



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

ENTERED

THE DATE OF ENTRY IS ON
THE COURT'S DOCKET

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

A handwritten signature in black ink, appearing to be "Edward" followed by a stylized flourish.

Signed August 19, 2020

United States Bankruptcy Judge

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

In re:	§	Chapter 11
	§	
Vista Proppants and Logistics, LLC, et al., ¹	§	Case No. 20-42002-elm11
	§	
Debtors.	§	Jointly Administered

**ORDER GRANTING DEBTORS' MOTION FOR ENTRY OF AN ORDER
(I) APPROVING THE DISCLOSURE STATEMENT, (II) FIXING A RECORD
DATE, (III) APPROVING CURE PROCEDURES, (IV) APPROVING SOLICITATION
PROCEDURES, (V) APPROVING FORM OF BALLOT AND ESTABLISHING VOTING
PROCEDURES, AND (VI) ESTABLISHING NOTICE AND OBJECTION
PROCEDURES WITH RESPECT TO CONFIRMATION OF THE DEBTORS'
CHAPTER 11 PLAN OF REORGANIZATION**

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



The Court has considered the *Debtors' Motion for Entry of an Order (I) Approving the Disclosure Statement, (II) Fixing a Record Date, (III) Approving Cure Procedures, (IV) Approving Solicitation Procedures, (V) Approving Form of Ballot and Establishing Voting Procedures, and (VI) Establishing Notice and Objection Procedures with Respect to Confirmation of the Debtors' Chapter 11 Plan of Reorganization* (the "Motion")² filed by Vista Proppants and Logistics, LLC, *et al.* (collectively, the "Debtors") and the *Second Amended Disclosure Statement in Support of the Second Amended Joint Plan of Reorganization of Vista Proppants and Logistics, LLC, et al., Pursuant to Chapter 11 of the Bankruptcy Code* (the "Disclosure Statement"). The Court finds that: (i) it has jurisdiction over the matters raised in the Motion pursuant to 28 U.S.C. § 1334; (ii) this matter is a core proceeding pursuant to 28 U.S.C. § 157(b)(2); (iii) the relief requested in the Motion is in the best interests of the Debtors, their estate, and their creditors; (iv) proper and adequate notice of the Motion has been given and no other or further notice is necessary; and (v) upon the record herein after due deliberation thereon, good and sufficient cause exists for the granting of the relief as set forth herein.

Therefore,

IT IS HEREBY ORDERED THAT:

1. The Motion is GRANTED as provided herein.
2. The Disclosure Statement complies with all aspects of section 1125 of the Bankruptcy Code and is hereby approved as containing adequate information to make an informed decision as to whether to vote to accept or reject the Plan in accordance with section 1125(a)(1) of the Bankruptcy Code.

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

3. The Debtors have provided adequate notice of the time fixed for filing objections and the hearing to consider approval of the Disclosure Statement in accordance with Bankruptcy Rules 2002 and 3017.

4. The Disclosure Statement (including all applicable exhibits thereto) provides holders of Claims or Interests and other parties in interest with sufficient notice of the injunction, exculpation, and release provisions contained in Article VIII of the Plan, in satisfaction of the requirements of Bankruptcy Rule 3016(c).

5. Any objections to approval of the Disclosure Statement that were not withdrawn or resolved at or prior to the hearing to consider approval of the Disclosure Statement are overruled.

A. Establishment of Voting Record Date

6. Pursuant to Bankruptcy Rule 3018(a), the Court hereby establishes the record date of **August 17, 2020** (the “Voting Record Date”) for purposes of determining (a) holders of Claims and Interests entitled to receive Solicitation Materials, and (b) Creditors entitled to vote to accept or reject the Plan. To the extent a Person (as defined in 11 U.S.C. § 101(41)) was not a Creditor as of the Voting Record Date but is subsequently determined to hold a Claim pursuant to an order of the Court temporarily allowing such Claim for voting purposes, such Person shall be entitled to vote to accept or reject the Plan.

B. Cure Procedures

7. The following procedures regarding the assumption of the Executory Contracts are hereby approved to the extent set forth herein, and shall govern the assumption of all Executory Contracts proposed to be assumed by the Debtors pursuant to Section 365(b) of the Bankruptcy Code (as defined in the Motion, the “Assumed Contracts”).

8. The Debtors shall serve the Cure Notice, substantially in the form attached hereto as **Exhibit 6** (the “Cure Notice”) by first class mail, facsimile, electronic transmission, or overnight mail on or before **August 20, 2020**, on each counterparty of an Executory Contract (the “Contract Counterparty”).

9. The Cure Notice shall set forth the following information: (i) the Executory Contract(s) that the Debtors may to assume under the Plan; (ii) the name and address of the Contract Counterparty; (iii) the proposed cure amount, if any, determined by the Debtors necessary to be paid to cure any existing default in accordance with the Bankruptcy Code (the “Cure Amount”); and (iv) the deadlines by which any such Contract Counterparty must file an objection to the proposed assumption of any Assumed Contract.

10. Any and all objections (the “Cure Objections”) to the assumption of any Executory Contract, including without limitation any objection to the Debtors’ proposed Cure Amount or the provision of adequate assurance of future performance pursuant to section 365 of the Bankruptcy Code (“Adequate Assurance”), must be filed with the Court on or before **September 10, 2020 at 4:00 p.m. Central Time** (the “Cure Objection Bar Date”). Cure Objections must: (a) be in writing; (b) state the name and address of the objecting Contract Counterparty; (c) be served so that they are received by the Confirmation Service List (defined below) no later than the Cure Objection Bar Date; (d) identify the Executory Contract to which the objector is party; (e) describe with particularity any dispute the Contract Counterparty has under section 365 of the Bankruptcy Code with the Cure Amount and identify the bases of the dispute under the Executory Contract; (f) attach all supporting documents; and (g) if the response contains an objection to Adequate Assurance, state with specificity what the objecting party believes is required to provide Adequate Assurance (the “Assumed Contract Objection Procedures”).

11. If no Cure Objection is timely and properly filed and served in accordance with the Assumed Contract Objection Procedures, (a) the Cure Amount set forth in the Cure Notice shall be controlling notwithstanding anything to the contrary in any Assumed Contract or other document and the Contract Counterparty thereto shall be forever barred from asserting any other claim against the Debtors with respect to such Assumed Contract arising prior to the assumption thereof, and (b) the Reorganized Debtors' promise to perform under the Assumed Contract shall be deemed Adequate Assurance thereunder. To the extent the Debtors dispute any Cure Objection, such dispute shall be presented to the Court at the Confirmation Hearing, or such later date and time as the Debtors or the Reorganized Debtors may request or the Court may order.

12. The presence of any Executory Contract on the Cure Notice indicates that the Debtors may intend to assume the Executory Contract. Additionally, pursuant to the Plan, the Debtors will file the Plan Supplement **no later than five (5) days before the Voting Deadline** (or such later date as may be approved by the Court and subject to the Debtors' reservation of rights to alter, amend, modify, or further supplement the Plan Supplement, as set forth in Article V.A. of the Plan), which shall include a Schedule of Assumed Contracts and Leases, whereby each Contract Counterparty will have notice of the Debtors' intention to assume its Executory Contract.

C. Solicitation Procedures

13. The Court hereby approves the forms of ballots, attached hereto as **Exhibit 1** and **Exhibit 2** (collectively, the "**Ballots**"), and authorizes the Debtors to use such Ballots, in substantially the same form and containing substantially similar content, for soliciting votes of creditors entitled to vote on the Plan.

14. The Court hereby grants relief to the Debtors from requirements under Bankruptcy Rule 3017 to distribute paper copies of the Plan, Disclosure Statement, this Order, and other materials to holders of Claims and Interests. The Debtors shall make the Disclosure Statement,

Plan, and this Order (this “Disclosure Statement Approval Order”), including any amendment, attachment, exhibit, or supplement related thereto, as well as the Committee’s solicitation letter, available in electronic format online at <http://www.kccllc.net/vista>.

15. The Debtors shall transmit the Confirmation Hearing Notice, substantially in the form attached hereto as **Exhibit 3** (the “Confirmation Hearing Notice”) in accordance with paragraph 15 of this Disclosure Statement Approval Order. The Confirmation Hearing Notice shall contain the address to the Debtors’ case website with a link directly to the Disclosure Statement, Plan, and this Disclosure Statement Approval Order. The chapter 11 case website shall contain a copy of the Disclosure Statement, Plan and the Disclosure Statement Approval Order, which can be reviewed online or downloaded and printed.

16. The Debtors shall transmit or cause to be transmitted on or before **August 20, 2020** (the “Solicitation Mailing Date”), the Confirmation Hearing Notice (which contains a link to the Plan, Disclosure Statement, and Disclosure Statement Approval Order, including any amendment, attachment, exhibit, or supplement related thereto) and if applicable, Ballots, or Impaired Non-Voting Status Notice or Unimpaired Non-Voting Status Notice, a solicitation letter from the Committee, a solicitation letter from the Debtors in support of the Plan, and in the Debtors’ discretion, a solicitation letter in support of the Plan from other parties-in-interest (the “Solicitation Materials”) to (a) all Creditors, (b) all Holders of Interests, and (c) all other parties in interest, as required by the Bankruptcy Rules (including those entities as described in Bankruptcy Rule 3017(f)). The Debtors will serve paper copies of the Plan, Disclosure Statement, and the Disclosure Statement Approval Order on all parties in interest who have submitted such request in writing to the Claims and Balloting Agent at VistaInfo@kccllc.com or through the Debtors’ chapter 11 case website at www.kccllc.net/vista/inquiry.

17. Transmittal to Certain Holders of Claims and Interests Who Are Deemed to Reject or Accept the Plan. The Debtors are not required to solicit votes or send Ballots to holders of Claims or Interests which are deemed to accept or reject the Plan pursuant to sections 1126(f) and 1126(g) of the Bankruptcy Code. Specifically, the Debtors are not required to solicit votes or send Ballots to holders of Claims or Interests in Classes 1, 2, 4, 5, 7, 8, and 9. The Debtors are hereby authorized to serve holders of Claims or Interests in Classes 1, 2, 4, 5, 7, 8, and 9 a copy of (i) the Confirmation Hearing Notice, and (ii) (a) an Impaired Non-Voting Status Notice, substantially in the form attached hereto as **Exhibit 4** or (b) an Unimpaired Non-Voting Status Notice, substantially in the form attached here to as **Exhibit 5**, as applicable.

