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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

**NOTICE OF FILING OF CLEAN AND REDLINE VERSIONS OF  
REVISED PROPOSED ORDER CONFIRMING THE FOURTH AMENDED  
JOINT PLAN OF REORGANIZATION OF VISTA PROPPANTS AND LOGISTICS,  
LLC, ET AL., PURSUANT TO CHAPTER 11 OF THE BANKRUPTCY CODE**

**PLEASE TAKE NOTICE** that attached hereto as **Exhibit “A”** is the revised proposed  
*Order Confirming the Fourth Amended Joint Plan of Reorganization of Vista Proppants and  
Logistics, LLC, et al., Pursuant to Chapter 11 of the Bankruptcy Code* (the “Confirmation”

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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.



Order”) that will be presented to the Court upon the resumption of the Confirmation Hearing at 4:00 p.m. Central Time on October 27, 2020.

**PLEASE TAKE FURTHER NOTICE** that attached hereto as **Exhibit “B”** is a redline version of the Confirmation Order compared to the version of the Confirmation Order that was filed on October 26, 2020, at Docket No. 690.

DATED this 27th day of October, 2020.

**HAYNES AND BOONE, LLP**

By: /s/ David L. Staab

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**ATTORNEYS FOR DEBTORS**

**Exhibit A**

**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.	§	Jointly Administered

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

On October 27, 2020, the Bankruptcy Court conducted a hearing (the “Confirmation Hearing”) to consider confirmation of the *Fourth Amended Joint Plan of Reorganization of Vista*

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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.

*Proppants and Logistics, LLC, et al., Pursuant to Chapter 11 of the Bankruptcy Code*, dated October 26, 2020 [Docket No. 682] (the “Plan”), filed by Vista Proppants and Logistics, LLC and its debtor affiliates, as debtors and debtors in possession (collectively, the “Debtors”).<sup>2</sup> As referred to herein, the “Plan” shall be the Plan attached hereto as **Exhibit A**, which incorporates modifications referred to herein. Based on the evidence presented at the Confirmation Hearing, including the *Declaration of Gary Barton in Support of Confirmation of the Plan*, dated October 26, 2020 [Docket No. 688] (the “Barton Declaration”), the *Declaration of Sanjiv Shah in Support of Confirmation of the Plan*, dated October 26, 2020 [Docket No. 686] (the “Piper Sandler Declaration”), and the *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] (the “Ballot Certification”), the arguments and representations of counsel on the record at the Confirmation Hearing, the Findings of Fact and Conclusions of Law entered contemporaneously with this Order, and the entire record in the Chapter 11 Cases, the Bankruptcy Court has determined that the Plan satisfies the applicable provisions of the Bankruptcy Code, and should therefore be confirmed. It is therefore ORDERED:

**A. Confirmation of the Plan and Approval of Plan Documents**

1. The Plan is **CONFIRMED** in its entirety under section 1129 of the Bankruptcy Code, and all of the terms and conditions contained in the Plan are **APPROVED** as set forth herein. The Debtors are authorized to implement the Plan in accordance with its terms and conditions as set forth therein and herein.

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<sup>2</sup> Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to such terms in the Plan. The rules of interpretation set forth in Article I.B of the Plan apply to this Order.

2. The Plan Documents (including the Plan Supplement as filed with the Bankruptcy Court, as may be amended through and including the Effective Date) and such other certificates, documents, and instruments that may be necessary or appropriate to effectuate the transactions contemplated thereunder and in the Plan, and the terms and conditions thereof, are **APPROVED**. All of the foregoing materials comply with the terms of the Plan, and the filing and notice of such documents was good and proper and in accordance with the Bankruptcy Code, the Bankruptcy Rules, and Local Bankruptcy Rules, and no other or further notice is or shall be required. The Debtors, with the consent of the Required Consenting Lenders and the Committee, are authorized to make non-material modifications to the Plan Documents through and including the Effective Date in accordance with Bankruptcy Code section 1127 without further order of the Bankruptcy Court to the extent necessary to make any changes required or appropriate to implement, effectuate, and consummate the Plan, the Plan Documents, the terms of this Order, and the transactions respectively contemplated thereunder. The Plan and the Plan Documents have been negotiated in good faith and at arm's length and shall, as of the Effective Date, be immediately effective and enforceable and deemed binding on all parties in interest, including the Debtors, the Reorganized Debtors, the Estates, all holders of Claims and Interests (irrespective of whether or not any such holder of Claims or Interests is Impaired under the Plan, and whether or not such holder voted to accept the Plan), all Entities that are parties to or are subject to the settlement, 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, and in each case, each of their respective affiliates, successors, and assigns. The Debtors and the non-Debtor parties to the Plan

Documents are authorized to execute and deliver the Plan Documents as required and directed by the Plan.

3. All objections, if any, with regard to the Confirmation of the Plan and the relief granted in this Order that have not been withdrawn, waived, settled, or otherwise dealt with as expressly provided herein or on the record at the Confirmation Hearing are hereby **OVERRULED** on the merits, with prejudice. All objections to the entry of this Order or to the relief granted herein that were not timely Filed are hereby forever barred.

4. The Findings of Fact and Conclusions of Law entered contemporaneously with this Order constitute findings of fact and conclusions of law in accordance with Bankruptcy Rule 7052, made applicable to these proceedings by Bankruptcy Rule 9014. All findings of fact and conclusions of law announced by the Bankruptcy Court at the Confirmation Hearing in relation to Confirmation of the Plan, including the Bankruptcy Court's rulings with respect to the Confirmation, are hereby incorporated into this Order. To the extent that any of the following constitute findings of fact or conclusions of law, they are adopted as such. All findings of fact or conclusions of law set forth in this Order (including any findings of fact or conclusions of law announced by the Bankruptcy Court at the Confirmation Hearing and incorporated herein) constitute rulings of the Bankruptcy Court, are part of this Order, and are adopted as such.

**B. Settlement of Claims and Controversies**

5. Pursuant to section 1123(b)(3)(A) of the Bankruptcy Code and Bankruptcy Rule 9019, and in consideration for the Plan Distributions and other benefits provided under the Plan, the provisions of the Plan shall constitute a good faith compromise and settlement of all Claims and controversies relating to the rights that a holder of a Claim or Interest may have with respect to such Claim or Interest or any Plan Distribution on account thereof. The entry of this

Order shall constitute the Bankruptcy Court's approval, as of the Effective Date, of each of the compromises and settlements embodied in the Plan, including the treatment of Claims and Interests under the Plan, and the Bankruptcy Court's finding that all such compromises and/or settlements are: (i) in the best interest of the Debtors, the Estates, the Reorganized Debtors, their respective Creditors and their respective properties and stakeholders; (ii) fair, equitable and within the range of reasonableness; and (iii) satisfy the requirements of Bankruptcy Rule 9019 and section 1123(b)(3)(A). The provisions of the Plan, including, without limitation, the Plan's settlement, compromise, release, injunction, and exculpation provisions, are mutually dependent.

**C. Effects of Confirmation of the Plan**

6. The provisions of the Plan and this Order are binding on all parties in interest in the Chapter 11 Cases, including the Debtors, the Reorganized Debtors, the Estates, all holders of Claims and Interests (irrespective of whether or not any such holder of Claims or Interests is Impaired under the Plan, whether or not such holder voted to accept the Plan, or whether such holder filed a proof of its Claim or Interest), all Entities that are parties to or are subject to the settlement, 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, and in each case, each of their respective agents, heirs, affiliates, successors, and assigns.

7. Upon entry of this Order, the Debtors and their directors, officers, agents, attorneys, and professionals, along with the parties to the Plan Documents, are authorized and directed to effect any and all transactions contemplated or required by the Plan and Plan Documents. On and after the Effective Date, the Debtors and their directors, officers, agents, attorneys, and professionals, along with the parties to the Plan Documents, are authorized and



directed to take all necessary and appropriate steps and corporate action to implement the terms of the Plan and the Plan Documents, regardless of whether such actions are specifically referred to in the Plan or the Plan Documents, without the need for further shareholder, member, director, officer, or any other corporate approvals, or further order of the Bankruptcy Court.

8. Except as otherwise provided by the Plan or this Order, the rights afforded under the Plan and the treatment of Claims and Interests under the Plan are in exchange for and in complete satisfaction, discharge, and release of, all Claims against or Interests in the Debtors or Estate Property (including, without limitation, the Retained Causes of Action and the Litigation Trust Assets) and termination of all Interests (with the exception of the New Equity Interests and Interests in the Debtors other than Vista HoldCo).

9. Except as otherwise provided in the Plan, this Order, or separate Final Order, any and all injunctions or automatic stays provided for in the Chapter 11 Cases under sections 105 and 362 of the Bankruptcy Code, or otherwise, and in existence on the Confirmation Date, shall remain in full force and effect through the Effective Date. All injunctions or stays contained in the Plan or this Order shall remain in full force and effect in accordance with their terms.

10. Except as otherwise provided in section 1141(d)(3) of the Bankruptcy Code, and subject to the occurrence of the Effective Date, on and after the entry of this Order, the provisions of the Plan and this Order shall bind every holder of a Claim against or Interest in any Debtor and inure to the benefit of and be binding on such holder's respective successors and assigns, regardless of whether the Claim or Interest of such holder is impaired under the Plan and whether such holder has accepted the Plan.

**D. Vesting of Assets Free and Clear of Liens and Claims**

11. Except as otherwise provided in the Plan or this Order, all property of the Estate of a Debtor (other than the Litigation Trust Assets which shall be transferred to the Litigation Trust on the Effective Date), and any property acquired by a Debtor or Reorganized Debtor under the Plan, will vest in the applicable Reorganized Debtors, free and clear of all Claims, Liens, charges, other encumbrances, Interests and other interests; provided, however, that (a) any holder of an Allowed Other Secured Claim that is reinstated pursuant to the Plan shall retain any Liens securing such holder's Claim until such Claim has been paid in full, (b) each holder of an Allowed PlainsCapital ABL Secured Claim shall retain its Liens on all ABL Priority Collateral securing such Allowed PlainsCapital ABL Secured Claim until the earlier of payment in full of such Allowed PlainsCapital ABL Secured Claim or receipt by such holder of all ABL Priority Collateral securing such Allowed PlainsCapital ABL Secured Claim in accordance with the Plan, and (c) each holder of an Allowed MAALT Secured Claim shall retain its Liens on all MAALT Priority Collateral securing such Allowed MAALT Secured Claim until the earlier of payment in full of such Allowed MAALT Secured Claim or receipt by such holder of all MAALT Priority Collateral securing such Allowed MAALT Secured Claim in accordance with the Plan.

12. On and after the Effective Date and, in the case of a Secured Claim, upon satisfaction in full of the portion of the Secured Claim that is Allowed as of the Effective Date pursuant to the terms and conditions of the Plan, 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 or the Litigation Trust Causes of Action shall not constitute a waiver or release of such Cause of Action.

13. Notwithstanding anything in the Plan or this Order to the contrary, and except as may be otherwise ordered by the Bankruptcy Court with respect to the Standing Motion Claims, the transfer to the Litigation Trust of the Litigation Trust Causes of Action and the vesting in the Reorganized Debtors of the Retained Causes of Action, in each case free and clear of all Claims, Liens, charges, other encumbrances, Interests and other interests as of the Effective Date, shall not limit or waive the rights of any party to any subsequently commenced Litigation Trust Cause of Action or Retained Cause of Action to assert the same rights, claims and/or defenses that such party could have asserted in such Cause of Action had such Cause of Action been commenced by the Debtors prior to the Effective Date; *provided, however*, that, in the case of Litigation Trust Causes of Action, nothing in this paragraph 13 shall constitute a determination of the merits of any such rights, claims and/or defenses that may be raised against the Litigation Trustee.

**E. Continued Corporate Existence**

14. Except as otherwise provided in the Plan, the Debtors shall continue to exist after the Effective Date as Reorganized Debtors in accordance with the applicable laws of the respective jurisdictions in which they are incorporated or organized and pursuant to the Updated Governance Documents. On or after the Effective Date, the Debtors or Reorganized Debtors, as the case may be, are authorized pursuant to Article IV of the Plan to take any such action as may be necessary or appropriate to effect any transaction described in, approved by, contemplated by, or necessary to effectuate the Plan, including causing: (i) a Reorganized Debtor to be merged into another Reorganized Debtor or an affiliate of a Reorganized Debtor; or (ii) a Reorganized Debtor to be dissolved. The dissolution of Vista HoldCo in accordance with the Plan shall not

terminate or waive any rights, claims, and/or defenses any member, director or officer may have under the Vista HoldCo limited liability agreement in response to any Litigation Trust Cause of Action which may be asserted against such member, director or officer; provided, however, that nothing in this paragraph 14 shall constitute a determination of the merits of any such rights, claims, and/or defenses that may be raised against the Litigation Trustee.

**F. Implementation of the Plan**

15. Pursuant to section 1123(a)(5)(D) of the Bankruptcy Code, on, or, unless specifically provided otherwise herein, prior to the Effective Date, or as soon thereafter as is reasonably practicable, the Debtors or Reorganized Debtors, as applicable, may take all actions as may be necessary or appropriate to effect any transaction described in, approved by, contemplated by, or necessary to effectuate the Plan and the terms of this Order, including (a) the issuance of all securities, notes, instruments, certificates, and other documents required to be issued pursuant to the Plan, and the consummation of one or more corporate transactions, as shall be provided for, described in, or contemplated by the Plan Documents; (b) the actions consistent with or reasonably necessary to implement the terms of the Restructuring Transactions; (c) the execution and delivery of appropriate agreements or other documents containing terms that are consistent with or reasonably necessary to implement the terms of the Plan (including the Plan Documents) and that satisfy the requirements of applicable law; (d) the execution and delivery of appropriate instruments of transfer, assignment, assumption, or delegation of any asset, property, right, liability, duty, or obligation on terms consistent with the terms of the Plan and the Plan Documents and having other terms for which the applicable parties agree; (e) the filing of appropriate certificates or articles of incorporation, reincorporation, merger, consolidation, conversion, amalgamation, arrangement, continuance, or dissolution pursuant to applicable state

or provisional law; and (f) all other actions that the applicable Entities determine to be necessary or appropriate and that are not inconsistent with the Plan or the terms of this Order.

16. All such actions taken or caused to be taken consistent with the terms of this Order and the Plan, including any such actions taken with respect to the Restructuring Transactions prior to the date of entry of the Confirmation Order, shall be deemed to have been authorized and approved by the Bankruptcy Court without further approval, act or action under any applicable law, order, rule or regulation.

17. On the Effective Date, the Reorganized Debtors shall be authorized to enter into the Exit Facility and execute the Exit Facility Documents or any other document necessary to effectuate the Exit Facility, without the need for any further corporate action and without the need for any further corporate or organizational action by or approval of the Bankruptcy Court. As of the Effective Date, upon the granting of Liens in accordance with the Exit Facility Documents, such Liens shall constitute valid, binding, enforceable, and automatically perfected Liens in the collateral specified in the Exit Facility Documents. To the extent provided in the Exit Facility Documents, the holder(s) of Liens under the Exit Facility Documents are authorized to file, with the appropriate authorities, financing statements and other documents, to take possession of or control, or to take any other action in order to evidence, validate and perfect such Liens or security interests. The guarantees, mortgages, pledges, Liens and other security interests granted to secure the obligations arising under the Exit Facility Documents have been granted in good faith, for legitimate business purposes and for reasonably equivalent value, as an inducement to the lenders thereunder to extend credit thereunder, shall be deemed not to constitute a fraudulent conveyance or fraudulent transfer, and shall not otherwise be subject to avoidance, recharacterization or subordination (including equitable subordination) for any

purpose whatsoever under the Bankruptcy Code or applicable non-bankruptcy law, and the priorities of such Liens and security interests shall be as set forth in the Exit Facility Documents.

18. On the Effective Date, the New Parent Company is authorized to issue, or cause to be issued, and shall issue the New Equity Interests, without the need for any further corporate, partnership, limited liability company or shareholder action, pursuant to the Plan.

19. On the Effective Date, the New Parent Company and all the holders of New Equity Interests then outstanding shall be deemed to be parties to the Updated Governance Documents, substantially in the form contained in the Plan Supplement, without the need for execution by any such holder. The Updated Governance Documents shall be binding on the New Parent Company and all parties receiving, and all holders of, New Equity Interests of the New Parent Company; provided, that regardless of whether such parties execute the Updated Governance Documents, such parties will be deemed to have signed the Updated Governance Documents, which shall be binding on such parties as if they had actually signed it.

20. On the Effective Date, except to the extent otherwise provided in the Plan (including the Plan Supplement) or this Order, 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 and any non-Debtor Affiliate 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, securities, and other documentation will have no rights arising from or relating to such instruments, securities, and other documentation, or the cancellation thereof, except the rights provided for pursuant to the Plan (including the Plan Supplement) and this Order.

21. On the Effective Date, (a) each of the DIP Loan Documents and all of the obligations, liabilities, covenants and agreements under the DIP Facility shall be automatically terminated and canceled and have no further force and effect (except for expense, reimbursement, and indemnification obligations and other provisions of the DIP Loan Documents that by their terms survive the termination thereof and except as otherwise provided in the Plan), (b) all Liens, pledges, or other security interests created in favor of the DIP Agent or DIP Lenders in the collateral securing the DIP Facility shall be automatically terminated, released and discharged, (c) each guarantee under the DIP Loan Documents shall be automatically released and discharged, (d) none of the DIP Agent or the DIP Lenders shall have any further obligations or liabilities owing to the Debtors arising out of or relating to the DIP Loan Documents, and (e) the DIP Agent shall be automatically and fully discharged and released from its duties and obligations under the DIP Loan Documents.

