401	
United Electric Cooperative Services		1200 Glen Rose Highway			Stephenville	TX	76401	
UNITED ELECTRIC COOPERATIVE SERVICES		PO BOX 290			STEPHENVILLE	TX	76401	
UNITED ELECTRIC COOPERATIVE SERVICES, INC.		PO BOX 290			STEPHENVILLE	TX	76401	
UNITED RENTALS		3421 AVENUE D STREET			ARLINGTON	TX	76001	
UNITED RENTALS		PUMP SOLUTIONS	BRANCH I50	3421 AVENUE D STREET	ARLINGTON	TX	76001	
United Shed Transport LLC		164 PR 401			COVINGTON	TX	76636	
UNITED SPECIALTY INSURANCE COMPANY		1900 L. DON DODSON DRIVE			BEDFORD	TX	76021	
UNIVERSAL PRESSURE PUMPING, INC.		3173 HWY 277			CARIZZO SPRINGS	TX	78834	
Unmanned Ad-Hoc Industries Inc		44555 CAMP BOWIE BLVD	STE 114-217		FORT WORTH	TX	76107	
UPS		LOCKBOX 577			CAROL STREAM	IL	60132-0577	
Urbanovski Advanced Constructi		4301 CR 312B			CLEBURNE	TX	76031	
URIBE, MANUEL G		1218 RUNAWAY BAY DR			RUNAWAY BAY	TX	76426	
URTEAGA, JUAN MANUEL		2267 FOREST PARK AVE			SAN ANGELO	TX	76901	
US Coachways Inc		100 ST. MARYS AVENUE			STATEN ISLAND	NY	10305	
US Department of Justice	United States Attorney General	950 Pennsylvania Ave NW			Washington	DC	20530	
US Department of Labor	Office of the Solicitor	Legal Counsel N-2700	200 Constitution Ave NW		Washington	DC	20210	
US Department of Transportation	FEDERAL RAILROAD COMMISSION	OFFICE OF CHIEF COUNSEL	1200 NEW JERSEY AVENUE SE		WASHINGTON	DC	20590	
US Department of Treasury	General Counsel	1500 Pennsylvania Avenue NW			Washington	DC	20220	
US SAND TRUCKING COMPANY INC.	ATTN J. AQUILAR	2675 CHARWAY ROAD			ODESSA	TX	79766	
USA Tank Sales & Erection		5897 STATE HWY 59			GOODMAN	MO	64843	
USHI, HENRY U		11735 SOUTH GLEN DR 1210			HOUSTON	TX	77099	
UTGCD		PO BOX 1749			SPRINGTOWN	TX	76082	
VAI VADA, BRIAN L		5451 GALACINO ST			SAN ANTONIO	TX	78247	
VALADEZ, ROBERT PAUL		9900 PACK SADDLE TRAIL			FORT WORTH	TX	76108	
VALDEZ, ERIC TIMOTHY		309 N. JEFFERSON ST. APT #3			SAN ANGELO	TX	76901	

CreditorName	CreditorNoticeName	Address1	Address2	Address3	City	State	Zip	Country
VALDEZ, MARTIN ANTHONY		735 S US HWY 285 BUNKER #5			FORT STOCKTON	TX	79735	
VALENCIA, MICHAEL R		5685 AVE 397			DINUBA	CA	93618	
VALERA, NEIL E		805 N. ARNETT ST. UNIT A			FORT STOCKTON	TX	79735	
Valero		PO BOX 300			AMARILLO	TX	79105-0300	
Valir Outpatient Clinics LLC		PO BOX 720861			NORMAN	OK	73070-0861	
VALLIERE, TAIT S		336 ALEATHA DR			DAYTONA BEACH	FL	32114	
VAN DYKE, TYLER LANE		P.O. BOX 112			VOCA	TX	76887	
VAN ORSOW, SHAUN PATRICK		5409 DRURY CT			GRANBURY	TX	76049	
VANBIBBER, CHRISTOPHER M		307 TANGLEWOOD			STEPHENVILLE	TX	76041	
VANCE, MICHAEL S		2520 W AVE L			SAN ANGELO	TX	76901	
VANDYKE, KARLTON GLENN		320 N. F. M. 1851			VOCA	TX	76887	
VANEK, JONATHAN B		1 NORTH ABE #3172			SAN ANGELO	TX	76902	
VARGAS JR, JUAN JESUS		9569 GRENADA WAY			EL PASO	TX	79927	
VARGAS, ARTURO		3308 W. POINSETTIA DR.			PHOENIX	AZ	85029	
VARGAS, JOEVANNI IANNE		13735 PASEO VERDE			EL PASO	TX	79928	
VARGAS, JOSE		13333 FLAMBOROUGH			CLINT	TX	79836	
Varsity Sports Unlimited		PO BOX 1749			KELLER	TX	76244	
VASQUEZ, ANTONIO		514 E WASHINGTON			PORT ISABEL	TX	78578	
VASQUEZ, ANTONIO		961 VALLE ROMERO DR			EL PASO	TX	79927	
VASQUEZ, JATHAN		202 ROSE ST			YOAKUM	TX	77995	
VAUGHN, BEN		2408 S BETTY			MONAHANS	TX	79756	
VAUGHN, JUSTIN		217 MELISSA ST			CLEBURNE	TX	76033	
VEACH, CHANCY H		351 COUNTRY ROAD 342			GONZALES	TX	78629	
Vector Controls LLC		2200 10TH STREET STE 300			PLANO	TX	75074	
VEGA, BENITO J		15311 WERLING			HORIZON CITY	TX	79928	
VELARDE, MARCO ANTONIO		8333 VERDELAND			EL PASO	TX	79907	
VELASQUEZ, EZEKIEL D		815 CEDAR ST			FLOYDADA	TX	79235	
Velma Crosby		1225 Rustic Road #4			Glenwood City	WI	54013	
Velma Crosby	Doar, Drill & Skow SC	Attorney Christina A Rasmussen	103 N Knowles Avenue		New Richmond	WI	54017	
Velma Crosby	Doar, Drill & Skow SC	Attorney Christina A Rasmussen	PO Box 388		New Richmond	WI	54017-0388	
VENADO		13301 Galleria Circle	Suite 300		Austin	TX	78738	
VENADO OIL AND GAS, LLC		13301 Galleria Circle	Suite 300		Austin	TX	78738	
VERCHER, PAUL		3509 WOOTEN DR			FORT WORTH	TX	76133	
Veritext LLC		PO BOX 71303			CHICAGO	IL	60694-1303	
Verizon Wireless	William M Vermette	22001 Loudoun County Pkwy			Ashburn	VA	20147	
VERIZON WIRELESS	ATTN JOAN BOWYER	600 HIDDEN RIDGE			IRVING	TX	75038	
Verizon Wireless		P.O. BOX 660108			DALLAS	TX	75266	
VERIZON WIRELESS		PO Box 15124			Albany	NY	12212	
Verliance Inc		43406 BUSINESS PARK DRIVE			TEMECULA	CA	92590	
VERTEFEUILLE, MICHELLE LYNN		813 REDDING DRIVE			SAGINAW	TX	76131	
VETTEN, BRITTNEY L		9624 MARINER CIRCLE #1208			FT WORTH	TX	76179	
Victor G. Mathis		PO BOX 541			GONAZALEZ	TX	78629	
Victor Price		8459 FLINT MEADOWS			SAN ANTONIO	TX	78254	
Vidal Galindo Jr.		1614 N. CO. RD. 1140			MIDLAND	TX	79706	
VIELMAN, JOSE C		6200 E SAM HOUSTON PKWY N APT 12304			HOUSTON	TX	77049	
VILLALOBOS SR, HECTOR A		9489 MARTINIQUE DR			EL PASO	TX	79927	
VILLALOBOS, ROBERT R		2031 S EDDY			PECOS	TX	79772	
VILLAMAR, FERNANDO		13049 LOST WILLOW			EL PASO	TX	79938	
VILLARREAL, CHRISTOPHER J		3126 CHISHOLM TRAIL			ENID	OK	73701	
VILLARREAL, EDUARDO A		19242 JENNY LN			PORTER	TX	77365	
VILLESCHAS, EZEQUIEL G		1300 W. LUNDAY DR.			PECOS	TX	79772	
VINCENT, JASON COVELL		5216 OAK MANO BLVD.			BAY CITY	TX	77414	
VINES, JAMES R		5375 CERVANTES			SAN ANTONIO	TX	78228	
Visicom Group Inc	DBA VGI TECHNOLOGY	3550 S BRYANT BLVD			SAN ANGELO	TX	76903	
VISTA BANK		317 Main Street			Abernathy	TX	79311	
VISTA PROPPANTS AND LOGISTICS, LLC		4413 Carey Street			FORT WORTH	TX	76119-4219	
VISTA SAND		3549 Monroe Hwy			Granbury	TX	76049	
VISTA SAND, LTD.		3549 Monroe Hwy			Granbury	TX	76049	

CreditorName	CreditorNoticeName	Address1	Address2	Address3	City	State	Zip	Country
VISTA TRUCKING		816 Woodhall Ct			Tyler	TX	75703-1421	
VISUAL LEASE		100 WOODBRIDGE CENTER DRIVE	SUITE 200		WOODBIDGE	NJ	07095	
VITOLAS TRUCKING		12750 CLEBURNE HIGHWAY			CRESSON	TX	76035	
Vonage Business		23 Main Street			Holmdel	NJ	07733	
Vonage Business		Dept #3151	PO Box 123151		Dallas	TX	75312-3151	
Vortex		1707 West Gray Street			HOUSTON	TX	77019	
VOXUAN, MYVAN		1220 BERKLEY DR			GRAPEVINE	TX	76051	
VPROP Operating, LLC		4413 Carey Street			FORT WORTH	TX	76119-4219	
VRADENBURG, RHONDA K		901 E THOMAS APT #424			PHARR	TX	78577	
W Douglass Distributing		PO BOX 1124			SHERMAN	TX	75091-1124	
W W Hess Transportation, LLC		10336 JENNIFER CIRCLE			FORNEY	TX	75126	
W.A.R. Industries		701 N. COUNTY ROAD WEST			ODESSA	TX	79763	
Waco Tribune-Herald		P O BOX 27182			RICHMOND	VA	23261-7182	
WALKER, BOYCE JAMES		P O BOX 442			HAMILTON	TX	76531	
WALKER, RHONDA		3607 S. BOSTON STR.			MONAHANS	TX	79756	
WALKER, SPENCER FRANKLIN		109 LINGLEVILLE RD			STEPHENVILLE	TX	76401	
WALKER, STEPHEN KENT		3625 PECAN ARBOR CT			GRANBURY	TX	76049	
WALKER, WILLIAM S		2310 W MOSLEY LOOP			ALPINE	TX	79830	
WALKUP, CAROL LYNN		5404 FOSSIL DR.			HALTOM CITY	TX	76117	
WALLACE JR, JERRY L		PO BOX 1412			PECOS	TX	79772	
WALLACE JR, JIMMY LEE		PO BOX 164			TALLAHASSEE	FL	32302	
WALLACE, BLAYNE		4820 WHITE OAK LANE			FT WORTH	TX	76114	
WALLACE, JONATHAN E		19530 TIMBERLAKE GLEN TRL			CYPRESS	TX	77433	
WALLER, DAVID HARRISON		150 COUNTY ROAD 1288			MORGAN	TX	76671	
WALLS, WINSTON KASEY		2901 RIDGEVIEW DRIVE #2021			PLANO	TX	75025	
Walter Bambrook		9158 LAGUNA HILLS			SELMA	TX	78154	
Ward County		PO Box 290			Monahans	TX	79756	
Ward County	Ward County	PO Box 290			Monahans	TX	79756	
Ward County Tax Assessor	VICKI HEFLIN, PCC	PO BOX 290			MONAHANS	TX	79756	
Ward Memorial Hospital		400 S ALLEN	SUITE 302		MONAHANS	TX	29756	
Ward Memorial Hospital		400 S ALLEN STE 302			MONAHANS	TX	79756	
WARD, MICHAEL CLINTON		4300 SAVANNAH LN			GRANBURY	TX	76049	
WARD, TAVAROUS S		133 GREGORY ST			FORREST CITY	AR	72335	
WARREN CAT RENTAL	ATTN KEVIN MATTHEWS	3601 N GARNETT RD			TULSA	OK	74116	
Warren Cat Rental		CAT COMMERCIAL REVOLVING CARD	DEPT 33-8026333765	PO BOX 78004	PHOENIX	AZ	85062-8004	
WARREN POWER & MACHINERY, INC.		10000 W I-20			MIDLAND	TX	79706	
WARREN POWER & MACHINERY, INC.		PO BOX 60662	10325 YOUNGER RD		MIDLAND	TX	79711	
WARREN, STEPHANIE A		577 RAWHIDE TR			WEATHERFORD	TX	76088	
WARTES, ANDREW K		110 ATOR ST.			LIPAN	TX	76462	
WASHINGTON JR, CARLTON		PO BOX 631823			HOUSTON	TX	77263	
WASHINGTON, ELIJAH J		402 E ILLINOIS AVE			ENID	OK	73702	
WASHINGTON, PATRICK BROWNING		7252 PRESTWICK TERRACE			BENBROOK	TX	76126	
WASHULESKI, JIMMY		PO BOX 470664			FORT WORTH	TX	76147	
Waste Connections	Attn Legal Department	12150 Garland Rd			Dallas	TX	75218	
Waste Connections		PO Box 679859			Dallas	TX	75267-9859	
WATCO COMPANIES, LLC		315 W 3rd St.			Pittsburg	KS	66762	
WATKINS, WALLACE CLAYTON		420 S POPLAR ST			SALLISAW	OK	74955	
WATSON II, MICHAEL C.		2451 STANTON ST.			SAN ANGELO	TX	76901	
WATSON, JAKE ARRON		907 W WHITETAIL DR			GRANBURY	TX	76049	
WATSON, ROBERT		5716 LONGHORN TRAIL			JOSHUA	TX	76058	
Waverly Hale		418 ELLEN COURT			MILLVILLE	NJ	08332	
WavSpeed Inc.		PO BOX 6			TULETA	TX	78162	
Weatherford Collision Center		1518 FORT WORTH HWY			WEATHERFORD	TX	76086	
Weatherford Locksmith Svc		PO BOX 831			WEATHERFORD	TX	76086	
WEAVER, BELMA		2915 TIMOTHY LANE			EULESS	TX	76039	
WEAVER, MICHAEL JAMES		12153 FRANCIS SCOBEE DR.			EL PASO	TX	79936	
WEBB, DALTON		2001 TOLAR CEMETERY RD			TOLAR	TX	76476	
WEBB, DALTON WILLIAM		2116 EAST WALNUT AVE			ENID	OK	73701	

CreditorName	CreditorNoticeName	Address1	Address2	Address3	City	State	Zip	Country
WEBBANK		215 STATE ST STE 1000			SALT LAKE CITY	UT	84111	
Weir Slurry Group, Inc.		21976 NETWORK PLACE			CHICAGO	IL	60673-1219	
WELLS FARGO BANK, N.A.		300 TRI-STATE INTERNATIONAL	STE 400		LINCOLNSHIRE	IL	60069	
Wells Fargo Bank, N.A.		PO Box 7777			San Francisco	CA	94120	
WELLS FARGO BANK, N.A.	Wells Fargo Bank, N.A.	PO Box 7777			San Francisco	CA	94120	
WELLS FARGO BANK, N.A.	Wells Fargo Bank, N.A.	PO Box 7777			San Francisco	CA	94120	
WELLS FARGO EQUIPMENT FINANCE	ATTN SCOTT COLLIER	600 S 4TH STREET			MINNEAPOLIS	MN	55415	
Wells Fargo Equipment Finance		733 Marquette Avenue Suite 700			Minneapolis	MN	55402	
WELLS FARGO EQUIPMENT FINANCE		MANUFACTURER SERVICES GROUP	PO BOX 7777		SAN FRANCISCO	CA	94120-7777	
WELLS FARGO N.A.		300 TRI-STATE INTERNATIONAL	STE 400		LINCOLNSHIRE	IL	60069	
WELLS, KEVIN L		7001W KNOLL ST			HOUSTON	TX	77401	
WELLS, MICHAEL D		302 VERDA MESA			VENUS	TX	76084	
Welton Daniels		12321 ROLLING RIDGE DR			FORT WORTH	TX	76028	
Wendy Burgess		TARRANT COUNTY TAX ASSESSOR	1000 E. WEATHERFORD		FORT WORTH	TX	76196	
Wendy Burgess		TARRANT COUNTY TAX ASSESSOR-COL	100 E. WEATHERFORD		FORT WORTH	TX	76196	
WENTWORTH, MATTHEW A		4401 TREADWAY RD			HERNANDO	MS	38632	
Wesley Blake Ragland		11910 NOCAL CT.			TOLAR	TX	76476	
West Company of Midland, LLC		110 W. LOUISIANA AVE	SUITE 11		MIDLAND	TX	79701	
West Texas Fire Extinguisher	DBA WEST TEXAS FIRE & INDUSTRI	PO BOX 3085			SAN ANGELO	TX	76902	
West Texas Fire Extinguisher,		PO BOX 3085			SAN ANGELO	TX	76902	
West Texas Oil & Filter Recycling, LLC		PO BOX 271			MONAHANS	TX	79756	
West Texas Rehab Center		4601 HARTFORD ST			ABILENE	TX	79605	
West Texas Windshields		926 N GRANDVIEW AVE			ODESSA	TX	79761	
WEST, BRANDON WAYNE		1820 HIDDEN VALLEY ROAD			GRANBURY	TX	76049	
WEST, CHRISTOPHER JOE		1433 WALTERS DRIVE			GRANBURY	TX	76048	
Western Data Systems		14722 REGNAL STREET			HOUSTON	TX	77039	
WESTERN INN AND SUITES	ATTN RAY DAVIS	210 N. VAN BUREN STREET			ENID	OK	73703	
Westex Urget Care, PLLC		PO BOX 5637			TEXARKANA	TX	75503-5637	
Westview Medical Clinic		PO BOX 14704			BELFAST	ME	04915-4042	
WHEAT JR, FRANKLIN P		12309 SW 45TH STREET			OCALA	FL	34481	
WHEELER BROTHERS GRAIN CO. INC	ATTN TODD LAFFERTY	PO BOX 29	505 WEST MAIN STREET		WATONGA	OK	73772	
WHEELER BROTHERS GRAIN COMPANY, LLC	TODD LAFFERTY	PO BOX 29	505 WEST MAIN STREET		WATONGA	OK	73772	
Wheeler Brothers, Inc.	TODD LAFFERTY	PO BOX 29	505 WEST MAIN STREET		WATONGA	OK	73772	
WHEELER, AARON		5206 CO ED 3339			BRUNDIDGE	AL	36010	
WHITE, CURTIS R		210 W REDD RD APT803			EL PASO	TX	79932	
WHITE, MEREDITH E		3801 BRADFORD CREEK DR APT. 721			FORT WORTH	TX	76116	
WHITEHEAD, HAYDEN		1219 SURRY PLACE DR			CLEBURNE	TX	76033	
WHITFIELD, EARNEST B		7049 SETON HALL DR			FORT WORTH	TX	76120	
Whitley Penn	Attn Griff Babb	640 TAYLOR STREET	STE 2200		FORT WORTH	TX	76102	
WHITLEY, KRISTIN		6463 WOODSTOCK ROAD			FORT WORTH	TX	76116	
WHITNEY, CHAD		703 HERITAGE TR			GRANBURY	TX	76048-7604	
WHITNEY, CHARLES J		558 ASHE NURSERY RD			BROOKLYN	MS	39425	
WHITTEN, SLOAN SCOTT		203 RIO GRANDE ST.			GLEN ROSE	TX	76043	
WHITTINGTON, ANDREW A		4100 BEN FICKLIN RD #124			SAN ANGELO	TX	76903	
Wholesale Auto Glass		3508 SW MILITARY DRIVE			SAN ANTONIO	TX	78211	
WHORTON, ROBERT ALLEN		5032 BARBERRY DR			FORT WORTH	TX	76133	
Wick Phillips Gould & Martin		3131 MCKINNEY AVENUE	STE 100		DALLAS	TX	75204	
Wick Phillips LLP	Attn Erika L. Bright	3131 McKinney Ave., #100			Dallas	TX	75204	
WICKER JR, ODELL C		612 MANDALY PKWY			MCDONOUGH	GA	30253	
WICKER SR, ODELL C		PO BOX 2433			SAN ANGELO	TX	76902	
WICKER, GEORGE WESLEY		1001 VINE STREET #2			LUBBOCK	TX	76086	