18. Availability of Plan, Disclosure Statement, and the Plan Supplement. The Debtors shall make copies of the Plan and Disclosure Statement and, prior to the Confirmation Hearing, the Plan Supplement, and the Committee's solicitation letter publicly available at <http://www.kccllc.net/vista>. In addition, copies of the Plan, the Disclosure Statement, this Disclosure Statement Approval Order, and the Committee's solicitation letter may also be obtained, upon written request at least three (3) business days prior to the Voting Deadline (defined below), from the Claims and Balloting Agent at VistaInfo@kccllc.com or through the Debtors' chapter 11 case website at www.kccllc.net/vista.

D. Deadline for Submitting Ballots Accepting or Rejecting the Plan

19. The last day for submitting a Ballot accepting or rejecting the Plan (the "Voting Deadline") shall be **September 17, 2020**. All parties entitled to vote will receive a Ballot from the Debtors by mail pursuant to this Order. If a Claim has been objected to, such Creditor will **not** have the right to vote until the objection is resolved, and any vote will not be counted, unless such Creditor requests, and receives, after notice and hearing, an order of the Court under Bankruptcy Rule 3018(a) temporarily allowing the Claim for voting purposes.

20. Balloting Agent. All Ballots will be accompanied by pre-addressed, postage-paid return envelopes addressed to Vista Ballot Processing Center, c/o KCC, 222 N. Pacific Coast Highway, Suite 300, El Segundo, CA 90245.

E. Ballot Tabulation Procedures

21. The Court hereby approves the following ballot tabulation procedures:

- i. Votes Counted. The Claims and Balloting Agent shall count all Ballots filed on account of (1) Claims in the Schedules of Assets and Liabilities, that are not listed as contingent, unliquidated or disputed, and are listed in an amount in excess of \$0.00; and (2) Proofs of Claim Filed by the Voting Record Date that are not asserted as contingent or unliquidated, and are asserted in an amount in excess of \$0.00. If no Claim is listed in the Schedules of Assets or Liabilities, and no Proof of Claim is Filed by the Voting Record Date, such Creditor shall not be entitled to vote on the Plan on account of such Claim, subject to the procedures below. Further, the Claims and Balloting Agent shall not count any votes on account of Claims that are subject to an objection which has been Filed (and such objection is still pending), unless and to the extent the Court has overruled such objection by the Voting Record Date. The foregoing general procedures will be subject to the following exceptions and clarifications:
 - (1) if a Claim is Allowed under the Plan or by order of the Court, such Claim is Allowed for voting purposes in the Allowed amount set forth in the Plan or the order;
 - (2) if a Claim is listed in the Debtors' Schedules of Assets and Liabilities or a Proof of Claim is timely Filed by the Voting Record Date, and such Claim is not listed or asserted as contingent, unliquidated, or disputed, and is listed or asserted in an amount in excess of \$0.00, such Claim is temporarily Allowed for voting purposes in the amount set forth in the Debtors' Schedules of Assets and Liabilities or as asserted in the Proof of Claim;
 - (3) if a Claim is listed in the Debtors' Schedules of Assets and Liabilities or a Proof of Claim is timely Filed by the Voting Record Date, and such Claim is only partially listed or asserted as contingent, unliquidated, or disputed, such Claim is temporarily Allowed for voting purposes only in the amount not listed or asserted as contingent, unliquidated or disputed in the Debtors' Schedules of Assets and Liabilities or in the Proof of Claim;
 - (4) if a Claim is listed in the Debtors' Schedules of Assets and Liabilities or a Proof of Claim is timely Filed by the Voting Record

Date, and such Claim is listed or asserted as contingent, unliquidated, or disputed, or is listed or asserted for \$0.00 or an undetermined amount, such Claim shall not be counted for voting purposes;

- (5) if a Claim is not listed in the Debtors' Schedules of Assets and Liabilities and a Proof of Claim is Filed after the Voting Record Date, but before the applicable bar date and before September 11, 2020,³ then such Claim is temporarily Allowed for voting purposes;
- (6) any Claim to which there remains a pending objection as of the Voting Deadline, or an order has been entered granting such objection, such Claim shall not be counted for voting purposes;
- (7) if a Creditor has Filed duplicate Proofs of Claim by the Voting Record Date against one or more Debtors, such Creditor's Claim shall only be counted once for the Debtor at which the Creditor's Claim is pending for voting purposes unless the Debtors determine there is a Claim pending against multiple Debtors;
- (8) if a Proof of Claim has been amended by a later-Filed Proof of Claim, the earlier-Filed Claim will not be entitled to vote, and to the extent the later-Filed Proof of Claim is filed after the Voting Record Date, such later-Filed Proof of Claim must have been temporarily allowed for voting purposes by the Voting Record Date to be counted; and
- (9) A counterparty to an Executory Contract or Unexpired Lease that has not been rejected as of the Voting Record Date may file a motion requesting that the Court estimate such counterparty's rejection damage claim for voting purposes prior to the Voting Deadline.

B. Tabulating Votes. The following procedures shall apply for tabulating votes:

- (1) any Ballot that is otherwise timely completed, executed, and properly cast to the Claims and Balloting Agent but does not indicate an acceptance or rejection of the Plan, or that indicates both an acceptance and rejection of the Plan, shall not be counted; if no votes to accept or reject the Plan are received with respect to a

³ The Claims and Balloting Agent shall provide the applicable solicitation package to the holder of a Claim that is filed between the Voting Record Date and September 11, 2020 (and before the applicable bar date) within 4 business days of the filing of such Claim. Given that the Voting Deadline is September 17, 2020, the last day to submit a Claim with sufficient time to receive a solicitation package is September 11, 2020 (which is 4 business days prior to the Voting Deadline).

particular Class that is entitled to vote on the Plan, such Class shall be deemed to have voted to accept the Plan;

- (2) if a Creditor casts more than one (1) Ballot voting the same Claim before the Voting Deadline, the last properly cast Ballot received before the Voting Deadline shall be deemed to reflect the voter's intent and thus supersede any prior Ballots;
- (3) Allowed Class 6 Term Loan Deficiency Claims shall be deemed voted consistent with such holder's vote submitted with its Class 3 Term Loan Secured Claim Ballot;
- (4) Creditors must vote all of their Claims within a particular Class to either accept or reject the Plan, and may not split their votes within a particular Class and thus a Ballot (or group of Ballots) within a particular Class that partially accepts and partially rejects the Plan shall not be counted;
- (5) a Creditor who votes an amount related to a Claim that has been paid or otherwise satisfied in full or in part shall only be counted for the amount that remains unpaid or not satisfied, and if such Claim has been fully paid or otherwise satisfied, such vote will not be counted for purposes of amount or number; and
- (6) for purposes of determining whether the numerosity and amount requirements of sections 1126(c) and 1126(d) of the Bankruptcy Code have been satisfied, the Debtors will tabulate only those Ballots received by the Voting Deadline. For purposes of the numerosity requirement of section 1126(c) of the Bankruptcy Code, separate Claims held by a single Creditor in a particular Class shall be aggregated as if such Creditor held one (1) Claim against the Debtors in such Class, and the votes related to such Claims shall be treated as a single vote to accept or reject the Plan.

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

- (1) any Ballot received after the Voting Deadline, unless the Debtors, in their discretion, grant an extension of the Voting Deadline with respect to such Ballot;
- (2) any Ballot that is illegible or contains insufficient information to permit identification of the voter;
- (3) any Ballot cast by a Person that does not hold a Claim or Interest in a Class that is entitled to vote to accept or reject the Plan;

- (4) any duplicate Ballot will only be counted once;
- (5) any unsigned Ballot or paper Ballot that does not contain an original signature; and
- (6) any Ballot transmitted to the Claims and Balloting Agent by facsimile or electronic mail, unless the Debtors, in their discretion, consent to such delivery method.

22. The Debtors shall file objections (each, a “Voting Objection”), if any, to Claims for voting purposes on or before **September 17, 2020** (the “Voting Objection Deadline”). To the extent the Debtors file any Voting Objection, a Claim subject to such Voting Objection shall not be entitled to vote, unless such Creditor files a motion with the Court pursuant to the Bankruptcy Code, the Bankruptcy Rules and Local Bankruptcy Rules, and obtains an order from the Court temporarily allowing its Claim, for voting purposes, prior to the Voting Deadline.

23. Changing Votes. Notwithstanding Bankruptcy Rule 3018(a), if two (2) or more Ballots are cast voting the same claim prior to the Voting Deadline, the latest dated Ballot actually received prior to the Voting Deadline will be deemed to reflect the voter’s intent and thus to supersede any prior Ballots; *provided, however*, that where an ambiguity exists as to which Ballot reflects the voter’s intent, the Balloting Agent may contact the creditor and calculate the vote according to such voter’s written instructions. This procedure is without prejudice to the Debtors’ right to object to the validity of the second Ballot on any basis permitted by law and, if the objection is sustained, to count the first Ballot for all purposes. Notwithstanding anything in this Order to the contrary, the Debtors may, in their sole discretion, agree to allow a creditor to change its vote after the Voting Deadline without further order of the Court.

24. If a Creditor has not filed a Proof of Claim before the Voting Record Date, the Debtors will count such Creditor’s vote in the amount listed for the particular Claim in the Schedules of Assets and Liabilities, to the extent such Claim is not listed as contingent,

unliquidated, or disputed and is listed for an amount in excess of \$0.00. Further, for the avoidance of doubt, to the extent that no Claim is listed in the Schedules of Assets and Liabilities, or listed as contingent, unliquidated, or disputed, or in an amount of \$0.00, and no Proof of Claim has been filed by the Voting Record Date, such Creditor will not be entitled to vote, unless such Creditor files a motion with the Court pursuant to the Bankruptcy Code, the Bankruptcy Rules and Local Bankruptcy Rules, and obtains an order from the Court temporarily allowing its Claim, for voting purposes, prior to the Voting Deadline.