**G. Release of Liens**

22. Except as otherwise provided in the Plan or this Order, or any contract, instrument, release or 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.1 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 or after the Effective Date, any holder of such Secured Claim (and the applicable agents for such

holder) shall be authorized and directed to release to the Debtors or Reorganized Debtors, as applicable, any collateral or other property of a 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 required or requested by the Reorganized Debtors to evidence the release of such Lien, including the execution, delivery, and filing or recording of such releases. To the extent any of the foregoing actions, whether arising prior to the Effective Date or thereafter, require action to be taken by the holders or applicable agents for such holders of Secured Claims, the Debtors or Reorganized Debtors, as applicable, shall pay the reasonable and documented fees and expenses of the holders or applicable agents for such holders of such Secured Claims, without the need for any further application or notice to or action, order, or approval of the Bankruptcy Court.

**H. New Board and Officers of the Reorganized Debtors**

23. 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, of the Reorganized Debtors shall be appointed in accordance with the respective Updated Governance Documents. Pursuant to section 1129(a)(5) of the Bankruptcy Code, the Debtors have, to the extent reasonably practicable, disclosed in advance of the Confirmation Hearing the identity and affiliations of any Person proposed to serve on the New Parent Board, as well as those Persons that will serve as an officer of the Reorganized Debtors. To the extent any such director or officer is an “insider” under the Bankruptcy Code, the nature of any compensation to be paid to such director or officer has also been disclosed to the extent reasonably practicable. Such appointment and designation is hereby approved and ratified as being in the best interests of the Debtors and their creditors and consistent with public policy, and such directors and



officers are hereby deemed elected and appointed to serve in their respective capacities as of the Effective Date without further action of the Bankruptcy Court, the Reorganized Debtors or their security holders.

24. Following the Effective Date, the applicable Reorganized Debtors are authorized, but not directed, to enter into new employment agreements with members of the management team subject to approval by the New Parent Board. Except to the extent that a member of the board of managers, directors or similar governing body of a Debtor continues to serve in such capacity on the Effective Date, such members of each Debtor prior to the Effective Date, in their capacities as such, shall have no continuing obligations to the Reorganized Debtors on or after the Effective Date and each such member will be deemed to have resigned or shall otherwise cease to be a manager or director of the applicable Debtor on the Effective Date without any further action required on the part of any such Debtor. Except to the extent that a member of the board of managers, directors or similar governing body of a Debtor continues to serve in such capacity on the Effective Date, the managers, members, or directors of the Debtors serving on and after the Petition Date and immediately prior to the Effective Date shall have no continuing obligations or liability to the Reorganized Debtors on or after the Effective Date and each such manager, member or director will be deemed to have resigned or shall otherwise cease to be a manager, member or director on the Effective Date.

**I. Intercompany Claims**

25. On the Effective Date and without the need for any further corporate action or approval of any board of directors, management, or shareholders of any Debtor or Reorganized Debtor, as applicable, all Intercompany Claims shall, at the option of the Debtors, with the consent of the Required Consenting Lenders, either (a) be Reinstated and unaffected by the Plan

and continue in place following the Effective Date, or (b) cancelled, released, and extinguished without any distribution.

**J. Provisions Related to Executory Contracts**

26. In accordance with Article V of the Plan and except as otherwise provided in the Plan or this Order, effective as of the Effective Date, all Executory Contracts and Unexpired Leases of the Debtors that were not previously assumed or rejected by prior order of the Bankruptcy Court are deemed rejected, other than those Executory Contracts or Unexpired Leases that: (a) previously were assumed or rejected by the Debtors; (b) previously expired or terminated pursuant to their own terms; (c) are specifically designated on the Schedule of Assumed Contracts and Leases filed and served prior to commencement of the Confirmation Hearing (as may be amended or modified in accordance with the Plan); or (d) are subject to a motion to assume Executory Contracts or Unexpired Leases that is pending on the Confirmation Date.

27. Effective as of the Effective Date, the payment of any applicable cure amount, and the resolution of any cure dispute, the entry of this Order by the Bankruptcy Court shall constitute approval of the rejections, assumptions, and assumptions and assignments provided for in the Plan pursuant to sections 365(a) and 1123 of the Bankruptcy Code. Each Executory Contract and Unexpired Lease assumed pursuant to the Plan or by order of the Bankruptcy Court but not assigned to a third party before the Effective Date shall vest in and be fully enforceable by the applicable Reorganized Debtor in accordance with its terms, except as modified by the provisions of the Plan, any order of the Bankruptcy Court authorizing and providing for its assumption, or applicable law.

28. Unless otherwise indicated or provided in a separate order of the Bankruptcy Court, and subject to the Reorganized Debtors' right, with the consent of the Required Consenting Lenders, to alter, amend, modify, or supplement the Schedule of Assumed Contracts and Leases at any time through and including 45 days after the Effective Date in accordance with Article V.A of the Plan, each Executory Contract and Unexpired Lease rejected pursuant to the Plan shall be deemed rejected by the Bankruptcy Court as of the Effective Date.

29. On August 19, 2020, the Debtors filed the *Notice of Cure Procedures* [Docket No. 407] (the "Cure Notice"), identifying the Executory Contracts and Unexpired Leases that may be assumed under the Plan and the cure amounts, if any, necessary to assume such Executory Contracts and Unexpired Leases. On September 19, 2020, the Debtors filed with the Bankruptcy Court the Schedule of Assumed Contracts and Leases [Docket No. 549] identifying Executory Contracts and Unexpired Leases that the Debtors intend to assume pursuant to Article V of the Plan. On October 1, 2020, the Debtors filed with the Bankruptcy Court an amended Schedule of Assumed Contracts and Leases [Docket No. 612]. On October 23, 2020, the Debtors filed a further amended Schedule of Assumed Contracts and Leases [Docket No. 671].

30. With respect to each Executory Contract or Unexpired Lease to be assumed or assumed and assigned by the Debtors, unless otherwise determined by the Bankruptcy Court pursuant to a Final Order or agreed to by the parties thereto prior to the Effective Date, the dollar amount required to cure any defaults of the Debtors existing as of the Confirmation Date shall be the cure amount set forth in the Cure Notice. The cure amount shall be satisfied, under section 365(b)(1) of the Bankruptcy Code, by the Debtors or Reorganized Debtors, as applicable, upon assumption of the relevant Executory Contract or Unexpired Lease. Upon payment in full of the cure amount, any and all proofs of Claim or portions of proof of Claim based solely upon an

Executory Contract or Unexpired Lease that has been assumed in the Chapter 11 Cases or hereunder shall be deemed Disallowed and expunged without any further notice to or action by any party or order of the Bankruptcy Court.

31. Pursuant to the cure procedures provided by the order approving the Disclosure Statement [Docket No. 405] (the “Disclosure Statement Order”), and except as otherwise expressly provided herein, any and all objections to the assumption of any Executory Contract or Unexpired Lease, including, without limitation, any objection to the Debtors’ proposed cure amount or the provision of adequate assurance of future performance pursuant to section 365 of the Bankruptcy Code, were required to be filed with the Bankruptcy Court on or before September 10, 2020 at 4:00 p.m. Central Time (the “Cure Objection Bar Date”). Except as provided in Paragraphs 32 and 33 below, all non-Debtor counterparties to the Executory Contracts and Unexpired Leases failed to timely object to the Debtors’ proposed cure amount or the proposed assumption or assumption and assignment of Executory Contracts and Unexpired Leases and are deemed to have consented to such assumption or cure amount (even if zero dollars (\$0)), and shall be forever barred, estopped, and enjoined from challenging the validity of such assumption or assumption and assignment or the amount of such cure amount.

32. The following objections to the Cure Notice were timely<sup>3</sup> filed: (i) *Lonestar Prop 50, LLC’s Objection to Notice of Cure Procedures* [Docket No. 416] (the “LP50 Cure Objection”); (ii) *Hogg Ranch, LLC’s and DDC Ranch Consulting, LLC’s Objection to Notice of Cure Procedures* [Docket Nos. 427-28] (the “Hogg Ranch Cure Objection”); (iii) *Sequitur Permian, LLC’s Limited Objection to the Assumption of Contracts Listed as Executory in Debtors’ Notice of Cure Procedures* [Docket No. 474, as amended by Docket No. 491] (the

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<sup>3</sup> The Debtors agreed to extend the Cure Objection Bar Date for certain parties.

“Sequitur Cure Objection”); (iv) *EOG Resources, Inc.’s Objection to Notice of Cure Procedures* [Docket No. 487] (the “EOG Cure Objection”); (v) the *Objection of United Electric Cooperative Services, Inc. to Notice of Cure Procedures* [Docket No. 490] (the “United Electric Cure Objection”); (vi) *John Goodlett’s Objection to Notice of Cure Procedures* [Docket No. 493] (the “Goodlett Cure Objection”); (vii) the *Objection of GBH Properties LLC, GHMR II, LLC, and GHMR Operations, LLC to the Debtors’ Notice of Cure Procedures* [Docket No. 494] (the “GHMR Cure Objection”); (viii) the *Objection of Forth Worth & Western Railroad Company to Notice of Cure Procedures* [Docket No. 495] (the “FW&W Cure Objection”); (ix) the *Objection to Assumption of Executory Contract and to Proposed Cure Amount* filed by Texas, Gonzales & Northern Railway Company [Docket No. 533] (the “TXGN Cure Objection” and collectively with the LP50 Objection, the Hogg Ranch Objection, the Sequitur Objection, the EOG Objection, the United Electric Objection, the Goodlett Objection, the GHMR Objection, and the FW&W Objection, the “Cure Objections”). The Debtors also received certain informal cure objections from various counterparties to Executory Contracts and Unexpired Leases. The Debtors have resolved the informal cure objections pursuant to the provisions of this Order.

33. The Debtors have resolved all Cure Objections by: (i) agreeing with the cure amounts asserted in the applicable Cure Objection, (ii) removing the underlying Executory Contracts or Unexpired Leases addressed in the Cure Objection from the Schedule of Assumed Contracts and Leases, or (iii) otherwise addressing the applicable Cure Objection, as follows:

- a. LP50 Cure Objection. The LP50 Cure Objection was withdrawn on September 18, 2020 pursuant to the Withdrawal of Lonestar Prop 50, LLC’s Objection to Notice of Cure Procedures [Docket No. 545]. Additionally, any other term of the Plan or this Order notwithstanding, Lonestar Prop 50, LLC (“Lonestar Prop 50”), and the Debtors and Reorganized Debtors stipulate and agree that the Debtors’ or the Reorganized Debtors’, as applicable, deadline to assume or reject the Mining Agreement (as defined in the LP50 Cure Objection) shall be

extended through and including the date that is sixty (60) days after the Effective Date, but not later than January 4, 2021 (“Assumption Deadline”). If the Reorganized Debtors desire to assume the Mining Agreement, they shall consult with Lonestar Prop 50's counsel. If Lonestar Prop 50 does not oppose the assumption, then Debtors may file a notice of assumption and the Mining Agreement shall be deemed as assumed without further order of the Court. If Lonestar Prop 50 opposes assumption, the Debtors shall file a motion to assume the Mining Agreement. If a notice of assumption or a motion to assume the Mining Agreement is not filed by the Assumption Deadline, the Mining Agreement shall be deemed as rejected without further order of the Court. Until the Mining Agreement is either assumed or rejected, the Debtors and the Reorganized Debtors, as applicable, shall continue to perform their obligations under the Mining Agreement pending the assumption or rejection of the Mining Agreement, and shall continue to make royalty payments to Lonestar Prop 50 as set forth in the Agreed Order Regarding Lonestar Prop 50 LLC's Motion for Payment of Lonestar Prospects, Ltd. d/b/a Vista Sand Ltd.'s Obligations under the Mining Agreement Pursuant to 11 U.S.C. Section 365(d)(3) [Docket No. 291].

Hogg Ranch Cure Objection. Hogg Ranch, LLC and DDC Ranch Consulting, LLC stipulate and agree that the Debtors' or the Reorganized Debtors', as applicable, deadline to assume or reject the Lease Agreement (as defined in the Hogg Ranch Cure Objection) and related contracts shall be extended to November 30, 2020; provided, that the Debtors and the Reorganized Debtors, as applicable, shall continue to perform their obligations under the Lease Agreement pending the Filing by the Debtors or the Reorganized Debtors, as applicable, with the Bankruptcy Court of a notice of assumption or rejection of the Lease Agreement; provided further that Hogg Ranch, LLC and DDC Ranch Consulting, LLC shall retain any setoff and recoupment rights pending further order of the Bankruptcy Court.

- b. Sequitur Cure Objection. The Debtors have resolved the Sequitur Cure Objection by not including any agreements with Sequitur Permian, LLC in the Schedule of Assumed Contracts and Leases.
- c. EOG Cure Objection. EOG Resources, Inc. (“EOG”) stipulates and agrees that the Debtors' or the Reorganized Debtors', as applicable, deadline to assume or reject the agreements with identified as numbers 21-24 in the Schedule of Assumed Contracts and Leases at Docket No. 671 shall be extended to November 30, 2020, and the parties reserve all rights with respect thereto; provided, that the Debtors and the Reorganized Debtors, as applicable, shall continue to perform their obligations under the Sand Supply Agreement pending the Filing by the Debtors or the Reorganized Debtors, as applicable, with the Bankruptcy Court of a notice of

assumption or rejection of the Sand Supply Agreement; provided further, that if the Debtors or the Reorganized Debtors seek to assume the Sand Supply Agreement and a consensual resolution of the EOG Cure Objection has not been reached by November 30, 2020, then the Reorganized Debtors or EOG shall request that the Bankruptcy Court schedule the EOG Cure Objection for hearing, and the parties reserve all rights with respect thereto.

- d. United Electric Cure Objection. The Debtors have resolved the United Electric Cure Objection by agreeing to the following cure amounts for Contracts with United Electric Cooperative Services, Inc.:
  - i. Agreement for Electric Service dated June 13, 2011, with an effective date of April 8, 2011 (Cresson Service Contract): **\$110,194.73.**
  - ii. Electric Service Agreement dated August 10, 2017, with an effective date of August 10, 2017 (Tolar Service Contract): **\$30,969.22.**
- e. Goodlett Cure Objection. John Goodlett stipulates and agrees that the Debtors' or the Reorganized Debtors', as applicable, deadline to assume or reject the Royalty Agreement (as defined in the Goodlett Cure Objection) and related contracts shall be extended through and including the date that is sixty (60) days after the Effective Date; *provided*, that the Debtors and the Reorganized Debtors, as applicable, shall continue to perform their obligations under the Royalty Agreement pending the Filing by the Debtors or the Reorganized Debtors, as applicable, with the Bankruptcy Court of a notice of assumption or rejection of the Royalty Agreement.
- f. GHMR Cure Objection. The Debtors have resolved the GHMR Cure Objection by entering into modified agreements with respect to (i) the Lease Agreement dated April 1, 2019, between GHMR II, LLC ("GHMR II"), as Lessor, and Maalt, LP, as Lessee, covering residential property in Monahans, Texas ("Monahans Lease"); (ii) Lease Agreement dated December 1, 2014, between GHMR Operations, LLC ("GHMR") and Lonestar Prospects, Ltd., as Lessee, covering approximately 869 acres in Hood County, Texas (the "Tolar Lease"); (iii) First Amendment to Lease Agreement dated March 1, 2017, between GHMR, as Lessor, and Lonestar Prospects, Ltd., as Lessee, which amends the Tolar Lease ("Tolar Amendment"); and (iv) the Commercial Lease Agreement – Fort Worth Corporate Office dated May 1, 2016, between GBH Properties, LLC and Maalt Specialized Bulk, LLC; *provided, however*, that the foregoing described resolution of the GHMR Cure Objection is subject to the Debtors' assumption of the Tolar Lease, as will be modified by agreement of GHMR and Lonestar Prospects, Ltd. in the form of an amended and

restated lease in form and substance acceptable to GHMR and Lonestar Prospects, Ltd. (the “Amended Tolar Lease”) within fourteen (14) days after the Effective Date; *provided, further*, that the Debtors’ assumption of the Tolar Lease, as amended by the Amended Tolar Lease, shall not be effective until the entry by the Bankruptcy Court of an order granting the Debtors’ Assumption and Assignment Motion (as hereinafter defined). The Debtors are not seeking to assume the remaining Lease covered by the GHMR Cure Objection, which is the Lease Agreement dated May 1, 2016, between GHMR, as Landlord and Maalt, LP, as Tenant, covering a transloading and storage facility in Dilley, Texas (the “Dilley Lease”). Accordingly, the GHMR Cure Objection is moot with respect to the Dilley Lease.

- g. FW&W Cure Objection. The Debtors have resolved the FW&W Cure Objection by agreeing to an aggregate cure amount of **\$2,981.43** with respect to the following Contracts with Fort Worth & Western Railroad Company:
  - h. Confidential Demurrage Agreement dated September 1, 2012; and
  - i. Amendment 1 to Confidential Demurrage Agreement dated February 1, 2017.
- j. TXGN Objection. The Debtors have resolved the TXGN Objection by agreeing to a cure amount of **\$46,480.00** with respect to the Unloading Track License Agreement dated August 25, 2017.
- k. Caterpillar Financial Services Corporation (“CAT”). CAT stipulates and agrees that the Reorganized Debtors’ deadline to assume or reject the Contracts with CAT in the Schedule of Assumed Contracts and Leases (collectively, the “CAT Contracts”) shall be extended to November 30, 2020 (the “CAT Assumption Deadline”); *provided, further*, that the Debtors and the Reorganized Debtors, as applicable, shall continue to perform their obligations under the CAT Contracts pending the Filing by the Reorganized Debtors with the Bankruptcy Court of a notice of assumption or rejection of the CAT Contracts; *provided, further*, that if the Reorganized Debtors seek to assume the CAT Contracts and a consensual resolution of the cure amounts for the CAT Contracts has not been reached by the CAT Assumption Deadline, then, unless otherwise agreed by the Reorganized Debtors, CAT shall file an objection to the Reorganized Debtors’ proposed cure amounts on or before the date ten (10) calendar days after the CAT Assumption Deadline, and the matter shall be scheduled for hearing with the Bankruptcy Court.