CreditorName	CreditorNoticeName	Address1	Address2	Address3	City	State	Zip	Country
Wickes Law, PLLC		5600 TENNYSON PARKWAY STE 205			PLANO	TX	75024	
Wickes Law, PLLC		5600 TENNYSON PKWY	SUITE 285		PLANO	TX	75024	
Wilcox Law, PLLC	Stephen G. Wilcox, Attorney at Law	PO Box 201849			Arlington	TX	76006	
WILCOX, DAVID M		2308 ABILENE RD			CHARLOTTE COURT HOUSE	VA	23923	
WILKINS, ROBERT LORENZO		8307 SADDLE RANCH			SAN ANTONIO	TX	78254	
Williamson Farm Service		1166 DR 456			STEPHENVILLE	TX	76401	
William Williams		1225 W HARDING AVE #15			CEDAR CITY	UT	84720	
WILLIAMS SCOTSMAN, INC.		901 S. BOND STREET	SUITE 600		BALTIMORE	MD	21231	
WILLIAMS SR, REGINALD W		22023 MORIN RD			VON ORMY	TX	78073	
WILLIAMS SR., EDWARD J.		2028 GRAHAM RANCH ROAD			FORT WORTH	TX	76134	
WILLIAMS, BARRON WESTON WALKER		4740 NORTH MESA STREET APT 143			EL PASO	TX	79912	
WILLIAMS, CORY D		1317 YEOMANS RD			ABILENE	TX	79602	
WILLIAMS, DEWEY		17440 BRIDGEFARMER BLVD			PFLUGERVILLE	TX	78660	
WILLIAMS, GARRY W.		PO BOX 322			DILLEY	TX	78017	
WILLIAMS, NICHOLAS ALAN		115 DONLEY STREET APARTMENT 200			TOLAR	TX	76476	
WILLIAMS, PHILIPPE		5301 SHAWN DR			KILLEEN	TX	76542	
WILLIAMS, RODNEY DARRELL		496 GORDON RD			MINGUS	TX	76463	
WILLIAMS, STEVEN T		3559 HONEY MEADOW			SAN ANTONIO	TX	78222	
WILLIAMS, TYDRICK CRESHAUN		209 DEAN COURT			GRANBURY	TX	76049	
WILLIAMS, WILLIAM OWEN		PO BOX 692			DILLEY	TX	78017	
Williamson County Equipment Co Inc		110 CR 4545			HONDO	TX	78661	
WILLIAMSON, QUENTON WADE		16248 WEST COCOPAH STREET			GOODYEAR	AZ	85338	
WILLIAMSON, TRACY D		612 GRANT ST.			RYAN	OK	73565	
Willie Williams		3631 OAKHALL DR			HOUSTON	TX	77066	
WILLIS, JOSEPH M		208 BOULDER VIEW			CIBOLO	TX	78108	
WILLIS, SHAWNNA		1401 W RANDOLPH AVE			ENID	OK	73703	
WILSON MANUFACTURING & DESIGN	ATTN RAYMOND MILLER	1011 E. MAIN STREET			CECILIA	KY	42724	
WILSON SR, BENJAMIN S		16807 APRILMONT DR			SUGAR LAND	TX	77498	
WILSON, JOSHUA		1144 JAIME J ZAPATA ST			ANTHONY	NM	88021	
WILSON, JOSHUA ALAN		12129 S DANVILLE RD			KILGORE	TX	75662	
WILSON, MARSHAREL		4413 CAREY STREET			FT WORTH	TX	76119	
WILSON, WESLEY ALLEN		1817 NW 82ND ST APT C2			LAWTON	OK	73505	
WILTING, MICHAEL DAVID		404 SE 6TH ST. APT A			ANDREWS	TX	79714	
WINKLER COUNTY		PO BOX DRAWER T			KERMIT	TX	79745	
Winkler County		PO Box T			Kermit	TX	79745	
Winkler County	Winkler County	PO Box T			Kermit	TX	79745	
Winkler County Clerk		100 E. WINKLER			KERMIT	TX	79745	
WINKLER COUNTY TAX ASSESSOR		PO BOX DRAWER T			KERMIT	TX	79745	
WINKLER, RICKY		RT 1 BOX 34			HASTINGS	OK	73548	
WINSTEAD PC		500 WINSTEAD BUILDING	2728 N. HARWOOD ST.		DALLAS	TX	75201	
WOLF, RAYMOND ANDREW		11710 WIND HOLLOW CT			TOLAR	TX	76476	
Wolfman Catering LLC		4845 RUSTIC TRAIL			MIDLAND	TX	79707	
WOLINSKI, GARY M		407 GRAYSON CT			JOSHUA	TX	76058	
Wolters Kluwer		20101 HAMILTON AVE.	SUITE 200		TORRANCE	CA	90502	
WOOD, DALTON RHEA		6515 DAYLA COURT			GRANBURY	TX	76049	
WOOD, KRISTIE KAYE		2402 GOODNIGHT TRAIL			MANSFIELD	TX	76063	
WOODARD, ANTHONY		5801 BONNELL AVENUE			FORT WORTH	TX	76107	
WOODARD, VIOLETTA		2916 S. JONES ST.			FORT WORTH	TX	76104	
Woodards Mobile Hydraulic Service		528 CR 414			CLEBURNE	TX	76031	
WOODHAVEN NATIONAL BANK		1700 E BROAD STREET			MANSFIELD	TX	76063	
WOODS, RYLAND JAREALL		3000 GREENRIDGE APT 1814			HOUSTON	TX	77036	
WOOTEN, FRANK DAVID		PO BOX 126			RIO VISTA	TX	76093	
WorkforceQA, LLC		1430 S. MAIN STREET			SALT LAKE CITY	UT	84115	
WORSHAM-STEED GAS STORAGE, LLC		1201 LOUISIANA STREET	SUITE 700		HOUSTON	TX	77001	
WPX ENERGY		PO BOX 21358			TULSA	OK	74121	
WRIGHT, CHAD C.		3855 HOUGHTON AVE			RIVERSIDE	CA	92501	



CreditorName	CreditorNoticeName	Address1	Address2	Address3	City	State	Zip	Country
WRIGHT, HERBERT L		6409 BREEZE BAY POINT APT 1137			FORT WORTH	TX	76131	
WRIGHT, JAMES L		1185 NARROW PAVED RD			LYNCHBURG	SC	29080	
WSP USA Inc.		PO BOX 732476			DALLAS	TX	75373-2476	
WTG Fuels, Inc.		PO BOX 3514			MIDLAND	TX	79702	
WTX PROFIT SHARING	ATTN BRIAN MCCONN	912 WOODLAND STREET			HOUSTON	TX	77009	
Wyatt Contracting Inc		23807 RT 66 N	PO BOX 917		WEATHERFORD	OK	73096	
YANEZ, JESSE A		2514 COLEMAN ST			SAN ANGELO	TX	76901	
YANEZ, JONATHAN		12321 RED SUN DR			EL PASO	TX	79938	
Yellow House Machinery Co.		21310 NETWORK PL.			CHICAGO	IL	60673	
YNOSTROSA, JESUS		3602 ELLIS AVE			FT WORTH	TX	76106	
YOUNG, TRESTAN W.		1501 NORTH ST.			SAN ANGELO	TX	76901	
Youngblood Automotive & Tire LLC		375 W LOUIS HENNA			AUSTIN	TX	78728	
YOUNGBLOOD, DONNA		6200 PERSHING AVE APT 355			FORT WORTH	TX	76116	
YOUNG-FAHY, AMANDA M		1420 CLINTON AVENUE			FT WORTH	TX	76164	
ZABEL, PATRICK ALLEN		913 COUNTY RD 423			STEPHENVILLE	TX	76401	
ZABOROWSKI, CAMERON L		3203 FM 50			BRENNHAM	TX	77833	
ZAMARRIPA, STEVE		505 E LEONA ST			UVALDE	TX	78801	
ZAPATA, ANTONIO SILVERIO		408 4TH STREET			BROWNWOOD	TX	76801	
ZARZA, JOSE D		1515 KENWOOD DR			SAN ANGELO	TX	76903	
ZELLARS, CARL T		BOX 396			GRANDVIEW	TX	76050	
ZEPEDA, GILBERTO		3305 JASONS WAY			MARION	TX	78124	
Zurich American Insurance	RMS (an Iqor Company)	Wendy Messner, Agent for Creditor	PO Box 19253		Minneapolis	MN	55419	

**Exhibit 21**

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.,<sup>1</sup> § Case No. 20-42002 (ELM)  
§  
Debtors. § Jointly Administered

**SUPPLEMENTAL CERTIFICATE OF SERVICE**

1. I, Angela M. Nguyen, depose and say that I am employed by Kurtzman Carson Consultants LLC (“KCC”), the claims, noticing and solicitation agent for the Debtors in the above-captioned case. I submit this Certificate in connection with the service of solicitation materials for the *Second Amended Joint Plan of Reorganization of Vista Proppants and Logistics, LLC, et al., Pursuant to Chapter 11 of the Bankruptcy Code* [Docket No. 401] (the “**Plan**”). I am over the age of 18 and not a party to this action. Except as otherwise noted, I could and would testify to the following based upon my personal knowledge.

2. On June 12, 2020, the Court entered the *Order Granting Debtors’ Emergency Application for Authorization to Retain and Employ Kurtzman Carson Consultants LLC as Claims, Noticing and Solicitation Agent* [Docket No. 70].

3. Consistent with its retention as claims, noticing and solicitation agent, KCC is charged with, among other things, the duty of printing and distributing Solicitation Packages<sup>2</sup> to creditors and other interested parties pursuant to the solicitation and voting procedures included in the *Order Granting Debtors’ Motion for Entry of an Order (I) Approving the Disclosure Statement, (II) Fixing a Record Date, (III) Approving Cure Procedures, (IV) Approving Solicitation Procedures, (V) Approving Form of Ballot and Establishing Notice and Objection Procedures with Respect to Confirmation of the Debtors’ Chapter 11 Plan of Reorganization* [Docket No. 405] (the “**Disclosure Statement Approval Order**”) which the Court entered on August 19, 2020.

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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 OpCo”); 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 Terms not otherwise defined herein shall have the same meanings ascribed to them in the Disclosure Statement Approval Order.



2042002200904000000000005

4. The Solicitation Package consists of the following materials (the “**Solicitation Package**”):

- a. the *Notice of (I) Approval of Disclosure Statement; (II) Establishment of Voting Record Date; (III) Approving Cure Procedures; (IV) Hearing on Confirmation of the Chapter 11 Plan of the Debtors; (V) Procedures for Objecting to the Confirmation of the Plan; and (VI) Procedures and Deadline for Voting on the Plan* [Docket No. 406] (the “**Confirmation Hearing Notice**”);
- b. a customized copy of the appropriate customized Ballot(s) and voting instructions for the voting class in which the creditor is entitled to vote:
  - i. Class 3 Ballot (Term Loan Secured Claims) (“**Class 3 Ballot**”) substantially in the form attached as Exhibit 1 to the Disclosure Statement Order);
  - ii. Class 6 Ballot (General Unsecured Claims) (“**Class 6 Ballot**”) (substantially in the form attached as Exhibit 2 to the Disclosure Statement Order);
- c. a pre-addressed, postage pre-paid return envelope (the “**Return Envelope**”)
- d. Letter from the Official Committee of Unsecured Creditors (the “**Committee Letter**”);
- e. Letter from the Debtors in support of the Plan (the “**Debtors’ Plan Support Letter**”)

5. The package for Non-Voting Classes 1, 2, 4, 5, 7, 8 and 9 (“**Non-Voting Package**”) consists of the following documents:

- a. the Notice of Confirmation Hearing;
- b. the *Notice of Non-Voting Status with Respect to Impaired Classes* (the “**Impaired Non-Voting Status Notice**”) (substantially in the form attached as Exhibit 4 to the Disclosure Statement Approval Order); and
- c. the *Notice of Non-Voting Status with Respect to Unimpaired Classes* (the “**Unimpaired Non-Voting Status Notice**”) (substantially in the form attached as Exhibit 5 to the Disclosure Statement Approval Order)

6. On August 24, 2020 through September 4, 2020, as indicated on the exhibit, at my direction and under my supervision, employees of KCC caused the Solicitation Package, including a Class 6 Ballot, Confirmation Hearing Notice, Return Envelope, Committee Letter and Debtors’ Plan Support Letter to be served via First Class Mail to the parties on the service list attached hereto as **Exhibit A**.

7. On August 24, 2020 through September 2, 2020, as indicated on the exhibit, at my direction and under my supervision, employees of KCC caused the Non-Voting Package, including an Unimpaired Non-Voting Status Notice, Confirmation Hearing Notice and Return Envelope to be served via First Class Mail to the parties on the service list attached hereto as **Exhibit B**.

8. On August 24, 2020 through September 2, 2020, as indicated on the exhibit, at my direction and under my supervision, employees of KCC caused the Confirmation Hearing Notice to be served via First Class Mail to the parties on the service list attached hereto as **Exhibit C**.

Dated: September 4, 2020

/s/ Angela M. Nguyen

Angela M. Nguyen  
KCC  
222 N Pacific Coast Highway, 3rd Floor  
El Segundo, CA 90245  
Tel 310.823.9000

## Exhibit A

Exhibit A  
Class 6 Voting Parties  
Served via First Class Mail

CreditorName	CreditorNoticeName	Address1	Address2	Address3	City	State	Zip	Service Date
BNSF Railway Company	Suzanne Wellen	2500 Lou Menk Drive AOB-3			Fort Worth	TX	76131	8/24/2020
CONTRERAS, JORGE A		149 VENTURA			EL PASO	TX	79907-7990	8/24/2020
DALLAS LITE & BARRICADE INC		PO BOX 223724			DALLAS	TX	75222	8/24/2020
Medina Electric Cooperative, Inc.	Consumer Accounting	PO Box 370			Hondo	TX	78861	8/24/2020
Rotex Global, LLC		1230 Knowlton Street			Cincinnati	OH	45223	8/24/2020
Canon Financial Services, Inc.	Attn Amar A. Agrawal, Esquire	Eisenberg, Gold and Agrawal, P.C.	1040 North Kings Highway, Suite 200		Cherry Hill	NJ	08034	8/25/2020
Dinsmore & Shohl LLP	Jennifer M. Rixner	255 East Fifth St., Ste. 1900			Cincinnati	OH	45202	8/25/2020
Euler Holmes N. A. Insurance Co. Agent of Orouke Petroleum Claim ID 000446030	Euler Hermes North America Insurance Company	800 Red Brook Blvd.			Owings Mills	MD	21117	8/25/2020
Jewel Spells		3827 Southern Field			San Antonio	TX	78222	8/25/2020
JOHN GOODLETT		129 TRINITY BLUFFS ROAD			ALEDO	TX	76008	8/25/2020
Mobile Modular Management Corporation	Niel Bansraj	5700 Las Positas Rd			Livermore	CA	94550	8/25/2020
Nathan Peterson		9709 Trinity Ct			Granbury	TX	76049	8/25/2020
Schlumberger Technology Corporation	Winston & Strawn LLP Attn Carrie Hardman	200 Park Avenue			New York	NY	10017	8/25/2020
TA, PETER TH		H210 SUNSET DR			PORT ARTHUR	TX	77642	8/25/2020
WHEELER BROTHERS GRAIN COMPANY, LLC	TODD LAFFERTY	505 WEST MAIN STREET	PO BOX 29		WATONGA	OK	73772	8/25/2020
AT&T Mobility II LLC	c/o Karen A. Cavagnaro, Lead Paralegal	AT&T Services, Inc.	One AT&T Way, Room 3A 104		Bedminster	NJ	07921	8/28/2020
City of Fort Worth	Stephen A. Cumbie	200 Texas Street			Fort Worth	TX	76102	8/28/2020
DDC Ranch Consultings, LLC	Law Office of Chad Smith, P.C.	8008 Slide Road, Suite 33			Lubbock	TX	79424	8/28/2020
DDC Real Estate, LLC	Law Office of Chad Smith, P.C.	8008 Slide Road, Suite 33			Lubbock	TX	79424	8/28/2020
Euler Hermes N A Agent for ISCO Industries Inc.		800 Red Brook Blvd			Owings Mills	MD	21117	8/28/2020
Hogg Ranch, LLC	Law Office of Chad Smith	8008 Slide Road, Suite 33			Lubbock	TX	79424	8/28/2020
Kelly Hart and Hallman LLP	Attn Katherine T. Hopkins	201 Main Street, Suite 2500			Fort Worth	TX	76102	8/28/2020
Marabou Energy Management, LLC	c/o Philip Eisenberg	Locke Lord LLP	600 Travis Street, Suite 2800		Houston	TX	77002	8/28/2020
Marabou Superior Pipeline, LLC	c/o Philip Eisenberg	Locke Lord LLP	600 Travis Street, Suite 2800		Houston	TX	77002	8/28/2020
TWIN EAGLE SAND LOGISTICS, LLC	TOM GODBOLD	8847 W SAM HOUSTON PKWY N			HOUSTON	TX	77040	8/28/2020
Warren Power & Machinery, Inc. d/b/a Warren CAT	c/o Shane M. Bebout	3800 E. 42nd Street, Suite 409			Odessa	TX	79762	8/28/2020
Watco Companies, LLC	Tim York	QSLWM, P.C.	2001 Bryan Street, Ste. 1800		Dallas	TX	75201	8/28/2020
5269290021578564		11155 Briggs Rd			Atascosa	TX	78002	9/2/2020
Adrian Larson		2515 County Road 146			Lipan	TX	76462	9/2/2020
Ally Bank		P.O. Box 130424			Roseville	MN	55113-0004	9/2/2020
Ally Bank		P.O. Box 130424			Roseville	MN	55113-0004	9/2/2020
Ally Bank		P.O. Box 130424			Roseville	MN	55113-0004	9/2/2020
Asphalt Equipment Company, Inc. d/b/a ALMix	Carson LLP	301 W Jefferson Blvd, Suite 200			Fort Wayne	IN	46802	9/2/2020

Class 6 Voting Parties  
Served via First Class Mail

CreditorName	CreditorNoticeName	Address1	Address2	Address3	City	State	Zip	Service Date
ATT Capital Services, Inc.	C. Nicole Gladden Matthews, Esq.	AT&T Services, Inc.	Assistant Vice President-Senior Legal Counsel	15 E. Midland Avenue, 2nd Floor	Paramus	NJ	07652	9/2/2020
Brian J. Hecht		PO Box 471248			Fort Worth	TX	76147	9/2/2020
Brian J. Hecht		PO Box 471248			Fort Worth	TX	76147	9/2/2020
Brian J. Hecht		PO Box 471248			Fort Worth	TX	76147	9/2/2020
Camie Romero and Thomas Romero, Individually, and as Heirs of Jorgen Domingo Samuel Romero, Deceased	Attn Frank W. Robertson	12605 East Freeway, Suite 400			Houston	TX	77015	9/2/2020
Caterpillar Financial Services Corporation	David H. Leigh	Ray Quinney & Nebeker P.C.	36 South State Street, Suite 1400		Salt Lake City	UT	84111	9/2/2020
Caterpillar Financial Services Corporation	David H. Leigh	Ray Quinney & Nebeker P.C.	36 South State Street, Suite 1400		Salt Lake City	UT	84111	9/2/2020
Caterpillar Financial Services Corporation	David H. Leigh	Ray Quinney & Nebeker P.C.	36 South State Street, Suite 1400		Salt Lake City	UT	84111	9/2/2020
CCC Group, Inc.	c/o Natalie Wilson, Langley and Banack, Inc.	745 E. Mulberry, Suite 700			San Antonio	TX	78212	9/2/2020
CHICO LAND MANAGEMENT, LLC	ATTN WILLIAM SCHNEEMANN	PO BOX 599			BIG LAKE	TX	76932	9/2/2020
CRAIG MACKEY		1911 AUTRY CT			ARLINGTON	TX	76017	9/2/2020
Danny Easterly	Lundberg Law, PLLC	501 N. 8th St.			Midlothian	TX	76065	9/2/2020
DDC Ranch Consultings, LLC	Law Office of Chad Smith, P.C.	8008 Slide Road, Suite 33			Lubbock	TX	79424	9/2/2020
DDC Real Estate, LLC	Law Office of Chad Smith, P.C.	8008 Slide Road, Suite 33			Lubbock	TX	79424	9/2/2020
Debbie Forester		4224 Fair Ridge Dr.			Aledo	TX	76008	9/2/2020
DENOYER, BLAKE		2300 TREMONT AVE			FORT WORTH	TX	76107	9/2/2020
Drillinginfo, Inc.	c/o Sprouse Law Firm	901 Mopac Expressway South, Building 1, Suite 300			Austin	TX	78746	9/2/2020
EOG Resources, Inc.	Attn. Joshua Eppich, Esq.	Bonds Ellis Eppich Schafer Jones LLP	420 Throckmorton Street, Suite 1000		Fort Worth	TX	76102	9/2/2020
First Western Bank & Trust dba Advance Acceptance	Advance Acceptance	100 Prairie Center Drive			Eden Prairie	MN	55344	9/2/2020
First Western Bank & Trust dba Advance Acceptance	Advance Acceptance	100 Prairie Center Drive			Eden Prairie	MN	55344	9/2/2020
Fort Worth & Western Railroad Company	c/o Randy Meigs	McDonald Sanders, P.C.	777 Main Street, Suite 2700		Fort Worth	TX	76102	9/2/2020
GBH Properties, LLC	Kenneth Stohner, Jr.	2323 Ross Avenue, Suite 600			Dallas	TX	75201	9/2/2020
GHMR II, LLC	Kenneth Stohner, Jr.	2323 Ross Avenue, Suite 600			Dallas	TX	75201	9/2/2020
GHMR Operations, LLC	Kenneth Stohner, Jr.	2323 Ross Avenue, Suite 600			Dallas	TX	75201	9/2/2020
GHMR Operations, LLC	Kenneth Stohner, Jr.	2323 Ross Avenue, Suite 600			Dallas	TX	75201	9/2/2020
GHMR Operations, LLC	Kenneth Stohner, Jr.	2323 Ross Avenue, Suite 600			Dallas	TX	75201	9/2/2020
Hogg Ranch, LLC	Law Office of Chad Smith	8008 Slide Road, Suite 33			Lubbock	TX	79424	9/2/2020
HUDSON, BRENDA		1005 BLOOMFIELD DR			PINE BLUFF	AR	71601	9/2/2020
INCE, JON DAYEL		436 TIMBERLAKE DRIVE			AZLE	TX	76020	9/2/2020
JAIX LEASING COMPANY	BRIAN T. BLACK, GENERAL COUNSEL	C/O FREIGHTCAR AMERICA	125 S. WACKER DRIVE, SUITE 1500		CHICAGO	IL	60606	9/2/2020
JORGEN ROMERO	JIM S. ADLER AND ASSOCIATES	7330 SAN PEDRO AVE. SUITE 700			SAN ANTONIO	TX	78216	9/2/2020
Kathryn Pack		2057 Spinnaker Lane			Azle	TX	76020	9/2/2020
Kristie Wood		2402 Goodnight Trail			Mansfield	TX	76063	9/2/2020
Kristin Whitley		6463 Woodstock Rd			Fort Worth	TX	76116	9/2/2020