25. No Vote Splitting. Claim splitting is not permitted. Creditors who vote must vote all of their Claims within a particular Class to either accept or reject the Plan.

26. Absence of Votes in a Class. If no votes to accept or reject the Plan are received with respect to a particular Class, but Allowed Claims exist in such Class, such Class is deemed to have voted to accept the Plan.

27. Elimination of Class without Allowed Claims. Any Class of Claims or Interests that does not have a holder of an Allowed Claim or Allowed Interest or a Claim or Interest temporarily Allowed shall be deemed eliminated from the Plan for purposes of voting to accept or reject the Plan and for purposes of determining acceptance or rejection of the Plan by such Class pursuant to section 1129(a)(8) of the Bankruptcy Code.

28. Execution of Ballots by Authorized Representatives. In order to be counted, completed Ballots signed by trustees, executors, nominees, administrators, guardians, attorneys-in-fact, officers of corporations, or others acting in a fiduciary or representative capacity must indicate their capacity when signing. At the Debtors' request, Ballot signatories are required to submit proper evidence satisfactory to the Debtors of their authority to so act. Failure to indicate

the capacity of the signatory to the Ballot may result in the Ballot being deemed invalid and not counted.

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

30. Withdrawal of Votes. Except as otherwise directed by the Court after notice and a hearing, any holder of a Claim (or its authorized representative) in an Impaired Class who has delivered a valid Ballot for the acceptance or rejection of the Plan may withdraw such acceptance

or rejection by either (a) consent of the Debtors at any time prior to the Confirmation Hearing, or (b) delivering a written notice of withdrawal to the Balloting Agent (with copy to Debtors' counsel) at any time before the Voting Deadline. In order to be valid, a notice of non-consensual withdrawal must:

- (i) contain the description of the Claims to which it relates and the aggregate principal amount or number of shares represented by such Claims;
- (ii) be signed by the Claimholder (or its authorized representative) in the same manner as the Ballot; and
- (iii) be received by the Balloting Agent in a timely manner at the address specified in the Ballot instructions for the submission of Ballots.

The Debtors may contest the validity of any such non-consensual withdrawals of Ballots. Unless otherwise directed by the Court, a purported notice of non-consensual withdrawal of Ballots that is not received in a timely manner by the Claims and Balloting Agent and Debtors' counsel will not be effective to withdraw a previously furnished Ballot. If a holder of a claim submits a valid notice of non-consensual withdrawal prior to the Voting Deadline, such holder may submit a new Ballot, and such Ballot will be counted so long as it is received prior to the Voting Deadline and is otherwise submitted in accordance with this Order.

31. Confirmation Pursuant to Section 1129(b) of the Bankruptcy Code. If any Class of Claims entitled to vote on the Plan does not vote to accept the Plan, the Debtors may (i) seek confirmation of the Plan under Bankruptcy Code section 1129(b), or (ii) amend or modify the Plan in accordance with Article X of the Plan and the Bankruptcy Code.

32. Controversy Concerning Impairment. If a controversy arises as to whether any Claims or Interests, or any Class of Claims or Interests, are Impaired, the Court may, after notice and a hearing, determine such controversy on or before the Confirmation Date.

33. Subordinated Claims. The allowance, classification, and treatment of all Allowed Claims and Allowed Interests and the respective distributions and treatments under the Plan take into account and conform to the relative priority and rights of the Claims and Interests in each Class in connection with any contractual, legal, and equitable subordination rights relating thereto, whether arising under general principles of equitable subordination, section 510(b) of the Bankruptcy Code, or otherwise. Pursuant to section 510 of the Bankruptcy Code, the Reorganized Debtors reserve the right to re-classify any Allowed Claim or Interest in accordance with any contractual, legal, or equitable subordination relating thereto.

34. **Publication of Confirmation Hearing Notice**. Pursuant to Bankruptcy Rule 2002(1), the Debtors are hereby authorized to publish the Confirmation Hearing Notice substantially the same form attached as **Exhibit 3** to this Order, such publication to occur **not less than twenty-one (21) days before the Confirmation Hearing** in the national edition of *USA Today*. In addition, the Debtors shall publish the Confirmation Hearing Notice electronically at <http://www.kccllc.net/vista>.

F. Hearing to Consider and Deadlines related to the Confirmation of the Plan

35. The Confirmation Hearing shall commence on **September 24, 2020 at 1:30 p.m. Central Time**. The Confirmation Hearing may be continued from time to time without further notice other than an adjournment announced in open court at the Confirmation Hearing or at any subsequent adjourned Confirmation Hearing.

36. The last day for filing and serving objections to confirmation of the Plan shall be **September 17, 2020 at 4:00 p.m. Central Time** (the “Confirmation Objection Deadline”). Objections to confirmation shall be filed with the Court and served so as to be actually received by the Confirmation Objection Deadline upon (the “Confirmation Service List”): (i) counsel for the Debtors, Stephen M. Pezanosky (stephen.pezanosky@haynesboone.com), Matthew T. Ferris

(matt.ferris@haynesboone.com), and David L. Staab (david.staab@haynesboone.com); (ii) counsel for the DIP Agent and the Term Loan Agent, Charles Persons (cpersons@sidley.com), and Dennis Twomey (dtwomey@sidley.com); (iii) counsel for the Committee, Patrick Carew (pcarew@kilpatricktownsend.com), Todd Meyers (tmeyers@kilpatricktownsend.com), David Posner (dposner@kilpatricktownsend.com), and Kelly Moynihan (kmoynihan@kilpatricktownsend.com); and (iv) counsel for the Office of the United States Trustee for the Northern District of Texas, Erin Schmidt (Erin.Schmidt2@usdoj.gov).

37. Briefs in support of confirmation of the Plan and responses to Objections to confirmation shall be filed with the Court and served upon those parties listed on the Confirmation Service List by no later than **September 22, 2020**.

38. A report of the Ballots received by the Claims and Balloting Agent and a tabulation of the votes accepting or rejecting the Plan shall be filed with the Court by no later than **September 21, 2020**.

G. General Provisions

39. The Debtors are authorized to take or refrain from taking any action necessary or appropriate to implement the terms of and the relief granted in this Order without seeking further order of the Court.

40. Objections to confirmation of the Plan not timely filed and served in the manner set forth in this Order will not be considered by the Court and shall be overruled.

41. The Debtors are authorized to make non-substantive changes to the Plan, Disclosure Statement, Ballot, Impaired Non-Voting Status Notice, Unimpaired Non-Voting Status Notice, Confirmation Hearing Notice, and the Cure Notice, without further order of the Court, including, without limitation, changes to correct typographical and grammatical errors and to make conforming changes among the Plan, Disclosure Statement, and any other materials contained in

the Solicitation Materials prior to their distribution. The Debtors are also authorized to update any financial information in the Disclosure Statement with more current or accurate information to the extent available prior to the distribution of the Solicitation Materials.

42. This Court shall retain jurisdiction with respect to all matters relating to the interpretation or implementation of this Disclosure Statement Approval Order.

END OF ORDER

Submitted by:

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ATTORNEYS FOR DEBTORS

EXHIBIT 1

Form of Class 3 Ballot

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

In re:	§	Chapter 11
	§	
Vista Proppants and Logistics, LLC, et al., ¹	§	Case No. 20-42002-elm11
	§	
Debtors.	§	Jointly Administered

**BALLOT FOR HOLDERS OF CLASS 3 TERM LOAN SECURED CLAIMS
AND CLASS 6 TERM LOAN DEFICIENCY CLAIMS TO ACCEPT OR
REJECT THE CHAPTER 11 PLAN OF THE DEBTORS**

VOTING DEADLINE: September 17, 2020, at 4:00 p.m. Central Time

This ballot is to be used by holders of Claims in Class 3. Please complete, sign and date this ballot and return it in the enclosed envelope promptly. If your vote has not been received by Kurtzman Carson Consultants LLC (the “Claims and Balloting Agent”) on or before September 17, 2020, at 4:00 p.m. Central Time, it will not be counted. Facsimile signatures will not be accepted without the written consent of the Debtors.

Vista Proppants and Logistics, LLC and its debtor affiliates, as debtors and debtors-in-possession in the above-referenced chapter 11 cases (collectively, the “Debtors”) are soliciting votes with respect to the *Second Amended Joint Plan of Reorganization of Vista Proppants and Logistics, LLC, et al., Pursuant to Chapter 11 of the Bankruptcy Code* (as may be amended, the “Plan”), which is described in and attached to the *Second Amended Disclosure Statement in Support of the Second Amended Joint Plan of Reorganization of Vista Proppants and Logistics, LLC, et al., Pursuant to Chapter 11 of the Bankruptcy Code* (the “Disclosure Statement”). Term Loan Secured Claims are classified as Class 3 Claims under the Plan. Capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the Plan.

To have your vote count, this Ballot must be completed and returned to the Claims and Balloting Agent, as indicated on the enclosed return envelope. Please see the “Instructions for Completing the Ballot” below for additional information.

The Plan can be confirmed by the Court and thereby made binding upon you if (a) the Plan is accepted by the holders of at least two-thirds in dollar amount and more than one-half in number of claims in such class that votes on the Plan and (b) if it otherwise satisfies the requirements of section 1129(a) of title 11 of the United States Code (the “Bankruptcy Code”). If the requisite acceptances are not obtained, the Court may nonetheless confirm the Plan if it finds that the Plan provides fair and equitable treatment to, and does not discriminate unfairly against, the class or classes rejecting it, and otherwise satisfies the requirements of section 1129(b) of the Bankruptcy Code.

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

Item 1. Aggregate Principal Amount of Claim.

This Ballot is cast by or on behalf of the holder of the Class 3 Claim in the aggregate principal amount of \$ _____.

Item 2. Class 3 Vote.