- l. El Paso Natural Gas Company, L.L.C. (“ENG”). The Debtors have resolved the informal cure objection of ENG by agreeing to a cure amount of **\$0.00** as of the Petition Date with respect to the Transportation Agreement dated November 16, 2017. Further, ENG consents to the Debtors’ assumption of such agreement.
- m. Sand Hill Land and Cattle, LLC (“Sand Hill”). The Debtors have resolved the informal objection of Sand Hill by agreeing to enter into an Amended and Restated Lease Agreement between Sand Hill and Lonestar Prospects, Ltd., in form and substance acceptable to the Debtors and Sand Hill, prior to or contemporaneously with Confirmation of the Plan.

Based on the resolutions discussed above, and except for the LP50 Cure Objection, Hogg Ranch Cure Objection, EOG Cure Objection, Goodlett Cure Objection, and CAT’s informal objection, which, except as expressly set forth in this paragraph 33, are reserved for the time period set forth in the applicable subsection of this paragraph 33, each of the Cure Objections is hereby overruled.

34. Unless otherwise provided in the Plan, this Order, or by separate order of the Bankruptcy Court, each Executory Contract and Unexpired Lease that is assumed or assumed and assigned shall include any and all modifications, amendments, supplements, restatements, or other agreements made directly or indirectly by any agreement, instrument, or other document that in any manner affects such executory contract or unexpired lease, without regard to whether such agreement, instrument, or other document is listed in the Schedule of Assumed Contracts and Leases.

35. Any term of any policy, contract, or other obligation applicable to a Debtor shall be void and of no further force or effect with respect to any Debtor to the extent that such policy, contract, or other obligation is conditioned on, creates an obligation of the Debtor as a result of, or gives rise to a right of any Entity based on any of the following: (a) the insolvency or financial condition of a Debtor (prior to the Effective Date); (b) the commencement of the Chapter 11

Cases; (c) the confirmation or consummation of the Plan, including any change of control that will occur as a result of such consummation; or (d) any change of control resulting from the issuance of the New Equity Interests.

36. Except as may be provided under a separate order of the Bankruptcy Court, any Claim resulting from the rejection of an Executory Contract or Unexpired Lease pursuant to the Plan shall be Filed with the Bankruptcy Court within 30 days after the later of: (a) the date of entry of an order of the Bankruptcy Court (including this Confirmation Order) approving such rejection, (b) the effective date of such rejection, (c) the Effective Date, or (d) 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.

37. Pursuant to Article V.B of the Plan, any obligations of the Debtors pursuant to their corporate charters, by-laws, limited liability company agreements, memorandum and articles of association, or other organizational documents and agreements to indemnify current

officers, directors, managers, attorneys, accountants, investment bankers, and other professionals of the Debtors, as applicable, with respect to all present and future actions, suits, and proceedings against the Debtors or such current officers, directors, managers, attorneys, accountants, investment bankers, and other professionals of the Debtors, as applicable, 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, and all Claims for or on account of such indemnification obligations to Former Directors and Officers of the Debtors shall be deemed discharged pursuant to the Plan, without any further notice to or action, order, or approval of the Bankruptcy Court. Notwithstanding the existing bar date for filing Proofs of Claims established in the Chapter 11 Cases, all Former Directors and Officers, including Martin W. Robertson and Gary B. Humphreys, shall be entitled to file Proofs of Claims with respect to Claims related to any indemnification rights or obligations, which Proofs of Claims must be filed within thirty (30) days after the Effective Date; provided, however, that the rights of any party-in-interest to object to any such Proof of Claim shall be preserved; provided further, that to the extent such Claims become Allowed Claims, recovery, if any, on such Allowed Claims shall be subordinate to payment in full of all other Allowed Class 6 General Unsecured Claims.

38. Unless otherwise provided in the Plan, 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 Bankruptcy Code section 1129(a)(13), 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.

39. 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, (a) 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 (b) such insurance policies and any agreements, documents, or instruments relating thereto shall revest in the Reorganized Debtors.

**K. Release and Exculpation Provisions Approved; Discharge of Claims Against and Interests in the Debtors**

40. The following discharge, release, exculpation, and injunction provisions of the Plan are hereby approved in their entirety, and will be effective and binding on all Persons or Entities to the extent provided therein immediately on the Effective Date without further order or action by the Bankruptcy Court, any of the parties to such releases, or any other Entity:

(a) Release of Debtors (Article VIII.A)

**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 against the Debtors 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 against the Debtors 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. Nothing in this Article VIII.A shall discharge or release any claim or Cause of Action that any Entity that is not a Releasing Party may have or assert against any non-Debtor Entity.

(b) Release of Liens (Article VIII.B)

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 (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, transaction, agreement, event, or other occurrence taking place on or before the Effective Date. 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 (Article VIII.D)

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 (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 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 (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 (to the extent of the exculpation provided pursuant to the Plan and this Order with respect to 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; and (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. Nothing in this Article VIII.F shall enjoin any Entity that is not a Releasing Party from asserting any claim or Cause of Action that such Entity may have against any other Entity other than the Debtors, the Reorganized Debtors, or the Exculpated Parties (to the extent of the exculpation provided pursuant to the Plan and this Order with respect to the Exculpated Parties).**

41. Nothing in the Plan or this Order discharges, releases, precludes, or enjoins: (a) any liability to a Governmental Unit that is not a Claim; (b) any Claim of a Governmental Unit arising on or after the Confirmation Date; (c) any police or regulatory liability to a Governmental Unit that any entity would be subject to as the owner or operator of property after the Confirmation Date, including any police or regulatory liability, if any, related to resolution of the violations asserted by the Texas Commission on Environmental Quality (“TCEQ”) in TCEQ Docket No. 2020-0365-AIR-E, Enforcement Case No. 59033; or (d) any liability to a



Governmental Unit on the part of any non-Debtor. Nor shall anything in the Plan or this Order enjoin or otherwise bar a Governmental Unit from asserting or enforcing, outside this Court, any liability described in the preceding sentence. Notwithstanding any provision of the Plan, this Order, or any implementing or supplementing plan documents, Governmental Units' setoff rights under federal law as recognized in section 553 of the Bankruptcy Code, and recoupment rights, shall be preserved and are unaffected. Nothing in this Order or the Plan divests any tribunal of any jurisdiction it may have under police or regulatory law to interpret the Plan or this Order to adjudicate any defense asserted under the Plan or this Order. All Claims under environmental law arising before the Confirmation Date, including penalty claims for days of violation prior to the Confirmation Date, shall be subject to discharge and injunction under Article VIII.A and F of the Plan and treated in accordance with the Plan in all respects, and the Bankruptcy Court shall retain jurisdiction as provided in Article XI of the Plan in relation to the allowance or disallowance of any Claim under environmental law arising before the Confirmation Date. All rights are reserved in connection with the application of this paragraph to any action taken by any Governmental Unit.

42. The exculpation provided in Article VIII.E of the Plan is approved but should be construed, and will only be effective, to the extent that it is consistent with the applicable provisions of the Bankruptcy Code and case law in the Fifth Circuit. Any claims made against Exculpated Parties for acts described in Article VIII.E of the Plan shall be filed in the United States Bankruptcy Court for the Northern District of Texas, and this Bankruptcy Court retains exclusive jurisdiction to consider same.

**L. The Litigation Trust**

43. The Litigation Trustee will be appointed prior to the Effective Date in accordance with the Plan and the Litigation Trust Agreement. On the Effective Date, the Reorganized Debtors, on their own behalf and on behalf of the Litigation Trust Beneficiaries, and the Litigation Trustee 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 Reorganized Debtors shall transfer the Litigation Trust Assets to the Litigation Trust, and such transfer 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. To the extent that there is a conflict between the terms and conditions of the Litigation Trust Agreement and the Plan, the terms and conditions of the Plan shall govern.

44. On the Effective Date, the Litigation Trustee is authorized, empowered, and directed to take any and all actions necessary or appropriate to implement, effectuate, and consummate the Plan, the Litigation Trust Agreement, and this Order, and the transactions respectively contemplated in those documents, or otherwise perform his duties as Litigation Trustee outlined in the Litigation Trust Agreement, and shall be designated as the representative of the Estates for purposes of prosecuting the Litigation Trust Causes of Action consistent with the Plan, the Litigation Trust Agreement, and this Order.

45. Without limiting the generality of the foregoing, the Litigation Trustee shall, pursuant to the terms and conditions of the Litigation Trust Agreement, (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 as provided in the Litigation Trust Agreement. 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. The Litigation Trustee shall have the right to appeal and/or prosecute the appeal of any order on the Standing Motion. To the extent there is any successful challenge to the Litigation Trustee's right to take such actions, then the Committee shall have the right to appeal or prosecute the appeal of any order on the Standing Motion notwithstanding Article XII.D of the Plan.

46. On the Effective Date, the Litigation Trust Loan shall be provided to the Litigation Trust, which Litigation Trust Loan shall be repaid from the net proceeds, if any, of the Litigation Trust Causes of Action (other than 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. Additionally, on the Effective Date, the GUC Cash Settlement shall be funded into the Litigation Trust as follows: (a) \$2,000,000 consisting of (i) \$1,750,000 in Cash, plus (ii) \$250,000 as proceeds of the Litigation Trust Loan, *plus* (b) the GUC Cash Settlement Adjustment, in each case in accordance with the Plan. 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 Litigation Trust Assets.

47. The Debtors or Reorganized Debtors, as applicable, shall provide the Litigation Trustee 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 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.

48. The transfer of the GUC Cash Settlement, the Litigation Trust Loan, and the Litigation Trust Assets to the Litigation Trust shall be made for the benefit of the Litigation Trust Beneficiaries. Upon the transfer of the GUC Cash Settlement, the Litigation Trust Loan, 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 Settlement, the Litigation Trust Assets or the Litigation Trust; provided, however, that the Reorganized Debtors shall have and retain an interest in the promissory note issued by the Litigation Trust in connection with the Litigation Trust Loan. 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.

**M. Claims Resolution Procedures Approved**

49. The procedures for resolving contingent, unliquidated, and/or disputed claims outlined in Article VII of the Plan are hereby approved.

**N. Professional Compensation**

50. All requests for payment of Professional Compensation Claims for services rendered and reimbursement of expenses incurred prior to the Effective Date shall be Filed no later than the Professional Compensation Final Application Deadline, consistent with the procedures provided under Article II.B of the Plan; *provided, however*, that ordinary course professionals shall be compensated in accordance with the terms of the Bankruptcy Court's order authorizing the Debtors to employ ordinary course professionals. 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. On the Effective Date, the Reorganized Debtors shall establish the Professional Compensation Claim Reserve for payment of Allowed Professional Compensation Claims and shall pay such Professional Compensation Claims in Cash in the amount the Bankruptcy Court allows from such reserve and from the Reorganized Debtors' Cash.

**O. Post-Effective Date Fees and Expenses**

51. Except as otherwise specifically provided in the Plan, from and after the Effective Date, the Debtors or the Reorganized Debtors, as applicable, 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 Effective 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 or the Reorganized Debtors, as applicable, 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.

**P. Exemption from Securities Laws**

52. The offering, issuance, and distribution of the New Equity Interests under the Plan shall be exempt, pursuant to section 1145 of the Bankruptcy Code, without further act or action by any Entity, from registration under (i) the Securities Act, and all rules and regulations promulgated thereunder and (ii) any state or local law requiring registration for the offer, issuance, or distribution of securities.

53. The offering, issuance, and distribution of the Litigation Trust Interests, to the extent such interests constitute or may be deemed to constitute securities under applicable U.S. securities law, shall be exempt from the registration and prospectus delivery requirements of the Securities Act and any other applicable state and federal law requiring registration and/or delivery of a prospectus prior to the offering, issuance, distribution, or sale of securities pursuant to Bankruptcy Code section 1145.

**Q. Retention of Causes of Action**

54. Except as otherwise provided in the Plan, nothing contained in the Plan or this Order shall be deemed to be a waiver or relinquishment of any rights, claims, Causes of Action, rights of setoff or recoupment, or other legal or equitable defenses that the Debtors had immediately before the Effective Date on behalf of the Estates or of themselves in accordance with any provision of the Bankruptcy Code or any applicable nonbankruptcy law. Except as otherwise provided in the Plan, the Reorganized Debtors shall have, retain, reserve, and be entitled to assert all such claims, Causes of Action, rights of setoff or recoupment, and other legal or equitable defenses as fully as if the Chapter 11 Cases had not been commenced, and all of the Debtors' legal and equitable rights in respect of any Unimpaired Claim may be asserted after the Effective Date to the same extent as if the Chapter 11 Cases had not been commenced.

55. For the avoidance of doubt, notwithstanding anything to the contrary contained in the Plan, Disclosure Statement, as amended, or this Order, and any supplements thereto, the litigation styled *American Structural Metals, Inc. v. GHMR Operations, L.L.C., Sandview, Ltd. f/k/a Vista Sand, Vista Proppants and Logistics, L.L.C., AgTexas, FLCA, Oklahoma Energy Acquisitions, LP, Oklahoma Produced Water Solutions, LLC, Wells Fargo Bank, N.A., Engineered Software Products, Inc., MP Systems Company, Board of County Commissioners of*

*Blaine County, Oklahoma and County Treasurer of Oklahoma / MP Systems Company v. Gary Humphreys and Marty Robertson*, Case No. CJ-2020-016, filed in the District Court of Blaine County, State of Oklahoma (“Oklahoma Suit”) may proceed to conclusion (including the filing and prosecution of any appeals), including, without limitation, the taking of a judgment against any of the parties to the Oklahoma Suit; provided, however, that MP Systems Company’s Claims (as that term is defined in the Plan) shall be administered exclusively in accordance with the Plan.

**R. Setoffs and Recoupments**

56. Except as expressly provided in the Plan and with respect to Plan Distributions made on account of any Allowed Class 6 Claim, each Reorganized Debtor may, pursuant to section 553 of the Bankruptcy Code or applicable nonbankruptcy law, offset 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 or its successors may hold against the holder of such Allowed Claim pursuant to Article VI.L of the Plan; provided, however, that neither the failure to effect a setoff or recoupment nor the allowance of any Claim hereunder will constitute a waiver or release by a Reorganized Debtor or its successor of any Claims, rights, or Causes of Action that a Reorganized Debtor or its successor or assign may possess against such 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.G 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; provided,



further, that the foregoing recoupment rights of the Reorganized Debtors shall not apply with respect to recovery on a Litigation Trust Cause of Action.

57. Except as may be otherwise agreed in writing, none of the provisions of the Plan and this Order shall be deemed to release, enjoin, impair, prejudice, have any preclusive effect upon, or otherwise affect the rights of any holder of any Claim or Interest to assert (a) a right or defense of recoupment under applicable non-bankruptcy law, or (b) a right or defense of setoff pursuant to applicable non-bankruptcy law or otherwise in accordance with section 553 of the Bankruptcy Code, against the Debtors, the Reorganized Debtors, or the Litigation Trust, as applicable (subject in each case to the Debtors', the Reorganized Debtors', or the Litigation Trust's, as applicable, right to contest the validity of such asserted right of setoff or recoupment under applicable law); provided, however, such preserved rights of recoupment and setoff may be asserted only in connection with any Retained Causes of Action asserted by the Debtors or the Reorganized Debtors and any Litigation Trust Causes of Action asserted by the Litigation Trust.

**S. Objections to Confirmation of the Plan and Disposition Thereof**

58. [Reserved]

59. With respect to the Objection of IRS to Confirmation of Debtors' Third Amended Joint Plan of Reorganization [Docket No. 563], the Debtors negotiated the following resolution. Within sixty (60) days from the date of entry of this Confirmation Order, or such later date as may be agreed by the Internal Revenue Service ("IRS"), the Reorganized Debtors shall provide to the IRS an affidavit or other reasonable evidence that meets the requirements set forth in section 1106(a)(6) of the Bankruptcy Code showing either (i) some or all of the Heavy Vehicle Use Tax Returns are not required under applicable law, or (ii) that the Heavy Vehicle Use Tax Returns, if required, have been filed. The IRS may file or amend its proof of claim without the

prior authorization of the Bankruptcy Court or the Reorganized Debtors for a period of sixty (60) days following the date that each return or affidavit set forth in this paragraph was provided to the IRS.

**T. Non-Material Modifications to the Plan**

60. The first paragraph of Article III.D.3(c) is replaced in its entirety by the following:

(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 (or its designee) shall receive the following:

**U. Provisions Regarding Certain Texas Taxing Entities**

61. Kermit ISD, Hood CAD, Dilley ISD, Pecos County, Reagan County, Reeves County and its sub jurisdictions, Tarrant County, Tom Green CAD, Ward County, Winkler County, the Frio Hospital District, and Harris County (collectively, the “Texas Tax Authorities”) assert that they are the holders of Claims for certain prepetition ad valorem real and business personal property taxes. To the extent the Claims of the Texas Tax Authorities constitute Allowed Other Secured Claims (collectively, the “Allowed Secured Tax Claims”), such Claims shall be classified in Class 1 of the Plan and be paid in full in Cash (a) within ten (10) business days after the Effective Date or as soon thereafter as is reasonably practical, or (b) in the ordinary course of business when due according to their terms, whichever occurs later. Without prejudice to any of the rights and defenses of the Debtors with respect to allowance of the Texas Tax Authorities’ asserted Claims, Allowed Secured Tax Claims shall include all accrued interest properly charged in accordance with sections 506(b), 511, and 1129 of the Bankruptcy Code. The Texas Tax Authorities shall retain the Liens securing their respective Allowed Secured Tax

Claims, as well as the state law priority of those Liens, until the applicable Allowed Secured Tax Claim is paid in full in accordance with the Plan. In the event that the Debtors abandon any property upon which the Texas Tax Authorities have Liens securing their respective Allowed Secured Tax Claim, the Debtors or Reorganized Debtors, as applicable, shall provide notice of such abandonment and of the occurrence of the Effective Date to the affected Texas Tax Authority.