Exhibit A  
Class 6 Voting Parties  
Served via First Class Mail

CreditorName	CreditorNoticeName	Address1	Address2	Address3	City	State	Zip	Service Date
Lavicky Sand Company, Inc.	Don Lavicky / Shauna Gillpatrick	1800 W. Carrier Road			Enid	OK	73703	9/2/2020
Lhoist North America of Texas, LLC	Attn Chris Burr	Lhoist	5600 Clearfork Main Street, Suite 300		Fort Worth	TX	76109	9/2/2020
Lhoist North America of Texas, LLC	Attn Chris Burr	Lhoist	5600 Clearfork Main Street, Suite 300		Fort Worth	TX	76109	9/2/2020
Liberty Mutual Insurance Company	Attn K. Potvin	100 Liberty Way			Dover	NH	03820	9/2/2020
Lori Robinson		152 Silver Saddle Circle			Weatherford	TX	76087	9/2/2020
M&J Partnership, Ltd.	Kenneth Stohner, Jr.	2323 Ross Avenue, Suite 600			Dallas	TX	75201	9/2/2020
MELISSA EVANS		5709 ROBS CT			FORT WORTH	TX	76126	9/2/2020
Michael H Fleet Jr		3408 Sundance Ct			Granbury	TX	76049	9/2/2020
Monica Kincheloe		3215 Carlisle Street			Bedford	TX	76021	9/2/2020
MP Systems Company	Larry A. Levick	Singer & Levick PC	16200 Addison Road, Suite 140		Addison	TX	75001	9/2/2020
MUNOZ, ARTEMIO		414 E. 14TH ST			PECOS	TX	79772	9/2/2020
Nathan Peterson		9709 Trinity Ct			Granbury	TX	76049	9/2/2020
NDS LEASING	KEVIN VENDETTA	1111 OLD EAGLE SCHOOL RD			WAYNE	PA	19087	9/2/2020
Pac-Van, Inc.	c/o Sylvia Mayer	PO Box 6542			Houston	TX	77265	9/2/2020
Pan American Railway Co.		2800 Post Oak Blvd, 61st Fl.			Houston	TX	77056	9/2/2020
Patrick Browning Washington		512 Prairie Run			Aledo	TX	76008	9/2/2020
PlainsCapital Bank	Holland N. ONeil	Foley & Lardner LLP	2021 McKinney Avenue, Ste. 1600		Dallas	TX	75201	9/2/2020
PlainsCapital Bank, Agent and Lender	Holland N. ONeil	Foley and Lardner LLP	2021 McKinney Avenue, Ste. 1600		Dallas	TX	75201	9/2/2020
POGUE, JEFF ALLEN		10172 HWY 6			MERIDIAN	TX	76665	9/2/2020
Rachel Reed		264 Jacinth Lane			Granbury	TX	76049	9/2/2020
Robert Chad Johnson		PO Box 14			Bridgeport	TX	76426	9/2/2020
Sabino Energy Services, LLC		10101 Reunion Place, Suite 1000			San Antonio	TX	78216	9/2/2020
SEQUITUR PERMIAN, LLC	C/O MELISSA A. HASELDEN	5051 WESTHEIMER ST., STE 1100			HOUSTON	TX	77056	9/2/2020
SITECH Texoma, Inc.	c/o Shane M. Bebout	3800 E. 42nd Street, Suite 409			Odessa	TX	79762	9/2/2020
Stephen Deandre Dublin	Allison S. Hartry, Attorney	The Morales Firm, PC	6243 Interstate 10 West, Suite 132		San Antonio	TX	78201	9/2/2020
Steven McCarley		4213 Lauren Lane			Garland	TX	75043	9/2/2020
Terry Bolden		12541 Spring Ranch Road			Godley	TX	76044	9/2/2020
THE ANDERSONS, INC.	ATTN SEAN HANKINSON	1947 BRIARFIELD BOULEVARD			MAUMEE	OH	43537	9/2/2020
TRINITY INDUSTRIES LEASING COMPANY	ATTN OMAR J. ALANIZ	REED SMITH LLP	2850 N. HARWOOD ST., SUITE 1500		DALLAS	TX	75201	9/2/2020
United Electric Cooperative Services, Inc.	Randyl Meigs	McDonald Sanders, P.C.	777 Main Street, Suite 2700		Fort Worth	TX	76102	9/2/2020
VIELMAN, JOSE C		6200 E SAM HOUSTON PKWY N APT 12304			HOUSTON	TX	77049	9/2/2020
W.W. Grainger, Inc.		401 South Wright Road W4W.R47			Janesville	WI	53546	9/2/2020
William Singmaster		12580 Eliot Street			Broomfield	CO	80020	9/2/2020
William Tyler Moore		211 Dennis Rd			Lipan	TX	76462	9/2/2020
CCC Group, Inc.	c/o Natalie Wilson, Langley and Banack, Inc.	745 E. Mulberry, Suite 700			San Antonio	TX	78212	9/4/2020
EOG Resources, Inc.	Attn. Joshua Eppich, Esq.	Bonds Ellis Eppich Schafer	420 Throckmorton		Fort Worth	TX	76102	9/4/2020

Exhibit A

**Class 6 Voting Parties**  
**Served via First Class Mail**

CreditorName	CreditorNoticeName	Address1	Address2	Address3	City	State	Zip	Service Date
JAIX LEASING COMPANY	BRIAN T. BLACK, GENERAL COUNSEL	C/O FREIGHTCAR AMERICA	125 S. WACKER DRIVE, SUITE 1500		CHICAGO	IL	60606	9/4/2020
Pan American Railway Co.	c/o Heather Potts - Nathan Sommers Jacobs PC	2800 Post Oak Blvd, 61st Fl.			Houston	TX	77056	9/4/2020

## Exhibit B

Exhibit B  
Non-Voting Parties  
Served via First Class Mail

CreditorName	CreditorNoticeName	Address1	Address2	City	State	Zip	Service Date
CONTRERAS, JORGE A		149 VENTURA		EL PASO	TX	79907-7990	8/24/2020
DAVIS, CHARLES ANTHONY	ALLISON S HARTRY	6243 INTERSTATE 10 WEST, SUITE 132		SAN ANTONIO	TX	78201	8/24/2020
First Western Bank & Trust dba Advance Acceptance	Advance Acceptance	100 Prairie Center Drive		Eden Prairie	MN	55344	8/24/2020
FORD MOTOR CREDIT COMPANY LLC	C/O NATIONAL BANKRUPTCY SERVICE CENTER	P.O. BOX 62180		COLORADO SPRINGS	CO	80962	8/24/2020
MUTZ, MICHAEL GLEN		2309 SOUTH 24 ST		HARLINGEN	TX	78550	8/25/2020
Nathan Peterson		9709 Trinity Ct		Granbury	TX	76049	8/25/2020
Jonathan Jones		10512 War Bonnet Dr		Austin	TX	78733	8/28/2020
MURILLO FALCON, ISAAC		PO BOX 465		LUBBOCK	TX	79408	8/28/2020
Brian J. Hecht		PO Box 471248		Fort Worth	TX	76147	9/2/2020
Caterpillar Financial Services Corporation	David H. Leigh	Ray Quinney & Nebeker P.C.	36 South State Street, Suite 1400	Salt Lake City	UT	84111	9/2/2020
COOPER, LATOYA LANE		11300 REGENCY GREEN DR, APT 2605		CYPRESS	TX	77429	9/2/2020
DREW, JOSEPH D		3310 FERRY BOAT LN		GRANBURY	TX	76049	9/2/2020
Hogg Ranch, LLC	Law Office of Chad Smith	8008 Slide Road, Suite 33		Lubbock	TX	79424	9/2/2020
Jolie Tanigawa	Lorraine Gruhn	916 Talbott Lane #2418		Fort Worth	TX	76102	9/2/2020
Key Personnel		710 Paluxy Rd		Granbury	TX	76048	9/2/2020
MCA Connect, LLC	Toby Roberts	8055 E. Tufts Ave, Suite 1300		Denver	CO	80237	9/2/2020
Nathan Peterson		9709 Trinity Ct		Granbury	TX	76049	9/2/2020
PlainsCapital Bank	Holland N. O'Neil	Foley & Lardner LLP	2021 McKinney Avenue, Ste. 1600	Dallas	TX	75201	9/2/2020
PlainsCapital Bank, Agent and Lender	Holland N. O'Neil	Foley and Lardner LLP	2021 McKinney Avenue, Ste. 1600	Dallas	TX	75201	9/2/2020
SafeRack LLC		219 Safety Avenue		Andrews	SC	29510	9/2/2020
Texas Gonzales and Northern Railway	Jack Norman	5430 LBJ Freeway, Suite 1020		Dallas	TX	75240	9/2/2020
Water Cleaning Services LLC	Dena Ryon	7600 WCR116		Midland	TX	79706	9/2/2020
WHEELER, AARON		5206 CO RD 3339		BRUNDIDGE	AL	36010	9/2/2020

## Exhibit C

CreditorName	CreditorNoticeName	Address1	Address2	Address3	City	State	Zip	Service Date
First Western Bank & Trust dba Advance Acceptance	Advance Acceptance	100 Prairie Center Drive			Eden Prairie	MN	55344	8/24/2020
First Western Bank & Trust dba Advance Acceptance	Reagan McLain & Hatch, LLP	William Thomas McLain, Attorney at Law	6510 Abrams Road, Suite 300		Dallas	TX	75231	8/24/2020
First Western Bank & Trust dba Advance Acceptance	Reagan McLain & Hatch, LLP	William Thomas McLain, Attorney at Law	6510 Abrams Road, Suite 300		Dallas	TX	75231	8/24/2020
FORD MOTOR CREDIT COMPANY LLC	Ford Motor Credit Company LLC	Drawer 55-953	P.O. Box 55000		Detroit	MI	48255-0953	8/24/2020
FORD MOTOR CREDIT COMPANY LLC	Wilcox Law, PLLC	Stephen G. Wilcox, Attorney at Law	PO Box 201849		Arlington	TX	76006	8/24/2020
Rotex Global, LLC	Rotex Global, LLC		PO BOX 630317		CINCINNATI	OH	45263-0317	8/24/2020
Schlumberger Technology Corporation	Schlumberger Technology Corporation	Attn Donald Burrett	3600 Briarpark Drive		Houston	TX	77042	8/24/2020
Schlumberger Technology Corporation	Winston & Strawn LLP Attn Carrie Hardman	200 Park Avenue			New York	NY	10017	8/24/2020
Stephen Deandre Dublin	Allison S. Hartry, Attorney	The Morales Firm, PC	6243 Interstate 10 West, Suite 132		San Antonio	TX	78201	8/24/2020
Canon Financial Services, Inc.	CANON FINANCIAL SERVICES, INC.	ATTN IRENE GIUSEPPINI	158 GAITHER DRIVE, SUITE 200		MOUNT LAUREL	NJ	08054	8/25/2020
Schlumberger Technology Corporation	Schlumberger Technology Corporation	Attn Donald Burrett	3600 Briarpark Drive		Houston	TX	77042	8/25/2020
AT&T Mobility II LLC	Diana Atkins Miller, Bankruptcy Representative	4331 Communications Drive # 4W			Dallas	TX	75211	8/28/2020
DDC Ranch Consultings, LLC	Dusty Coulston	P.O. Box 487			Monahans	TX	79756	8/28/2020
DDC Real Estate, LLC	Dusty Coulston	P.O. Box 487			Monahans	TX	79756	8/28/2020
Hogg Ranch, LLC	Dusty Coulston	P.O. Box 487			Monahans	TX	79756	8/28/2020
Marabou Energy Management, LLC	Karl Klanke	450 Gears Rd., Suite 850			Houston	TX	77067	8/28/2020
Marabou Superior Pipeline, LLC	Karl Klanke	450 Gears Rd., Suite 850			Houston	TX	77067	8/28/2020
TWIN EAGLE SAND LOGISTICS, LLC	Norton Rose Fulbright US LLP	Bob B. Bruner	1301 McKinney, Suite 5100		Houston	TX	77010	8/28/2020
Warren Power & Machinery, Inc. d/b/a Warren CAT	c/o Christian Akins, Corporate Credit Manager	P.O. Box 60662			Midland	TX	79711	8/28/2020
Watco Companies, LLC		315 W. 3rd Street			Pittsburg	KS	66762	8/28/2020
Watco Companies, LLC	Zachary David Baden, Associate Attorney	10895 Grandview Drive, Ste. 360			Overland Park	KS	66210	8/28/2020
5269290021578560	JEREMY J BAXA	11155 BRIGGS RD			ATASCOSA	TX	78002	9/2/2020
Ally Bank	Ally Servicing LLC	Heather Lockman, Bankruptcy Coordinator	4000 Lexington Ave. N. Suite 100		Shoreview	MN	55126	9/2/2020
Ally Bank	Payment Processing Center	P.O. Box 78367			Phoenix	AZ	85062-8367	9/2/2020
ATT Capital Services, Inc.	ATT Capital Services, Inc.	Karen A. Cavagnaro	One ATT Way	3A104	Bedminster	NJ	07921	9/2/2020
ATT Capital Services, Inc.	AT&T Capital Services, Inc.	Robert S. Spoczynski	36 S. Fairview Avenue		Park Ridge	IL	60068	9/2/2020
Caterpillar Financial Services Corporation	Caterpillar Financial Services Corporation	Stacy L. Black, Litigation Paralegal	2120 West End Ave.		Nashville	TN	37203	9/2/2020
Caterpillar Financial Services Corporation	Caterpillar Financial Services Corporation	Stacy L. Black, Litigation Paralegal	2120 West End Ave.		Nashville	TN	37203	9/2/2020
CHICO LAND MANAGEMENT, LLC	Thompson & Knight LLP	Attn Tye Hancock	811 Main Street, Suite 2500		Houston	TX	77002	9/2/2020
Danny Easterly	DANNY EASTERLY	2901 5TH AVENUE			FORT WORTH	TX	76110	9/2/2020
DDC Ranch Consultings, LLC	Dusty Coulston	P.O. Box 487			Monahans	TX	79756	9/2/2020
DDC Real Estate, LLC	Dusty Coulston	P.O. Box 487			Monahans	TX	79756	9/2/2020

CreditorName	CreditorNoticeName	Address1	Address2	Address3	City	State	Zip	Service Date
EOG Resources, Inc.	EOG Resources, Inc.	Philip Lamsens, Corporate Counsel	EOG Resources, Inc.	421 West 3rd Street, Suite 300	Fort Worth	TX	76102	9/2/2020
First Western Bank & Trust dba Advance Acceptance	Reagan McLain & Hatch, LLP	William Thomas McLain, Attorney at Law	6510 Abrams Road, Suite 300		Dallas	TX	75231	9/2/2020
Fort Worth & Western Railroad Company	Fort Worth & Western Railroad Company	Kevin Erasmus	6300 Ridglea Place, Suite 1200		Fort Worth	TX	76116	9/2/2020
Fort Worth & Western Railroad Company	Fort Worth & Western Railroad Company	P.O. Box 122269			Fort Worth	TX	76121	9/2/2020
GBH Properties, LLC	GBH Properties, LLC	3821 Collinwood			Fort Worth	TX	76107	9/2/2020
GHMR II, LLC	GHMR II, LLC	1311 Ranchers Legacy Trail			Fort Worth	TX	76126	9/2/2020
GHMR Operations, LLC	GHMR Operations, LLC	1311 Ranchers Legacy Trail			Fort Worth	TX	76126	9/2/2020
Hogg Ranch, LLC	Dusty Coulston	P.O. Box 487			Monahans	TX	79756	9/2/2020
Hogg Ranch, LLC	Dusty Coulston	P.O. Box 487			Monahans	TX	79756	9/2/2020
JAIX LEASING COMPANY	KELLEY DRYE WARREN LLP	KRISTIN S. ELLIOTT	101 PARK AVENUE		NEW YORK	NY	10178	9/2/2020
Lavicky Sand Company, Inc.	Davis Business Law, P.L.L.C.	525 W. Maine St.			Enid	OK	73701	9/2/2020
Lhoist North America of Texas, LLC	Lhoist North America	PO Box 985004			Fort Worth	TX	76185-5004	9/2/2020
M&J Partnership, Ltd.	M&J Partnership, Ltd.	1311 Ranchers Legacy Trail			Fort Worth	TX	76126	9/2/2020
MCA Connect, LLC	Davis Graham and Stubbs LLP	Chris Richardson	1550 17th Street, Suite 500		Denver	CO	80202	9/2/2020
MP Systems Company	MP Systems Company	David Corley	11407 Strang Line Road		Lenexa	KS	66215	9/2/2020
Pac-Van, Inc.	Pac-Van, Inc.	75 Remittance Drive	#3300		Chicago	IL	60675	9/2/2020
Pac-Van, Inc.	Pac-Van, Inc.	Mike Hill	99155 Harrison Park Court		Indianapolis	IN	46216	9/2/2020
Pan American Railway Co.	c/o Heather Potts	Nathan Sommers Jacobs PC	2800 Post Oak Blvd, 61st Fl.		Houston	TX	77056	9/2/2020
PlainsCapital Bank	PlainsCapital Bank, N.A.	Tony Fernandez, Executive Vice President / Special Assets Manager	325 North St. Paul	Republic Center, Suite 800	Dallas	TX	75201	9/2/2020
PlainsCapital Bank	PlainsCapital Bank, N.A.	Tony Fernandez, Executive Vice President / Special Assets Manager	325 North St. Paul	Republic Center, Suite 800	Dallas	TX	75201	9/2/2020
PlainsCapital Bank, Agent and Lender	PlainsCapital Bank	Tony Fernandez, Executive Vice President / Special Assets Manager	325 North St. Paul, Republic Center, Suite 800		Dallas	TX	75201	9/2/2020
PlainsCapital Bank, Agent and Lender	PlainsCapital Bank	Tony Fernandez, Executive Vice President / Special Assets Manager	325 North St. Paul, Republic Center, Suite 800		Dallas	TX	75201	9/2/2020
SEQUITUR PERMIAN, LLC	Braden Merrill, Vice President and CFO	2050 W. Sam Houston Pkwy., Suite 1850			Houston	TX	77042	9/2/2020
SEQUITUR PERMIAN, LLC	Hoover Slovacek LLP	Melissa A. Haselden	5051 Westheimer St Suite 1200		Houston	TX	77056	9/2/2020
SITECH Texoma, Inc.	SITECH Texoma, Inc.	c/o Christian Akins, Corporate Credit Manager	PO Box 60662		Midland	TX	79711	9/2/2020
THE ANDERSONS, INC.	Benesch, Friedlander, Coplan & Aronoff LLP	Attn Jennifer Hoover, Esq.	1313 North Market Street, Suite 1201		Wilmington	DE	19801	9/2/2020
TRINITY INDUSTRIES LEASING COMPANY	TRINITY INDUSTRIES LEASING CO.	ATTN THOMAS JARDINE AND SCOTT EWING	2525 STEMMONS FREEWAY		DALLAS	TX	75207	9/2/2020
United Electric Cooperative Services, Inc.	United Cooperative Services	P.O. Box 961079			Fort Worth	TX	76161-0079	9/2/2020
United Electric Cooperative Services, Inc.	United Electric Cooperative Services, Inc.	Landy Bennett, Chief Administrative Officer	P.O. Box 290		Stephenville	TX	76401	9/2/2020

**Exhibit 22**



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.,<sup>1</sup> § Case No. 20-42002 (ELM)  
§  
Debtors. § Jointly Administered

**SUPPLEMENTAL CERTIFICATE OF SERVICE**

1. I, Heather Fellows, depose and say that I am employed by Kurtzman Carson Consultants LLC (“KCC”), the claims, noticing and solicitation agent for the Debtors in the above-captioned case. I submit this Supplemental Certificate in connection with the service of solicitation materials for the *Second Amended Joint Plan of Reorganization of Vista Proppants and Logistics, LLC, et al., Pursuant to Chapter 11 of the Bankruptcy Code* [Docket No. 401] (the “**Plan**”). I am over the age of 18 and not a party to this action. Except as otherwise noted, I could and would testify to the following based upon my personal knowledge.