The holder of the Term Loan Secured Claim votes its Claim as follows (check one box only):

ACCEPT
THE PLAN

-OR-

REJECT
THE PLAN

☐
☐

Item 3. Important information regarding the Third Party Release.²

AS A “RELEASING PARTY” UNDER THE PLAN, YOU ARE DEEMED TO PROVIDE THE RELEASES CONTAINED IN ARTICLE VIII.D OF THE PLAN SET FORTH BELOW:

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

² Under the Plan, “Released Party” means, except as provided in Article VIII.C of the Plan, collectively, and in each case solely in their capacities as such: (a) the Debtors; (b) the Reorganized Debtors; (c) the Term Loan Lenders; (d) the Term Loan Agent; (e) the DIP Lenders; (f) the DIP Agent; (g) the Exit Lenders; (h) the Exit Agent; and (i) with respect to each of the foregoing entities in clauses (a) through (h), such Entity’s current and former affiliates and subsidiaries, and such Entities’ and their current and former affiliates’ and subsidiaries’ directors, managers, officers, equity holders (regardless of whether such interests are held directly or indirectly), predecessors, successors, and assigns, subsidiaries, and each of their respective current and former equity holders (regardless of whether such interests are held directly or indirectly), officers, directors, managers, principals, members, employees, agents, advisors, advisory board members, financial advisors, partners, attorneys, accountants, investment bankers, consultants, representatives, and other professionals, in each case acting in such capacity at any time on or after the Petition Date; *provided, however*, that notwithstanding the foregoing, R.J. Sikes, Gary Humphreys, Marty Robertson, GMHR Operations, LLC, RJS Holdings, LLC, KCM Enterprises, LP, the Debtors’ equity holders as of the Petition Date, and any entity related to R.J. Sikes, Gary Humphreys, or Marty Robertson, other than the Debtors or the Reorganized Debtors, shall not be “Released Parties” under the Plan.

Under the Plan, “Releasing Parties” means, collectively, (a) the Debtors; (b) the Reorganized Debtors; (c) the Term Loan Lenders; (d) the Term Loan Agent; (e) the DIP Lenders; (f) the DIP Agent; (g) the Exit Lenders; (h) the Exit Agent; (i) all holders of Claims or Interests who either (1) vote to accept or (2) do not opt out of granting the releases set forth in Article VIII of the Plan by returning the opt-out election form to be included with the ballot or notice of non-voting status; and (j) with respect to each of the foregoing entities in clauses (a) through (i), such Entity’s current and former affiliates and subsidiaries, and such Entities’ and their current and former affiliates’ and subsidiaries’ current and former directors, managers, officers, equity holders (regardless of whether such interests are held directly or indirectly), predecessors, successors, and assigns, subsidiaries, and each of their respective current and former equity holders (regardless of whether such interests are held directly or indirectly), officers, directors, managers, principals, members, employees, agents, advisors, advisory board members, financial advisors, partners, attorneys, accountants, investment bankers, consultants, representatives, and other professionals, each in their capacity as such; *provided, however*, that notwithstanding the foregoing, the Debtors’ current equity holders, including Gary Humphreys and Marty Robertson shall not be “Releasing Parties” under the Plan.

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.

* * *

IF YOU ELECT TO OPT OUT OF THE RELEASES SET FORTH IN ARTICLE VIII.D OF THE PLAN, YOU WILL FOREGO THE BENEFIT OF OBTAINING THE RELEASES SET FORTH IN ARTICLE VIII.D OF THE PLAN IF YOU ARE A RELEASED PARTY IN CONNECTION THEREWITH.

OPTIONAL RELEASE ELECTION. YOU MAY ELECT TO OPT OUT OF THE RELEASE CONTAINED IN ARTICLE VIII.D OF THE PLAN ONLY IF YOU CHECK THE BOX BELOW:

• The Undersigned Holder of the Claim elects to
OPT OUT of the Third Party Release

Item 4. Certification

By returning this Ballot, the voter certifies and/or acknowledges that: (a) the claim holder has been provided with a copy of the Disclosure Statement, including the Plan; and (b) the claim holder has full power and authority to vote to accept or reject the Plan.

NAME OF HOLDER: _____

SIGNATURE: _____

NAME OF SIGNATORY: _____
(If other than holder)

TITLE: _____
(If appropriate)

ADDRESS: _____

EMAIL: _____

TELEPHONE NUMBER. () _____ - _____

DATE: _____

THE VOTING DEADLINE IS SEPTEMBER 17, 2020, AT 4:00 P.M. CENTRAL TIME. ALL BALLOTS MUST BE RECEIVED BY THE VOTING DEADLINE.

THE CLAIMS AND BALLOTING AGENT IS:

Vista Ballot Processing Center
c/o KCC
222 N. Pacific Coast Highway, Suite 300
El Segundo, CA 90245

INSTRUCTIONS FOR COMPLETING THE BALLOT

The Debtors are soliciting your vote with respect to the Plan referred to in the Disclosure Statement. Please review the Disclosure Statement in its entirety, including exhibits, before you vote.

On August 19, 2020, the United States Bankruptcy Court for the Northern District of Texas, Fort Worth Division, signed an order which established certain procedures (the “Voting Procedures”) for the solicitation and tabulation of votes to accept or reject the Plan. The Voting Procedures are described in Article III of the Disclosure Statement. Please review the Voting Procedures carefully before completing this Ballot.

Instructions: Please complete this Ballot as follows:

- (a) Complete Item 1;
- (b) Vote to accept or reject the Plan by checking the appropriate box in Item 2. **Please note that each holder’s Class 6 Term Loan Deficiency Claim(s) will be deemed voted consistent with such holder’s vote with respect to its Class 3 Term Loan Secured Claim;**
- (c) Review the Third Party Release set forth in Item 3;
- (d) Review the acknowledgment and certification set forth in Item 4;
- (e) Date this Ballot, and provide your address if it does not appear on the Ballot; and
- (f) If you are completing this Ballot on behalf of another entity, indicate your relationship with such entity and the capacity in which you are signing, and provide proof of your authorization to so sign.

TO HAVE YOUR VOTE COUNT, YOU MUST COMPLETE, SIGN AND RETURN THIS BALLOT SO THAT IT IS RECEIVED BY THE CLAIMS AND BALLOTING AGENT NO LATER THAN SEPTEMBER 17, 2020, AT 4:00 P.M. CENTRAL TIME.

YOUR ORIGINAL SIGNATURE IS REQUIRED ON THE BALLOT IN ORDER FOR YOUR VOTE TO COUNT.

YOU MUST VOTE ALL OF YOUR CLAIMS WITHIN CLASS 3 UNDER THE PLAN EITHER TO ACCEPT OR REJECT THE PLAN. A BALLOT THAT PARTIALLY ACCEPTS AND PARTIALLY REJECTS THE PLAN WILL NOT BE COUNTED.

Any party wishing to view the Plan, Plan Supplement, Disclosure Statement or the Disclosure Statement Approval Order may view such documents at **<http://www.kccllc.net/vista>**.

IF YOU HAVE ANY QUESTIONS REGARDING THIS BALLOT OR THE VOTING PROCEDURES, OR IF YOU NEED A BALLOT OR ADDITIONAL COPIES OF THE DISCLOSURE STATEMENT OR OTHER ENCLOSED MATERIAL, INCLUDING THE PLAN, PLEASE CONTACT KCC. PLEASE NOTE THAT KCC IS NOT PERMITTED TO PROVIDE LEGAL ADVICE.

Vista Ballot Processing Center
c/o KCC
222 N. Pacific Coast Highway, Suite 300
El Segundo, CA 90245
VistaInfo@kccllc.com
(866) 475-7847 (U.S./Canada) or (781) 575-2036 (International)

Please Note: This Ballot shall not constitute or be deemed a proof of claim.

EXHIBIT 2

Form of Class 6 Ballot

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

In re:	§	Chapter 11
	§	
Vista Proppants and Logistics, LLC, et al., ¹	§	Case No. 20-42002-elm11
	§	
Debtors.	§	Jointly Administered

**BALLOT FOR HOLDERS OF CLASS 6 CLAIMS TO ACCEPT OR REJECT THE
CHAPTER 11 PLAN OF THE DEBTORS**

VOTING DEADLINE: September 17, 2020, at 4:00 p.m. Central Time

This ballot is to be used by holders of Claims in Class 6. Please complete, sign and date this ballot and return it in the enclosed envelope promptly. If your vote has not been received by Kurtzman Carson Consultants LLC (the “Claims and Balloting Agent”) on or before September 17, 2020, at 4:00 p.m. Central Time, it will not be counted. Facsimile signatures will not be accepted without the written consent of the Debtors.

Vista Proppants and Logistics, LLC and its debtor affiliates, as debtors and debtors-in-possession in the above-referenced chapter 11 cases (collectively, the “Debtors”) are soliciting votes with respect to the *Second Amended Joint Plan of Reorganization of Vista Proppants and Logistics, LLC, et al., Pursuant to Chapter 11 of the Bankruptcy Code* (as may be amended, the “Plan”), which is described in and attached to the *Second Amended Disclosure Statement in Support of the Second Amended Joint Plan of Reorganization of Vista Proppants and Logistics, LLC, et al., Pursuant to Chapter 11 of the Bankruptcy Code* (the “Disclosure Statement”). General Unsecured Claims are classified as Class 6 Claims under the Plan. Capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the Plan.

To have your vote count, this Ballot must be completed and returned to the Claims and Balloting Agent, as indicated on the enclosed return envelope. Please see the “Instructions for Completing the Ballot” below for additional information.

The Plan can be confirmed by the Court and thereby made binding upon you if (a) the Plan is accepted by the holders of at least two-thirds in dollar amount and more than one-half in number of claims in such class that votes on the Plan and (b) if it otherwise satisfies the requirements of section 1129(a) of title 11 of the United States Code (the “Bankruptcy Code”). If the requisite acceptances are not obtained, the Court may nonetheless confirm the Plan if it finds that the Plan provides fair and equitable treatment to, and does not discriminate unfairly against, the class or classes rejecting it, and otherwise satisfies the requirements of section 1129(b) of the Bankruptcy Code.

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

Item 1. Amount of Claim.