62. Allowed Secured Tax Claims shall not be discharged until such time as such Allowed Secured Tax Claims are paid in full in accordance with the Plan. In the event of a default in the payment of any Allowed Secured Tax Claim as provided in the Plan or this Order, the affected Texas Tax Authority shall provide notice to counsel for the Debtors or the Reorganized Debtors, as applicable, who shall have twenty (20) days from the date of such notice to cure the default. If the default is not cured, the affected Texas Tax Authority shall be entitled to pursue collection of all amounts owed pursuant to state law outside of and without further order of this Bankruptcy Court. The Debtors and the Reorganized Debtors shall only be entitled to two notices of default. Upon a third event of default, the affected Texas Tax Authority shall be entitled to pursue collection of all amounts owed pursuant to state law outside of the Bankruptcy Court without further notice. The rights and defenses of the Debtors and the Reorganized Debtors, as applicable, under Texas state law and the Bankruptcy Code with respect to this provision of the Order, including, without limitation, their right to dispute or object to the Texas Tax Authorities' asserted Claims and Liens, are fully preserved.

#### **V. Provisions Regarding PlainsCapital Bank**

63. On the Effective Date, the PlainsCapital ABL Secured Claims shall be deemed Allowed in an aggregate amount equal to the lesser of (a) the amount set forth in Proof of Claim

Nos. 202 and 204 filed by the ABL Lender against Lonestar Prospects Management, L.L.C. and Lonestar Prospects, Ltd., respectively (collectively, the “ABL Lender Proofs of Claim”), less the total aggregate amount of any paydowns of the PlainsCapital ABL Secured Claims from and after the Petition Date through the Effective Date, and (b) the value of the ABL Priority Collateral securing such PlainsCapital ABL Secured Claims. On the Effective Date, the MAALT Secured Claims shall be deemed Allowed in an aggregate amount equal to the lesser of (a) the amount set forth in Proof of Claim Nos. 212 and 232 filed by the MAALT Lender against MAALT, LP and Denetz Logistics, LLC, respectively (collectively, the “MAALT Lender Proofs of Claim”), less the total aggregate amount of any paydowns of the MAALT Secured Claims from and after the Petition Date through the Effective Date, and (b) the value of the MAALT Priority Collateral securing such MAALT Secured Claims. The allowance and treatment under the Plan of the PlainsCapital ABL Secured Claims shall be without prejudice to the Standing Motion Claims against the ABL Lender, which shall be preserved under the Plan for prosecution by the Litigation Trustee, as contemplated in Article IV.P of the Plan, and shall not be subject to any preclusion doctrine, including res judicata, collateral estoppel, issue preclusion, claim preclusion, waiver, judicial estoppel, or equitable estoppel, based on Confirmation of the Plan, the effectiveness of the Plan, or the allowance and treatment of the PlainsCapital ABL Secured Claims under the Plan.

64. Effective as of the Effective Date, the Reorganized Debtors shall be deemed to have transferred, assigned, and conveyed (a) all remaining Estate Property that constitutes ABL Priority Collateral (including, but not limited, pending claims and causes of action against account debtors with outstanding accounts receivable owed to the Debtors that constitutes ABL Priority Collateral) to the ABL Lender, or its designee or assignee, in full and final satisfaction,

compromise, settlement, release and discharge of and in exchange for the ABL Lender's Allowed PlainsCapital ABL Secured Claims, and (b) all remaining Estate Property that constitutes MAALT Priority Collateral to the MAALT Lender, or its designee or assignee, in full and final satisfaction, compromise, settlement, release and discharge of and in exchange for the MAALT Lender's Allowed MAALT Secured Claims, in each case in accordance with the Plan. Following such transfer, assignment, and conveyance, all of the Debtors' right, title and interest in the ABL Priority Collateral and MAALT Priority Collateral will vest in the ABL Lender and MAALT Lender, respectively, free and clear of all Claims, Liens, Interests, and other encumbrances pursuant to section 1141(c) of the Bankruptcy Code other than the Liens of the ABL Lender and the MAALT Lender themselves. The Debtors or the Reorganized Debtors, as applicable, shall provide the ABL Lender/MAALT Lender with reasonable access to the books and records of the Debtors or Reorganized Debtors concerning Estate Property of the Debtors that constitutes ABL Priority Collateral or MAALT Priority Collateral. In connection with the transfer of any pending causes of action that constitute ABL Priority Collateral or MAALT Priority Collateral (which, for the avoidance of doubt, excludes all 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 such causes of action shall be provided to the ABL Lender or the MAALT Lender, as applicable, as shared privileges, and the Debtors or Reorganized Debtors, as the case may be, are authorized to take all actions necessary to effectuate the sharing of such privileged information.

65. The ABL Lender and MAALT Lender, as applicable, shall retain all of their respective Claims and Liens in, to and against all of the ABL Priority Collateral and MAALT Priority Collateral, respectively, until such collateral is transferred to the ABL Lender or

MAALT Lender, as applicable. The Debtors or the Reorganized Debtors, as applicable, shall hold any proceeds of such ABL Priority Collateral or MAALT Priority Collateral received by the Debtors in trust for the benefit of the ABL Lender and MAALT Lender, as applicable. Notwithstanding the foregoing, nothing herein shall constitute a determination that any particular Estate Property constitutes ABL Priority Collateral or MAALT Priority Collateral, and to the extent there is any dispute as to whether any Estate Property constitutes ABL Priority Collateral or MAALT Priority Collateral, the Bankruptcy Court shall retain jurisdiction to hear and determine such dispute. For the avoidance of doubt, (a) the Bankruptcy Court shall retain jurisdiction to resolve the pending Motion for Distribution of Insurance Proceeds Cash Collateral to PlainsCapital Bank [Dkt. No. 643] (the “Distribution Motion”), the distribution of any funds remaining as of the Effective Date in the Debtors’ bank accounts, any transfer or collection disputes with third parties related to the ABL Priority Collateral and the MAALT Priority Collateral, and any other issues or disputes related to rights and priorities against Estate Property that may constitute ABL Priority Collateral or MAALT Priority Collateral (the foregoing, collectively, the “Collateral Disputes”), and (b) subject to further order of the Bankruptcy Court, the Term Agent and Term Lenders shall retain all of their respective Claims and Liens in, to and against the insurance proceeds that are the subject of the Distribution Motion.

66. For the avoidance of any doubt, that certain Agreement Regarding Sale of Finished Sand Inventory by and between Vista Proppants and Logistics, LLC, Lonestar Prospects, Ltd., PlainsCapital Bank, Gary B. Humphreys, and Martin W. Robertson, is subject to Article V.J of the Plan, and will survive and remain unaffected by the entry of this Order.

67. Notwithstanding anything in the Plan or this Order to the contrary, if the ABL Lender opts-out of the release provisions of the Plan, then the ABL Lender shall retain all rights,

claims interests and causes of action, if any, that the ABL Lender may have against the Term Loan Secured Parties, including, without limitation, all rights, claims, interests and causes of action arising under or related to that certain Amended and Restated Intercreditor Agreement, dated as of November 9, 2017, by and among PlainsCapital Bank, in its capacity as ABL Lender, the Term Loan Agent, on behalf of the Term Loan Lenders, and the Debtors party thereto. The allowance and treatment under the Plan of Claims and/or Interests of the Term Loan Lenders shall be without prejudice to any claims the ABL Lender may now have or may have in the future against the Term Loan Lenders and the Term Loan Agent, which are preserved and shall not be subject to any preclusion doctrine, including res judicata, collateral estoppel, issue preclusion, claim preclusion, waiver, judicial or equitable estoppel doctrines, based on the confirmation of the Plan, the effectiveness of the Plan or the allowance and treatment under the Plan of the Claims and/or Interests of the Term Loan Lenders.

**W. Provisions Regarding Sequitur Permian, LLC**

68. Nothing in the Plan or this Order shall prejudice or operate as a bar or adjudication of any rights, claims, defenses, objections or other interests that the Debtors or Sequitur Permian, LLC have asserted or may assert in relation to Adversary Proceeding No. 20-04064 pending in the Bankruptcy Court.

**X. Provisions Regarding First Western Bank & Trust**

69. Effective as of the Effective Date, the automatic stay provided for in the Chapter 11 Cases under section 362 of the Bankruptcy Code is hereby modified to permit First Western Bank & Trust ("First Western") to take such action as may be necessary or required for First Western to take possession of any Equipment (as such term is defined in the Equipment Finance Agreement between Lonestar Prospects, Ltd. and First Western) on which First Western has a

Lien and which is in the Debtors' possession as of the Effective Date, and to dispose of the same, subject to applicable non-bankruptcy law.

**Y. Provisions Regarding Pattison Agreement and Tolar Lease**

70. On October 27, 2020, the Debtors filed a motion to (a) enter into that certain Business Relationship Restructuring Agreement under section 363 of the Bankruptcy Code, and (b) assume and assign that certain Transloading Agreement dated July 12, 2017, between MAALT, LP and Pattison Sand Company, LLC (the "Assumption and Assignment Motion"). On and after the Effective Date, the Bankruptcy Court shall retain jurisdiction to hear and determine all matters related to the Assumption and Assignment Motion.

**Z. Miscellaneous Confirmation Provisions**

71. After the Effective Date, the Debtors or the Reorganized Debtors, as applicable, shall have no obligation to file with the Bankruptcy Court or serve on any parties reports that the Debtors or the Reorganized Debtors were obligated to file under the Bankruptcy Code or Bankruptcy Court order; *provided, however*, that the Debtors, Reorganized Debtors, and/or Litigation Trustee, as applicable, shall comply with the U.S. Trustee's post-confirmation quarterly reporting requirements until the Chapter 11 Cases are closed, dismissed, or converted.

72. Upon entry of this Order, the Debtors, the Reorganized Debtors, the Litigation Trustee and any other Person having duties or responsibilities under the Plan, the Litigation Trust Agreement, or this Order, and their respective directors, officers, general partners, agents, trustees, representatives, and attorneys are specifically authorized, empowered, and directed to take any and all actions necessary or appropriate to implement, effectuate, and consummate the Plan, the Plan Documents, the Litigation Trust Agreement, and the terms of this Order and the transactions respectively contemplated in those documents, all in accordance with the terms



thereof, and are authorized and directed to take all steps necessary and appropriate to implement the Plan terms without the need for further shareholder, member, director or other corporate approvals.

73. Notwithstanding any language herein to the contrary, nothing herein is intended, nor shall it be construed, to eliminate, waive or release any of the Debtors' Former Directors and Officers from any liabilities that may have arisen or occurred prepetition, including, without limitation, any Causes of Action (including Litigation Trust Causes of Action) against any of the Debtors' Former Directors and Officers.

74. This Order is in recordable form, and shall be accepted by any filing or recording officer or authority of any applicable governmental unit for filing and recording purposes without further or additional orders, certifications, or other supporting documents. Each federal, state, commonwealth, local, foreign, or other governmental agency is hereby authorized to accept any and all documents, mortgages, and instruments necessary or appropriate to effectuate, implement or consummate the transactions contemplated by the Plan and this Order.

75. Under section 1146(c) of the Bankruptcy Code, the issuance, transfer, or exchange of a security, or the making or delivery of an instrument of transfer under the Plan, shall not be taxed under any law imposing a stamp tax or similar tax, including, without limitation, the issuance of the New Equity Interests. The appropriate state or local government officials or agents are directed to forego the collection of any such tax or governmental assessment and to accept for filing and recordation any of the foregoing instruments or other documents without the payment of any such tax or governmental assessment.

76. To the extent that, under applicable nonbankruptcy law, any of the actions contemplated in the Plan would otherwise require the consent or approval of the holders of

Interests in the Debtors, this Order shall constitute such consent or approval, and such actions shall be, and are deemed to have been, taken by unanimous action of the holders of Interests in the Debtors.

77. Pursuant to sections 1123(a) and 1142(a) of the Bankruptcy Code, the provisions of this Order, the Plan, the Litigation Trust Agreement, and all other agreements and documents executed and delivered pursuant to the Plan shall apply and be enforceable notwithstanding any otherwise applicable non-bankruptcy law.

78. The Debtors and the Reorganized Debtors shall have the right, to the full extent permitted by section 1142 of the Bankruptcy Code, to apply to the Bankruptcy Court for an order, notwithstanding any otherwise applicable non-bankruptcy law, directing any appropriate entity to execute and deliver an instrument or perform any other act necessary to implement the Plan or the provisions of this Order.

79. This Order shall constitute all approvals and consents required, if any, by the laws, rules, or regulations of any state or other governmental authority with respect to the implementation or consummation of the Plan and Plan Documents, any documents, instruments, or agreements, and any amendments or modifications thereto, and any other acts referred to in, or contemplated by, the Plan and the Plan Documents.

80. On and after the Effective Date, pursuant to sections 105 and 1142 of the Bankruptcy Code, the Bankruptcy Court, except as otherwise provided in the Plan, the Litigation Trust Agreement, or in this Order, shall retain jurisdiction over all matters arising out of, and related to, the Chapter 11 Cases, including jurisdiction to:

(a) 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;

(b) 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;

(c) 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;

(d) ensure that distributions to holders of Allowed Claims and Allowed Interests (as applicable) are accomplished pursuant to the provisions of the Plan;

(e) 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;

(f) adjudicate, decide, or resolve any and all Litigation Trust Causes of Action;

(g) adjudicate, decide, or resolve any and all matters related to section 1141 of the Bankruptcy Code;

(h) enter and implement such orders as may be necessary to execute, implement, or consummate the provisions of the Plan, the Litigation Trust Agreement, and all contracts, instruments, releases, indentures, and other agreements or documents created in connection with the Plan, the Litigation Trust Agreement, or the Disclosure Statement;

(i) enter and enforce any order for the sale of property pursuant to sections 363, 1123, or 1146(a) of the Bankruptcy Code;

(j) 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;

(k) 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;

(l) 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;

(m) 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;

(n) enter and implement such orders as are necessary if the Confirmation Order is for any reason modified, stayed, reversed, revoked, or vacated;

(o) determine any other matters that may arise in connection with or relate to the Plan, the Disclosure Statement, the Litigation Trust Agreement, the Confirmation Order, or any contract, instrument, release, indenture, or other agreement or document created in connection with the Plan or the Disclosure Statement;

(p) enter an order concluding or closing the Chapter 11 Cases;

(q) adjudicate any and all disputes arising from or relating to distributions under the Plan;

(r) adjudicate any and all of the Collateral Disputes;

(s) 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;

(t) determine requests for the payment of Claims and Interests entitled to priority pursuant to section 507 of the Bankruptcy Code;

(u) 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;

(v) hear and determine matters concerning state, local, and federal taxes in accordance with sections 346, 505, and 1146 of the Bankruptcy Code;

(w) 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;

(x) enforce all orders previously entered by the Bankruptcy Court; and

(y) hear any other matter not inconsistent with the Bankruptcy Code.

81. If any or all of the provisions of this Order are hereafter reversed, modified, or vacated by subsequent order of the Bankruptcy Court or any other court, such reversal, modification, or vacatur shall not affect the validity of the acts or obligations incurred or

undertaken under or in connection with the Plan before the Debtors', the Reorganized Debtors' or the Litigation Trustee's receipt of written notice of any such order; nor shall such reversal, modification, or vacatur of this Order affect the validity or enforceability of such act or obligation. Notwithstanding any such reversal, modification, or vacatur of this Order, any such act or obligation incurred or undertaken pursuant to, and in reliance on, this Order before the effective date of such reversal, modification, or vacatur shall be governed in all respects by the provisions of this Order, the Plan, and all documents, instruments and agreements related thereto or any amendments or modifications thereto.

82. The terms of the Plan and the Plan Supplement are incorporated herein by reference, and are an integral part of this Order. The failure to include specifically any particular provision of the Plan in this Order will not diminish the effectiveness of such provision nor constitute a waiver thereof, it being the intent that the Plan is confirmed in its entirety.

83. The provisions of the Plan and this Order, including the Findings of Fact and Conclusions of Law entered contemporaneously with this Order, are nonseverable and mutually dependent.

84. All fees chargeable pursuant to 28 U.S.C. § 1930 shall be timely paid by each of the Reorganized Debtors (or the Disbursing Agent on behalf of each of the Reorganized Debtors) for each quarter (including any fraction thereof) until the Chapter 11 Cases are converted, dismissed, or closed, whichever occurs first.

85. On the Effective Date and following the payment of all amounts under the Plan required to be paid on the Effective Date, the Plan shall be deemed to be substantially consummated under sections 1101 and 1127 of the Bankruptcy Code.

86. This Order is a final order and the period in which an appeal must be filed shall commence upon the entry hereof. The requirements under Bankruptcy Rule 3020(e) that an order confirming a plan is stayed until the expiration of 14 days after entry of the order are hereby waived. This Order shall take effect immediately and shall not be stayed pursuant to Bankruptcy Rules 3020(e), 6004(h), 6006(d), or 7062. If any or all of the provisions of this Order are hereafter reversed, modified, vacated or stayed by a subsequent order of the Bankruptcy Court, or any other court, such reversal, stay, modification or vacatur shall not affect the validity or enforceability of any act, obligation, indebtedness, liability, priority, or lien incurred or undertaken by the Debtors, or the Reorganized Debtors, as applicable, prior to the effective date of such reversal, stay, modification or vacatur. Notwithstanding any such reversal, stay, modification or vacatur of this Order, any such act or obligation incurred or undertaken pursuant to, or in reliance on, this Order prior to the effective date of such reversal, stay, modification or vacatur shall be governed in all respects by the provisions of this Order, the Plan and the Plan Documents, and shall remain binding on the Debtors or the Reorganized Debtors, as the case may be.

87. In the event of a conflict between the terms of this Order, the Plan, the Plan Documents, and/or the Litigation Trust Agreement or any other supporting document, the provisions of this Order shall control. In the event of a conflict between the terms and conditions of this Order, the Plan, and the Plan Documents, the terms and conditions of this Order shall govern. The provisions of this Order are integrated with each other and are non-severable and mutually dependent unless expressly stated by further order of the Bankruptcy Court.