2. On June 12, 2020, the Court entered the *Order Granting Debtors’ Emergency Application for Authorization to Retain and Employ Kurtzman Carson Consultants LLC as Claims, Noticing and Solicitation Agent* [Docket No. 70].

3. Consistent with its retention as claims, noticing and solicitation agent, KCC is charged with, among other things, the duty of printing and distributing Solicitation Packages<sup>2</sup> to creditors and other interested parties pursuant to the solicitation and voting procedures included in the *Order Granting Debtors’ Motion for Entry of an Order (I) Approving the Disclosure Statement, (II) Fixing a Record Date, (III) Approving Cure Procedures, (IV) Approving Solicitation Procedures, (V) Approving Form of Ballot and Establishing Notice and Objection Procedures with Respect to Confirmation of the Debtors’ Chapter 11 Plan of Reorganization* [Docket No. 405] (the “**Disclosure Statement Approval Order**”) which the Court entered on August 19, 2020.

4. The Solicitation Package consists of the following materials (the “**Solicitation Package**”):

- a. the *Notice of (I) Approval of Disclosure Statement; (II) Establishment of Voting Record Date; (III) Approving Cure Procedures; (IV) Hearing on Confirmation of the Chapter 11 Plan of the Debtors; (V) Procedures for Objecting to the Confirmation of*

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<sup>1</sup> 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 OpCo”); 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.

<sup>2</sup> Terms not otherwise defined herein shall have the same meanings ascribed to them in the Disclosure Statement Order.



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**DEBTORS' EXHIBIT 22**

*the Plan; and (VI) Procedures and Deadline for Voting on the Plan* [Docket No. 406] (the “**Confirmation Hearing Notice**”);

- b. a customized copy of the appropriate customized Ballot(s) and voting instructions for the voting class in which the creditor is entitled to vote:
  - i. Class 3 Ballot (Term Loan Secured Claims) (“**Class 3 Ballot**”) substantially in the form attached as Exhibit 1 to the Disclosure Statement Order);
  - ii. Class 6 Ballot (General Unsecured Claims) (“**Class 6 Ballot**”) (substantially in the form attached as Exhibit 2 to the Disclosure Statement Order);
- c. a pre-addressed, postage pre-paid return envelope (the “**Return Envelope**”)
- d. Letter from the Official Committee of Unsecured Creditors (the “**Committee Letter**”);
- e. Letter from the Debtors in support of the Plan (the “**Debtors’ Plan Support Letter**”)

5. The package for Non-Voting Classes 1, 2, 4, 5, 7, 8 and 9 (“**Non-Voting Package**”) consists of the following documents:

- a. the Notice of Confirmation Hearing;
- b. the *Notice of Non-Voting Status with Respect to Impaired Classes* (the “**Impaired Non-Voting Status Notice**”) (substantially in the form attached as Exhibit 4 to the Disclosure Statement Approval Order); and
- c. the *Notice of Non-Voting Status with Respect to Unimpaired Classes* (the “**Unimpaired Non-Voting Status Notice**”) (substantially in the form attached as Exhibit 5 to the Disclosure Statement Approval Order)

6. On September 22, 2020, at my direction and under my supervision, employees of KCC caused the Confirmation Hearing Notice to be served per postal forwarding address via First Class Mail to the parties on the service list attached hereto as **Exhibit A**.

Dated: September 25, 2020

/s/ Heather Fellows

Heather Fellows  
KCC  
222 N Pacific Coast Highway, 3rd Floor  
El Segundo, CA 90245  
Tel 310.823.9000

## Exhibit A

CreditorName	CreditorNoticeName	Address	City	State	Zip
Beazley Group	Attn TMB Claims Group	45 Rockefeller Plz Fl 16	New York	NY	10111-0100
Esparza Jr, Alfonso		13167 Pocklington Rd	El Paso	TX	79928-6309
Joe Garcia		600 Sams St	Taylor	TX	76574-3010
Rodrigo Mendoza		7900 Viscount Blvd Apt 190	El Paso	TX	79925-5729
Sutherland, Jimmy Lee		4601 Forrest Dr Apt 901	Carlsbad	NM	88220-8117
Taylor, Carly Danielle		PO Box 301	Claflin	KS	67525-0301

**Exhibit 23**

Stephen M. Pezanosky  
State Bar No. 15881850  
Matthew T. Ferris  
State Bar No. 24045870  
David L. Staab  
State Bar No. 24093194  
HAYNES AND BOONE, LLP  
301 Commerce Street, Suite 2600  
Fort Worth, TX 76102  
Telephone: 817.347.6600  
Facsimile: 817.347.6650  
Email: stephen.pezanosky@haynesboone.com  
Email: matt.ferris@haynesboone.com  
Email: david.staab@haynesboone.com

**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., <sup>1</sup>	§	Case No. 20-42002-ELM-11
	§	
Debtors.	§	Jointly Administered

**NOTICE OF PUBLICATION**

**PLEASE TAKE NOTICE** that pursuant to the *Order Granting Debtors' Motion for Entry of an Order (I) Approving the Disclosure Statement, (II) Fixing a Record Date, (III) Approving Cure Procedures, (IV) Approving Solicitation Procedures, (V) Approving Form of Ballot and Establishing Voting Procedures, and (VI) Establishing Notice and Objection Procedures with Respect to Confirmation of the Debtors' Chapter 11 Plan of Reorganization* [Docket No. 405], a condensed form of the *Notice of (I) Approval of Disclosure Statement; (II) Establishment of Voting Record Date; (III) Approving Cure Procedures; (IV) Hearing on*

---

<sup>1</sup> 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.



*Confirmation of the Chapter 11 Plan of the Debtors; (V) Procedures for Objecting to Confirmation of the Plan; and (VI) Procedures and Deadline for Voting on the Plan* [Docket No. 406], was published in the September 3, 2020 national edition of USA Today, as evidenced by the Verification of Publication attached hereto as **Exhibit “A”**.

DATED this 3rd day of September, 2020.

**HAYNES AND BOONE, LLP**

By: /s/ David L. Staab  
Stephen M. Pezanosky  
State Bar No. 15881850  
Matthew T. Ferris  
State Bar No. 24045870  
David L. Staab  
State Bar No. 24093194  
301 Commerce Street, Suite 2600  
Fort Worth, TX 76102  
Telephone: 817.347.6600  
Facsimile: 817.347.6650  
Email: stephen.pezanosky@haynesboone.com  
Email: matt.ferris@haynesboone.com  
Email: david.staab@haynesboone.com

**ATTORNEYS FOR DEBTORS**

**EXHIBIT "A"**






## VERIFICATION OF PUBLICATION

**COMMONWEALTH OF VIRGINIA  
COUNTY OF FAIRFAX**

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Being duly sworn, Vanessa Salvo says that she is the principal clerk of USA TODAY, and is duly authorized by USA TODAY to make this affidavit, and is fully acquainted with the facts stated herein: on Thursday, September 3, 2020, the following legal advertisement – Vista Proppants and Logistics, LLC was published in the national edition of USA TODAY.

  
Principal Clerk of USA TODAY  
September 3, 2020



# Five years after case of racial profiling

**Wayne Coffey**  
Special to USA TODAY

NEW YORK – James Blake, the newest ESPN commentator at the U.S. Open, was among the most popular American tennis players of his era. The nation’s top collegian coming out of Harvard in 1999, he was ranked as high as No. 4 in the world, defeating Rafael Nadal at the 2005 U.S. Open and following that with an epic five-set quarterfinal against Andre Agassi — just 15 months after he crashed into a net post and broke his neck during a training session.

Next week will mark the fifth anniversary of a more sobering memory for Blake, 40. Waiting outside his midtown Manhattan hotel to get a car service to the Open, Blake, an African-American, was jumped, slammed to the ground and handcuffed by a white plainclothes New York City police officer. Four other officers closed in for support. Police said it was a case of mistaken identity.

New York Mayor Bill de Blasio and Police Commissioner William Bratton apologized to Blake. The officer, James Frascatore, was docked five vacation days as punishment.

USA TODAY’s Wayne Coffey spoke to Blake before he went on the air Tuesday. The interview has been edited and condensed for clarity and length.

**USA TODAY:** You’ve had painful, personal experience with racial profiling and police excess. How do you feel about the events of this spring and summer, and the protests that have followed?

**BLAKE:** I’ve been on a roller coaster. After George Floyd I was so saddened. It was a tragedy. I became even more saddened because I thought it would be just another incident that’s forgotten – two or three news cycles and then people would move on. And then I was encouraged by the protests – by the fact that there was sustained outrage over eight minutes and 43 seconds of kneeling on somebody’s neck, over obvious police brutality.

I wound up doing Zoom calls and virtual events, talking to a lot of young people. I was so encouraged that they want to make a difference.

**USA TODAY:** What other factors make the case resonate?

**BLAKE:** Everyone is home with the pandemic. ... So I think people are actually taking the time to learn, to read the news, to learn about the history of things. People are reconnecting. I think a lot of people started soul searching a little bit, asking themselves, ‘Hey, have I been a little blind to this?’

**USA TODAY:** What about the response to the Jacob Blake shooting in Kenosha, Wisconsin?

**BLAKE:** I’m proud of the (Milwaukee) Bucks for starting this domino effect, getting the whole NBA and WNBA, MLS and MLB involved.

Awareness is good. I was screaming about this five years ago. Colin Kaepernick was screaming about this four years ago. The Black and brown communities have been screaming about this for generations, but now the majority has picked it up and validated it.

**USA TODAY:** Do you really believe there has been a meaningful shift in people’s awareness and attitudes?

**BLAKE:** After Floyd, people are still becoming awakened to the fact that this is still going on. It’s not going away. So that’s great. At this point if you are not aware that for a disproportionate number of Black people the educational system is different, the financial system is different, the opportunities are different, the policing is different, then you are willfully ignorant.

**USA TODAY:** In your sport Naomi Osaka has been in the forefront, refusing to play her semifinal in the Western & Southern Open, then wearing Breonna Taylor’s name on her mask before her first-round (U.S. Open) match. Will this have an impact?

**BLAKE:** Tennis is a predominantly white sport — an international sport. I’m proud of her. She took a stand, and then the ATP, the WTA and the USTA got on board and shut down tennis for a day, and that can have ripple effects all over the world. Now we have to figure out what action can be taken on the tennis side. And that’s up to these players now.

**USA TODAY:** What role can governing bodies and league offices, whether it’s the USTA or the NFL or the NBA, play in making a difference?

**BLAKE:** As much as we want to do as Black people, we need help. ... There’s got to be someone behind the scenes to help.

When you go to a protest and you see that it’s 50 percent white, now there’s going to be some change that can really happen.

**USA TODAY:** What are some big things (that need to happen for change)?

**BLAKE:** The power of police unions. That’s a macro issue that’s not going away anytime soon. They are so strong. Almost nobody gets fired.

**USA TODAY:** There also are good, professional police officers who are doing a hard job well.

**BLAKE:** There are a lot of

police officers who are doing their job the right way, doing great things. ... Maybe if there were more training, there wouldn’t be a need for so many police officers, maybe there wouldn’t be the bad apples.

**USA TODAY:** Would additional training really keep the ‘bad apples’ out?

**BLAKE:** I think there needs to be a sort of reverse engineer-

ing, where we ask: ‘How do we get psychologically the right kind of people to be police officers?’

**USA TODAY:** You talked about how the protests and response of young people gives you hope, but we’ve also seen so-called militias and vigilantes around the country, saying they want to restore law and order.

**BLAKE:** Calling them militias makes it sounds like we’re dealing with muskets in 1776 and they’re trying to overthrow the British. People say they are doing this out of love for their country. ... These people who came to Kenosha over state lines, with guns, they were looking for trouble. If those were young black men, they would be called thugs.

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NOTICES

LEGAL NOTICES

**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.,<sup>1</sup> **Case No. 20-42002-elm11**  
Debtors. **§ Jointly Administered**

**NOTICE OF (I) APPROVAL OF DISCLOSURE STATEMENT; (II) ESTABLISHMENT OF VOTING RECORD DATE; (III) APPROVING CURE PROCEDURES; (IV) HEARING ON CONFIRMATION OF THE CHAPTER 11 PLAN OF THE DEBTOR; (V) PROCEDURES FOR OBJECTING TO CONFIRMATION OF THE PLAN; AND (VI) PROCEDURES AND DEADLINE FOR VOTING ON THE PLAN**

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, (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 (as may be amended, the "Plan").<sup>2</sup>

**Confirmation Hearing.** A hearing (the "Confirmation Hearing") to consider confirmation of the Plan 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, stand, on **September 24, 2020, at 1:30 p.m. Central Time.** The Confirmation Hearing may be continued from time to time by announcing such continuance in open court without further notice to parties in interest, and the Plan may be modified, if necessary, prior to, during, or as a result of the Confirmation Hearing in accordance with the terms of the Plan, without notice to interested parties.

**Additional Information.** Any party wishing to view the Plan, Plan Supplement, Disclosure Statement or the Disclosure Statement Approval Order may view such documents at <http://www.kccl.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.kccl.net/vista/inquiry>.

**Voting Deadline.** All votes to accept or reject the Plan must be received by the Claims and Balloting Agent, Vista Ballot Processing Center, c/o KCC, 222 N. Pacific Coast Highway, Suite 300, El Segundo, CA 90245 on or before **September 17, 2020**. Any failure to follow the voting instructions contained in the Disclosure Statement Approval Order and on the Ballots that will be included in the Solicitation Materials that will be sent to creditors entitled to vote on the Plan may disqualify your Ballot and your vote.

**Objections to Confirmation.** Objections, if any, to the confirmation of the Plan must (a) be in writing; (b) be in the English language; (c) state the name and address of the objecting party and the amount and nature of the claim or interest of such party; (d) state with particularity the basis and nature of any objection to the Plan; and (e) be filed, together with proof of service, with the Court and served so that they are received by the Confirmation Service List (as defined in the Disclosure Statement Approval Order), no later than **September 17, 2020, at 4:00 p.m. Central Time.**

**Third Party Releases.** ARTICLE VIII of the Plan contains release, EXCULPATION, AND INJUNCTION PROVISIONS, AND ARTICLE VIII.D OF THE PLAN CONTAINS A THIRD-PARTY RELEASE. YOU ARE ADVISED TO REVIEW AND CONSIDER THE PLAN CAREFULLY BECAUSE YOUR RIGHTS MAY BE AFFECTED THEREUNDER. ARTICLE VIII of the Plan contains the FOLLOWING RELEASE, EXCULPATION, AND INJUNCTION PROVISIONS:

**Releases by the Debtors (Article VIII.C). Except as provided for in the Plan or the Confirmation Order, pursuant to section 1123(b) of the Bankruptcy Code, for good and valuable consideration, on and after the Effective Date, each Released Party is deemed released and discharged by the Debtors, the Reorganized Debtors, and their Estates from any and all Causes of Action, including any derivative claims, asserted on behalf of the Debtors, that the Debtors, the Reorganized Debtors, or their Estates would have been legally entitled to assert in their own right (whether individually or collectively) or on behalf of the holder of any Claim against, or interest in, a Debtor or other Entity, based on or relating to, or in any manner arising from, in whole or in part, the Debtors, the Debtors' in- or out-of-court restructuring efforts, the Exit Facility, the Chapter 11 Cases, the formulation, preparation, dissemination, negotiation or filing of the Disclosure Statement, the DIP Facility, the Plan, the Exit Facility or any Restructuring Transaction, contract, instrument, release, or other agreement or document created or entered into in connection with the Disclosure Statement, the DIP Facility, the Plan, the Exit Facility, the filing of the Chapter 11 Cases, the pursuit of Confirmation, the pursuit of Consummation, the administration and implementation of the Plan, including the issuance or distribution of securities pursuant to the Plan, or the distribution of property under the Plan or any other related agreement, or upon any other act or omission taking place on or before the Effective Date. Notwithstanding anything to the contrary herein, in the event Class 6 accepts the Plan or the Standing Motion is denied, then the Standing Motion Claims against the Term Loan Secured Parties shall be released pursuant to this Article VIII.C of the Plan. In the event Class 6 does not accept the Plan and the Standing Motion is granted, then the Standing Motion Claims against the Term Loan Secured Parties shall be included in the Litigation Trust Cases of the DIP Facility and shall not be released by the Debtors, the Reorganized Debtors, or their Estates. Notwithstanding anything to the contrary in the foregoing, the releases set forth above do not release obligations of any party or Entity under the Plan, or any document, instrument, or agreement executed to implement the Plan.**

**Releases by Holders of Claims and Interests (Article VIII.D). Except as provided for in the Plan or Confirmation Order, as of the Effective Date, each Released Party is deemed to have released and discharged each Released Party from any and all Causes of Action, whether known or unknown, including any derivative claims, asserted on behalf of the Debtors, that such Entity would have been legally entitled to assert (whether individually or collectively), based on or relating to, or in any manner arising from, in whole or in part, the Debtors, the Debtors' in- or out-of-court restructuring efforts, Intercompany Claims, the Exit Facility, the Chapter 11 Cases, the formulation, preparation, dissemination, negotiation, or filing of the Disclosure Statement, the DIP Facility, the Plan, the Exit Facility, or any Restructuring Transaction, contract, instrument, release, or other agreement or document created or entered into in connection with the Disclosure Statement, the DIP Facility, the Exit Facility, or the Plan, the filing of the Chapter 11 Cases, the pursuit of Confirmation, the pursuit of Consummation, the administration and implementation of the Plan, including the issuance or distribution of securities pursuant to the Plan, or the distribution of property under the Plan or any other related agreement, or upon any other related act or omission, transaction, agreement, event, or other occurrence taking place on or before the Effective Date, except for Causes of Action arising from any act or omission that is determined in a Final Order to have constituted actual fraud, gross negligence, or willful misconduct of such applicable Released Party. Notwithstanding anything to the contrary in the foregoing, the releases set forth above do not release obligations of any party or Entity under the Plan,**

or any document, instrument, or agreement executed to implement the Plan. **Exculpation (Article VIII.E).** Except as provided for in the Plan or Confirmation Order, no Exculpated Party shall have or incur, and each Exculpated Party is released and exculpated from any Cause of Action for any Claim related to any act or omission in connection with, relating to, or arising out of, the Chapter 11 Cases, the formulation, preparation, dissemination, negotiation, or filing of the Disclosure Statement, the DIP Facility, the Exit Facility, the Plan, or any Restructuring Transaction, contract, instrument, release or other agreement or document created or entered into in connection with the Disclosure Statement or the Plan, the filing of the Chapter 11 Cases, the pursuit of Confirmation, the pursuit of Consummation, the administration and implementation of the Plan, including the issuance of securities pursuant to the Plan, or the distribution of property under the Plan or any other related agreement, except for Causes of Action arising from any act or omission that is determined in a Final Order to have constituted actual fraud, gross negligence, or willful misconduct of such applicable Exculpated Party, but in all respects such Entities shall be entitled to reasonably rely upon the advice of counsel with respect to their duties and responsibilities pursuant to the Plan. The Section 1125(e) Protected Parties' have, and upon completion of the Plan shall be deemed to have, participated in good faith and in compliance with the applicable laws with regard to the solicitation of votes and distribution of consideration pursuant to the Plan and, therefore, are not, and on account of such distributions shall not be, liable at any time for the violation of any applicable law, rule, or regulation, or for the solicitation of acceptances or rejections of the Plan or such distributions made pursuant to the Plan. Each of the Section 1125(e) Protected Parties shall be entitled to and granted the protections and benefits of section 1125(e) of the Bankruptcy Code.