The undersigned hereby certifies that as of the Voting Record Date, the undersigned was the holder of General Unsecured Claim in the following aggregate unpaid amount (insert amount in box below):

Debtor: _____
Voting Amount: \$ _____

Item 2. Class 6 Vote.

The holder of the General Unsecured Claim votes its Claim as follows (check one box only):

ACCEPT
THE PLAN

-OR-

REJECT
THE PLAN

**Item 3. Important information regarding the Third Party Release.²**

AS A “RELEASING PARTY” UNDER THE PLAN, YOU ARE DEEMED TO PROVIDE THE RELEASES CONTAINED IN ARTICLE VIII.D OF THE PLAN SET FORTH BELOW:

² Under the Plan, “Released Party” means, except as provided in Article VIII.C of the Plan, collectively, and in each case solely in their capacities as such: (a) the Debtors; (b) the Reorganized Debtors; (c) the Term Loan Lenders; (d) the Term Loan Agent; (e) the DIP Lenders; (f) the DIP Agent; (g) the Exit Lenders; (h) the Exit Agent; and (i) with respect to each of the foregoing entities in clauses (a) through (h), such Entity’s current and former affiliates and subsidiaries, and such Entities’ and their current and former affiliates’ and subsidiaries’ directors, managers, officers, equity holders (regardless of whether such interests are held directly or indirectly), predecessors, successors, and assigns, subsidiaries, and each of their respective current and former equity holders (regardless of whether such interests are held directly or indirectly), officers, directors, managers, principals, members, employees, agents, advisors, advisory board members, financial advisors, partners, attorneys, accountants, investment bankers, consultants, representatives, and other professionals, in each case acting in such capacity at any time on or after the Petition Date; *provided, however*, that notwithstanding the foregoing, R.J. Sikes, Gary Humphreys, Marty Robertson, GMHR Operations, LLC, RJS Holdings, LLC, KCM Enterprises, LP, the Debtors’ equity holders as of the Petition Date, and any entity related to R.J. Sikes, Gary Humphreys, or Marty Robertson, other than the Debtors or the Reorganized Debtors, shall not be “Released Parties” under the Plan.

Under the Plan, “Releasing Parties” means, collectively, (a) the Debtors; (b) the Reorganized Debtors; (c) the Term Loan Lenders; (d) the Term Loan Agent; (e) the DIP Lenders; (f) the DIP Agent; (g) the Exit Lenders; (h) the Exit Agent; (i) all holders of Claims or Interests who either (1) vote to accept or (2) do not opt out of granting the releases set forth in Article VIII of the Plan by returning the opt-out election form to be included with the ballot or notice of non-voting status; and (j) with respect to each of the foregoing entities in clauses (a) through (i), such Entity’s current and former affiliates and subsidiaries, and such Entities’ and their current and former affiliates’ and subsidiaries’ current and former directors, managers, officers, equity holders (regardless of whether such interests are held directly or indirectly), predecessors, successors, and assigns, subsidiaries, and each of their respective current and former equity holders (regardless of whether such interests are held directly or indirectly), officers, directors, managers, principals, members, employees, agents, advisors, advisory board members, financial advisors, partners, attorneys, accountants, investment bankers, consultants, representatives, and other professionals, each in their capacity as such; *provided, however*, that notwithstanding the foregoing, the Debtors’ current equity holders, including Gary Humphreys and Marty Robertson shall not be “Releasing Parties” under the Plan.

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.

* * *

IF YOU ELECT TO OPT OUT OF THE RELEASES SET FORTH IN ARTICLE VIII.D OF THE PLAN, YOU WILL FOREGO THE BENEFIT OF OBTAINING THE RELEASES SET FORTH IN ARTICLE VIII.D OF THE PLAN IF YOU ARE A RELEASED PARTY IN CONNECTION THEREWITH.

OPTIONAL RELEASE ELECTION. YOU MAY ELECT TO OPT OUT OF THE RELEASE CONTAINED IN ARTICLE VIII.D OF THE PLAN ONLY IF YOU CHECK THE BOX BELOW:

- | |
|---|
| <ul style="list-style-type: none">• The Undersigned Holder of the Claim elects to
<u>OPT OUT of the Third Party Release</u> |
|---|

Item 4. Certification

By returning this Ballot, the voter certifies and/or acknowledges that: (a) the claim holder has been provided access to Disclosure Statement, including the Plan at <https://www.kccllc.net/vista>; and (b) the claim holder has full power and authority to vote to accept or reject the Plan.

NAME OF HOLDER: _____

SIGNATURE: _____

NAME OF SIGNATORY: _____
(If other than holder)

TITLE: _____
(If appropriate)

ADDRESS: _____

EMAIL: _____

TELEPHONE NUMBER. () _____ - _____

DATE: _____

THE VOTING DEADLINE IS SEPTEMBER 17, 2020, AT 4:00 P.M. CENTRAL TIME. ALL BALLOTS MUST BE RECEIVED BY THE VOTING DEADLINE.

THE CLAIMS AND BALLOTING AGENT IS:

Vista Ballot Processing Center
c/o KCC
222 N. Pacific Coast Highway, Suite 300
El Segundo, CA 90245

INSTRUCTIONS FOR COMPLETING THE BALLOT

The Debtors are soliciting your vote with respect to the Plan referred to in the Disclosure Statement. Please review the Disclosure Statement in its entirety, including exhibits, before you vote.

On August 19, 2020, the United States Bankruptcy Court for the Northern District of Texas, Fort Worth Division, signed an order which established certain procedures (the “Voting Procedures”) for the solicitation and tabulation of votes to accept or reject the Plan. The Voting Procedures are described in Article III of the Disclosure Statement. Please review the Voting Procedures carefully before completing this Ballot.

Instructions: Please complete this Ballot as follows:

- (a) Complete Item 1;
- (b) Vote to accept or reject the Plan by checking the appropriate box in Item 2;
- (c) Review the Third Party Release set forth in Item 3;
- (d) Review the acknowledgment and certification set forth in Item 4;
- (e) Date this Ballot, and provide your address if it does not appear on the Ballot; and
- (f) If you are completing this Ballot on behalf of another entity, indicate your relationship with such entity and the capacity in which you are signing, and provide proof of your authorization to so sign.

TO HAVE YOUR VOTE COUNT, YOU MUST COMPLETE, SIGN AND RETURN THIS BALLOT SO THAT IT IS RECEIVED BY THE CLAIMS AND BALLOTING AGENT NO LATER THAN SEPTEMBER 17, 2020, AT 4:00 P.M. CENTRAL TIME.

YOUR ORIGINAL SIGNATURE IS REQUIRED ON THE BALLOT IN ORDER FOR YOUR VOTE TO COUNT.

YOU MUST VOTE ALL OF YOUR CLAIMS WITHIN CLASS 6 UNDER THE PLAN EITHER TO ACCEPT OR REJECT THE PLAN. A BALLOT THAT PARTIALLY ACCEPTS AND PARTIALLY REJECTS THE PLAN WILL NOT BE COUNTED.

Any party wishing to view the Plan, Plan Supplement, Disclosure Statement or the Disclosure Statement Approval Order may view such documents at <http://www.kcellc.net/vista>.

IF YOU HAVE ANY QUESTIONS REGARDING THIS BALLOT OR THE VOTING PROCEDURES, OR IF YOU NEED A BALLOT OR ADDITIONAL COPIES OF THE DISCLOSURE STATEMENT OR OTHER ENCLOSED MATERIAL, INCLUDING THE PLAN, PLEASE CONTACT KCC. PLEASE NOTE THAT KCC IS NOT PERMITTED TO PROVIDE LEGAL ADVICE.

Vista Ballot Processing Center
c/o KCC
222 N. Pacific Coast Highway, Suite 300
El Segundo, CA 90245
VistaInfo@kcellc.com
(866) 475-7847 (U.S./Canada) or (781) 575-2036 (International)

Please Note: This Ballot shall not constitute or be deemed a proof of claim.

EXHIBIT 3

Form of Confirmation Hearing Notice

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

In re:	§	Chapter 11
	§	
Vista Proppants and Logistics, LLC, et al., ¹	§	Case No. 20-42002-elm11
	§	
Debtors.	§	Jointly Administered

**NOTICE OF (I) APPROVAL OF DISCLOSURE STATEMENT;
(II) ESTABLISHMENT OF VOTING RECORD DATE; (III) APPROVING CURE
PROCEDURES; (IV) HEARING ON CONFIRMATION OF THE CHAPTER 11 PLAN OF THE
DEBTOR; (V) PROCEDURES FOR OBJECTING TO CONFIRMATION OF THE PLAN; AND
(VI) PROCEDURES AND DEADLINE FOR VOTING ON THE PLAN**

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

PLEASE TAKE NOTICE THAT:

1. **Approval of Disclosure Statement.** By order dated August 19, 2020, 2020 (the “Disclosure Statement Approval Order”), the United States Bankruptcy Court for the Northern District of Texas, Fort Worth Division (the “Court”) approved the *Second Amended Disclosure Statement in Support of the Second Amended Joint Plan of Reorganization of Vista Proppants and Logistics, LLC, et al., Pursuant to Chapter 11 of the Bankruptcy Code* (the “Disclosure Statement”) filed by Vista Proppants and Logistics, LLC and its debtor affiliates, as debtors and debtors-in-possession in the above-referenced chapter 11 cases (collectively, the “Debtors”), and authorized the Debtors to solicit votes with regard to the approval or rejection of the *Second Amended Joint Plan of Reorganization of Vista Proppants and Logistics, LLC, et al., Pursuant to Chapter 11 of the Bankruptcy Code*, which is attached as an exhibit to the Disclosure Statement (as may be amended, the “Plan”).²
2. **Confirmation Hearing.** A hearing (the “Confirmation Hearing”) to consider confirmation of the Plan shall be held before the Honorable Edward L. Morris at the Eldon B. Mahon U.S. Courthouse, 501 W. 10th Street, Rm. 204, Fort Worth, TX 76102-3643, or before any other judge who may be sitting in his place and stead, on **September 24, 2020, at 1:30 p.m. Central Time**. The Confirmation Hearing may be continued from time to time by announcing such continuance in open court without further notice to parties in interest, and the Plan may be modified, if necessary, prior to, during, or as a result of the Confirmation Hearing in accordance with the terms of the Plan, without further notice to interested parties.