88. On the Effective Date, the Debtors shall File a notice of the occurrence of the Effective Date (the “Notice of Effective Date”) with the Bankruptcy Court. As soon as

practicable after the occurrence of the Effective Date, the Reorganized Debtors shall serve the Notice of Effective Date on all holders of Claims and Interests, the U.S. Trustee, and other parties in interest, by causing the Notice of Effective Date to be delivered to such parties by first class United States mail. The Reorganized Debtors shall also post the Notice of Effective Date on the website for the Chapter 11 Cases: <http://www.kccllc.net/Vista>.

### END OF ORDER ###

**Submitted by:**

**HAYNES AND BOONE, LLP**

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

**EXHIBIT A**

**The Plan**



**Exhibit B**

**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.	§	Jointly Administered

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

On October 27, 2020, the Bankruptcy Court conducted a hearing (the “Confirmation Hearing”) to consider confirmation of the *Fourth Amended Joint Plan of Reorganization of Vista*

<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.

*Proppants and Logistics, LLC, et al., Pursuant to Chapter 11 of the Bankruptcy Code*, dated October 26, 2020 [Docket No. 682] (the “Plan”), filed by Vista Proppants and Logistics, LLC and its debtor affiliates, as debtors and debtors in possession (collectively, the “Debtors”).<sup>2</sup> As referred to herein, the “Plan” shall be the Plan attached hereto as **Exhibit A**, which incorporates modifications referred to herein. Based on the evidence presented at the Confirmation Hearing, including the *Declaration of Gary Barton in Support of Confirmation of the Plan*, dated October 26, 2020 [Docket No. 688] (the “Barton Declaration”), the *Declaration of Sanjiv Shah in Support of Confirmation of the Plan*, dated October 26, 2020 [Docket No. 686] (the “Piper Sandler Declaration”), and the *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] (the “Ballot Certification”), the arguments and representations of counsel on the record at the Confirmation Hearing, the Findings of Fact and Conclusions of Law entered contemporaneously with this Order, and the entire record in the Chapter 11 Cases, the Bankruptcy Court has determined that the Plan satisfies the applicable provisions of the Bankruptcy Code, and should therefore be confirmed. It is therefore ORDERED:

**A. Confirmation of the Plan and Approval of Plan Documents**

1. The Plan is **CONFIRMED** in its entirety under section 1129 of the Bankruptcy Code, and all of the terms and conditions contained in the Plan are **APPROVED** as set forth

<sup>2</sup> Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to such terms in the Plan. The rules of interpretation set forth in Article I.B of the Plan apply to this Order.

herein. The Debtors are authorized to implement the Plan in accordance with its terms and conditions as set forth therein and herein.

2. The Plan Documents (including the Plan Supplement as filed with the Bankruptcy Court, as may be amended through and including the Effective Date) and such other certificates, documents, and instruments that may be necessary or appropriate to effectuate the transactions contemplated thereunder and in the Plan, and the terms and conditions thereof, are **APPROVED**. All of the foregoing materials comply with the terms of the Plan, and the filing and notice of such documents was good and proper and in accordance with the Bankruptcy Code, the Bankruptcy Rules, and Local Bankruptcy Rules, and no other or further notice is or shall be required. The Debtors, with the consent of the Required Consenting Lenders and the Committee, are authorized to make non-material modifications to the Plan Documents through and including the Effective Date in accordance with Bankruptcy Code section 1127 without further order of the Bankruptcy Court to the extent necessary to make any changes required or appropriate to implement, effectuate, and consummate the Plan, the Plan Documents, the terms of this Order, and the transactions respectively contemplated thereunder. The Plan and the Plan Documents have been negotiated in good faith and at arm's length and shall, as of the Effective Date, be immediately effective and enforceable and deemed binding on all parties in interest, including the Debtors, the Reorganized Debtors, the Estates, all holders of Claims and Interests (irrespective of whether or not any such holder of Claims or Interests is Impaired under the Plan, and whether or not such holder voted to accept the Plan), all Entities that are parties to or are subject to the settlement, 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, and in each case, each of their

respective affiliates, successors, and assigns. The Debtors and the non-Debtor parties to the Plan Documents are authorized to execute and deliver the Plan Documents as required and directed by the Plan.

3. All objections, if any, with regard to the Confirmation of the Plan and the relief granted in this Order that have not been withdrawn, waived, settled, or otherwise dealt with as expressly provided herein or on the record at the Confirmation Hearing are hereby **OVERRULED** on the merits, with prejudice. All objections to the entry of this Order or to the relief granted herein that were not timely Filed are hereby forever barred.

4. The Findings of Fact and Conclusions of Law entered contemporaneously with this Order constitute findings of fact and conclusions of law in accordance with Bankruptcy Rule 7052, made applicable to these proceedings by Bankruptcy Rule 9014. All findings of fact and conclusions of law announced by the Bankruptcy Court at the Confirmation Hearing in relation to Confirmation of the Plan, including the Bankruptcy Court's rulings with respect to the Confirmation, are hereby incorporated into this Order. To the extent that any of the following constitute findings of fact or conclusions of law, they are adopted as such. All findings of fact or conclusions of law set forth in this Order (including any findings of fact or conclusions of law announced by the Bankruptcy Court at the Confirmation Hearing and incorporated herein) constitute rulings of the Bankruptcy Court, are part of this Order, and are adopted as such.

**B. Settlement of Claims and Controversies**

5. Pursuant to section 1123(b)(3)(A) of the Bankruptcy Code and Bankruptcy Rule 9019, and in consideration for the Plan Distributions and other benefits provided under the Plan, the provisions of the Plan shall constitute a good faith compromise and settlement of all Claims and controversies relating to the rights that a holder of a Claim or Interest may have with respect

to such Claim or Interest or any Plan Distribution on account thereof. The entry of this Order shall constitute the Bankruptcy Court's approval, as of the Effective Date, of each of the compromises and settlements embodied in the Plan, including the treatment of Claims and Interests under the Plan, and the Bankruptcy Court's finding that all such compromises and/or settlements are: (i) in the best interest of the Debtors, the Estates, the Reorganized Debtors, their respective Creditors and their respective properties and stakeholders; (ii) fair, equitable and within the range of reasonableness; and (iii) satisfy the requirements of Bankruptcy Rule 9019 and section 1123(b)(3)(A). The provisions of the Plan, including, without limitation, the Plan's settlement, compromise, release, injunction, and exculpation provisions, are mutually dependent.

**C. Effects of Confirmation of the Plan**

6. The provisions of the Plan and this Order are binding on all parties in interest in the Chapter 11 Cases, including the Debtors, the Reorganized Debtors, the Estates, all holders of Claims and Interests (irrespective of whether or not any such holder of Claims or Interests is Impaired under the Plan, whether or not such holder voted to accept the Plan, or whether such holder filed a proof of its Claim or Interest), all Entities that are parties to or are subject to the settlement, 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, and in each case, each of their respective agents, heirs, affiliates, successors, and assigns.

7. Upon entry of this Order, the Debtors and their directors, officers, agents, attorneys, and professionals, along with the parties to the Plan Documents, are authorized and directed to effect any and all transactions contemplated or required by the Plan and Plan Documents. On and after the Effective Date, the Debtors and their directors, officers, agents,

attorneys, and professionals, along with the parties to the Plan Documents, are authorized and directed to take all necessary and appropriate steps and corporate action to implement the terms of the Plan and the Plan Documents, regardless of whether such actions are specifically referred to in the Plan or the Plan Documents, without the need for further shareholder, member, director, officer, or any other corporate approvals, or further order of the Bankruptcy Court.

8. Except as otherwise provided by the Plan or this Order, the rights afforded under the Plan and the treatment of Claims and Interests under the Plan are in exchange for and in complete satisfaction, discharge, and release of, all Claims against or Interests in the Debtors or Estate Property (including, without limitation, the Retained Causes of Action and the Litigation Trust Assets) and termination of all Interests (with the exception of the New Equity Interests and Interests in the Debtors other than Vista HoldCo).

9. Except as otherwise provided in the Plan, this Order, or separate Final Order, any and all injunctions or automatic stays provided for in the Chapter 11 Cases under sections 105 and 362 of the Bankruptcy Code, or otherwise, and in existence on the Confirmation Date, shall remain in full force and effect through the Effective Date. All injunctions or stays contained in the Plan or this Order shall remain in full force and effect in accordance with their terms.

10. Except as otherwise provided in section 1141(d)(3) of the Bankruptcy Code, and subject to the occurrence of the Effective Date, on and after the entry of this Order, the provisions of the Plan and this Order shall bind every holder of a Claim against or Interest in any Debtor and inure to the benefit of and be binding on such holder's respective successors and assigns, regardless of whether the Claim or Interest of such holder is impaired under the Plan and whether such holder has accepted the Plan.

**D. Vesting of Assets Free and Clear of Liens and Claims**

11. Except as otherwise provided in the Plan or this Order, all property of the Estate of a Debtor (other than the Litigation Trust Assets which shall be transferred to the Litigation Trust on the Effective Date), and any property acquired by a Debtor or Reorganized Debtor under the Plan, will vest in the applicable Reorganized Debtors, free and clear of all Claims, Liens, charges, other encumbrances, Interests and other interests; *provided, however*, that (a) any holder of an Allowed Other Secured Claim that is reinstated pursuant to the Plan shall retain any Liens securing such holder's Claim until such Claim has been paid in full, (b) each holder of an Allowed PlainsCapital ABL Secured Claim shall retain its Liens on all ABL Priority Collateral securing such Allowed PlainsCapital ABL Secured Claim until the earlier of payment in full of such Allowed PlainsCapital ABL Secured Claim or receipt by such holder of all ABL Priority Collateral securing such Allowed PlainsCapital ABL Secured Claim in accordance with the Plan, and (c) each holder of an Allowed MAALT Secured Claim shall retain its Liens on all MAALT Priority Collateral securing such Allowed MAALT Secured Claim until the earlier of payment in full of such Allowed MAALT Secured Claim or receipt by such holder of all MAALT Priority Collateral securing such Allowed MAALT Secured Claim in accordance with the Plan.

12. On and after the Effective Date and, in the case of a Secured Claim, upon satisfaction in full of the portion of the Secured Claim that is Allowed as of the Effective Date pursuant to the terms and conditions of the Plan, 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 or the Litigation Trust Causes of Action shall not constitute a waiver or release of such Cause of Action.

13. Notwithstanding anything in the Plan or this Order to the contrary, and except as may be otherwise ordered by the Bankruptcy Court with respect to the Standing Motion Claims, the transfer to the Litigation Trust of the Litigation Trust Causes of Action and the vesting in the Reorganized Debtors of the Retained Causes of Action, in each case free and clear of all Claims, Liens, charges, other encumbrances, Interests and other interests as of the Effective Date, shall not limit or waive the rights of any party to any subsequently commenced Litigation Trust Cause of Action or Retained Cause of Action to assert the same rights, claims and/or defenses that such party could have asserted in such Cause of Action had such Cause of Action been commenced by the Debtors prior to the Effective Date; *provided, however*, that, in the case of Litigation Trust Causes of Action, nothing in this paragraph 13 shall constitute a determination of the merits of any such rights, claims and/or defenses that may be raised against the Litigation Trustee.

**E. Continued Corporate Existence**

14. Except as otherwise provided in the Plan, the Debtors shall continue to exist after the Effective Date as Reorganized Debtors in accordance with the applicable laws of the respective jurisdictions in which they are incorporated or organized and pursuant to the Updated Governance Documents. On or after the Effective Date, the Debtors or Reorganized Debtors, as the case may be, are authorized pursuant to Article IV of the Plan to take any such action as may be necessary or appropriate to effect any transaction described in, approved by, contemplated by, or necessary to effectuate the Plan, including causing: (i) a Reorganized Debtor to be merged into another Reorganized Debtor or an affiliate of a Reorganized Debtor; or (ii) a Reorganized

Debtor to be dissolved. The dissolution of Vista HoldCo in accordance with the Plan shall not terminate or waive any rights , claims, and/or defenses any member, director or officer may have under the Vista HoldCo limited liability agreement in response to any Litigation Trust Cause of Action which may be asserted against such member, director or officer; provided, however, that nothing in this paragraph 14 shall constitute a determination of the merits of any such rights, claims, and/or defenses that may be raised against the Litigation Trustee.

**F. Implementation of the Plan**

15. Pursuant to section 1123(a)(5)(D) of the Bankruptcy Code, on, or, unless specifically provided otherwise herein, prior to the Effective Date, or as soon thereafter as is reasonably practicable, the Debtors or Reorganized Debtors, as applicable, may take all actions as may be necessary or appropriate to effect any transaction described in, approved by, contemplated by, or necessary to effectuate the Plan and the terms of this Order, including (a) the issuance of all securities, notes, instruments, certificates, and other documents required to be issued pursuant to the Plan, and the consummation of one or more corporate transactions, as shall be provided for, described in, or contemplated by the Plan Documents; (b) the actions consistent with or reasonably necessary to implement the terms of the Restructuring Transactions; (c) the execution and delivery of appropriate agreements or other documents containing terms that are consistent with or reasonably necessary to implement the terms of the Plan (including the Plan Documents) and that satisfy the requirements of applicable law; (d) the execution and delivery of appropriate instruments of transfer, assignment, assumption, or delegation of any asset, property, right, liability, duty, or obligation on terms consistent with the terms of the Plan and the Plan Documents and having other terms for which the applicable parties agree; (e) the filing of appropriate certificates or articles of incorporation,

reincorporation, merger, consolidation, conversion, amalgamation, arrangement, continuance, or dissolution pursuant to applicable state or provisional law; and (f) all other actions that the applicable Entities determine to be necessary or appropriate and that are not inconsistent with the Plan or the terms of this Order.

16. All such actions taken or caused to be taken consistent with the terms of this Order and the Plan, including any such actions taken with respect to the Restructuring Transactions prior to the date of entry of the Confirmation Order, shall be deemed to have been authorized and approved by the Bankruptcy Court without further approval, act or action under any applicable law, order, rule or regulation.

17. On the Effective Date, the Reorganized Debtors shall be authorized to enter into the Exit Facility and execute the Exit Facility Documents or any other document necessary to effectuate the Exit Facility, without the need for any further corporate action and without the need for any further corporate or organizational action by or approval of the Bankruptcy Court. As of the Effective Date, upon the granting of Liens in accordance with the Exit Facility Documents, such Liens shall constitute valid, binding, enforceable, and automatically perfected Liens in the collateral specified in the Exit Facility Documents. To the extent provided in the Exit Facility Documents, the holder(s) of Liens under the Exit Facility Documents are authorized to file, with the appropriate authorities, financing statements and other documents, to take possession of or control, or to take any other action in order to evidence, validate and perfect such Liens or security interests. The guarantees, mortgages, pledges, Liens and other security interests granted to secure the obligations arising under the Exit Facility Documents have been granted in good faith, for legitimate business purposes and for reasonably equivalent value, as an inducement to the lenders thereunder to extend credit thereunder, shall be deemed not to

constitute a fraudulent conveyance or fraudulent transfer, and shall not otherwise be subject to avoidance, recharacterization or subordination (including equitable subordination) for any purpose whatsoever under the Bankruptcy Code or applicable non-bankruptcy law, and the priorities of such Liens and security interests shall be as set forth in the Exit Facility Documents.

18. On the Effective Date, the New Parent Company is authorized to issue, or cause to be issued, and shall issue the New Equity Interests, without the need for any further corporate, partnership, limited liability company or shareholder action, pursuant to the Plan.

19. On the Effective Date, the New Parent Company and all the holders of New Equity Interests then outstanding shall be deemed to be parties to the Updated Governance Documents, substantially in the form contained in the Plan Supplement, without the need for execution by any such holder. The Updated Governance Documents shall be binding on the New Parent Company and all parties receiving, and all holders of, New Equity Interests of the New Parent Company; provided, that regardless of whether such parties execute the Updated Governance Documents, such parties will be deemed to have signed the Updated Governance Documents, which shall be binding on such parties as if they had actually signed it.

20. On the Effective Date, except to the extent otherwise provided in the Plan (including the Plan Supplement) or this Order, 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 and any non-Debtor Affiliate 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, securities, and other documentation will have no rights arising from or relating to such instruments, securities, and other

documentation, or the cancellation thereof, except the rights provided for pursuant to the Plan (including the Plan Supplement) and this Order.

21. On the Effective Date, (a) each of the DIP Loan Documents and all of the obligations, liabilities, covenants and agreements under the DIP Facility shall be automatically terminated and canceled and have no further force and effect (except for expense, reimbursement, and indemnification obligations and other provisions of the DIP Loan Documents that by their terms survive the termination thereof and except as otherwise provided in the Plan), (b) all Liens, pledges, or other security interests created in favor of the DIP Agent or DIP Lenders in the collateral securing the DIP Facility shall be automatically terminated, released and discharged, (c) each guarantee under the DIP Loan Documents shall be automatically released and discharged, (d) none of the DIP Agent or the DIP Lenders shall have any further obligations or liabilities owing to the Debtors arising out of or relating to the DIP Loan Documents, and (e) the DIP Agent shall be automatically and fully discharged and released from its duties and obligations under the DIP Loan Documents.

**G. Release of Liens**

22. Except as otherwise provided in the Plan or this Order, or any contract, instrument, release or 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.1 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 or after the Effective Date, any holder of such Secured Claim (and the applicable agents for such holder) shall be authorized and directed to release to the Debtors or Reorganized Debtors, as applicable, any collateral or other property of a 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 required or requested by the Reorganized Debtors to evidence the release of such Lien, including the execution, delivery, and filing or recording of such releases. To the extent any of the foregoing actions, whether arising prior to the Effective Date or thereafter, require action to be taken by the holders or applicable agents for such holders of Secured Claims, the Debtors or Reorganized Debtors, as applicable, shall pay the reasonable and documented fees and expenses of the holders or applicable agents for such holders of such Secured Claims, without the need for any further application or notice to or action, order, or approval of the Bankruptcy Court.