**Injunction (Article VIII.F).** Except as otherwise expressly provided in the Plan or for obligations issued or required to be paid pursuant to the Plan or the Confirmation Order, all Entities who have held, hold, or may hold Claims or Interests that have been released, discharged, or are subject to exculpation are permanently enjoined, from and after the Effective Date, from taking any of the following actions against, as applicable, the Debtors, the Reorganized Debtors, the Exculpated Parties, or the Released Parties: (a) commencing or continuing in any manner any action or other proceeding of any kind on account of or in connection with or with respect to any such Claims or Interests; (b) enforcing, attaching, collecting, or receiving by any manner or means any judgment, award, decree, or order against such Entities on account of or in connection with or with respect to any such Claims or Interests; (c) creating, perfecting, or enforcing any encumbrance of any kind against such Entities or the property or the estates of such Entities on account of or in connection with or with respect to any such Claims or Interests; (d) asserting any right of setoff, subrogation, or recoupment of any kind against any obligation due from such Entities or against the property of such Entities on account of or in connection with or with respect to any such Claims or Interests unless such holder has filed a motion requesting the right to perform such setoff on or before the Effective Date, and notwithstanding an indication of a Claim or interest or otherwise that such holder asserts, has, or intends to preserve any right of setoff pursuant to applicable law or otherwise; and (e) commencing or continuing in any manner any action or other proceeding of any kind on account of or in connection with or with respect to any such Claims or Interests released or settled pursuant to the Plan.

Stephen M. Pezanosky, State Bar No. 15881850, Matthew J. Ferris, State Bar No. 24045870, David L. Staab, State Bar No. 24093194, **HAYNES AND BOONE, LLP**, 301 Commerce Street, Suite 2600, Fort Worth, TX 76102, Telephone: 817.347.6600, Facsimile: 817.347.6650, Email: [stephen.pezanosky@haynesboone.com](mailto:stephen.pezanosky@haynesboone.com), [att.matt.ferris@haynesboone.com](mailto:att.matt.ferris@haynesboone.com), Email: [david.staab@haynesboone.com](mailto:david.staab@haynesboone.com), **ATTORNEYS FOR DEBTORS**

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 (02160) ("VPROP"); Lonestar Prospects Management, L.L.C. (8451) ("Lonestar Management"); MAALT Specialized Bulk, LLC (2001) ("Bulk"); Denetz Logistics, LLC (8177) ("Denez"); 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.

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

<sup>1</sup> Under the Plan, "Released Parties" means, except as provided in Article VIII.C of the Plan, collectively, and in each case solely in their capacities as such: (a) the Debtors; (b) the Reorganized Debtors; (c) the Term Loan Lenders; (d) the Term Loan Agent; (e) the DIP Lenders; (f) the DIP Agent; (g) the Exit Lenders; (h) the Exit Agent; and (i) with respect to each of the foregoing entities in clauses (a) through (h), such Entity's current and former affiliates and subsidiaries, and such Entities' and their current and former affiliates' and subsidiaries' directors, managers, officers, equity holders (regardless of whether such interests are held directly or indirectly), predecessors, successors, and assigns, subsidiaries, and each of their respective current and former equity holders (regardless of whether such interests are held directly or indirectly), officers, directors, managers, principals, members, employees, agents, advisors, advisory board members, financial advisors, partners, attorneys, accountants, investment bankers, consultants, representatives, and other professionals, in each case acting in such capacity at any time on or after the Petition Date; *provided, however*, that notwithstanding the foregoing, R.J. Sikes, Gary Humphreys, Marty Robertson, GMHR Operations, LLC, RJ5 Holdings, LLC, KCM Enterprises, LP, the Debtors' equity holders as of the Petition Date, and any entity related to R.J. Sikes, Gary Humphreys, or Marty Robertson, other than the Debtors or the Reorganized Debtors, shall not be "Released Parties" under the Plan.

<sup>2</sup> Under the Plan, "Releasing Parties" means, collectively, (a) the Debtors; (b) the Reorganized Debtors; (c) the Term Loan Lenders; (d) the Term Loan Agent; (e) the DIP Lenders; (f) the DIP Agent; (g) the Exit Lenders; (h) the Exit Agent; (i) all holders of Claims or Interests who either (1) vote to accept or (2) do not opt out of granting the releases set forth in Article VIII of the Plan by returning the opt-out election form to be included with the ballot or notice of non-voting status; and (j) with respect to each of the foregoing entities in clauses (a) through (i), such Entity's current and former affiliates and subsidiaries, and such Entities' and their current and former affiliates' and subsidiaries' current and former directors, managers, officers, equity holders (regardless of whether such interests are held directly or indirectly), predecessors, successors, and assigns, subsidiaries, and each of their respective current and former equity holders (regardless of whether such interests are held directly or indirectly), officers, directors, managers, principals, members, employees, agents, advisors, advisory board members, financial advisors, partners, attorneys, accountants, investment bankers, consultants, representatives, and other professionals, in each case acting in such capacity as such providers; *provided, however*, that notwithstanding the foregoing, the Debtors' current equity holders, including Gary Humphreys and Marty Robertson shall not be "Releasing Parties" under the Plan.

<sup>3</sup> Under the Plan, "Exculpated Party" means collectively, and in each case, in its capacity as such: (a) the Debtors; (b) Reorganized Debtors; (c) any official committees appointed in the Chapter 11 Cases and each of their respective members; (d) such Released Parties that are fiduciaries to the Debtors' Estates; and (e) with respect to each of the foregoing, such Entity and its current and former affiliates, and such Entity's and its current and former affiliates' equity holders, subsidiaries, officers, directors, managers, principals, members, employees, agents, advisors, advisory board members, financial advisors, partners, attorneys, accountants, investment bankers, consultants, representatives, and other professionals, in each case acting in such capacity at any time on or after the Petition Date.

<sup>4</sup> Under the Plan, "Section 1125(e) Protected Parties" means the Exculpated Parties and such Released Parties that are fiduciaries other than the Debtors' Estates.

**IN THE UNITED STATES BANKRUPTCY COURT FOR THE DISTRICT OF DELAWARE**

In re: **Chapter 11**  
**BLUESTEM BRANDS, INC., et al.,<sup>1</sup>** **Case No. 20-10566 (MFV)**  
**Debtors.** **§ Jointly Administered**

**NOTICE OF (I) ENTRY OF ORDER APPROVING THE DEBTORS' DISCLOSURE STATEMENT FOR, AND CONFIRMING, THE DEBTORS' FIRST AMENDED JOINT CHAPTER 11 PLAN PURSUANT TO CHAPTER 11 OF THE BANKRUPTCY CODE, (II) CLOSING OF THE SALE, AND (III) OCCURRENCE OF EFFECTIVE DATE**

**PLEASE TAKE NOTICE** that on August 21, 2020, the Honorable Mary F. Walcott, United States Bankruptcy Judge for the United States Bankruptcy Court for the District of Delaware (the "Court"), entered an order (Docket No. 744) (the "Confirmation Order") confirming the First Amended Joint Chapter 11 Plan of Bluestem Brands, Inc. and its Debtor Affiliates (Docket No. 602) (the "Plan") and approving the Disclosure Statement for the First Amended Joint Chapter 11 Plan of Bluestem Brands, Inc. and its Debtor Affiliates (Docket No. 603) (the "Disclosure Statement") of the above-captioned debtors and debtors in possession (the "Debtors").

**PLEASE TAKE FURTHER NOTICE** that the Debtors and the Buyer consummated the Sale Transaction on August 28, 2020. Each of the conditions precedent to consummation of the Sale Transaction enumerated in the Stalking Horse APA have been satisfied or waived in accordance with the Stalking Horse APA and the Sale Order.

**PLEASE TAKE FURTHER NOTICE** that the Effective Date of the Plan occurred on August 28, 2020. Each of the conditions precedent to consummation of the Plan enumerated in Article IX of the Plan have been satisfied or waived in accordance with the Plan and the Confirmation Order.

**PLEASE TAKE FURTHER NOTICE** that pursuant to the Confirmation Order, the release, discharge, injunction, and exculpation provisions in Article VIII of the Plan are now in full force and effect.

**PLEASE TAKE FURTHER NOTICE** that requests for payment of Professional Fee Claims must be filed and served on the Debtors or Reorganized Debtors by **October 12, 2020**, which is the date 45 days after the Effective Date.

**PLEASE TAKE FURTHER NOTICE** that requests for payment of Administrative Claims other than Professional Fee Claims must be filed and served on the Debtors or Reorganized Debtors by **September 27, 2020**, which is the date 30 days after the Effective Date.

**PLEASE TAKE FURTHER NOTICE** that if you would like copies of the documents included in the Plan, the Plan Supplement, the Confirmation Order, the Disclosure Statement, or any other document filed in these Chapter 11 Cases, you may contact Prime Clerk LLC, the notice, claims, and solicitations agent retained by the Debtors in the Chapter 11 Cases, by: (a) calling the Debtors' restructuring hotline at (877) 429-7544 (domestic toll-free) or (646) 442-5966 (international); (b) visiting the Debtors' restructuring website at: <https://cases.primeclerk.com/bluestem>; or (c) writing to Prime Clerk LLC at the following address: Bluestem Brands, Inc., c/o Prime Clerk c/o Prime Clerk 850, 3rd Avenue, Suite 412, Brooklyn, New York 11232. You may also obtain copies of any pleadings filed in the Chapter 11 Cases for a fee via PACER at: [www.ded.uscourts.gov](http://www.ded.uscourts.gov).

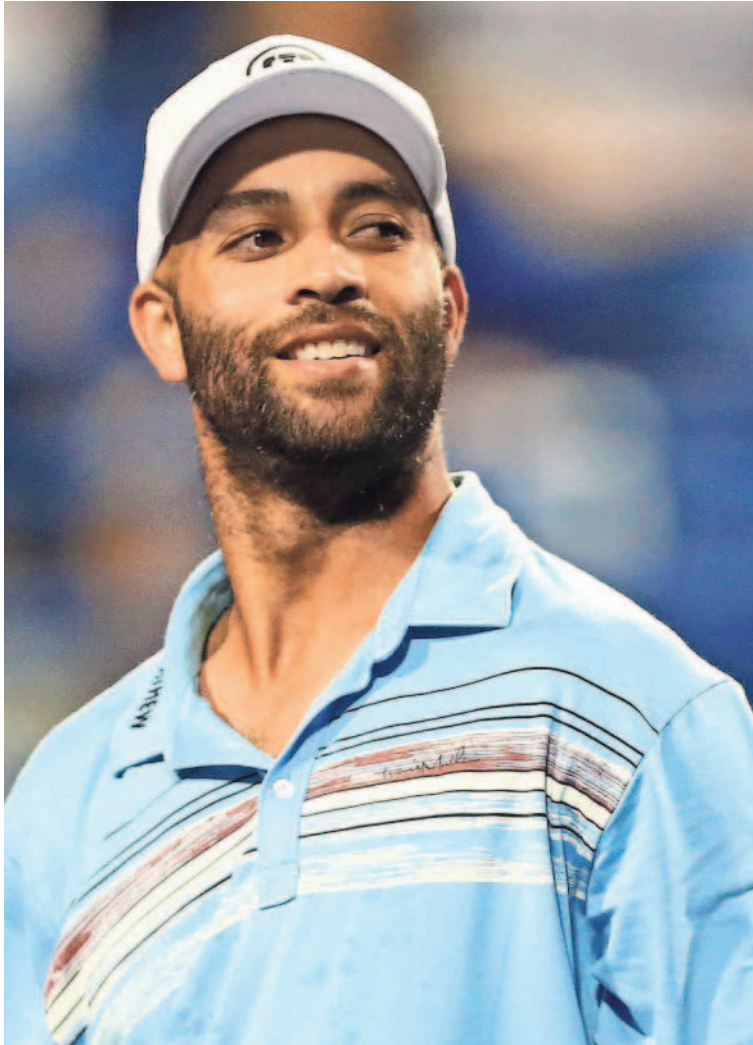
**PLEASE TAKE FURTHER NOTICE** that the Confirmation Order contains other provisions that may affect your rights. You are encouraged to review the Plan and the Confirmation Order in their entirety.

Dated: August 28, 2020, Wilmington, Delaware

*/s/ Joseph M. Mulvihill*, M. Blake Cleary (DE Bar No. 3614), Jaime Luton Chapman (DE Bar No. 4936), Joseph M. Mulvihill (DE Bar No. 6061), **YOUNG CONAWAY STARGATT & TAYLOR, LLP**, Rodney Square, 1000 North King Street, Wilmington, Delaware 19801, Telephone: (302) 571-6600, Facsimile: (302) 571-1253, Email: [mbcleary@ycst.com](mailto:mbcleary@ycst.com), [jchapman@ycst.com](mailto:jchapman@ycst.com), [jmulvihill@ycst.com](mailto:jmulvihill@ycst.com) -and- Edward O. Sassower, P.C. (admitted *pro hac vice*), **KIRKLAND & ELLIS LLP**, **KIRKLAND & ELLIS INTERNATIONAL LLP**, 601 Lexington Avenue, New York, New York 10022, Telephone: (212) 446-4800, Facsimile: (212) 446-4900 -and- Patrick J. Nash, P.C. (admitted *pro hac vice*), W. Benjamin Winger (admitted *pro hac vice*), **KIRKLAND & ELLIS LLP**, **KIRKLAND & ELLIS INTERNATIONAL LLP**, 300 North LaSalle Street, Chicago, Illinois 60654, Telephone: (312) 862-2000, Facsimile: (312) 862-2200, *Co-Counsel for the Debtors and Debtors in Possession*

<sup>1</sup> The Debtors in these chapter 11 cases, along with the last four digits of each Debtor's federal tax identification number, are as follows: Bluestem Brands, Inc. (5164); Appleseed's Holdings, Inc. (9117); Blair LLC (1670); Bluestem Enterprises, Inc. (1237); Bluestem Fulfillment, Inc. (5931); Bluestem Sales, Inc. (1539); Draper's & Damon's LLC (2759); Gold Violin LLC (0873); Habard Company LLC (8496); Home Forever LLC (2324); Johnny Appleseed's, Inc. (5560); Norm Thompson Outfitters LLC (8344); Northstar Holdings Inc. (6823); Orchard Brands Operations (6322); Orchard Brands International, Inc. (8962); Orchard Brands Sales Agency, LLC (8855); Value Showcase LLC (2920); WinterSticks, LLC (0688). The service address for each of the above Debtors is 7075 Flying Cloud Drive, Eden Prairie, Minnesota 55344.

<sup>2</sup> Capitalized terms used but not otherwise defined herein have the meanings ascribed to them in the Plan.



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**Exhibit 24**

**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., <sup>1</sup>	§	Case No. 20-42002 (ELM)
	§	
Debtors.	§	Jointly Administered

**AMENDED CERTIFICATION OF ANGELA M. NGUYEN OF KURTZMAN CARSON  
CONSULTANTS LLC REGARDING TABULATION OF VOTES IN  
CONNECTION WITH THIRD AMENDED JOINT PLAN OF  
REORGANIZATION OF VISTA PROPPANTS AND LOGISTICS, LLC, ET AL.,  
PURSUANT TO CHAPTER 11 OF THE BANKRUPTCY CODE**

I, Angela Nguyen, depose and say under penalty of perjury:

1. I am a Director of Corporate Restructuring, employed by Kurtzman Carson Consultants LLC (“KCC”), whose principal business address is 222 N. Pacific Coast Highway, Suite 300, El Segundo, CA 90245. I am over the age of 18 and not a party to this action.

2. I submit this certification (the “Certification”) with respect to the solicitation of votes and the tabulation of ballots cast on 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. 518] (the “Plan”).<sup>2</sup> Except as otherwise noted, all facts set forth herein are based on my personal knowledge, knowledge that I acquired from individuals under my supervision, and my review of relevant documents. I am authorized to submit this Certification on behalf of KCC. If I were called to testify, I could and would testify competently as to the facts set forth herein.

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<sup>1</sup> 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.

<sup>2</sup> Capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the Plan, as applicable.



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**DEBTORS' EXHIBIT 24**

3. On August 19, 2020, the Court entered an *Order Granting Debtors' Motion for Entry of an Order (I) Approving the Disclosure Statement, (II) Fixing a Record Date, (III) Approving Cure Procedures, (IV) Approving Solicitation Procedures, (V) Approving Form of Ballot and (VI) Establishing Notice and Objection Procedures with Respect to Confirmation of the Debtors' Chapter 11 Plan of Reorganization* (the "Disclosure Statement Approval Order") [Docket No. 405] establishing certain solicitation and voting tabulation procedures.

4. On September 11, 2020, the Court entered an *Order Extending Confirmation and Related Plan Deadlines* (the "Confirmation Extension Order") [Docket No. 503] modifying certain provisions of the Disclosure Statement Approval Order.

5. The Bankruptcy Court authorized KCC's retention as the Debtors' claims, noticing and solicitation agent pursuant to the *Order Granting Debtors' Emergency Application for Authorization to Retain and Employ Kurtzman Carson Consultants LLC as Claims, Noticing and Solicitation Agent* [Docket No. 70] (the "Retention Order"). The Retention Order authorizes KCC to assist the Debtors with, among other things, the service of solicitation materials and tabulation of votes cast to accept or reject the Plan. KCC and its employees have considerable experience in soliciting and tabulating votes to accept or reject chapter 11 plans.

#### **SERVICE AND TRANSMITTAL OF SOLICITATION PACKAGES**

6. On August 20, 2020, KCC caused to be served Solicitation Packages in accordance with the Disclosure Statement Approval Order. A certificate evidencing KCC's service of the foregoing was filed with the Court on August 27, 2020 [Docket No. 439], which more fully describes the solicitation process. As set forth in the supplemental certificate of service dated

September 4, 2020 [Docket No. 470], KCC caused to be served additional Solicitation Packages in accordance with Disclosure Statement Approval Order.

7. In compliance with the Confirmation Extension Order, on September 14, 2020, KCC caused to be served the *Notice of 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* [Docket No. 520] (the “Confirmation Extension Notice”). A certificate evidencing KCC’s service of the foregoing was filed with the Court on September 18, 2020 [Docket No. 546].

8. As set forth in the Confirmation Extension Notice and the Plan, the Plan contains certain modifications to the scope of Released Parties and Exculpated Parties. As a result of such modifications to the Plan, the Debtors made corresponding revisions to the forms of Ballots and opt-out election forms. Pursuant to the Confirmation Extension Notice, holders of applicable Claims and Interests were entitled to obtain and submit a revised Ballot and/or opt-out election form by following the instructions set forth therein. The revised forms of Ballots and opt-out election forms were also made available on the Debtors’ case website: [www.kccllc.net/vista](http://www.kccllc.net/vista).

### **THE TABULATION PROCESS**

9. KCC followed the tabulation procedures in the Disclosure Statement Approval Order to determine which holders of claims were entitled to vote to accept or reject the Plan and to determine voting amounts. Pursuant to the Plan, holders of claims in the following classes (collectively, the “Voting Classes”) were entitled to vote to accept or reject the Plan:

- a. Class 3<sup>3</sup> (Term Loan Secured Claims);
- b. Class 6A (General Unsecured Claims - Vista Proppants and Logistics, LLC);
- c. Class 6B (General Unsecured Claims - VPROP Operating, LLC);
- d. Class 6C (General Unsecured Claims - Lonestar Prospects Management, L.L.C.);
- e. Class 6D (General Unsecured Claims - MAALT Specialized Bulk, LLC);
- f. Class 6E (General Unsecured Claims - Lonestar Prospects, Ltd.);
- g. Class 6F (General Unsecured Claims - Denetz Logistics, LLC); and
- h. Class 6G (General Unsecured Claims - MAALT, LP).