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

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

3. **Record Date for Voting Purposes.** All creditors who hold claims on **August 17, 2020** (the “Voting Record Date”) shall be entitled to vote on the Plan, as described in the Disclosure Statement Approval Order.
4. **Voting Deadline.** All votes to accept or reject the Plan must be received by the Claims and Balloting Agent, Vista Ballot Processing Center, c/o KCC, 222 N. Pacific Coast Highway, Suite 300, El Segundo, CA 90245 on or before **September 17, 2020** (the “Voting Deadline”). Any failure to follow the voting instructions contained in the Disclosure Statement Approval Order and on the Ballots that will be included in the Solicitation Materials that will be sent to creditors entitled to vote on the Plan may disqualify your Ballot and your vote.
5. **Bar Date.** Any person or entity (excluding governmental units) holding a claim or interest against the Debtors that arose or is deemed to have arisen prior to **June 9, 2020** (the “Petition Date”), must file a proof of claim or interest on or before **August 31, 2020** (the “Bar Date”).
6. **Parties in Interest Not Entitled to Vote.** Holders of interests who will receive no distribution under the Plan are not entitled to vote on the Plan. Such holders shall receive a Non-Voting Status Notice rather than a Ballot.
7. **Objections to Confirmation.** Objections, if any, to the confirmation of the Plan must (a) be in writing; (b) be in the English language; (c) state the name and address of the objecting party and the amount and nature of the claim or interest of such party; (d) state with particularity the basis and nature of any objection to the Plan; and (e) be filed, together with proof of service, with the Court and served so that they are received by the following parties (the “Confirmation Service List”), no later than **September 17, 2020, at 4:00 p.m. Central Time**: (i) counsel for the Debtors, Stephen M. Pezanosky (stephen.pezanosky@haynesboone.com), Matthew T. Ferris (matt.ferris@haynesboone.com), and David L. Staab (david.staab@haynesboone.com); (ii) counsel for the DIP Agent and the Term Loan Agent, Charles Persons (cpersons@sidley.com), and Dennis Twomey (dtwomey@sidley.com); (iii) counsel for the Committee, Patrick Carew (pcarew@kilpatricktownsend.com), Todd Meyers (tmeyers@kilpatricktownsend.com), David Posner (dposner@kilpatricktownsend.com), and Kelly Moynihan (kmoynihan@kilpatricktownsend.com); and (iv) counsel for the Office of the United States Trustee for the Northern District of Texas, Erin Schmidt (Erin.Schmidt2@usdoj.gov).
8. **Executory Contracts and Unexpired Leases.** Pursuant to the Plan, unless otherwise provided in the Plan, all Executory Contracts or Unexpired Leases not previously assumed or rejected pursuant to an order of the Bankruptcy Court, will be deemed rejected by the applicable Reorganized Debtor in accordance with the provisions and requirements of sections 365 and 1123 of the Bankruptcy Code, other than those Executory Contracts or Unexpired Leases that: (1) previously were assumed or rejected by the Debtors; (2) previously expired or terminated pursuant to their own terms; (3) are specifically designated on the Schedule of Assumed Contracts and Leases; (4) are subject to a motion to assume Executory Contracts or Unexpired Leases that is pending on the Confirmation Date; or (5) are subject to a motion to assume an Executory Contract or Unexpired Lease pursuant to which the requested effective date of such assumption is after the Effective Date. Unless otherwise provided in the Plan, each Executory Contract or Unexpired Lease that is assumed shall include all modifications, amendments, supplements, restatements, or other agreements that in any manner affect such Executory Contract or Unexpired Lease, and all Executory Contracts and Unexpired Leases related thereto, if any, including all easements, licenses, permits, rights, privileges, immunities, options, rights of first refusal, and any other interests, unless any of the foregoing agreements has been previously rejected or repudiated or is rejected or repudiated under

the Plan. Modifications, amendments, supplements, and restatements to prepetition Executory Contracts and Unexpired Leases that have been executed by the Debtors during the Chapter 11 Cases shall not be deemed to alter the prepetition nature of the Executory Contract or Unexpired Lease, or the validity, priority, or amount of any Claims that may arise in connection therewith. Pursuant to the Cure Procedures, and as detailed in the Cure Notice provided to all counterparties of the Debtors' Executory Contracts, all objections to the assumption of any Executory Contract, including without limitation any objection to the Debtors' proposed Cure Amount (the "Cure Amount") or the provision of adequate assurance of future performance under any Executory Contract pursuant to section 365 of the Bankruptcy Code ("Adequate Assurance") must: (a) be in writing; (b) be in the English language; (c) state the name and address of the objecting Contract Counterparty; (d) be filed, together with proof of service, with the Court and served so that they are received by the parties to the Confirmation Service List, no later than **September 10, 2020 at 4:00 p.m. Central Time** (the "Cure Objection Bar Date"); (e) identify the Executory Contract to which the objector is party; (f) describe with particularity any dispute the Contract Counterparty has under section 365 of the Bankruptcy Code with the Cure Amount and identify the bases of the dispute under the Executory Contract; (g) attach all supporting documents; and (h) if the response contains an objection to Adequate Assurance, state with specificity what the objecting party believes is required to provide Adequate Assurance.

9. **Third Party Releases.** ARTICLE VIII OF THE PLAN CONTAINS RELEASE, EXCULPATION, AND INJUNCTION PROVISIONS, AND ARTICLE VIII.D OF THE PLAN CONTAINS A THIRD-PARTY RELEASE. YOU ARE ADVISED TO REVIEW AND CONSIDER THE PLAN CAREFULLY BECAUSE YOUR RIGHTS MIGHT BE AFFECTED THEREUNDER. ARTICLE VIII OF THE PLAN CONTAINS THE FOLLOWING RELEASE, EXCULPATION, AND INJUNCTION PROVISIONS:³

³ Under the Plan, "*Released Parties*" means, except as provided in Article VIII.C of the Plan, collectively, and in each case solely in their capacities as such: (a) the Debtors; (b) the Reorganized Debtors; (c) the Term Loan Lenders; (d) the Term Loan Agent; (e) the DIP Lenders; (f) the DIP Agent; (g) the Exit Lenders; (h) the Exit Agent; and (i) with respect to each of the foregoing entities in clauses (a) through (h), such Entity's current and former affiliates and subsidiaries, and such Entities' and their current and former affiliates' and subsidiaries' directors, managers, officers, equity holders (regardless of whether such interests are held directly or indirectly), predecessors, successors, and assigns, subsidiaries, and each of their respective current and former equity holders (regardless of whether such interests are held directly or indirectly), officers, directors, managers, principals, members, employees, agents, advisors, advisory board members, financial advisors, partners, attorneys, accountants, investment bankers, consultants, representatives, and other professionals, in each case acting in such capacity at any time on or after the Petition Date; *provided, however*, that notwithstanding the foregoing, R.J. Sikes, Gary Humphreys, Marty Robertson, GMHR Operations, LLC, RJS Holdings, LLC, KCM Enterprises, LP, the Debtors' equity holders as of the Petition Date, and any entity related to R.J. Sikes, Gary Humphreys, or Marty Robertson, other than the Debtors or the Reorganized Debtors, shall not be "Released Parties" under the Plan.

Under the Plan, "*Releasing Parties*" means, collectively, (a) the Debtors; (b) the Reorganized Debtors; (c) the Term Loan Lenders; (d) the Term Loan Agent; (e) the DIP Lenders; (f) the DIP Agent; (g) the Exit Lenders; (h) the Exit Agent; (i) all holders of Claims or Interests who either (1) vote to accept or (2) do not opt out of granting the releases set forth in Article VIII of the Plan by returning the opt-out election form to be included with the ballot or notice of non-voting status; and (j) with respect to each of the foregoing entities in clauses (a) through (i), such Entity's its current and former affiliates and subsidiaries, and such Entities' and their current and former affiliates' and subsidiaries' current and former directors, managers, officers, equity holders (regardless of whether such interests are held directly or indirectly), predecessors, successors, and assigns, subsidiaries, and each of their respective current and former equity holders (regardless of whether such interests are held directly or indirectly), officers, directors, managers, principals, members, employees, agents, advisors, advisory board members, financial advisors, partners, attorneys, accountants, investment bankers, consultants, representatives, and other professionals, each in their capacity

- a. **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 herein, in the event Class 6 accepts the Plan or the Standing Motion is denied, then the Standing Motion Claims against the Term Loan Secured Parties shall be released pursuant to this Article VIII.C of the Plan. In the event Class 6 does not accept the Plan and the Standing Motion is granted, then the Standing Motion Claims against the Term Loan Secured Parties shall be included in the Litigation Trust Causes of Action and shall not be released by the Debtors, the Reorganized Debtors, or their Estates. Notwithstanding anything to the contrary in the foregoing, the releases set forth above do not release obligations of any party or Entity under the Plan, or any document, instrument, or agreement executed to implement the Plan.
- b. **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

as such; provided, however, that notwithstanding the foregoing, the Debtors' current equity holders, including Gary Humphreys and Marty Robertson shall not be "Releasing Parties" under the Plan.

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.

- c. **Exculpation (Article VIII.E).** Except as provided for in the Plan or Confirmation Order, no Exculpated Party⁴ 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 Parties⁵ 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.
- d. **Injunction (Article VIII.F).** Except as otherwise expressly provided in the Plan or for obligations issued or required to be paid pursuant to the Plan or the Confirmation Order, all Entities who have held, hold, or may hold Claims or Interests that have been released, discharged, or are subject to exculpation are permanently enjoined, from and after the Effective Date, from taking any of the following actions against, as applicable, the Debtors, the Reorganized Debtors, the Exculpated Parties, or the Released Parties: (a) commencing or continuing in any manner any action or other proceeding of any kind on account of or in connection with or with respect to any such Claims or Interests; (b) enforcing, attaching, collecting, or recovering by any

⁴ Under the Plan, “*Exculpated Party*” means collectively, and in each case, in its capacity as such: (a) the Debtors, (b) Reorganized Debtors; (c) any official committees appointed in the Chapter 11 Cases and each of their respective members; (d) such Released Parties that are fiduciaries to the Debtors’ Estates; and (e) with respect to each of the foregoing, such Entity and its current and former affiliates, and such Entity’s and its current and former affiliates’ equity holders, subsidiaries, officers, directors, managers, principals, members, employees, agents, advisors, advisory board members, financial advisors, partners, attorneys, accountants, investment bankers, consultants, representatives, and other professionals, in each case acting in such capacity at any time on or after the Petition Date.