**H. New Board and Officers of the Reorganized Debtors**

23. 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, of the Reorganized Debtors shall be appointed in accordance with the respective Updated Governance Documents. Pursuant to section 1129(a)(5) of the Bankruptcy Code, the Debtors have, to the extent reasonably practicable, disclosed in advance of the Confirmation Hearing the identity and affiliations of any Person proposed to serve on the New Parent Board, as well as those Persons that will serve as an officer of the Reorganized Debtors. To the extent any such director or officer is an “insider” under the Bankruptcy Code, the nature of any compensation to be paid to such director or officer has also been disclosed to the extent reasonably practicable.

Such appointment and designation is hereby approved and ratified as being in the best interests of the Debtors and their creditors and consistent with public policy, and such directors and officers are hereby deemed elected and appointed to serve in their respective capacities as of the Effective Date without further action of the Bankruptcy Court, the Reorganized Debtors or their security holders.

24. Following the Effective Date, the applicable Reorganized Debtors are authorized, but not directed, to enter into new employment agreements with members of the management team subject to approval by the New Parent Board. Except to the extent that a member of the board of managers, directors or similar governing body of a Debtor continues to serve in such capacity on the Effective Date, such members of each Debtor prior to the Effective Date, in their capacities as such, shall have no continuing obligations to the Reorganized Debtors on or after the Effective Date and each such member will be deemed to have resigned or shall otherwise cease to be a manager or director of the applicable Debtor on the Effective Date without any further action required on the part of any such Debtor. Except to the extent that a member of the board of managers, directors or similar governing body of a Debtor continues to serve in such capacity on the Effective Date, the managers, members, or directors of the Debtors serving on and after the Petition Date and immediately prior to the Effective Date shall have no continuing obligations or liability to the Reorganized Debtors on or after the Effective Date and each such manager, member or director will be deemed to have resigned or shall otherwise cease to be a manager, member or director on the Effective Date.

#### **I. Intercompany Claims**

25. On the Effective Date and without the need for any further corporate action or approval of any board of directors, management, or shareholders of any Debtor or Reorganized

Debtor, as applicable, all Intercompany Claims shall, at the option of the Debtors, with the consent of the Required Consenting Lenders, either (a) be Reinstated and unaffected by the Plan and continue in place following the Effective Date, or (b) cancelled, released, and extinguished without any distribution.

**J. Provisions Related to Executory Contracts**

26. In accordance with Article V of the Plan and except as otherwise provided in the Plan or this Order, effective as of the Effective Date, all Executory Contracts and Unexpired Leases of the Debtors that were not previously assumed or rejected by prior order of the Bankruptcy Court are deemed rejected, other than those Executory Contracts or Unexpired Leases that: (a) previously were assumed or rejected by the Debtors; (b) previously expired or terminated pursuant to their own terms; (c) are specifically designated on the Schedule of Assumed Contracts and Leases filed and served prior to commencement of the Confirmation Hearing (as may be amended or modified in accordance with the Plan); or (d) are subject to a motion to assume Executory Contracts or Unexpired Leases that is pending on the Confirmation Date.

27. Effective as of the Effective Date, the payment of any applicable cure amount, and the resolution of any cure dispute, the entry of this Order by the Bankruptcy Court shall constitute approval of the rejections, assumptions, and assumptions and assignments provided for in the Plan pursuant to sections 365(a) and 1123 of the Bankruptcy Code. Each Executory Contract and Unexpired Lease assumed pursuant to the Plan or by order of the Bankruptcy Court but not assigned to a third party before the Effective Date shall vest in and be fully enforceable by the applicable Reorganized Debtor in accordance with its terms, except as modified by the



provisions of the Plan, any order of the Bankruptcy Court authorizing and providing for its assumption, or applicable law.

28. Unless otherwise indicated or provided in a separate order of the Bankruptcy Court, and subject to the Reorganized Debtors' right, with the consent of the Required Consenting Lenders, to alter, amend, modify, or supplement the Schedule of Assumed Contracts and Leases at any time through and including 45 days after the Effective Date in accordance with Article V.A of the Plan, each Executory Contract and Unexpired Lease rejected pursuant to the Plan shall be deemed rejected by the Bankruptcy Court as of the Effective Date.

29. On August 19, 2020, the Debtors filed the *Notice of Cure Procedures* [Docket No. 407] (the "Cure Notice"), identifying the Executory Contracts and Unexpired Leases that may be assumed under the Plan and the cure amounts, if any, necessary to assume such Executory Contracts and Unexpired Leases. On September 19, 2020, the Debtors filed with the Bankruptcy Court the Schedule of Assumed Contracts and Leases [Docket No. 549] identifying Executory Contracts and Unexpired Leases that the Debtors intend to assume pursuant to Article V of the Plan. On October 1, 2020, the Debtors filed with the Bankruptcy Court an amended Schedule of Assumed Contracts and Leases [Docket No. 612]. On October 23, 2020, the Debtors filed a further amended Schedule of Assumed Contracts and Leases [Docket No. 671].

30. With respect to each Executory Contract or Unexpired Lease to be assumed or assumed and assigned by the Debtors, unless otherwise determined by the Bankruptcy Court pursuant to a Final Order or agreed to by the parties thereto prior to the Effective Date, the dollar amount required to cure any defaults of the Debtors existing as of the Confirmation Date shall be the cure amount set forth in the Cure Notice. The cure amount shall be satisfied, under section 365(b)(1) of the Bankruptcy Code, by the Debtors or Reorganized Debtors, as applicable, upon

assumption of the relevant Executory Contract or Unexpired Lease. Upon payment in full of the cure amount, any and all proofs of Claim or portions of proof of Claim based solely upon an Executory Contract or Unexpired Lease that has been assumed in the Chapter 11 Cases or hereunder shall be deemed Disallowed and expunged without any further notice to or action by any party or order of the Bankruptcy Court.

31. Pursuant to the cure procedures provided by the order approving the Disclosure Statement [Docket No. 405] (the “Disclosure Statement Order”), and except as otherwise expressly provided herein, any and all objections to the assumption of any Executory Contract or Unexpired Lease, including, without limitation, any objection to the Debtors’ proposed cure amount or the provision of adequate assurance of future performance pursuant to section 365 of the Bankruptcy Code, were required to be filed with the Bankruptcy Court on or before September 10, 2020 at 4:00 p.m. Central Time (the “Cure Objection Bar Date”). Except as provided in Paragraphs 32 and 33 below, all non-Debtor counterparties to the Executory Contracts and Unexpired Leases failed to timely object to the Debtors’ proposed cure amount or the proposed assumption or assumption and assignment of Executory Contracts and Unexpired Leases and are deemed to have consented to such assumption or cure amount (even if zero dollars (\$0)), and shall be forever barred, estopped, and enjoined from challenging the validity of such assumption or assumption and assignment or the amount of such cure amount.

32. The following objections to the Cure Notice were timely<sup>3</sup> filed: (i) *Lonestar Prop 50, LLC’s Objection to Notice of Cure Procedures* [Docket No. 416] (the “LP50 Cure Objection”); (ii) *Hogg Ranch, LLC’s and DDC Ranch Consulting, LLC’s Objection to Notice of*

<sup>3</sup> The Debtors agreed to extend the Cure Objection Bar Date for certain parties.

*Cure Procedures* [Docket Nos. 427-28] (the “Hogg Ranch Cure Objection”); (iii) *Sequitur Permian, LLC’s Limited Objection to the Assumption of Contracts Listed as Executory in Debtors’ Notice of Cure Procedures* [Docket No. 474, as amended by Docket No. 491] (the “Sequitur Cure Objection”); (iv) *EOG Resources, Inc.’s Objection to Notice of Cure Procedures* [Docket No. 487] (the “EOG Cure Objection”); (v) the *Objection of United Electric Cooperative Services, Inc. to Notice of Cure Procedures* [Docket No. 490] (the “United Electric Cure Objection”); (vi) *John Goodlett’s Objection to Notice of Cure Procedures* [Docket No. 493] (the “Goodlett Cure Objection”); (vii) the *Objection of GBH Properties LLC, GHMR II, LLC, and GHMR Operations, LLC to the Debtors’ Notice of Cure Procedures* [Docket No. 494] (the “GHMR Cure Objection”); (viii) the *Objection of Forth Worth & Western Railroad Company to Notice of Cure Procedures* [Docket No. 495] (the “FW&W Cure Objection”); (ix) the *Objection to Assumption of Executory Contract and to Proposed Cure Amount* filed by Texas, Gonzales & Northern Railway Company [Docket No. 533] (the “TXGN Cure Objection” and collectively with the LP50 Objection, the Hogg Ranch Objection, the Sequitur Objection, the EOG Objection, the United Electric Objection, the Goodlett Objection, the GHMR Objection, and the FW&W Objection, the “Cure Objections”). The Debtors also received certain informal cure objections from various counterparties to Executory Contracts and Unexpired Leases. The Debtors have resolved the informal cure objections pursuant to the provisions of this Order.

33. The Debtors have resolved all Cure Objections by: (i) agreeing with the cure amounts asserted in the applicable Cure Objection, (ii) removing the underlying Executory Contracts or Unexpired Leases addressed in the Cure Objection from the Schedule of Assumed Contracts and Leases, or (iii) otherwise addressing the applicable Cure Objection, as follows:

- a. LP50 Cure Objection. The LP50 Cure Objection was withdrawn on September 18, 2020 pursuant to the Withdrawal of Lonestar Prop 50,

LLC's Objection to Notice of Cure Procedures [Docket No. 545]. Additionally, any other term of the Plan or this Order notwithstanding, Lonestar Prop 50, LLC ("Lonestar Prop 50"), and the Debtors and Reorganized Debtors stipulate and agree that the Debtors' or the Reorganized Debtors', as applicable, deadline to assume or reject the Mining Agreement (as defined in the LP50 Cure Objection) shall be extended through and including the date that is sixty (60) days after the Effective Date, but not later than January 4, 2021 ("Assumption Deadline"). If the Reorganized Debtors desire to assume the Mining Agreement, they shall consult with Lonestar Prop 50's counsel. If Lonestar Prop 50 does not oppose the assumption, then Debtors may file a notice of assumption and the Mining Agreement shall be deemed as assumed without further order of the Court. If Lonestar Prop 50 opposes assumption, the Debtors shall file a motion to assume the Mining Agreement. If a notice of assumption or a motion to assume the Mining Agreement is not filed by the Assumption Deadline, the Mining Agreement shall be deemed as rejected without further order of the Court. Until the Mining Agreement is either assumed or rejected, the Debtors and the Reorganized Debtors, as applicable, shall continue to perform their obligations under the Mining Agreement pending the assumption or rejection of the Mining Agreement, and shall continue to make royalty payments to Lonestar Prop 50 as set forth in the Agreed Order Regarding Lonestar Prop 50 LLC's Motion for Payment of Lonestar Prospects, Ltd. d/b/a Vista Sand Ltd.'s Obligations under the Mining Agreement Pursuant to 11 U.S.C. Section 365(d)(3) [Docket No. 291].

Hogg Ranch Cure Objection. Hogg Ranch, LLC and DDC Ranch Consulting, LLC stipulate and agree that the Debtors' or the Reorganized Debtors', as applicable, deadline to assume or reject the Lease Agreement (as defined in the Hogg Ranch Cure Objection) and related contracts shall be extended to November 30, 2020; provided, that the Debtors and the Reorganized Debtors, as applicable, shall continue to perform their obligations under the Lease Agreement pending the Filing by the Debtors or the Reorganized Debtors, as applicable, with the Bankruptcy Court of a notice of assumption or rejection of the Lease Agreement; provided further that Hogg Ranch, LLC and DDC Ranch Consulting, LLC shall retain any setoff and recoupment rights pending further order of the Bankruptcy Court.

- b. Sequitur Cure Objection. The Debtors have resolved the Sequitur Cure Objection by not including any agreements with Sequitur Permian, LLC in the Schedule of Assumed Contracts and Leases.
- c. EOG Cure Objection. EOG Resources, Inc. ("EOG") stipulates and agrees that the Debtors' or the Reorganized Debtors', as applicable, deadline to assume or reject the agreements with identified as numbers 21-24 in the

Schedule of Assumed Contracts and Leases at Docket No. 671 shall be extended to November 30, 2020, and the parties reserve all rights with respect thereto; provided, that the Debtors and the Reorganized Debtors, as applicable, shall continue to perform their obligations under the Sand Supply Agreement pending the Filing by the Debtors or the Reorganized Debtors, as applicable, with the Bankruptcy Court of a notice of assumption or rejection of the Sand Supply Agreement; provided further, that if the Debtors or the Reorganized Debtors seek to assume the Sand Supply Agreement and a consensual resolution of the EOG Cure Objection has not been reached by November 30, 2020, then the Reorganized Debtors or EOG shall request that the Bankruptcy Court schedule the EOG Cure Objection for hearing, and the parties reserve all rights with respect thereto.

- d. United Electric Cure Objection. The Debtors have resolved the United Electric Cure Objection by agreeing to the following cure amounts for Contracts with United Electric Cooperative Services, Inc.:
  - i. Agreement for Electric Service dated June 13, 2011, with an effective date of April 8, 2011 (Cresson Service Contract): **\$110,194.73.**
  - ii. Electric Service Agreement dated August 10, 2017, with an effective date of August 10, 2017 (Tolar Service Contract): **\$30,969.22.**
- e. Goodlett Cure Objection. John Goodlett stipulates and agrees that the Debtors' or the Reorganized Debtors', as applicable, deadline to assume or reject the Royalty Agreement (as defined in the Goodlett Cure Objection) and related contracts shall be extended through and including the date that is sixty (60) days after the Effective Date; provided, that the Debtors and the Reorganized Debtors, as applicable, shall continue to perform their obligations under the Royalty Agreement pending the Filing by the Debtors or the Reorganized Debtors, as applicable, with the Bankruptcy Court of a notice of assumption or rejection of the Royalty Agreement.
- f. GHMR Cure Objection. The Debtors have resolved the GHMR Cure Objection by entering into modified agreements with respect to (i) the Lease Agreement dated April 1, 2019, between GHMR II, LLC ("GHMR II"), as Lessor, and Maalt, LP, as Lessee, covering residential property in Monahans, Texas ("Monahans Lease"); (ii) Lease Agreement dated December 1, 2014, between GHMR Operations, LLC ("GHMR") and Lonestar Prospects, Ltd., as Lessee, covering approximately 869 acres in Hood County, Texas (the "Tolar Lease"); (iii) First Amendment to Lease Agreement dated March 1, 2017, between GHMR, as Lessor, and

Lonestar Prospects, Ltd., as Lessee, which amends the Tolar Lease (“Tolar Amendment”); and (iv) the Commercial Lease Agreement – Fort Worth Corporate Office dated May 1, 2016, between GBH Properties, LLC and Maalt Specialized Bulk, LLC; *provided, however*, that the foregoing described resolution of the GHMR Cure Objection is subject to the Debtors’ assumption of the Tolar Lease, as will be modified by agreement of GHMR and Lonestar Prospects, Ltd. in the form of an amended and restated lease in form and substance acceptable to GHMR and Lonestar Prospects, Ltd. (the “Amended Tolar Lease”) within fourteen (14) days after the Effective Date; *provided, further*, that the Debtors assumption of the Tolar Lease, as amended by the Amended Tolar Lease, shall not be effective until the entry by the Bankruptcy Court of an order granting the Debtors’ Assumption and Assignment Motion (as hereinafter defined). The Debtors are not seeking to assume the remaining Lease covered by the GHMR Cure Objection, which is the Lease Agreement dated May 1, 2016, between GHMR, as Landlord and Maalt, LP, as Tenant, covering a transloading and storage facility in Dilley, Texas (the “Dilley Lease”). Accordingly, the GHMR Cure Objection is moot with respect to the Dilley Lease.

- g. FW&W Cure Objection. The Debtors have resolved the FW&W Cure Objection by agreeing to an aggregate cure amount of **\$2,981.43** with respect to the following Contracts with Fort Worth & Western Railroad Company:
  - h. Confidential Demurrage Agreement dated September 1, 2012; and
  - i. Amendment 1 to Confidential Demurrage Agreement dated February 1, 2017.
- j. TXGN Objection. The Debtors have resolved the TXGN Objection by agreeing to a cure amount of **\$46,480.00** with respect to the Unloading Track License Agreement dated August 25, 2017.
- k. Caterpillar Financial Services Corporation (“CAT”). CAT stipulates and agrees that the Reorganized Debtors’ deadline to assume or reject the Contracts with CAT in the Schedule of Assumed Contracts and Leases (collectively, the “CAT Contracts”) shall be extended to November 30, 2020 (the “CAT Assumption Deadline”); *provided*, that the Debtors and the Reorganized Debtors, as applicable, shall continue to perform their obligations under the CAT Contracts pending the Filing by the Reorganized Debtors with the Bankruptcy Court of a notice of assumption or rejection of the CAT Contracts; *provided, further*, that if the Reorganized Debtors seek to assume the CAT Contracts and a consensual resolution of the cure amounts for the CAT Contracts has not been

reached by the CAT Assumption Deadline, then, unless otherwise agreed by the Reorganized Debtors, CAT shall file an objection to the Reorganized Debtors' proposed cure amounts on or before the date ten (10) calendar days after the CAT Assumption Deadline, and the matter shall be scheduled for hearing with the Bankruptcy Court.

- l. El Paso Natural Gas Company, L.L.C. ("ENGEC"). The Debtors have resolved the informal cure objection of ENGEC by agreeing to a cure amount of **\$0.00** as of the Petition Date with respect to the Transportation Agreement dated November 16, 2017. Further, ENGEC consents to the Debtors' assumption of such agreement.
- m. Sand Hill Land and Cattle, LLC ("Sand Hill"). The Debtors have resolved the informal objection of Sand Hill by agreeing to enter into an Amended and Restated Lease Agreement between Sand Hill and Lonestar Prospects, Ltd., in form and substance acceptable to the Debtors and Sand Hill, prior to or contemporaneously with Confirmation of the Plan.

Based on the resolutions discussed above, and except for the LP50 Cure Objection, Hogg Ranch Cure Objection, EOG Cure Objection, Goodlett Cure Objection, and CAT's informal objection, which, except as expressly set forth in this paragraph 33, are reserved for the time period set forth in the applicable subsection of this paragraph 33, each of the Cure Objections is hereby overruled.