10. KCC relied on the Debtors' *Schedules of Assets and Liabilities* filed by the Debtors on July 23, 2020 (the "Schedules") and the claims information pertaining to the Debtors' Chapter 11 Cases as reflected in KCC's CaseView system in order to identify the holders of claims entitled to vote in the Voting Classes.

11. Using the information outlined above, and with specific guidance and approval from Debtors' advisors, KCC created a voting database reflecting the names, addresses and classifications of claims in the Voting Classes.

12. Using its CaseView voting database, KCC generated Ballots for holders of claims entitled to vote to accept or reject the Plan. The Confirmation Extension Order established September 24, 2020 at 4:00 p.m. (prevailing Central Time) as the deadline for receiving Ballots to accept or reject the Plan (the "Voting Deadline")<sup>4</sup>.

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3 Votes applied to Vista Proppants and Logistics, LLC, VPROP Operating, LLC and Lonestar Prospects, Ltd.

4 KCC understands that the Debtors have agreed to extend the Voting Deadline for certain creditors. In the event that such creditors timely submit ballots prior to the expiration of such extended Voting Deadlines, KCC will supplement and amend this Certification prior to the Confirmation Hearing.

13. KCC received and tabulated Ballots as follows: (a) each returned paper Ballot was opened and inspected at KCC's office; (b) paper Ballots were date and time-stamped upon receipt, and scanned into KCC CaseView; (c) Ballots submitted via electronic mail (whose validity was at the discretion of the Debtors and only counted if consented to by the Debtors) were printed, date and time-stamped upon receipt, and scanned into KCC CaseView; and (d) all Ballots received on or before the Voting Deadline (including, if applicable, any consensual extension of the Voting Deadline) were then entered into KCC CaseView and tabulated in accordance with the tabulation rules outlined in the Disclosure Statement Approval Order.

14. In order for a Ballot to be counted as valid, the Ballot must have been properly completed and executed by the holder of a claim, or such holder's authorized representative, and must have been received on or before the Voting Deadline.

15. On October 1, 2020, a Certification of KCC Regarding Tabulation of Votes was filed [Docket No. 613]. Since that time, KCC has received additional Ballots and opt-out forms from creditors who had extended Voting Deadlines. KCC is filing this Amended Certification to summarize the voting results.

16. Set forth below is an updated summary of the voting results with respect to the Voting Classes tabulated on a consolidated basis:



<b>Total Ballots Received</b>			
<b>Accept</b>		<b>Reject</b>	
<b>Number</b>	<b>Amount</b>	<b>Number</b>	<b>Amount</b>
<b>Class 3 – Term Loan Secured Claims</b>			
13 (100.00%)	\$ 369,512,061.95 (100.00%)	0 (0.00%)	\$0.00 (0.00%)
<b>Class 6A – General Unsecured – Vista Proppants and Logistics, LLC</b>			
26 (56.52%)	\$220,370,645.67 (97.09%)	20 (43.48%)	\$6,616,334.90 (2.91%)
<b>Class 6B – General Unsecured – VPROP Operating, LLC</b>			
13 (100.00%)	\$219,512,061.95 (100.00%)	0 (0%)	\$0.00 (0.00%)
<b>Class 6C – General Unsecured – Lonestar Prospects Management, L.L.C.</b>			
15 (100.00%)	\$219,522,066.94 (100%)	0 (0%)	\$0.00 (0.00%)
<b>Class 6D – General Unsecured – MAALT Specialized Bulk, LLC</b>			
21 (80.77%)	\$219,614,671.42 (99.46%)	5 (19.23%)	\$1,183,851.98 (.54%)
<b>Class 6E – General Unsecured – Lonestar Prospects, Ltd.</b>			
51 (76.12%)	\$254,936,646.00 (99.17%)	16 (23.88%)	\$2,130,957.72 (0.83%)

Accept		Reject	
Number	Amount	Number	Amount
Class 6F – General Unsecured – Denetz Logistics, LLC			
13	\$219,512,061.95	0	\$0.00
(100.00%)	(100.00%)	(0%)	(0.00%)
Class 6G – General Unsecured – MAALT, LP			
27	\$226,090,820.92	7	\$4,966,092.86
(79.41%)	(97.85%)	(20.59%)	(2.15%)

17. The final tabulation of votes cast by timely and properly completed Ballots received by KCC is attached hereto as Exhibit A. The detailed reports for Voting Classes 3, 6A, 6B, 6C, 6D, 6E, 6F and 6G are attached to this Certification as Exhibits A-1, A-2, A-3, A-4, A-5, A-6, A-7 and A-8.

18. A report of any parties in the Voting Classes excluded from the final tabulation, and the reasons for exclusion of such Ballots, is attached hereto as Exhibit B. The Ballots were not tabulated for the following reasons:

- a. Abstain – Ballot is not clearly marked to accept or reject the Plan
- b. Duplicate – Ballot is a duplicate of a counted Ballot
- c. Not eligible to vote – Claim is not eligible to vote

19. In addition, in accordance with the Disclosure Statement Approval Order, KCC reviewed and tabulated the elections recorded on the Ballots received by the Voting Deadline from holders entitled to opt out of the Plan's third party releases, and recorded on opt-out forms that were provided along with a notice of non-voting status to holders not eligible to vote. A report of any

such voting holders that checked the opt-out box on their Ballots is attached hereto as Exhibit C. A report of non-voting holders who returned an opt-out form is attached hereto as Exhibit D. For the avoidance of doubt, this Certification does not certify the validity or enforceability of any opt-out release received and reported on Exhibit C and D hereto, but rather this Certification is providing such information for reporting and informational purposes only.

### **CONCLUSION**

20. To the best of my knowledge, information and belief, I declare under penalty of perjury that the foregoing information concerning the distribution, submission and tabulation of Ballots in connection with the Plan is true and correct. The Ballots received by KCC are stored at KCC's offices and are available for inspection by or submission to this Court.

Dated: October 23, 2020

/s/ Angela M. Nguyen  
Angela M. Nguyen  
KCC  
222 N Pacific Coast Highway, 3rd Floor  
El Segundo, CA 90245  
Tel 310.823.9000

## Exhibit A

## Exhibit A

Class Name	Class Description	Unacceptable Votes	Members Voted	Members Accepted	Members Rejected	Members Abstained	% Members Accepted	% Members Rejected	Total \$ Voted	\$ Accepted	\$ Rejected	\$ Abstained	% \$ Accepted	% \$ Rejected
3	Term Loan Secured Claims - Vista Proppants and Logistics, LLC	0	13	13	0	0	100.00%	0.00%	\$369,512,061.95	\$369,512,061.95	\$0.00	\$0.00	100.00%	0.00%
3	Term Loan Secured Claims - VPROP Operating, LLC	0	13	13	0	0	100.00%	0.00%	\$369,512,061.95	\$369,512,061.95	\$0.00	\$0.00	100.00%	0.00%
3	Term Loan Secured Claims - Lonestar Prospects, Ltd.	0	13	13	0	0	100.00%	0.00%	\$369,512,061.95	\$369,512,061.95	\$0.00	\$0.00	100.00%	0.00%
6A	General Unsecured - Vista Proppants and Logistics, LLC	2	46	26	20	0	56.52%	43.48%	\$226,986,980.57	\$220,370,645.67	\$6,616,334.90	\$0.00	97.09%	2.91%
6B	General Unsecured - VPROP Operating, LLC	0	13	13	0	0	100.00%	0.00%	\$219,512,061.95	\$219,512,061.95	\$0.00	\$0.00	100.00%	0.00%
6C	General Unsecured - Lonestar Prospects Management, L.L.C.	0	15	15	0	0	100.00%	0.00%	\$219,522,066.94	\$219,522,066.94	\$0.00	\$0.00	100.00%	0.00%
6D	General Unsecured - MAALT Specialized Bulk, LLC	0	26	21	5	0	80.77%	19.23%	\$220,798,523.40	\$219,614,671.42	\$1,183,851.98	\$0.00	99.46%	0.54%
6E	General Unsecured - Lonestar Prospects, Ltd.	0	67	51	16	1	76.12%	23.88%	\$257,067,603.72	\$254,936,646.00	\$2,130,957.72	\$13,705.00	99.17%	0.83%
6F	General Unsecured - Denetz Logistics, LLC	0	13	13	0	0	100.00%	0.00%	\$219,512,061.95	\$219,512,061.95	\$0.00	\$0.00	100.00%	0.00%
6G	General Unsecured - MAALT, LP	1	34	27	7	1	79.41%	20.59%	\$231,056,913.78	\$226,090,820.92	\$4,966,092.86	\$323,070.85	97.85%	2.15%

## Exhibit A-1

Date Filed	Ballot No.	Creditor Name	Class	Voting Amount	Date Signed	Vote	Total Votes
09/29/2020	127	AC American Fixed Income IV, L.P.	3 Term Loan Secured Claims	\$41,882,156.95	09/28/2020	Accept	1
09/30/2020	139	AG Energy Funding, LLC	3 Term Loan Secured Claims	\$53,241,772.82	09/29/2020	Accept	1
09/29/2020	128	Ares Capital Corp.	3 Term Loan Secured Claims	\$84,097,793.27	09/28/2020	Accept	1
09/29/2020	129	Ares Capital CP Funding, LLC	3 Term Loan Secured Claims	\$80,714,268.54	09/28/2020	Accept	1
09/29/2020	131	Ares Centre Street Partnership LP	3 Term Loan Secured Claims	\$10,769,554.65	09/28/2020	Accept	1
09/29/2020	130	Federal Insurance Company (DL)	3 Term Loan Secured Claims	\$28,131,207.26	09/28/2020	Accept	1
09/29/2020	134	Great American Insurance Company	3 Term Loan Secured Claims	\$1,337,103.67	09/28/2020	Accept	1
09/29/2020	123	Great American Life Insurance Company	3 Term Loan Secured Claims	\$4,011,311.01	09/24/2020	Accept	1
09/29/2020	132	MSD Credit Opportunity Fund, L.P.	3 Term Loan Secured Claims	\$21,091,785.94	09/29/2020	Accept	1
09/29/2020	126	Premia LVI Ltd.	3 Term Loan Secured Claims	\$4,276,523.51	09/28/2020	Accept	1
09/29/2020	125	SA REAL ASSETS 20 LIMITED (ACCOUNT EII14)	3 Term Loan Secured Claims	\$3,981,540.21	09/28/2020	Accept	1
09/29/2020	124	SC ACM Private Debt Fund L.P.	3 Term Loan Secured Claims	\$10,693,289.37	09/28/2020	Accept	1
09/29/2020	133	SOF Investments II, L.P.	3 Term Loan Secured Claims	\$25,283,754.75	09/29/2020	Accept	1

## Exhibit A-2

Date Filed	Ballot No.	Creditor Name	Class	Voting Amount	Date Signed	Vote	Total Votes
08/31/2020	16	ACE HARDWARE	6A General Unsecured - Vista Proppants and Logistics, LLC	\$2,547.82	08/24/2020	Reject	1
09/10/2020	49	Alliance Source Testing LLC	6A General Unsecured - Vista Proppants and Logistics, LLC	\$7,182.50	09/04/2020	Reject	1
08/31/2020	5	Bruce Lowrie Chevrolet, Inc	6A General Unsecured - Vista Proppants and Logistics, LLC	\$654.12	08/24/2020	Reject	1
09/01/2020	27	CANSERV LLC	6A General Unsecured - Vista Proppants and Logistics, LLC	\$3,615.13	08/25/2020	Reject	1
09/22/2020	61	Cintas Corporation No. 2	6A General Unsecured - Vista Proppants and Logistics, LLC	\$47,167.98	09/18/2020	Accept	1
09/16/2020	56	CRAIG MACKEY	6A General Unsecured - Vista Proppants and Logistics, LLC	\$131,767.00	09/10/2020	Reject	1
09/16/2020	79	DALLAS LITE & BARRICADE INC	6A General Unsecured - Vista Proppants and Logistics, LLC	\$1,026.08	09/08/2020	Reject	1
09/16/2020	74	DEMAND SAFETY, INC.	6A General Unsecured - Vista Proppants and Logistics, LLC	\$5,524.69	09/08/2020	Reject	1
09/16/2020	67	EMPLOYEE HEALTH LOGISTICS, PLLC	6A General Unsecured - Vista Proppants and Logistics, LLC	\$10,979.00	09/10/2020	Reject	1
09/16/2020	68	Employee Health Logistics, PLLC	6A General Unsecured - Vista Proppants and Logistics, LLC	\$40,272.65	09/10/2020	Reject	1
10/19/2020	146	GBH Properties, LLC	6A General Unsecured - Vista Proppants and Logistics, LLC	\$3,069,632.00	10/06/2020	Reject	1
08/31/2020	14	GENERAL STEEL WAREHOUSE, INC	6A General Unsecured - Vista Proppants and Logistics, LLC	\$2,471.89	08/24/2020	Accept	1
09/03/2020	36	GOODFELLOW CORPORATION	6A General Unsecured - Vista Proppants and Logistics, LLC	\$26,809.26	08/28/2020	Accept	1
09/01/2020	23	Hayes & Stolz Ind Mfg Co	6A General Unsecured - Vista Proppants and Logistics, LLC	\$50,000.00	08/26/2020	Accept	1
09/16/2020	78	HORNES, JERRY ALONZO	6A General Unsecured - Vista Proppants and Logistics, LLC	\$1,000.00	09/07/2020	Reject	1
09/08/2020	40	INDUSTRIAL TAX CONSULTING	6A General Unsecured - Vista Proppants and Logistics, LLC	\$45,000.00	08/28/2020	Reject	1
09/21/2020	89	Jewel Spells	6A General Unsecured - Vista Proppants and Logistics, LLC	\$46,907.59	09/14/2020	Reject	1
09/03/2020	37	JOBSINLOGISTICS.COM,INC.	6A General Unsecured - Vista Proppants and Logistics, LLC	\$6,375.01	08/26/2020	Accept	1
09/08/2020	43	Joyce L. Moncrief	6A General Unsecured - Vista Proppants and Logistics, LLC	\$24,937.50	09/01/2020	Reject	1
08/31/2020	12	Kice Industries, Inc.	6A General Unsecured - Vista Proppants and Logistics, LLC	\$4,085.42	08/24/2020	Reject	1
10/19/2020	145	M&J Partnership, Ltd.	6A General Unsecured - Vista Proppants and Logistics, LLC	\$3,069,632.00	10/06/2020	Reject	1
08/31/2020	7	MEDINA GLASS, LLC	6A General Unsecured - Vista Proppants and Logistics, LLC	\$2,158.00	08/24/2020	Reject	1
09/16/2020	63	Michael H Fleet Jr	6A General Unsecured - Vista Proppants and Logistics, LLC	\$487,600.00	09/11/2020	Accept	1
09/18/2020	85	Nathan Peterson	6A General Unsecured - Vista Proppants and Logistics, LLC	\$29,500.00	09/12/2020	Accept	1
09/01/2020	22	Regency Office & Promotional Products	6A General Unsecured - Vista Proppants and Logistics, LLC	\$887.96	08/24/2020	Accept	1
09/21/2020	87	SECURED DOCUMENT SHREDDING, INC.	6A General Unsecured - Vista Proppants and Logistics, LLC	\$228.00	09/16/2020	Accept	1
09/16/2020	64	Steven McCarley	6A General Unsecured - Vista Proppants and Logistics, LLC	\$142,216.00	09/11/2020	Reject	1
09/16/2020	57	TA, PETER TH	6A General Unsecured - Vista Proppants and Logistics, LLC	\$3,498.00	09/04/2020	Accept	1
09/22/2020	104	TD2 Engineering & Surveying	6A General Unsecured - Vista Proppants and Logistics, LLC	\$10,391.64	09/16/2020	Accept	1
09/01/2020	21	Texas Industrial Security, Inc.	6A General Unsecured - Vista Proppants and Logistics, LLC	\$6,637.40	08/27/2020	Reject	1
09/22/2020	98	THE WHITNEY SMITH COMPANY, INC.	6A General Unsecured - Vista Proppants and Logistics, LLC	\$560.00	09/16/2020	Reject	1
09/08/2020	39	Utility Trailer Sales	6A General Unsecured - Vista Proppants and Logistics, LLC	\$3,653.98	09/03/2020	Accept	1
09/21/2020	90	William Singmaster	6A General Unsecured - Vista Proppants and Logistics, LLC	\$190,000.00	09/14/2020	Accept	1
		Term Loan Deficiency Claims (vote deemed consistent with vote submitted with Class 3 Ballot	6A General Unsecured - Vista Proppants and Logistics, LLC	\$219,512,061.95		Accept	13

Date Filed	Ballot No.	Creditor Name	Class	Voting Amount	Date Signed	Vote	Total Votes
		Term Loan Deficiency Claims (vote deemed consistent with vote submitted with Class 3 Ballot	6B General Unsecured - VPROP Operating, LLC	\$219,512,061.95		Accept	13



Date Filed	Ballot No.	Creditor Name	Class	Voting Amount	Date Signed	Vote	Total Votes
09/18/2020	81	Debbie Forester	6C General Unsecured - Lonestar Prospects Management, L.L.C.	\$9,568.00	09/14/2020	Accept	1
09/01/2020	28	PI Supply Company	6C General Unsecured - Lonestar Prospects Management, L.L.C.	\$436.99	08/26/2020	Accept	1
		Term Loan Deficiency Claims (vote deemed consistent with vote submitted with Class 3 Ballot	6C General Unsecured - Lonestar Prospects Management, L.L.C.	\$219,512,061.95		Accept	13

## Exhibit A-5

Date Filed	Ballot No.	Creditor Name	Class	Voting Amount	Date Signed	Vote	Total Votes
09/23/2020	109	American Express Travel Related Services Company, Inc.	6D General Unsecured - MAALT Specialized Bulk, LLC	\$2,087.57	09/14/2020	Accept	1
09/21/2020	92	Chaveras Septic Pump Service	6D General Unsecured - MAALT Specialized Bulk, LLC	\$901.92	09/15/1950	Accept	1
09/16/2020	73	DEMAND SAFETY, INC.	6D General Unsecured - MAALT Specialized Bulk, LLC	\$2,871.09	09/08/2020	Reject	1
09/16/2020	65	Employee Health Logistics, PLLC	6D General Unsecured - MAALT Specialized Bulk, LLC	\$40,272.65	09/10/2020	Reject	1
09/01/2020	30	Executive Inn & Suites	6D General Unsecured - MAALT Specialized Bulk, LLC	\$13,200.00	08/26/2020	Accept	1
09/16/2020	59	ExtenData	6D General Unsecured - MAALT Specialized Bulk, LLC	\$1,500.00	09/14/2020	Accept	1
09/16/2020	58	ExtenData Solutions	6D General Unsecured - MAALT Specialized Bulk, LLC	\$65,920.71	09/14/2020	Accept	1
10/19/2020	148	GHMR Operations, LLC	6D General Unsecured - MAALT Specialized Bulk, LLC	\$1,132,050.24	10/06/2020	Reject	1
09/22/2020	101	M R McGowen LLC dba NAPA Auto Parts	6D General Unsecured - MAALT Specialized Bulk, LLC	\$122.14	09/15/2020	Accept	1
08/31/2020	8	MEDINA GLASS, LLC	6D General Unsecured - MAALT Specialized Bulk, LLC	\$2,158.00	08/24/2020	Reject	1
08/31/2020	13	MISSION RAIL INDUSTRIAL PARK, LLC	6D General Unsecured - MAALT Specialized Bulk, LLC	\$6,500.00	08/25/2020	Reject	1
09/01/2020	34	SOUTHWESTERN PNEUMATIC INC.	6D General Unsecured - MAALT Specialized Bulk, LLC	\$5,977.61	08/27/2020	Accept	1
09/16/2020	70	UniFirst Holdings, Inc.	6D General Unsecured - MAALT Specialized Bulk, LLC	\$12,899.52		Accept	1
		Term Loan Deficiency Claims (vote deemed consistent with vote submitted with Class 3 Ballot	6D General Unsecured - MAALT Specialized Bulk, LLC	\$219,512,061.95		Accept	13