⁵ Under the Plan, “*Section 1125(e) Protected Parties*” means the Exculpated Parties and such Released Parties that are fiduciaries other than to the Debtors’ Estates.

manner or means any judgment, award, decree, or order against such Entities on account of or in connection with or with respect to any such Claims or Interests; (c) creating, perfecting, or enforcing any encumbrance of any kind against such Entities or the property or the estates of such Entities on account of or in connection with or with respect to any such Claims or Interests; (d) asserting any right of setoff, subrogation, or recoupment of any kind against any obligation due from such Entities or against the property of such Entities on account of or in connection with or with respect to any such Claims or Interests unless such holder has filed a motion requesting the right to perform such setoff on or before the Effective Date, and notwithstanding an indication of a Claim or Interest or otherwise that such holder asserts, has, or intends to preserve any right of setoff pursuant to applicable law or otherwise; and (e) commencing or continuing in any manner any action or other proceeding of any kind on account of or in connection with or with respect to any such Claims or Interests released or settled pursuant to the Plan.

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

Dated: August 19, 2020

Stephen M. Pezanosky
State Bar No. 15881850
Matthew T. Ferris
State Bar No. 24045870
David L. Staab
State Bar No. 24093194
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ATTORNEYS FOR DEBTORS

EXHIBIT 4

Form of Non-Voting Status Notice (Impaired Classes)

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

In re:	§	Chapter 11
	§	
Vista Proppants and Logistics, LLC, et al., ¹	§	Case No. 20-42002-elm11
	§	
Debtors.	§	Jointly Administered

**NOTICE OF NON-VOTING STATUS
WITH RESPECT TO IMPAIRED CLASSES**

PLEASE TAKE NOTICE THAT on August 18, 2020, Vista Proppants and Logistics, LLC and its debtor affiliates, as debtors and debtors-in-possession in the above-referenced chapter 11 cases (collectively, the “Debtors”), filed the *Second Amended Joint Plan of Reorganization of Vista Proppants and Logistics, LLC, et al., Pursuant to Chapter 11 of the Bankruptcy Code* (as may be amended, the “Plan”) and the *Second Amended Disclosure Statement in Support of the Second Amended Joint Plan of Reorganization of Vista Proppants and Logistics, LLC, et al., Pursuant to Chapter 11 of the Bankruptcy Code* (the “Disclosure Statement”), with the United States Bankruptcy Court for the Northern District of Texas, Fort Worth Division (the “Court”). By order entered on August 19, 2020 (the “Disclosure Statement Approval Order”), the Court approved the adequacy of the information contained in the Disclosure Statement, along with certain procedures to be used in connection with solicitation of votes on the Plan.

UNDER THE TERMS OF THE PLAN, YOU ARE NOT ENTITLED TO RECEIVE OR RETAIN ANY PROPERTY ON ACCOUNT OF YOUR CLASS 9 INTEREST IN VISTA HOLDCO. PURSUANT TO SECTION 1126(G) OF THE BANKRUPTCY CODE, YOU ARE DEEMED TO HAVE REJECTED THE PLAN AND ARE NOT ENTITLED TO VOTE ON THE PLAN.

PLEASE TAKE FURTHER NOTICE THAT a hearing (the “Confirmation Hearing”) to consider confirmation of the Plan shall be held before the Honorable Edward L. Morris at the Eldon B. Mahon U.S. Courthouse, 501 W. 10th Street, Rm. 204, Fort Worth, TX 76102-3643, or before any other judge who may be sitting in his place and stead, on **September 24, 2020, at 1:30 p.m. Central Time**. The Confirmation Hearing may be continued from time to time by announcing such continuance in open court without further notice to parties in interest, and the Plan may be modified, if necessary, prior to, during, or as a result of the Confirmation Hearing in accordance with the terms of the Plan, without further notice to interested parties.

PLEASE TAKE FURTHER NOTICE THAT objections, if any, to the confirmation of the Plan must (a) be in writing; (b) state the name and address of the objecting party and the amount and nature of the claim or interest of such party; (c) state with particularity the basis and nature of any objection to the Plan; and (d) be filed, together with proof of service, with the Court and served so that they are received by the following parties (the “Confirmation Service List”), no later than **September 17, 2020 at 4:00 p.m.**

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

Central Time: (i) counsel for the Debtors, Stephen M. Pezanosky (stephen.pezanosky@haynesboone.com), Matthew T. Ferris (matt.ferris@haynesboone.com), and David L. Staab (david.staab@haynesboone.com); (ii) counsel for the DIP Agent and the Term Loan Agent, Charles Persons (cpersons@sidley.com), and Dennis Twomey (dtwomey@sidley.com); (iii) counsel for the Committee, Patrick Carew (pcarew@kilpatricktownsend.com), Todd Meyers (tmeyers@kilpatricktownsend.com), David Posner (dposner@kilpatricktownsend.com), and Kelly Moynihan (kmoynihan@kilpatricktownsend.com); and (iv) counsel for the Office of the United States Trustee for the Northern District of Texas, Erin Schmidt (Erin.Schmidt2@usdoj.gov).

PLEASE TAKE FURTHER NOTICE THAT any party wishing to view the Plan, Plan Supplement, Disclosure Statement or the Disclosure Statement Approval Order may view such documents at <http://www.kccllc.net/vista>.

PLEASE TAKE FURTHER NOTICE THAT ARTICLE VIII OF THE PLAN CONTAINS RELEASE, EXCULPATION, AND INJUNCTION PROVISIONS, AND ARTICLE VIII.D OF THE PLAN CONTAINS A THIRD-PARTY RELEASE. YOU ARE ADVISED TO REVIEW AND CONSIDER THE PLAN CAREFULLY BECAUSE YOUR RIGHTS MIGHT BE AFFECTED THEREUNDER. ALL HOLDERS OF CLAIMS OR INTERESTS THAT DO NOT ELECT TO OPT OUT OF THE PROVISIONS CONTAINED IN ARTICLE VIII.D OF THE PLAN USING THE OPT OUT FORM ATTACHED HERETO AS EXHIBIT A WILL BE DEEMED TO HAVE EXPRESSLY, UNCONDITIONALLY, GENERALLY, INDIVIDUALLY, AND COLLECTIVELY CONSENTED TO THE RELEASE AND DISCHARGE OF ALL CLAIMS AND CAUSES OF ACTION AGAINST THE DEBTORS AND THE RELEASED PARTIES. BY ELECTING TO OPT OUT OF THE RELEASES SET FORTH IN ARTICLE VIII.D OF THE PLAN, YOU WILL FOREGO THE BENEFIT OF OBTAINING THE RELEASES SET FORTH IN ARTICLE VIII.D OF THE PLAN IF YOU ARE A RELEASED PARTY IN CONNECTION THEREWITH.

Dated: August 19, 2020

Stephen M. Pezanosky
State Bar No. 15881850
Matthew T. Ferris
State Bar No. 24045870
David L. Staab
State Bar No. 24093194
HAYNES AND BOONE, LLP
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ATTORNEYS FOR DEBTORS

Exhibit A to Non-Voting Status Notice (Impaired Classes)

**OPT-OUT FORM FOR HOLDERS OF IMPAIRED CLAIMS AND INTERESTS DEEMED TO
REJECT THE PLAN**

OPTIONAL: RELEASE OPT OUT FORM

You are receiving this opt out form (the “Opt Out Form”) because you are a Holder of a Claim or Interest that is not entitled to vote on the *Second Amended Joint Plan of Reorganization of Vista Proppants and Logistics, LLC, et al., Pursuant to Chapter 11 of the Bankruptcy Code* (as may be amended, supplemented, or otherwise modified from time to time, the “Plan”). You may choose to opt out of the releases set forth in Article VIII.D of the Plan.

Important information regarding the Third Party Release.¹**AS A “RELEASING PARTY” UNDER THE PLAN, YOU ARE DEEMED TO PROVIDE THE RELEASES CONTAINED IN ARTICLE VIII.D OF THE PLAN SET FORTH BELOW:**

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

¹ Under the Plan, “*Released Parties*” means, except as provided in Article VIII.C of the Plan, collectively, and in each case solely in their capacities as such: (a) the Debtors; (b) the Reorganized Debtors; (c) the Term Loan Lenders; (d) the Term Loan Agent; (e) the DIP Lenders; (f) the DIP Agent; (g) the Exit Lenders; (h) the Exit Agent; and (i) with respect to each of the foregoing entities in clauses (a) through (h), such Entity’s current and former affiliates and subsidiaries, and such Entities’ and their current and former affiliates’ and subsidiaries’ directors, managers, officers, equity holders (regardless of whether such interests are held directly or indirectly), predecessors, successors, and assigns, subsidiaries, and each of their respective current and former equity holders (regardless of whether such interests are held directly or indirectly), officers, directors, managers, principals, members, employees, agents, advisors, advisory board members, financial advisors, partners, attorneys, accountants, investment bankers, consultants, representatives, and other professionals, in each case acting in such capacity at any time on or after the Petition Date; *provided, however*, that notwithstanding the foregoing, R.J. Sikes, Gary Humphreys, Marty Robertson, GMHR Operations, LLC, RJS Holdings, LLC, KCM Enterprises, LP, the Debtors’ equity holders as of the Petition Date, and any entity related to R.J. Sikes, Gary Humphreys, or Marty Robertson, other than the Debtors or the Reorganized Debtors, shall not be “Released Parties” under the Plan.