34. Unless otherwise provided in the Plan, this Order, or by separate order of the Bankruptcy Court, each Executory Contract and Unexpired Lease that is assumed or assumed and assigned shall include any and all modifications, amendments, supplements, restatements, or other agreements made directly or indirectly by any agreement, instrument, or other document that in any manner affects such executory contract or unexpired lease, without regard to whether such agreement, instrument, or other document is listed in the Schedule of Assumed Contracts and Leases.

35. Any term of any policy, contract, or other obligation applicable to a Debtor shall be void and of no further force or effect with respect to any Debtor to the extent that such policy,

contract, or other obligation is conditioned on, creates an obligation of the Debtor as a result of, or gives rise to a right of any Entity based on any of the following: (a) the insolvency or financial condition of a Debtor (prior to the Effective Date); (b) the commencement of the Chapter 11 Cases; (c) the confirmation or consummation of the Plan, including any change of control that will occur as a result of such consummation; or (d) any change of control resulting from the issuance of the New Equity Interests.

36. Except as may be provided under a separate order of the Bankruptcy Court, any Claim resulting from the rejection of an Executory Contract or Unexpired Lease pursuant to the Plan shall be Filed with the Bankruptcy Court within 30 days after the later of: (a) the date of entry of an order of the Bankruptcy Court (including this Confirmation Order) approving such rejection, (b) the effective date of such rejection, (c) the Effective Date, or (d) 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.



37. Pursuant to Article V.B of the Plan, any obligations of the Debtors pursuant to their corporate charters, by-laws, limited liability company agreements, memorandum and articles of association, or other organizational documents and agreements to indemnify current officers, directors, managers, attorneys, accountants, investment bankers, and other professionals of the Debtors, as applicable, with respect to all present and future actions, suits, and proceedings against the Debtors or such current officers, directors, managers, attorneys, accountants, investment bankers, and other professionals of the Debtors, as applicable, 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, and all Claims for or on account of such indemnification obligations to Former Directors and Officers of the Debtors shall be deemed discharged pursuant to the Plan, without any further notice to or action, order, or approval of the Bankruptcy Court. Notwithstanding the existing bar date for filing Proofs of Claims established in the Chapter 11 Cases, all Former Directors and Officers, including Martin W. Robertson and Gary B. Humphreys, shall be entitled to file Proofs of Claims with respect to Claims related to any indemnification rights or obligations, which Proofs of Claims must be filed within thirty (30) days after the Effective Date. ~~The~~ provided, however, that the rights of any party-in-interest to object to any such Proof of Claim shall be preserved; provided further, that to the extent such Claims become Allowed Claims, recovery, if any, on such Allowed Claims shall be subordinate to payment in full of all other Allowed Class 6 General Unsecured Claims.

38. Unless otherwise provided in the Plan, 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 Bankruptcy Code section 1129(a)(13), 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.

39. 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, (a) 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 (b) such insurance policies and any agreements, documents, or instruments relating thereto shall revert in the Reorganized Debtors.

**K. Release and Exculpation Provisions Approved; Discharge of Claims Against and Interests in the Debtors**

40. The following discharge, release, exculpation, and injunction provisions of the Plan are hereby approved in their entirety, and will be effective and binding on all Persons or Entities to the extent provided therein immediately on the Effective Date without further order or action by the Bankruptcy Court, any of the parties to such releases, or any other Entity:

(a) Release of Debtors (Article VIII.A)

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 against the Debtors 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 against the Debtors 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. Nothing in this Article VIII.A shall discharge or release any claim or Cause of Action that any Entity that is not a Releasing Party may have or assert against any non-Debtor Entity.

(b) Release of Liens (Article VIII.B)

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 (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, transaction, agreement, event, or other**

**occurrence taking place on or before the Effective Date. 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 (Article VIII.D)**

**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 (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 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 (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 (to the extent of the exculpation provided pursuant to the Plan and this Order with respect to 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; and (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. Nothing in this Article VIII.F shall enjoin any Entity that is not a Releasing Party from asserting any claim or Cause of Action that such Entity may have against any other Entity other than the Debtors, the Reorganized Debtors, or the Exculpated Parties (to the extent of the exculpation provided pursuant to the Plan and this Order with respect to the Exculpated Parties).**

41. Nothing in the Plan or this Order discharges, releases, precludes, or enjoins: (a) any liability to a Governmental Unit that is not a Claim; (b) any Claim of a Governmental Unit arising on or after the Confirmation Date; (c) any police or regulatory liability to a Governmental Unit that any entity would be subject to as the owner or operator of property after the Confirmation Date, including any police or regulatory liability, if any, related to resolution of the violations asserted by the Texas Commission on Environmental Quality (“TCEQ”) in TCEQ Docket No. 2020-0365-AIR-E, Enforcement Case No. 59033; or (d) any liability to a Governmental Unit on the part of any non-Debtor. Nor shall anything in the Plan or this Order enjoin or otherwise bar a Governmental Unit from asserting or enforcing, outside this Court, any liability described in the preceding sentence. Notwithstanding any provision of the Plan, this Order, or any implementing or supplementing plan documents, Governmental Units' setoff rights under federal law as recognized in section 553 of the Bankruptcy Code, and recoupment rights, shall be preserved and are unaffected. Nothing in this Order or the Plan divests any tribunal of any jurisdiction it may have under police or regulatory law to interpret the Plan or this Order to adjudicate any defense asserted under the Plan or this Order. All Claims under environmental law arising before the Confirmation Date, including penalty claims for days of violation prior to the Confirmation Date, shall be subject to discharge and injunction under Article VIII.A and F of the Plan and treated in accordance with the Plan in all respects, and the Bankruptcy Court shall retain jurisdiction as provided in Article XI of the Plan in relation to the allowance or disallowance of any Claim under environmental law arising before the Confirmation Date. All rights are reserved in connection with the application of this paragraph to any action taken by any Governmental Unit.

42. The exculpation provided in Article VIII.E of the Plan is approved but should be construed, and will only be effective, to the extent that it is consistent with the applicable provisions of the Bankruptcy Code and case law in the Fifth Circuit. Any claims made against Exculpated Parties for acts described in Article VIII.E of the Plan shall be filed in the United States Bankruptcy Court for the Northern District of Texas, and this Bankruptcy Court retains exclusive jurisdiction to consider same.

**L. The Litigation Trust**

43. The Litigation Trustee will be appointed prior to the Effective Date in accordance with the Plan and the Litigation Trust Agreement. On the Effective Date, the Reorganized Debtors, on their own behalf and on behalf of the Litigation Trust Beneficiaries, and the Litigation Trustee 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 Reorganized Debtors shall transfer the Litigation Trust Assets to the Litigation Trust, and such transfer 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. To the extent that there is a conflict between the terms and conditions of the Litigation Trust Agreement and the Plan, the terms and conditions of the Plan shall govern.

44. On the Effective Date, the Litigation Trustee is authorized, empowered, and directed to take any and all actions necessary or appropriate to implement, effectuate, and consummate the Plan, the Litigation Trust Agreement, and this Order, and the transactions respectively contemplated in those documents, or otherwise perform his duties as Litigation



Trustee outlined in the Litigation Trust Agreement, and shall be designated as the representative of the Estates for purposes of prosecuting the Litigation Trust Causes of Action consistent with the Plan, the Litigation Trust Agreement, and this Order.

45. Without limiting the generality of the foregoing, the Litigation Trustee shall, pursuant to the terms and conditions of the Litigation Trust Agreement, (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) ~~have the right to prosecute the claims described in the Standing Motion to the extent the Standing Motion is granted, and to appeal and/or prosecute any appeal of an order on the Standing Motion;~~ (d) make distributions as provided in the Litigation Trust Agreement; and (e) provide periodic reports and updates regarding the status of the administration of the Litigation Trust as provided in the Litigation Trust Agreement. 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. The Litigation Trustee shall have the right to appeal and/or prosecute the appeal of any order on the Standing Motion. To the extent there is any successful challenge to the Litigation Trustee's right to take such actions, then the Committee shall have the right to appeal or prosecute the appeal of any order on the Standing Motion notwithstanding Article XII.D of the Plan.

46. On the Effective Date, the Litigation Trust Loan shall be provided to the Litigation Trust, which Litigation Trust Loan shall be repaid from the net proceeds, if any, of the Litigation Trust Causes of Action (other than 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. Additionally, on the Effective Date, the GUC Cash Settlement shall be funded into the Litigation Trust as follows: (a) \$2,000,000 consisting of (i) \$1,750,000 in Cash, plus (ii) \$250,000 as proceeds of the Litigation Trust Loan, *plus* (b) the GUC Cash Settlement Adjustment, in each case in accordance with the Plan. 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 Litigation Trust Assets.

47. The Debtors or Reorganized Debtors, as applicable, shall provide the Litigation Trustee 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 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.

48. The transfer of the GUC Cash Settlement, the Litigation Trust Loan, and the Litigation Trust Assets to the Litigation Trust shall be made for the benefit of the Litigation Trust Beneficiaries. Upon the transfer of the GUC Cash Settlement, the Litigation Trust Loan, 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 Settlement, the Litigation Trust Assets or the Litigation Trust; provided, however, that the Reorganized Debtors shall have and retain an interest in the promissory note issued by the Litigation Trust in connection with the Litigation Trust Loan. 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.

**M. Claims Resolution Procedures Approved**

49. The procedures for resolving contingent, unliquidated, and/or disputed claims outlined in Article VII of the Plan are hereby approved.

**N. Professional Compensation**

50. All requests for payment of Professional Compensation Claims for services rendered and reimbursement of expenses incurred prior to the Effective Date shall be Filed no

later than the Professional Compensation Final Application Deadline, consistent with the procedures provided under Article II.B of the Plan; provided, however, that ordinary course professionals shall be compensated in accordance with the terms of the Bankruptcy Court's order authorizing the Debtors to employ ordinary course professionals. 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. On the Effective Date, the Reorganized Debtors shall establish the Professional Compensation Claim Reserve for payment of Allowed Professional Compensation Claims and shall pay such Professional Compensation Claims in Cash in the amount the Bankruptcy Court allows from such reserve and from the Reorganized Debtors' Cash.

**O. Post-Effective Date Fees and Expenses**

51. Except as otherwise specifically provided in the Plan, from and after the Effective Date, the Debtors or the Reorganized Debtors, as applicable, 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 Effective 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 or the Reorganized Debtors, as applicable, 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.

**P. Exemption from Securities Laws**

52. The offering, issuance, and distribution of the New Equity Interests under the Plan shall be exempt, pursuant to section 1145 of the Bankruptcy Code, without further act or action by any Entity, from registration under (i) the Securities Act, and all rules and regulations promulgated thereunder and (ii) any state or local law requiring registration for the offer, issuance, or distribution of securities.

53. The offering, issuance, and distribution of the Litigation Trust Interests, to the extent such interests constitute or may be deemed to constitute securities under applicable U.S. securities law, shall be exempt from the registration and prospectus delivery requirements of the Securities Act and any other applicable state and federal law requiring registration and/or delivery of a prospectus prior to the offering, issuance, distribution, or sale of securities pursuant to Bankruptcy Code section 1145.

**Q. Retention of Causes of Action**

54. Except as otherwise provided in the Plan, nothing contained in the Plan or this Order shall be deemed to be a waiver or relinquishment of any rights, claims, Causes of Action, rights of setoff or recoupment, or other legal or equitable defenses that the Debtors had immediately before the Effective Date on behalf of the Estates or of themselves in accordance with any provision of the Bankruptcy Code or any applicable nonbankruptcy law. Except as otherwise provided in the Plan, the Reorganized Debtors shall have, retain, reserve, and be entitled to assert all such claims, Causes of Action, rights of setoff or recoupment, and other legal or equitable defenses as fully as if the Chapter 11 Cases had not been commenced, and all

of the Debtors' legal and equitable rights in respect of any Unimpaired Claim may be asserted after the Effective Date to the same extent as if the Chapter 11 Cases had not been commenced.

55. For the avoidance of doubt, notwithstanding anything to the contrary contained in the Plan, Disclosure Statement, as amended, or this Order, and any supplements thereto, the litigation styled *American Structural Metals, Inc. v. GHMR Operations, L.L.C., Sandview, Ltd. f/k/a Vista Sand, Vista Proppants and Logistics, L.L.C., AgTexas, FLCA, Oklahoma Energy Acquisitions, LP, Oklahoma Produced Water Solutions, LLC, Wells Fargo Bank, N.A., Engineered Software Products, Inc., MP Systems Company, Board of County Commissioners of Blaine County, Oklahoma and County Treasurer of Oklahoma / MP Systems Company v. Gary Humphreys and Marty Robertson*, Case No. CJ-2020-016, filed in the District Court of Blaine County, State of Oklahoma ("Oklahoma Suit") may proceed to conclusion (including the filing and prosecution of any appeals), including, without limitation, the taking of a judgment against any of the parties to the Oklahoma Suit; provided, however, that MP Systems Company's Claims (as that term is defined in the Plan) shall be administered exclusively in accordance with the Plan.

#### **R. Setoffs and Recoupments**

56. Except as expressly provided in the Plan and with respect to Plan Distributions made on account of any Allowed Class 6 Claim, each Reorganized Debtor may, pursuant to section 553 of the Bankruptcy Code or applicable nonbankruptcy law, offset 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 or its successors may hold against the holder of such Allowed Claim pursuant to Article VI.L of the Plan; provided, however, that neither the failure to effect a setoff or recoupment nor the allowance of any Claim hereunder will constitute

a waiver or release by a Reorganized Debtor or its successor of any Claims, rights, or Causes of Action that a Reorganized Debtor or its successor or assign may possess against such 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.G 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; provided, further, that the foregoing recoupment rights of the Reorganized Debtors shall not apply with respect to recovery on a Litigation Trust Cause of Action.

57. Except as may be otherwise agreed in writing, none of the provisions of the Plan and this Order shall be deemed to release, enjoin, impair, prejudice, have any preclusive effect upon, or otherwise affect the rights of any holder of any Claim or Interest to assert (a) a right or defense of recoupment under applicable non-bankruptcy law, or (b) a right or defense of setoff pursuant to applicable non-bankruptcy law or otherwise in accordance with section 553 of the Bankruptcy Code, against the Debtors, the Reorganized Debtors, or the Litigation Trust, as applicable (subject in each case to the Debtors', the Reorganized Debtors', or the Litigation Trust's, as applicable, right to contest the validity of such asserted right of setoff or recoupment under applicable law); provided, however, such preserved rights of recoupment and setoff may be asserted only in connection with any Retained Causes of Action asserted by the Debtors or the Reorganized Debtors and any Litigation Trust Causes of Action asserted by the Litigation Trust.

**S. Objections to Confirmation of the Plan and Disposition Thereof**

58. [Reserved]

59. With respect to the Objection of IRS to Confirmation of Debtors' Third Amended Joint Plan of Reorganization [Docket No. 563], the Debtors negotiated the following resolution. Within sixty (60) days from the date of entry of this Confirmation Order, or such later date as may be agreed by the Internal Revenue Service ("IRS"), the Reorganized Debtors shall provide to the IRS an affidavit or other reasonable evidence that meets the requirements set forth in section 1106(a)(6) of the Bankruptcy Code showing either (i) some or all of the Heavy Vehicle Use Tax Returns are not required under applicable law, or (ii) that the Heavy Vehicle Use Tax Returns, if required, have been filed. The IRS may file or amend its proof of claim without the prior authorization of the Bankruptcy Court or the Reorganized Debtors for a period of sixty (60) days following the date that each return or affidavit set forth in this paragraph was provided to the IRS.

**T. Non-Material Modifications to the Plan**

60. The first paragraph of Article III.D.3(c) is replaced in its entirety by the following:

(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 (or its designee) shall receive the following:

**U. Provisions Regarding Certain Texas Taxing Entities**

61. Kermit ISD, Hood CAD, Dilley ISD, Pecos County, Reagan County, Reeves County and its sub jurisdictions, Tarrant County, Tom Green CAD, Ward County, Winkler County, the Frio Hospital District, and Harris County (collectively, the "Texas Tax Authorities") assert that they are the holders of Claims for certain prepetition ad valorem real and business



personal property taxes. To the extent the Claims of the Texas Tax Authorities constitute Allowed Other Secured Claims (collectively, the “Allowed Secured Tax Claims”), such Claims shall be classified in Class 1 of the Plan and be paid in full in Cash (a) within ten (10) business days after the Effective Date or as soon thereafter as is reasonably practical, or (b) in the ordinary course of business when due according to their terms, whichever occurs later. Without prejudice to any of the rights and defenses of the Debtors with respect to allowance of the Texas Tax Authorities’ asserted Claims, Allowed Secured Tax Claims shall include all accrued interest properly charged in accordance with sections 506(b), 511, and 1129 of the Bankruptcy Code. The Texas Tax Authorities shall retain the Liens securing their respective Allowed Secured Tax Claims, as well as the state law priority of those Liens, until the applicable Allowed Secured Tax Claim is paid in full in accordance with the Plan. In the event that the Debtors abandon any property upon which the Texas Tax Authorities have Liens securing their respective Allowed Secured Tax Claim, the Debtors or Reorganized Debtors, as applicable, shall provide notice of such abandonment and of the occurrence of the Effective Date to the affected Texas Tax Authority.

62. Allowed Secured Tax Claims shall not be discharged until such time as such Allowed Secured Tax Claims are paid in full in accordance with the Plan. In the event of a default in the payment of any Allowed Secured Tax Claim as provided in the Plan or this Order, the affected Texas Tax Authority shall provide notice to counsel for the Debtors or the Reorganized Debtors, as applicable, who shall have twenty (20) days from the date of such notice to cure the default. If the default is not cured, the affected Texas Tax Authority shall be entitled to pursue collection of all amounts owed pursuant to state law outside of and without further order of this Bankruptcy Court. The Debtors and the Reorganized Debtors shall only be

entitled to two notices of default. Upon a third event of default, the affected Texas Tax Authority shall be entitled to pursue collection of all amounts owed pursuant to state law outside of the Bankruptcy Court without further notice. The rights and defenses of the Debtors and the Reorganized Debtors, as applicable, under Texas state law and the Bankruptcy Code with respect to this provision of the Order, including, without limitation, their right to dispute or object to the Texas Tax Authorities' asserted Claims and Liens, are fully preserved.