## Exhibit A-6

Date Filed	Ballot No.	Creditor Name	Class	Voting Amount	Date Signed	Vote	Total Votes
09/10/2020	48	Alliance Source Testing LLC	6E General Unsecured - Lonestar Prospects, Ltd.	\$7,182.50	09/04/2020	Reject	1
09/23/2020	107	American Express Travel Related Services Company, Inc.	6E General Unsecured - Lonestar Prospects, Ltd.	\$10,946.94	09/14/2020	Accept	1
09/23/2020	108	American Express Travel Related Services Company, Inc.	6E General Unsecured - Lonestar Prospects, Ltd.	\$482.02	09/14/2020	Accept	1
08/31/2020	11	APB Realty Inc	6E General Unsecured - Lonestar Prospects, Ltd.	\$6,384.07	08/25/2020	Accept	1
09/22/2020	95	Asphalt Equipment Company, Inc. d/b/a ALMix	6E General Unsecured - Lonestar Prospects, Ltd.	\$297,376.72	09/21/2020	Accept	1
09/29/2020	135	Brian J. Hecht	6E General Unsecured - Lonestar Prospects, Ltd.	\$24,850.00		Accept	1
09/29/2020	136	Brian J. Hecht	6E General Unsecured - Lonestar Prospects, Ltd.	\$21,750.00		Accept	1
09/29/2020	137	Brian J. Hecht	6E General Unsecured - Lonestar Prospects, Ltd.	\$38,500.00		Accept	1
08/31/2020	9	Bridges Equipment	6E General Unsecured - Lonestar Prospects, Ltd.	\$34,859.84	08/25/2020	Reject	1
09/03/2020	33	CanServ LLC	6E General Unsecured - Lonestar Prospects, Ltd.	\$3,615.13	08/25/2020	Reject	1
09/24/2020	119	Caterpillar Financial Services Corporation	6E General Unsecured - Lonestar Prospects, Ltd.	\$3,428,578.48	09/24/2020	Accept	1
09/24/2020	120	Caterpillar Financial Services Corporation	6E General Unsecured - Lonestar Prospects, Ltd.	\$191,508.34	09/24/2020	Accept	1
09/24/2020	121	Caterpillar Financial Services Corporation	6E General Unsecured - Lonestar Prospects, Ltd.	\$12,490,670.64	09/24/2020	Accept	1
08/28/2020	1	Cherokee Rental Inc.	6E General Unsecured - Lonestar Prospects, Ltd.	\$2,297.03	08/23/2020	Reject	1
09/01/2020	32	City of Monahans	6E General Unsecured - Lonestar Prospects, Ltd.	\$4,842.71	08/28/2020	Accept	1
08/31/2020	4	Cornerstone Mechanical	6E General Unsecured - Lonestar Prospects, Ltd.	\$809.17	08/25/2020	Reject	1
09/16/2020	75	DEMAND SAFETY, INC.	6E General Unsecured - Lonestar Prospects, Ltd.	\$1,705.27	09/08/2020	Reject	1
09/16/2020	66	DENOYER, BLAKE	6E General Unsecured - Lonestar Prospects, Ltd.	\$221,575.34	09/08/2020	Accept	1
08/31/2020	18	Etech Environmental & Safety Solutions	6E General Unsecured - Lonestar Prospects, Ltd.	\$635.38	08/26/2020	Reject	1
09/10/2020	45	Excel Machinery, Ltd.	6E General Unsecured - Lonestar Prospects, Ltd.	\$67,763.13	08/31/2020	Reject	1
09/08/2020	42	Exhibit Network	6E General Unsecured - Lonestar Prospects, Ltd.	\$205.40	08/31/2020	Accept	1
09/03/2020	35	F.B. McIntire Company, Inc.	6E General Unsecured - Lonestar Prospects, Ltd.	\$11,204.50	08/28/2020	Reject	1
09/16/2020	76	Fort Worth Lite & Barricade	6E General Unsecured - Lonestar Prospects, Ltd.	\$1,026.08	09/08/2020	Reject	1
08/31/2020	15	GENERAL STEEL WAREHOUSE, INC	6E General Unsecured - Lonestar Prospects, Ltd.	\$2,471.89	08/24/2020	Accept	1
10/19/2020	149	GHMR Operations, LLC	6E General Unsecured - Lonestar Prospects, Ltd.	\$1,911,036.68	10/06/2020	Reject	1
09/16/2020	77	INCE, JON DAYEL	6E General Unsecured - Lonestar Prospects, Ltd.	\$41,292.00	09/08/2020	Reject	1
09/24/2020	116	JOHN GOODLETT	6E General Unsecured - Lonestar Prospects, Ltd.	\$25,740.23	09/22/2020	Reject	1
09/24/2020	114	Kristin Whitley	6E General Unsecured - Lonestar Prospects, Ltd.	\$149,353.24	09/24/2020	Accept	1
09/22/2020	96	Lhoist North America of Texas, LLC	6E General Unsecured - Lonestar Prospects, Ltd.	\$116,674.84	09/21/2020	Accept	1
09/22/2020	97	Lhoist North America of Texas, LLC	6E General Unsecured - Lonestar Prospects, Ltd.	\$328,544.07	09/21/2020	Accept	1
09/01/2020	25	Lindamood Heavy Hauling, Inc	6E General Unsecured - Lonestar Prospects, Ltd.	\$13,600.00	08/26/2020	Accept	1
10/19/2020	142	MP SYSTEMS COMPANY	6E General Unsecured - Lonestar Prospects, Ltd.	\$668,740.30	10/19/2020	Accept	1
09/01/2020	29	Mpressed Media LLC	6E General Unsecured - Lonestar Prospects, Ltd.	\$195.00	08/27/2020	Accept	1
09/18/2020	84	Nathan Peterson	6E General Unsecured - Lonestar Prospects, Ltd.	\$20,100.00	09/12/2020	Accept	1
09/01/2020	31	P&I Supply	6E General Unsecured - Lonestar Prospects, Ltd.	\$436.99	08/26/2020	Accept	1
09/24/2020	113	Patrick Browning Washington	6E General Unsecured - Lonestar Prospects, Ltd.	\$65,000.00	09/24/2020	Accept	1
09/10/2020	47	PATTISON SAND COMPANY LLC	6E General Unsecured - Lonestar Prospects, Ltd.	\$42,415.20	09/02/2020	Accept	1
09/01/2020	26	Phoenix Manufacturing	6E General Unsecured - Lonestar Prospects, Ltd.	\$123,376.02	08/25/2020	Accept	1
09/01/2020	19	Pioneer Scale Company, Inc	6E General Unsecured - Lonestar Prospects, Ltd.	\$1,445.93	08/26/2020	Accept	1
09/18/2020	83	Priority Power Management, Inc	6E General Unsecured - Lonestar Prospects, Ltd.	\$5,814.77	08/28/2020	Reject	1
09/23/2020	54	S&S Gate Services, LLC	6E General Unsecured - Lonestar Prospects, Ltd.	\$22,698.46	09/22/2020	Accept	1
09/24/2020	118	Schlumberger Technology Corporation	6E General Unsecured - Lonestar Prospects, Ltd.	\$8,388,533.12	09/23/2020	Accept	1
09/21/2020	94	Secured Document Shredding Inc	6E General Unsecured - Lonestar Prospects, Ltd.	\$114.00	09/16/2020	Accept	1
09/01/2020	20	Sheries Hotshot Services, LLC	6E General Unsecured - Lonestar Prospects, Ltd.	\$300.00	08/28/2020	Accept	1
09/22/2020	99	Sheryl Test (M&R McGowen, LLC Napa Auto Parts)	6E General Unsecured - Lonestar Prospects, Ltd.	\$1,908.71	09/15/2020	Accept	1
08/31/2020	3	Simply Home & Ranch Supply/True Value	6E General Unsecured - Lonestar Prospects, Ltd.	\$904.49	08/24/2020	Reject	1

## Exhibit A-6

Date Filed	Ballot No.	Creditor Name	Class	Voting Amount	Date Signed	Vote	Total Votes
09/21/2020	72	SITECH Texoma, Inc.	6E General Unsecured - Lonestar Prospects, Ltd.	\$6,303.22	09/15/2020	Accept	1
09/22/2020	103	TD 2 Engineering & Surveying	6E General Unsecured - Lonestar Prospects, Ltd.	\$2,431.24	09/16/2020	Accept	1
09/24/2020	115	THE ANDERSONS, INC.	6E General Unsecured - Lonestar Prospects, Ltd.	\$825,473.99	09/23/2020	Accept	1
09/23/2020	111	TRINITY INDUSTRIES LEASING COMPANY	6E General Unsecured - Lonestar Prospects, Ltd.	\$6,743,793.99	09/23/2020	Accept	1
09/17/2020	80	TWIN EAGLE SAND LOGISTICS, LLC	6E General Unsecured - Lonestar Prospects, Ltd.	\$759,649.87	09/15/2020	Accept	1
09/14/2020	50	Uline, Inc	6E General Unsecured - Lonestar Prospects, Ltd.	\$15,071.52		Reject	1
09/21/2020	62	Warren Power & Machinery, Inc. d/b/a Warren CAT	6E General Unsecured - Lonestar Prospects, Ltd.	\$395,121.67	09/15/2020	Accept	1
09/23/2020	55	Water Cleaning Servics LLC	6E General Unsecured - Lonestar Prospects, Ltd.	\$8,231.64	09/22/2020	Accept	1
		Term Loan Deficiency Claims (vote deemed consistent with vote submitted with Class 3 Ballot	6E General Unsecured - Lonestar Prospects, Ltd.	\$219,512,061.95		Accept	13

Date Filed	Ballot No.	Creditor Name	Class	Voting Amount	Date Signed	Vote	Total Votes
		Term Loan Deficiency Claims (vote deemed consistent with vote submitted with Class 3 Ballot	6F General Unsecured - Denetz Logistics, LLC	\$219,512,061.95		Accept	13

## Exhibit A-8

Date Filed	Ballot No.	Creditor Name	Class	Voting Amount	Date Signed	Vote	Total Votes
09/22/2020	102	Aggeo Osio	6G General Unsecured - MAALT, LP	\$3,690.03	09/15/2020	Accept	1
09/23/2020	106	American Express Travel Related Services Company, Inc.	6G General Unsecured - MAALT, LP	\$17,247.59	09/14/2020	Accept	1
09/24/2020	117	BNSF Railway Company	6G General Unsecured - MAALT, LP	\$16,508.18	09/23/2020	Accept	1
08/31/2020	17	Bridges Equipment	6G General Unsecured - MAALT, LP	\$451.56	08/25/2020	Reject	1
09/21/2020	91	Chaveras Septic Pump Service	6G General Unsecured - MAALT, LP	\$291.19	09/15/2020	Accept	1
08/31/2020	10	City of Big Lake	6G General Unsecured - MAALT, LP	\$405.80	08/24/2020	Reject	1
08/31/2020	6	Cornerstone Mechanical	6G General Unsecured - MAALT, LP	\$909.30	08/25/2020	Reject	1
09/16/2020	60	DEMAND SAFETY, INC.	6G General Unsecured - MAALT, LP	\$429.54	09/08/2020	Reject	1
10/19/2020	147	GHMR II, LLC	6G General Unsecured - MAALT, LP	\$561,117.64	10/06/2020	Reject	1
10/19/2020	150	GHMR Operations, LLC	6G General Unsecured - MAALT, LP	\$4,400,018.69	10/06/2020	Reject	1
08/31/2020	2	Hernandez Sanitation	6G General Unsecured - MAALT, LP	\$3,731.39	08/24/2020	Accept	1
09/09/2020	44	ISCO INDUSTRIES LLC	6G General Unsecured - MAALT, LP	\$165.21	09/03/2020	Accept	1
09/21/2020	88	Knox Waste Service	6G General Unsecured - MAALT, LP	\$98.82	09/11/2020	Accept	1
09/21/2020	86	Kristie Wood	6G General Unsecured - MAALT, LP	\$2,911.00	09/15/2020	Accept	1
09/22/2020	100	M & R MCGOWEN, LLC	6G General Unsecured - MAALT, LP	\$402.61	09/15/2020	Accept	1
09/16/2020	69	Madera Valley Water Supply Corporation	6G General Unsecured - MAALT, LP	\$81.15	09/09/2020	Accept	1
09/24/2020	112	Monica Kincheloe	6G General Unsecured - MAALT, LP	\$1,062.00	09/24/2020	Accept	1
09/14/2020	51	Parts Master	6G General Unsecured - MAALT, LP	\$1,356.78	08/31/2020	Accept	1
09/18/2020	82	Texas Air Hydraulic	6G General Unsecured - MAALT, LP	\$2,760.33	09/14/2020	Reject	1
09/16/2020	71	UniFirst Holdings, Inc.	6G General Unsecured - MAALT, LP	\$2,534.42	09/10/2020	Accept	1
09/23/2020	41	WHEELER BROTHERS GRAIN COMPANY, LLC	6G General Unsecured - MAALT, LP	\$6,528,678.60	09/19/2020	Accept	1
		Term Loan Deficiency Claims (vote deemed consistent with vote submitted with Class 3 Ballot)	6G General Unsecured - MAALT, LP	\$219,512,061.95		Accept	13

## **Exhibit B**

**Exhibit B**  
**Non Tabulated Ballots**

Date Filed	Ballot No.	Creditor Name	Class	Voting Amount	Date Signed	Reason for Non Tabulation
09/23/2020	110	CHICO LAND MANAGEMENT, LLC	6G General Unsecured - MAALT, LP	\$323,070.85	09/21/2020	Abstain
09/18/2020	105	Cintas Corporation No.2	6A General Unsecured - Vista Proppants and Logistics, LLC	\$47,167.98	09/18/2020	Unacceptable (Duplicate)
09/10/2020	46	Screening Crushing Solutions	6E General Unsecured - Lonestar Prospects, Ltd.	\$13,705.00	08/30/2020	Abstain
09/14/2020	52	Stephen Deandre Dublin	6A General Unsecured - Vista Proppants and Logistics, LLC	\$0.00	09/09/2020	Unacceptable (Unliquidated claim, not eligible to vote)
09/01/2020	38	Wheeler Brothers Grain Co. LLC	6G General Unsecured - MAALT, LP	\$6,528,678.60	08/27/2020	Unacceptable (Duplicate)



## Exhibit C

Exhibit C  
Voting Holders Opt-Out

Date Filed	Ballot No.	Creditor Name	Class	Voting Amount	Date Signed	Vote	Opt Out of Third Party Release	Ballot Signed?
08/31/2020	16	ACE HARDWARE	6A General Unsecured - Vista Proppants and Logistics, LLC	\$2,547.82	08/24/2020	Reject	Yes	Yes
08/31/2020	9	Bridges Equipment	6E General Unsecured - Lonestar Prospects, Ltd.	\$34,859.84	08/25/2020	Reject	Yes	Yes
08/31/2020	17	Bridges Equipment	6G General Unsecured - MAALT, LP	\$451.56	08/25/2020	Reject	Yes	Yes
09/24/2020	119	Caterpillar Financial Services Corporation	6E General Unsecured - Lonestar Prospects, Ltd.	\$3,428,578.48	09/24/2020	Accept	Yes	Yes
09/24/2020	120	Caterpillar Financial Services Corporation	6E General Unsecured - Lonestar Prospects, Ltd.	\$191,508.34	09/24/2020	Accept	Yes	Yes
09/24/2020	121	Caterpillar Financial Services Corporation	6E General Unsecured - Lonestar Prospects, Ltd.	\$12,490,670.64	09/24/2020	Accept	Yes	Yes
08/28/2020	1	Cherokee Rental Inc.	6E General Unsecured - Lonestar Prospects, Ltd.	\$2,297.03	08/23/2020	Reject	Yes	Yes
09/23/2020	110	CHICO LAND MANAGEMENT, LLC	6G General Unsecured - MAALT, LP	\$323,070.85	09/21/2020	Abstain	Yes	Yes
08/31/2020	10	City of Big Lake	6G General Unsecured - MAALT, LP	\$405.80	08/24/2020	Reject	Yes	Yes
09/16/2020	67	EMPLOYEE HEALTH LOGISTICS, PLLC	6A General Unsecured - Vista Proppants and Logistics, LLC	\$10,979.00	09/10/2020	Reject	Yes	Yes
09/16/2020	68	Employee Health Logistics, PLLC	6A General Unsecured - Vista Proppants and Logistics, LLC	\$40,272.65	09/10/2020	Reject	Yes	Yes
09/16/2020	65	Employee Health Logistics, PLLC	6D General Unsecured - MAALT Specialized Bulk, LLC	\$40,272.65	09/10/2020	Reject	Yes	Yes
10/19/2020	146	GBH Properties, LLC	6A General Unsecured - Vista Proppants and Logistics, LLC	\$3,069,632.00	10/06/2020	Reject	Yes	Yes
10/19/2020	147	GHMR II, LLC	6G General Unsecured - MAALT, LP	\$561,117.64	10/06/2020	Reject	Yes	Yes
10/19/2020	148	GHMR Operations, LLC	6D General Unsecured - MAALT Specialized Bulk, LLC	\$1,132,050.24	10/06/2020	Reject	Yes	Yes
10/19/2020	149	GHMR Operations, LLC	6E General Unsecured - Lonestar Prospects, Ltd.	\$1,911,036.68	10/06/2020	Reject	Yes	Yes
10/19/2020	150	GHMR Operations, LLC	6G General Unsecured - MAALT, LP	\$4,400,018.69	10/06/2020	Reject	Yes	Yes
09/09/2020	44	ISCO INDUSTRIES LLC	6G General Unsecured - MAALT, LP	\$165.21	09/03/2020	Accept	Yes	Yes
08/31/2020	12	Kice Industries, Inc.	6A General Unsecured - Vista Proppants and Logistics, LLC	\$4,085.42	08/24/2020	Reject	Yes	Yes
09/22/2020	96	Lhoist North America of Texas, LLC	6E General Unsecured - Lonestar Prospects, Ltd.	\$116,674.84	09/21/2020	Accept	Yes	Yes
09/22/2020	97	Lhoist North America of Texas, LLC	6E General Unsecured - Lonestar Prospects, Ltd.	\$328,544.07	09/21/2020	Accept	Yes	Yes
10/19/2020	145	M&J Partnership, Ltd.	6A General Unsecured - Vista Proppants and Logistics, LLC	\$3,069,632.00	10/06/2020	Reject	Yes	Yes
08/31/2020	7	MEDINA GLASS, LLC	6A General Unsecured - Vista Proppants and Logistics, LLC	\$2,158.00	08/24/2020	Reject	Yes	Yes
08/31/2020	8	MEDINA GLASS, LLC	6D General Unsecured - MAALT Specialized Bulk, LLC	\$2,158.00	08/24/2020	Reject	Yes	Yes
08/31/2020	13	MISSION RAIL INDUSTRIAL PARK, LLC	6D General Unsecured - MAALT Specialized Bulk, LLC	\$6,500.00	08/25/2020	Reject	Yes	Yes
10/19/2020	142	MP SYSTEMS COMPANY	6E General Unsecured - Lonestar Prospects, Ltd.	\$668,740.30	10/19/2020	Accept	Yes	Yes
08/31/2020	3	Simply Home & Ranch Supply/True Value	6E General Unsecured - Lonestar Prospects, Ltd.	\$904.49	08/24/2020	Reject	Yes	Yes
09/14/2020	52	Stephen Deandre Dublin	6A General Unsecured - Vista Proppants and Logistics, LLC	\$0.00	09/09/2020	Unacceptable	Yes	Yes
09/16/2020	57	TA, PETER TH	6A General Unsecured - Vista Proppants and Logistics, LLC	\$3,498.00	09/04/2020	Accept	Yes	Yes
09/01/2020	21	Texas Industrial Security, Inc.	6A General Unsecured - Vista Proppants and Logistics, LLC	\$6,637.40	08/27/2020	Reject	Yes	Yes
09/17/2020	80	TWIN EAGLE SAND LOGISTICS, LLC	6E General Unsecured - Lonestar Prospects, Ltd.	\$759,649.87	09/15/2020	Accept	Yes	Yes
09/14/2020	50	Uline, Inc	6E General Unsecured - Lonestar Prospects, Ltd.	\$15,071.52		Reject	Yes	Yes

## Exhibit D

**Exhibit D**  
**Non-Voting Opt-Out**

Date Filed	Ballot No.	Creditor Name	Class	Date Signed	Opt Out of Third Party Release	Opt Out Form Signed?
09/29/2020	138	Brian J. Hecht	Unimpaired Claims (Opt Out Form Only)	09/23/2020	No	Yes
09/24/2020	122	Caterpillar Financial Services Corporation	Unimpaired Claims (Opt Out Form Only)	09/24/2020	Yes	Yes
09/14/2020	53	DAVIS, CHARLES ANTHONY	Unimpaired Claims (Opt Out Form Only)	09/09/2020	Yes	Yes
10/20/2020	152	Future New Deal, Ltd.	9 Interests in Vista HoldCo (Opt Out Form Only)	10/16/2020	Yes	Yes
10/19/2020	144	GARY HUMPHREYS	9 Interests in Vista HoldCo (Opt Out Form Only)	10/16/2020	Yes	Yes
10/20/2020	151	GHMR, LLC	9 Interests in Vista HoldCo (Opt Out Form Only)	10/16/2020	Yes	Yes
10/20/2020	153	Lonestar Prospects Holding Company, LLC	9 Interests in Vista HoldCo (Opt Out Form Only)	10/16/2020	Yes	Yes
10/19/2020	143	Martin Robertson	9 Interests in Vista HoldCo (Opt Out Form Only)	10/16/2020	Yes	Yes
09/21/2020	93	MUTZ, MICHAEL GLEN	Unimpaired Claims (Opt Out Form Only)	09/04/2020	No	Yes
10/14/2020	141	PlainsCapital Bank	Unimpaired Claims (Opt Out Form Only)	10/13/2020	Yes	Yes
10/14/2020	140	PlainsCapital Bank, Agent and Lender	Unimpaired Claims (Opt Out Form Only)	10/13/2020	Yes	Yes
08/31/2020	24	XU, QIUNUAN	Unimpaired Claims (Opt Out Form Only)	08/24/2020	No	Yes

**Exhibit 25**

**Reserved**

**Exhibit 26**

**Reserved**

**Exhibit 27**

Stephen M. Pezanosky  
State Bar No. 15881850  
Ian T. Peck  
State Bar No. 24013306  
David L. Staab  
State Bar No. 24093194  
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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, <i>et al.</i> , <sup>1</sup>	§	Case No. 20-42002-ELM-11
	§	
Debtors.	§	Joint Administration Requested

**DECLARATION OF KRISTIN WHITLEY IN SUPPORT OF THE  
DEBTORS' CHAPTER 11 PETITIONS AND FIRST DAY MOTIONS**

Pursuant to 28 U.S.C. § 1746, I, Kristin Whitley, hereby submit this declaration (this "Declaration") under penalty of perjury:

1. I am the Chief Financial Officer ("CFO") of Vista Proppants and Logistics, LLC and each of its direct and indirect subsidiaries (collectively, the "Debtors," "Vista," or the "Company") as debtors and debtors-in-possession in the above-captioned chapter 11 cases (the "Chapter 11 Cases").