**V. Provisions Regarding PlainsCapital Bank**

63. On the Effective Date, the PlainsCapital ABL Secured Claims shall be deemed Allowed in an aggregate amount equal to the lesser of (a) the amount set forth in Proof of Claim Nos. 202 and 204 filed by the ABL Lender against Lonestar Prospects Management, L.L.C. and Lonestar Prospects, Ltd., respectively (collectively, the "ABL Lender Proofs of Claim"), less the total aggregate amount of any paydowns of the PlainsCapital ABL Secured Claims from and after the Petition Date through the Effective Date, and (b) the value of the ABL Priority Collateral securing such PlainsCapital ABL Secured Claims. On the Effective Date, the MAALT Secured Claims shall be deemed Allowed in an aggregate amount equal to the lesser of (a) the amount set forth in Proof of Claim Nos. 212 and 232 filed by the MAALT Lender against MAALT, LP and Denetz Logistics, LLC, respectively (collectively, the "MAALT Lender Proofs of Claim"), less the total aggregate amount of any paydowns of the MAALT Secured Claims from and after the Petition Date through the Effective Date, and (b) the value of the MAALT Priority Collateral securing such MAALT Secured Claims. The allowance and treatment under the Plan of the PlainsCapital ABL Secured Claims shall be without prejudice to the Standing Motion Claims against the ABL Lender, which shall be preserved under the Plan for prosecution by the Litigation Trustee, as contemplated in Article IV.P of the Plan, and shall not be subject to

any preclusion doctrine, including res judicata, collateral estoppel, issue preclusion, claim preclusion, waiver, judicial estoppel, or equitable estoppel, based on Confirmation of the Plan, the effectiveness of the Plan, or the allowance and treatment of the PlainsCapital ABL Secured Claims under the Plan.

64. Effective as of the Effective Date, the Reorganized Debtors shall be deemed to have transferred, assigned, and conveyed (a) all remaining Estate Property that constitutes ABL Priority Collateral (including, but not limited, pending claims and causes of action against account debtors with outstanding accounts receivable owed to the Debtors that constitutes ABL Priority Collateral) to the ABL Lender, or its designee or assignee, in full and final satisfaction, compromise, settlement, release and discharge of and in exchange for the ABL Lender's Allowed PlainsCapital ABL Secured Claims, and (b) all remaining Estate Property that constitutes MAALT Priority Collateral to the MAALT Lender, or its designee or assignee, in full and final satisfaction, compromise, settlement, release and discharge of and in exchange for the MAALT Lender's Allowed MAALT Secured Claims, in each case in accordance with the Plan. Following such transfer, assignment, and conveyance, all of the Debtors' right, title and interest in the ABL Priority Collateral and MAALT Priority Collateral will vest in the ABL Lender and MAALT Lender, respectively, free and clear of all Claims, Liens, Interests, and other encumbrances pursuant to section 1141(c) of the Bankruptcy Code other than the Liens of the ABL Lender and the MAALT Lender themselves. The Debtors or the Reorganized Debtors, as applicable, shall provide the ABL Lender/MAALT Lender with reasonable access to the books and records of the Debtors or Reorganized Debtors concerning Estate Property of the Debtors that constitutes ABL Priority Collateral or MAALT Priority Collateral. In connection with the transfer of any pending causes of action that constitute ABL Priority Collateral or MAALT

Priority Collateral (which, for the avoidance of doubt, excludes all 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 such causes of action shall be provided to the ABL Lender or the MAALT Lender, as applicable, as shared privileges, and the Debtors or Reorganized Debtors, as the case may be, are authorized to take all actions necessary to effectuate the sharing of such privileged information.

65. The ABL Lender and MAALT Lender, as applicable, shall retain all of their respective Claims and Liens in, to and against all of the ABL Priority Collateral and MAALT Priority Collateral, respectively, until such collateral is transferred to the ABL Lender or MAALT Lender, as applicable. The Debtors or the Reorganized Debtors, as applicable, shall hold any proceeds of such ABL Priority Collateral or MAALT Priority Collateral received by the Debtors in trust for the benefit of the ABL Lender and MAALT Lender, as applicable. Notwithstanding the foregoing, nothing herein shall constitute a determination that any particular Estate Property constitutes ABL Priority Collateral or MAALT Priority Collateral, and to the extent there is any dispute as to whether any Estate Property constitutes ABL Priority Collateral or MAALT Priority Collateral, the Bankruptcy Court shall retain jurisdiction to hear and determine such dispute. For the avoidance of doubt, (a) the Bankruptcy Court shall retain jurisdiction to resolve the pending Motion for Distribution of Insurance Proceeds Cash Collateral to PlainsCapital Bank [Dkt. No. 643] (the “Distribution Motion”), the distribution of any funds remaining as of the Effective Date in the Debtors’ bank accounts, any transfer or collection disputes with third parties related to the ABL Priority Collateral and the MAALT Priority Collateral, and any other issues or disputes related to rights and priorities against Estate Property that may constitute ABL Priority Collateral or MAALT Priority Collateral (the foregoing,

collectively, the “Collateral Disputes”), and (b) subject to further order of the Bankruptcy Court, the Term Agent and Term Lenders shall retain all of their respective Claims and Liens in, to and against the insurance proceeds that are the subject of the Distribution Motion.

66. For the avoidance of any doubt, that certain Agreement Regarding Sale of Finished Sand Inventory by and between Vista Proppants and Logistics, LLC, Lonestar Prospects, Ltd., PlainsCapital Bank, Gary B. Humphreys, and Martin W. Robertson, is subject to Article V.J of the Plan, and will survive and remain unaffected by the entry of this Order.

67. Notwithstanding anything in the Plan or this Order to the contrary, if the ABL Lender opts-out of the release provisions of the Plan, then the ABL Lender shall retain all rights, claims interests and causes of action, if any, that the ABL Lender may have against the Term Loan Secured Parties, including, without limitation, all rights, claims, interests and causes of action arising under or related to that certain Amended and Restated Intercreditor Agreement, dated as of November 9, 2017, by and among PlainsCapital Bank, in its capacity as ABL Lender, the Term Loan Agent, on behalf of the Term Loan Lenders, and the Debtors party thereto. The allowance and treatment under the Plan of Claims and/or Interests of the Term Loan Lenders shall be without prejudice to any claims the ABL Lender may now have or may have in the future against the Term Loan Lenders and the Term Loan Agent, which are preserved and shall not be subject to any preclusion doctrine, including res judicata, collateral estoppel, issue preclusion, claim preclusion, waiver, judicial or equitable estoppel doctrines, based on the confirmation of the Plan, the effectiveness of the Plan or the allowance and treatment under the Plan of the Claims and/or Interests of the Term Loan Lenders.

**W. Provisions Regarding Sequitur Permian, LLC**

68. Nothing in the Plan or this Order shall prejudice or operate as a bar or adjudication of any rights, claims, defenses, objections or other interests that the Debtors or Sequitur Permian, LLC have asserted or may assert in relation to Adversary Proceeding No. 20-04064 pending in the Bankruptcy Court.

**X. Provisions Regarding First Western Bank & Trust**

69. Effective as of the Effective Date, the automatic stay provided for in the Chapter 11 Cases under section 362 of the Bankruptcy Code is hereby modified to permit First Western Bank & Trust ("First Western") to take such action as may be necessary or required for First Western to take possession of any Equipment (as such term is defined in the Equipment Finance Agreement between Lonestar Prospects, Ltd. and First Western) on which First Western has a Lien and which is in the Debtors' possession as of the Effective Date, and to dispose of the same, subject to applicable non-bankruptcy law.

**Y. Provisions Regarding Pattison Agreement and Tolar Lease**

70. On October 27, 2020, the Debtors filed a motion to (a) enter into that certain Business Relationship Restructuring Agreement under section 363 of the Bankruptcy Code, and (b) assume and assign that certain Transloading Agreement dated July 12, 2017, between MAALT, LP and Pattison Sand Company, LLC (the "Assumption and Assignment Motion"). On and after the Effective Date, the Bankruptcy Court shall retain jurisdiction to hear and determine all matters related to the Assumption and Assignment Motion.

**Z. Miscellaneous Confirmation Provisions**

71. After the Effective Date, the Debtors or the Reorganized Debtors, as applicable, shall have no obligation to file with the Bankruptcy Court or serve on any parties reports that the

Debtors or the Reorganized Debtors were obligated to file under the Bankruptcy Code or Bankruptcy Court order; provided, however, that the Debtors, Reorganized Debtors, and/or Litigation Trustee, as applicable, shall comply with the U.S. Trustee's post-confirmation quarterly reporting requirements until the Chapter 11 Cases are closed, dismissed, or converted.

72. Upon entry of this Order, the Debtors, the Reorganized Debtors, the Litigation Trustee and any other Person having duties or responsibilities under the Plan, the Litigation Trust Agreement, or this Order, and their respective directors, officers, general partners, agents, trustees, representatives, and attorneys are specifically authorized, empowered, and directed to take any and all actions necessary or appropriate to implement, effectuate, and consummate the Plan, the Plan Documents, the Litigation Trust Agreement, and the terms of this Order and the transactions respectively contemplated in those documents, all in accordance with the terms thereof, and are authorized and directed to take all steps necessary and appropriate to implement the Plan terms without the need for further shareholder, member, director or other corporate approvals.

73. Notwithstanding any language herein to the contrary, nothing herein is intended, nor shall it be construed, to eliminate, waive or release any of the Debtors' Former Directors and Officers from any liabilities that may have arisen or occurred prepetition, including, without limitation, any Causes of Action (including Litigation Trust Causes of Action) against any of the Debtors' Former Directors and Officers.

74. This Order is in recordable form, and shall be accepted by any filing or recording officer or authority of any applicable governmental unit for filing and recording purposes without further or additional orders, certifications, or other supporting documents. Each federal, state, commonwealth, local, foreign, or other governmental agency is hereby authorized to

accept any and all documents, mortgages, and instruments necessary or appropriate to effectuate, implement or consummate the transactions contemplated by the Plan and this Order.

75. Under section 1146(c) of the Bankruptcy Code, the issuance, transfer, or exchange of a security, or the making or delivery of an instrument of transfer under the Plan, shall not be taxed under any law imposing a stamp tax or similar tax, including, without limitation, the issuance of the New Equity Interests. The appropriate state or local government officials or agents are directed to forego the collection of any such tax or governmental assessment and to accept for filing and recordation any of the foregoing instruments or other documents without the payment of any such tax or governmental assessment.

76. To the extent that, under applicable nonbankruptcy law, any of the actions contemplated in the Plan would otherwise require the consent or approval of the holders of Interests in the Debtors, this Order shall constitute such consent or approval, and such actions shall be, and are deemed to have been, taken by unanimous action of the holders of Interests in the Debtors.

77. Pursuant to sections 1123(a) and 1142(a) of the Bankruptcy Code, the provisions of this Order, the Plan, the Litigation Trust Agreement, and all other agreements and documents executed and delivered pursuant to the Plan shall apply and be enforceable notwithstanding any otherwise applicable non-bankruptcy law.

78. The Debtors and the Reorganized Debtors shall have the right, to the full extent permitted by section 1142 of the Bankruptcy Code, to apply to the Bankruptcy Court for an order, notwithstanding any otherwise applicable non-bankruptcy law, directing any appropriate entity to execute and deliver an instrument or perform any other act necessary to implement the Plan or the provisions of this Order.



79. This Order shall constitute all approvals and consents required, if any, by the laws, rules, or regulations of any state or other governmental authority with respect to the implementation or consummation of the Plan and Plan Documents, any documents, instruments, or agreements, and any amendments or modifications thereto, and any other acts referred to in, or contemplated by, the Plan and the Plan Documents.

80. On and after the Effective Date, pursuant to sections 105 and 1142 of the Bankruptcy Code, the Bankruptcy Court, except as otherwise provided in the Plan, the Litigation Trust Agreement, or in this Order, shall retain jurisdiction over all matters arising out of, and related to, the Chapter 11 Cases, including jurisdiction to:

(a) 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;

(b) 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;

(c) 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;

(d) ensure that distributions to holders of Allowed Claims and Allowed Interests (as applicable) are accomplished pursuant to the provisions of the Plan;

(e) 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;

(f) adjudicate, decide, or resolve any and all Litigation Trust Causes of Action;

(g) adjudicate, decide, or resolve any and all matters related to section 1141 of the Bankruptcy Code;

(h) enter and implement such orders as may be necessary to execute, implement, or consummate the provisions of the Plan, the Litigation Trust Agreement, and all contracts, instruments, releases, indentures, and other agreements or documents created in connection with the Plan, the Litigation Trust Agreement, or the Disclosure Statement;

(i) enter and enforce any order for the sale of property pursuant to sections 363, 1123, or 1146(a) of the Bankruptcy Code;

(j) 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;

(k) 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;

(l) 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;

(m) 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;

(n) enter and implement such orders as are necessary if the Confirmation Order is for any reason modified, stayed, reversed, revoked, or vacated;

(o) determine any other matters that may arise in connection with or relate to the Plan, the Disclosure Statement, the Litigation Trust Agreement, the Confirmation Order, or any contract, instrument, release, indenture, or other agreement or document created in connection with the Plan or the Disclosure Statement;

(p) enter an order concluding or closing the Chapter 11 Cases;

(q) adjudicate any and all disputes arising from or relating to distributions under the Plan;

(r) adjudicate any and all of the Collateral Disputes;

(s) 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;

(t) determine requests for the payment of Claims and Interests entitled to priority pursuant to section 507 of the Bankruptcy Code;

(u) 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;

(v) hear and determine matters concerning state, local, and federal taxes in accordance with sections 346, 505, and 1146 of the Bankruptcy Code;

(w) 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;

(x) enforce all orders previously entered by the Bankruptcy Court; and

(y) hear any other matter not inconsistent with the Bankruptcy Code.

81. If any or all of the provisions of this Order are hereafter reversed, modified, or vacated by subsequent order of the Bankruptcy Court or any other court, such reversal, modification, or vacatur shall not affect the validity of the acts or obligations incurred or undertaken under or in connection with the Plan before the Debtors', the Reorganized Debtors' or the Litigation Trustee's receipt of written notice of any such order; nor shall such reversal, modification, or vacatur of this Order affect the validity or enforceability of such act or obligation. Notwithstanding any such reversal, modification, or vacatur of this Order, any such act or obligation incurred or undertaken pursuant to, and in reliance on, this Order before the effective date of such reversal, modification, or vacatur shall be governed in all respects by the provisions of this Order, the Plan, and all documents, instruments and agreements related thereto or any amendments or modifications thereto.

82. The terms of the Plan and the Plan Supplement are incorporated herein by reference, and are an integral part of this Order. The failure to include specifically any particular

provision of the Plan in this Order will not diminish the effectiveness of such provision nor constitute a waiver thereof, it being the intent that the Plan is confirmed in its entirety.

83. The provisions of the Plan and this Order, including the Findings of Fact and Conclusions of Law entered contemporaneously with this Order, are nonseverable and mutually dependent.

84. All fees chargeable pursuant to 28 U.S.C. § 1930 shall be timely paid by each of the Reorganized Debtors (or the Disbursing Agent on behalf of each of the Reorganized Debtors) for each quarter (including any fraction thereof) until the Chapter 11 Cases are converted, dismissed, or closed, whichever occurs first.

85. On the Effective Date and following the payment of all amounts under the Plan required to be paid on the Effective Date, the Plan shall be deemed to be substantially consummated under sections 1101 and 1127 of the Bankruptcy Code.

86. This Order is a final order and the period in which an appeal must be filed shall commence upon the entry hereof. The requirements under Bankruptcy Rule 3020(e) that an order confirming a plan is stayed until the expiration of 14 days after entry of the order are hereby waived. This Order shall take effect immediately and shall not be stayed pursuant to Bankruptcy Rules 3020(e), 6004(h), 6006(d), or 7062. If any or all of the provisions of this Order are hereafter reversed, modified, vacated or stayed by a subsequent order of the Bankruptcy Court, or any other court, such reversal, stay, modification or vacatur shall not affect the validity or enforceability of any act, obligation, indebtedness, liability, priority, or lien incurred or undertaken by the Debtors, or the Reorganized Debtors, as applicable, prior to the effective date of such reversal, stay, modification or vacatur. Notwithstanding any such reversal, stay, modification or vacatur of this Order, any such act or obligation incurred or undertaken

pursuant to, or in reliance on, this Order prior to the effective date of such reversal, stay, modification or vacatur shall be governed in all respects by the provisions of this Order, the Plan and the Plan Documents, and shall remain binding on the Debtors or the Reorganized Debtors, as the case may be.

87. In the event of a conflict between the terms of this Order, the Plan, the Plan Documents, and/or the Litigation Trust Agreement or any other supporting document, the provisions of this Order shall control. In the event of a conflict between the terms and conditions of this Order, the Plan, and the Plan Documents, the terms and conditions of this Order shall govern. The provisions of this Order are integrated with each other and are non-severable and mutually dependent unless expressly stated by further order of the Bankruptcy Court.

88. On the Effective Date, the Debtors shall File a notice of the occurrence of the Effective Date (the “Notice of Effective Date”) with the Bankruptcy Court. As soon as practicable after the occurrence of the Effective Date, the Reorganized Debtors shall serve the Notice of Effective Date on all holders of Claims and Interests, the U.S. Trustee, and other parties in interest, by causing the Notice of Effective Date to be delivered to such parties by first class United States mail. The Reorganized Debtors shall also post the Notice of Effective Date on the website for the Chapter 11 Cases: <http://www.kccllc.net/Vista>.

### END OF ORDER ###

**Submitted by:**

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

**EXHIBIT A**

**The Plan**

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