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<sup>1</sup> 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 OpCo"); 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. I became involved with Vista in August 2016 when I was hired as Vista's Chief Accounting Officer. Less than a year later, I was promoted to Chief Financial Officer in May 2017. Prior to my employment at Vista, I was an audit senior manager with the public accounting firm Whitley Penn LLP. I began my career with Whitley Penn LLP after graduating from The University of Texas at Austin in 2006 with a BBA in accounting.

3. 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") in the United States Bankruptcy Court for the Northern District of Texas, Fort Worth Division. In order to allow the Debtors to meet necessary obligations and fulfill their duties as debtors in possession, the Debtors filed the motions and applications described in this Declaration (collectively, the "First Day Pleadings"). I am familiar with the contents of each First Day Pleading and believe that the relief sought in each First Day Pleading is necessary to enable the Debtors to operate in Chapter 11 with minimal disruption. I further believe that the relief sought in each First Day Pleading constitutes a critical element in achieving a successful reorganization of the Debtors, and best serves the Debtors' estate and creditors' interests.

4. Except as otherwise indicated, the facts set forth in this Declaration are based upon my personal knowledge of Vista's business, my review of relevant documents, information provided to me or verified by other executives of the Debtors, Vista's professional advisors, including Haynes and Boone, LLP ("Haynes and Boone"), and upon my experience in the energy industry generally. Unless otherwise indicated, the financial information contained in this Declaration is unaudited and subject to change. I was involved with the preparation of the petition and First Day Pleadings. I am authorized to submit this Declaration on behalf of Vista, and if called upon to testify, I will testify competently to the facts set forth herein.

5. This Declaration is organized into three sections. **Part I** describes Vista’s formation and business operations; **Part II** describes Vista’s capital structure; and **Part III** describes the key events that led to the commencement of the Chapter 11 Cases.

## **I. VISTA’S BUSINESS**

### **A. Formation**

6. Vista Proppants and Logistics, LLC is a privately owned limited liability company formed under the laws of the State of Delaware and headquartered in Fort Worth, Texas.<sup>2</sup> Vista’s principal business is producing mine-to-wellhead high-quality, fine-grade frac sand for oil and gas well completion in producing regions in Texas and Oklahoma, including the Permian Basin, Eagle Ford Shale, and the Southern Central Oklahoma Oil Province and the Sooner Trend (oil field) Anadarko (basin), Canadian and Kingfisher (counties) (the “SCOOP/STACK”). Vista currently employs approximately fifty-six individuals. Through its mining operations, Vista is capable of producing high-quality, fine-grade, 40/70-mesh, 100-mesh, and 200-mesh sand, which is marketed as “Texas Premium White” sand.

7. The Debtors began business in 2004 as a trucking entity and expanded over time into a vertically integrated frac sand supplier. The Debtors commenced transloading operations in 2006 and began mining in 2011. In 2012, the Debtors’ added rail service a few miles away from the Cresson Mine (defined below) for direct shipment of sand in-basin.

8. The Debtors’ current organizational structure was established on March 20, 2017, when Vista’s owners completed a transaction in which Lonestar Prospects, Ltd. (“Lonestar Ltd.,”) MAALT, LP (“MAALT”), MAALT Specialized Bulk, LLC (“Bulk”), Denetz Logistics, LLC (“Denetz”), and Lonestar Prospects Management, L.L.C. (“Lonestar Management”) were acquired

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<sup>2</sup> Vista Proppants and Logistics, LLC was previously “Oilfield Sands Holdings, LLC” formed in Delaware on March 10, 2010. The entity legally changed its named to Vista Proppants and Logistics, LLC on June 16, 2017.

by a newly formed holding company, Vista Proppants and Logistics, LLC (the “March 2017 Transaction”).

9. As of the Petition Date, the majority (52.79%) of Vista OpCo is owned by Lonestar Prospects Holdings Company, L.L.C (“Lonestar Holdings”). The remainder of Vista OpCo is owned by the following non-debtor affiliates and investors: FR Sand Holdings, LLC (“First Reserve”) (30.60%), Future New Deal, Ltd. (6.31%), M&J Partnership, Ltd. (6.31%), ARCC VS Corp. (1.77%), Gary Humphreys (“Humphreys”) (1.06%), Marty Robertson (“Robertson”) (1.06%), GHMRC, LLC (“GHMR”) (Series A), Tim Probert (0.05%), Ares Credit Strategies (0.01%), Ares Jasper Fund, L.P. (>.01%), and Ares ND Credit Strategies Fund, LLC<sup>3</sup> (0.05%).

10. Vista OpCo owns, either directly or indirectly, the remainder of the Debtor subsidiaries – VPROP Operating, LLC (“VPROP”); Lonestar Prospects Management, L.L.C. (“Lonestar Management”); Bulk; Denetz Logistics, LLC (“Denetz”); Lonestar Ltd.; and MAALT. An organization ownership chart is attached hereto as Exhibit A.

## **B. Historical Operations**

11. The Debtors operate under the name “Vista Proppants and Logistics.” Vista’s operations are divided into three categories: (1) mining; (2) trucking; and (3) transloading. Vista’s business has historically been conducted through three affiliated entities and their respective subsidiaries: (i) Lonestar Ltd., which is in the business of mining, processing, transporting and selling industrial sand; (ii) MAALT, which specializes in the transloading of sand from rail to truck; and (iii) Bulk, which provides commercial trucking services through its fleet of commercial trucks, trailers and related assets, used in the transportation of frac sand and related commodities

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<sup>3</sup> Ares Credit Strategies, Ares ND Credit Strategies Fund LLC, and Ares Jasper Fund, L.P. are owned by Ares Management, which is also the parent company of Ares Capital Corporation.

and specializes in the implementation of frac sand logistics solutions focused on the transportation of sand from in-basin terminals to the wellhead.

12. Prior to the Petition Date, Vista operated a vertically integrated logistics network consisting of three mines in Texas, eleven transloading terminals in Texas and Oklahoma, three trucking facilities in Texas, and a fleet of approximately 100 “last-mile” transport vehicles. The mines operated by the Debtors are located in Granbury, Texas (the “Cresson Mine”), Tolar, Texas (the “Tolar Mine”), and Kermit, Texas (the “West Texas Mine”). The trucking facilities operated by the Debtors are located in Dilley and Monahans, Texas.

13. As discussed in more detail below, as of the Petition Date, the Debtors are no longer engaging in trucking operations, have substantially reduced transloading operations, and have temporarily shut down their mining operations, other than the minimal operations necessary to preserve equipment and infrastructure.

## **II. CAPITAL STRUCTURE<sup>4</sup>**

14. As of April 20, 2020, Vista’s unaudited balance sheets reflected total assets of approximately \$400 million and total liabilities of approximately \$500 million. The Debtors’ principal assets consist of accounts receivable, inventory, equipment, and fixed assets, including information technology assets and leasehold improvements.

15. Vista’s prepetition debt structure primarily consists of: (i) the Term Loans, (ii) the ABL Debt, and (iii) the MAALT Debt. The Debtors also have outstanding obligations under various lease agreements and owe certain amounts to vendors and other general unsecured creditors.

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<sup>4</sup> This summary is qualified in its entirety by reference to the operative documents, agreements, schedules, and exhibits.

**A. Term Loans**

16. Vista Proppants and Logistics, LLC, VPROP, Ares Capital Corporation, as administrative agent (“Ares” or the “Term Loan Agent”), and certain lenders (the “Term Loan Lenders”) are parties to an Amended and Restated Senior Secured Credit Agreement dated as of November 9, 2017 (as amended, the “Term Loan Agreement”). The Term Loan Agreement provides for a senior secured term loan facility (the “Term Loan Credit Facility”). As of the Petition Date, approximately **\$370,221,721** in principal and prepetition interest is outstanding under the Term Loan Credit Facility (the “Term Loans”).

17. As more specifically described in the various loan documents entered into in connection with the Term Loan Credit Facility, the Term Loans are secured by liens (the “Term Loan Liens”) on substantially all of the assets of VPROP, Lonestar Management, Lonestar Ltd, and Vista Proppants and Logistics, LLC, including Vista Proppants and Logistics, LLC’s equity interests in each of its subsidiaries (collectively, the “Term Loan Collateral”).

18. Under the Term Loan Credit Facility, the Term Loan Lenders agreed to provide a long-term note payable to the Debtors at LIBOR (with a floor of 1.5%) plus 8.5%. Additionally, the Term Loan Credit Facility requires PIK interest equal to 1% of the outstanding principal. The Debtors agreed to repay principal and interest in equal combined installments. The Term Loan Credit Facility was used to fund capital expenditures, including the development of the West Texas Mine and for general corporate purposes. In the absence of default, the Term Loan Credit Agreement matures on August 1, 2021.

**B. ABL Facility**

19. Lonestar Ltd., as borrower, Lonestar Prospects Holding Company, L.L.C., Gary B. Humphreys, Martin W. Robertson, and the other guarantors party thereto, as guarantors, and

PlainsCapital Bank (“PlainsCapital” or the “ABL Lender”), as lender, are parties to an Amended and Restated Loan Agreement dated as of January 12, 2018 (as amended, restated, supplemented, or otherwise modified from time to time, the “ABL Agreement”).<sup>5</sup> The ABL Agreement provides for a senior secured credit facility (the “ABL Facility”) in an amount of up to \$21,959,690.13, subject to certain terms and conditions. As of the Petition Date, approximately **\$15,984,430** in principal and interest is outstanding under the ABL Facility (the “ABL Credit Facility Obligations”).

20. The ABL Credit Facility Obligations are secured by first priority liens (the “ABL Liens”) on accounts receivable and finished sand inventory (“ABL Priority Collateral”), and second priority security interests in substantially all personal property of Lonestar Ltd., as more specifically described in the various loan documents entered into in connection with the ABL Agreement (collectively with the ABL Priority Collateral, the “ABL Collateral”).

21. Pursuant to the ABL Agreement, the ABL Credit Facility Obligations become due and payable in full on June 14, 2020. The ABL Facility bears an interest rate per annum equal to the sum of the prime rate minus 0.5%, subject to a floor rate of 4.75%.

### **C. Intercreditor Agreement**

22. The relative priority of the Term Loan Liens and the ABL Liens is governed by the Amended and Restated Intercreditor Agreement dated November 9, 2017, by and among PlainsCapital, Ares, and the Debtors (the “Intercreditor Agreement”). As more specifically set forth in the Intercreditor Agreement, the Term Loan Liens have first priority with respect to all of

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<sup>5</sup> The ABL Agreement was amended by the First Amendment dated February 20, 2018; the Second Amendment dated June 14, 2018; the Third Amendment dated September 24, 2018; the Fourth Amendment dated November 19, 2019; the Fifth Amendment dated December 31, 2019; and the Sixth Amendment dated May 18, 2020.

the Debtors' assets other than certain accounts receivable, finished sand inventory, general intangibles, and the proceeds of the foregoing.

#### **D. MAALT Facility Obligations**

23. MAALT, and non-debtor GHMR Operations, L.L.C., as borrowers, Denetz, Gary B. Humphreys, Martin W. Robertson, and certain trust guarantors, as guarantors, and PlainsCapital, as lender, are parties to a Loan Agreement dated as of June 15, 2014 (as amended, restated, supplemented, or otherwise modified from time to time, the "MAALT Credit Agreement," and the facility thereunder, the "MAALT Facility"). The MAALT Credit Agreement provided for three term loans: the first term loan in the amount of \$13,826,834, the second term loan in the amount of \$3,850,497, and the third term loan in the amount of \$1,797,500, as well as a senior secured revolving credit facility in the amount of up to \$2 million, subject to certain terms and conditions (collectively, the "MAALT Facility"). As of the Petition Date, approximately **\$3,923,450** in principal and prepetition interest is outstanding under the MAALT Facility (the "MAALT Facility Obligations").

24. The MAALT Facility Obligations are secured by a security interest in certain assets of MAALT, including certain accounts, inventory, equipment, and fixtures, as more specifically described in the various loan documents entered into in connection with the MAALT Facility. The MAALT Facility Obligations are also secured by a security interest of certain assets of non-debtor GHMR Operations, L.L.C. (collectively, the "MAALT Collateral").

#### **F. Capital Leases and Lease Obligations**

25. Vista is a party to various lease agreements in connection with certain equipment, buildings, office equipment, machinery, transload facilities, trucks, including trucks and freightliners, rail cars, storage facilities, real property, and mineral rights. With regard to real

property and mineral rights leases, Vista is the lessee under four large, long-term leases, comprised of two leases in Hood County, Texas; one lease in Tolar, Texas, and one lease in Winkler County, Texas (collectively, the “Mineral Leases”). All of the Mineral Leases require minimum royalty payments in addition to Vista’s annual rent and fees.

## **G. Tax Obligations**

26. In the ordinary course of their businesses, the Debtors collect, remit, withhold, and pay to various taxing authorities and governmental regulatory bodies (collectively, the “Taxing Authorities”) among other taxes, certain sales and use taxes (the “Sales/Use Taxes”), property taxes (the “Property Taxes”), and franchise and/or income taxes (the “Franchise/Income Taxes,” and together with the Sales/Use Taxes and Property Taxes, the “Taxes”).

27. Certain Taxing Authorities require the Debtors to collect from their customers, and/or for the Debtors to pay as a customer, Sales/Use Taxes that are based on a percentage of sales prices. The Debtors estimate that they owe approximately \$10,000 in Sales/Use Taxes relating to periods prior to the Petition Date, all of which will become due within thirty days of the Petition Date.

28. Property Taxes are assessed and become payable in the ordinary course of business and are calculated based on a statutorily-mandated percentage of property value (for both real and personal property). Generally, Property Taxes are due annually, and the timing of payment of Property Taxes varies from jurisdiction to jurisdiction. As of the Petition Date, the Debtors estimate that they owe (i) approximately \$2.2 million in Property Taxes related to the 2019 tax year, including late fees, and (ii) approximately \$1.3 million in Property Taxes that have accrued for the prepetition portion of the 2020 tax year.



29. The Debtors have Franchise/Income Tax obligations they must pay to various state authorities in jurisdictions where the Debtors operate or are authorized to do business. These taxes are assessed annually and are necessary to remain in good standing. The Debtors estimate that they owe approximately \$207,000 in Franchise/Income Taxes relating to periods prior to the Petition Date.

#### **H. General Unsecured Creditors**

30. In addition to the Debtors' outstanding obligations under the Term Loans, the PlainsCapital ABL Facility, the MAALT Facility, and the Lease Obligations, the Debtors also have unsecured debt obligations, including, *inter alia*, amounts owed to trade vendors.

### **III. EVENTS LEADING TO BANKRUPTCY AND PREPETITION RESTRUCTURING INITIATIVES**

#### **A. Events Leading to Bankruptcy**

31. The Debtors' business and financial performance heavily depends on sales generated by a limited customer base—*i.e.* exploration and production companies and oilfield service providers engaged in drilling and well services. The Debtors' financial performance has been negatively affected by an ongoing slump in natural gas and oil commodity prices, which adversely affected the fluctuating demand for frac sand. The Debtors' financial performance has also been adversely impacted by an industry shift towards construction of multiple in-basin sand mines and the use of in-basin sand, which did not materially exist prior to 2017.

32. Vista's financial difficulties are compounded by the COVID-19 pandemic. The effects of this pandemic have taken a significant toll on energy markets and the nation's financial system. The COVID-19 pandemic continues to spread, further affecting exploration and production activity and creating operations challenges due to travel restrictions, social distancing guidelines, business restrictions, local "shelter in place" orders, and other logistical hurdles.

33. The Debtors have also faced internal obstacles and company-specific business challenges. Internal logistics obstacles, geographic shifts in demand, and the Debtors' overall capital structure have resulted in decreased productivity and revenues. The Debtors continue to experience sales declines, resulting in further liquidity pressures. The Debtors' revenue and profitability remain insufficient to support its debt service, working capital, and capital expenditures requirements.

34. To address the financial challenges and the COVID-19 related damage suffered by the Debtors and preserve the going-concern value of their business, the Debtors seek relief from this Court to implement a restructuring of the business in a manner that will be most beneficial to its various creditors.

#### **B. Prepetition Restructuring Initiatives**

35. As a result of the near-cessation of business revenue, the Debtors have engaged in a number of cost savings initiatives, including furloughing employees and shutting down all operations to the minimal extent necessary to preserve the Debtors' ability to recommence business operations in the future. Such minimal operations include activities such as intermittently using, maintaining equipment and infrastructure to ensure that such equipment and infrastructure will remain in good working condition for future use.

36. By furloughing the majority of their employees and moving towards minimal operations, the Debtors were able to significantly reduce operating costs. Despite this reduction, the Debtors have still incurred, and continue to incur, significant costs without the benefit of offsetting sales revenue. The largest costs necessary to preserve the Debtors' assets are the minimum royalty payments required under various leases. Additionally, the Debtors' employees are necessary to preserve the Debtors' ability to recommence business operations in the future.

Furthermore, goods and services from certain vendors will be required throughout the Chapter 11 Cases to ensure the preservation of the Debtors' assets.

37. The Debtors engaged Haynes & Boone and A&M to advise them in exploring various strategic alternatives to right-size and recapitalize their operations and balance sheet. The Debtors have undertaken a review of their business to determine how to address continuing liquidity constraints. As part of this review, the Debtors, their officers, and professionals have considered various operational and strategic options to increase revenue and control costs. The review has also involved an analysis of Vista's relationships with strategic partners, lease expenses, and a number of other components of the business to identify opportunities to re-direct Vista's business to more financially viable outlets to continue providing high-quality frac sand and accompanying services to Vista's loyal customer base.

38. A central component of Vista's review has been a financial analysis to, among other things, restructure its long-term debt with Ares. Vista has been engaged in ongoing negotiations with Ares in an effort to allow Vista to continue its operations in an effort to repay its outstanding obligations.

39. After several months of efforts by the Debtors, with the assistance of their advisors, which included negotiating default/forgiveness agreements with Ares, the Debtors determined that the Debtors did not have sufficient liquidity to operate and meet certain debt service obligations during the remainder of 2020, and therefore required additional sources of financing. Left with no other alternative, the Debtors began to consider a Chapter 11 reorganization process and began engaging in restructuring discussions with the prepetition creditors.

40. I believe that the Chapter 11 Cases will provide the Debtors with the best opportunity to preserve the business as a going concern, make necessary changes to the Debtors'

business plan, eliminate costly contracts and lease obligations, and thereby preserve value for the Debtors' estates.

Pursuant to 28 U.S.C. § 1746, I declare under penalty of perjury that the foregoing Declaration is true and correct.

Dated: June 10, 2020

By: /s/ Kristin Whitley

Name: Kristin Whitley

Title: Chief Financial Officer

**EXHIBIT A**

**Organization Ownership Chart**