Under the Plan, “*Releasing Parties*” means, collectively, (a) the Debtors; (b) the Reorganized Debtors; (c) the Term Loan Lenders; (d) the Term Loan Agent; (e) the DIP Lenders; (f) the DIP Agent; (g) the Exit Lenders; (h) the Exit Agent; (i) all holders of Claims or Interests who either (1) vote to accept or (2) do not opt out of granting the releases set forth in Article VIII of the Plan by returning the opt-out election form to be included with the ballot or notice of non-voting status; and (j) with respect to each of the foregoing entities in clauses (a) through (i), such Entity’s its current and former affiliates and subsidiaries, and such Entities’ and their current and former affiliates’ and subsidiaries’ current and former directors, managers, officers, equity holders (regardless of whether such interests are held directly or indirectly), predecessors, successors, and assigns, subsidiaries, and each of their respective current and former equity holders (regardless of whether such interests are held directly or indirectly), officers, directors, managers, principals, members, employees, agents, advisors, advisory board members, financial advisors, partners, attorneys, accountants, investment bankers, consultants, representatives, and other professionals, each in their capacity as such; *provided, however*, that notwithstanding the foregoing, the Debtors’ current equity holders, including Gary Humphreys and Marty Robertson shall not be “Releasing Parties” under the Plan.

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.

IF YOU ELECT TO OPT OUT OF THE RELEASES SET FORTH IN ARTICLE VIII.D OF THE PLAN, YOU WILL FOREGO THE BENEFIT OF OBTAINING THE RELEASES SET FORTH IN ARTICLE VIII.D OF THE PLAN IF YOU ARE A RELEASED PARTY IN CONNECTION THEREWITH.

OPTIONAL RELEASE ELECTION. YOU MAY ELECT TO OPT OUT OF THE RELEASE CONTAINED IN ARTICLE VIII.D OF THE PLAN ONLY IF YOU CHECK THE BOX BELOW:

- | |
|--|
| <ul style="list-style-type: none"> • The Undersigned Holder of the Claim elects to
<u>OPT OUT of the Third Party Release</u> |
|--|

Item 4. Certification

By signing and returning this Opt Out Form, the undersigned certifies to the Bankruptcy Court and the Debtors that: (a) as of the Voting Record Date, either (i) the Entity is the Holder of a Claim or Interest; or (ii) the Entity is an authorized signatory for the Entity that is a Holder of a Claim or Interest; (b) the Entity (or in the case of an authorized signatory, the Holder) has received a copy of the *Notice of Non-Voting Status* and that this Opt Out Form is made pursuant to the terms and conditions set forth therein; (c) the Entity has submitted the same respective election concerning the releases with respect to all Claims and Interests; and (d) no other Opt Out Form has been submitted or, if any other Opt Out Forms have been submitted with respect to such Claims and Interests, then any such earlier Opt Out Forms are hereby revoked.

NAME OF HOLDER: _____

SIGNATURE: _____

NAME OF SIGNATORY: _____
(If other than holder)

TITLE: _____
(If appropriate)

ADDRESS: _____

EMAIL: _____

TELEPHONE NUMBER. () _____ - _____

DATE: _____

IF YOU HAVE MADE THE OPTIONAL OPT OUT ELECTION, PLEASE COMPLETE, SIGN, AND DATE THIS OPT OUT FORM AND RETURN IT TO THE CLAIMS AND BALLOTING AGENT BY THE VOTING DEADLINE, WHICH IS SEPTEMBER 17, 2020 AT 4:00 P.M. CENTRAL TIME. ALL OPT OUT FORMS MUST BE RECEIVED ON OR BEFORE THE VOTING DEADLINE IF YOU WISH TO OPT OUT.

THE CLAIMS AND BALLOTING AGENT IS:

Vista Ballot Processing Center
c/o KCC
222 N. Pacific Coast Highway, Suite 300
El Segundo, CA 90245

Exhibit 5

Form of Unimpaired Non-Voting Status Notice

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

In re:	§	Chapter 11
	§	
Vista Proppants and Logistics, LLC, et al., ¹	§	Case No. 20-42002-elm11
	§	
Debtors.	§	Jointly Administered

**NOTICE OF NON-VOTING STATUS
WITH RESPECT TO UNIMPAIRED CLASSES**

PLEASE TAKE NOTICE THAT on August 18, 2020, Vista Proppants and Logistics, LLC and its debtor affiliates, as debtors and debtors-in-possession in the above-referenced chapter 11 cases (collectively, the “Debtors”), filed the *Second Amended Joint Plan of Reorganization of Vista Proppants and Logistics, LLC, et al., Pursuant to Chapter 11 of the Bankruptcy Code* (as may be amended, the “Plan”) and the *Second Amended Disclosure Statement in Support of the Second Amended Joint Plan of Reorganization of Vista Proppants and Logistics, LLC, et al., Pursuant to Chapter 11 of the Bankruptcy Code* (the “Disclosure Statement”), with the United States Bankruptcy Court for the Northern District of Texas, Fort Worth Division (the “Court”). By order entered on August 19, 2020 (the “Disclosure Statement Approval Order”), the Court approved the adequacy of the information contained in the Disclosure Statement, along with certain procedures to be used in connection with solicitation of votes on the Plan.

UNDER THE TERMS OF THE PLAN, YOU ARE NOT ENTITLED TO VOTE YOUR CLAIMS AGAINST OR OWNERSHIP OF EQUITY INTERESTS IN THE DEBTORS AS YOU ARE UNIMPAIRED UNDER THE PLAN. PURSUANT TO SECTION 1126(f) OF THE BANKRUPTCY CODE, YOU ARE DEEMED TO HAVE ACCEPTED THE PLAN AND ARE NOT ENTITLED TO VOTE ON THE PLAN.

PLEASE TAKE FURTHER NOTICE THAT a hearing (the “Confirmation Hearing”) to consider confirmation of the Plan shall be held before the Honorable Edward L. Morris at the Eldon B. Mahon U.S. Courthouse, 501 W. 10th Street, Rm. 204, Fort Worth, TX 76102-3643, or before any other judge who may be sitting in his place and stead, on **September 24, 2020, at 1:30 p.m. Central Time**. The Confirmation Hearing may be continued from time to time by announcing such continuance in open court without further notice to parties in interest, and the Plan may be modified, if necessary, prior to, during, or as a result of the Confirmation Hearing in accordance with the terms of the Plan, without further notice to interested parties.

PLEASE TAKE FURTHER NOTICE THAT objections, if any, to the confirmation of the Plan must (a) be in writing; (b) state the name and address of the objecting party and the amount and nature of the claim or interest of such party; (c) state with particularity the basis and nature of any objection to the Plan; and (d) be filed, together with proof of service, with the Court and served so that they are received by

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

the following parties (the “Confirmation Service List”), no later than **September 17, 2020, at 4:00 p.m. Central Time**: (i) counsel for the Debtors, Stephen M. Pezanosky (stephen.pezanosky@haynesboone.com), Matthew T. Ferris (matt.ferris@haynesboone.com), and David L. Staab (david.staab@haynesboone.com); (ii) counsel for the DIP Agent and the Term Loan Agent, Charles Persons (cpersons@sidley.com), and Dennis Twomey (dtwomey@sidley.com); (iii) counsel for the Committee, Patrick Carew (pcarew@kilpatricktownsend.com), Todd Meyers (tmeyers@kilpatricktownsend.com), David Posner (dposner@kilpatricktownsend.com), and Kelly Moynihan (kmoynihan@kilpatricktownsend.com); and (iv) counsel for the Office of the United States Trustee for the Northern District of Texas, Erin Schmidt (Erin.Schmidt2@usdoj.gov).

PLEASE TAKE FURTHER NOTICE THAT any party wishing to view the Plan, Plan Supplement, Disclosure Statement or the Disclosure Statement Approval Order may view such documents at <http://www.kccllc.net/vista>.

PLEASE TAKE FURTHER NOTICE THAT ARTICLE VIII OF THE PLAN CONTAINS RELEASE, EXCULPATION, AND INJUNCTION PROVISIONS, AND ARTICLE VIII.D OF THE PLAN CONTAINS A THIRD-PARTY RELEASE. YOU ARE ADVISED TO REVIEW AND CONSIDER THE PLAN CAREFULLY BECAUSE YOUR RIGHTS MIGHT BE AFFECTED THEREUNDER. ALL HOLDERS OF CLAIMS OR INTERESTS THAT DO NOT ELECT TO OPT OUT OF THE PROVISIONS CONTAINED IN ARTICLE VIII.D OF THE PLAN USING THE OPT OUT FORM ATTACHED HERETO AS EXHIBIT A WILL BE DEEMED TO HAVE EXPRESSLY, UNCONDITIONALLY, GENERALLY, INDIVIDUALLY, AND COLLECTIVELY CONSENTED TO THE RELEASE AND DISCHARGE OF ALL CLAIMS AND CAUSES OF ACTION AGAINST THE DEBTORS AND THE RELEASED PARTIES. BY ELECTING TO OPT OUT OF THE RELEASES SET FORTH IN ARTICLE VIII.D OF THE PLAN, YOU WILL FOREGO THE BENEFIT OF OBTAINING THE RELEASES SET FORTH IN ARTICLE VIII.D OF THE PLAN IF YOU ARE A RELEASED PARTY IN CONNECTION THEREWITH.

Dated: August 19, 2020

Stephen M. Pezanosky
State Bar No. 15881850
Matthew T. Ferris
State Bar No. 24045870
David L. Staab
State Bar No. 24093194
HAYNES AND BOONE, LLP
301 Commerce Street, Suite 2600
Fort Worth, TX 76102
Telephone: 817.347.6600
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Email: stephen.pezanosky@haynesboone.com
Email: matt.ferris@haynesboone.com
Email: david.staab@haynesboone.com

ATTORNEYS FOR DEBTORS

Exhibit A to Non-Voting Status Notice (Unimpaired Classes)

**OPT-OUT FORM FOR HOLDERS OF UNIMPAIRED CLAIMS AND INTERESTS DEEMED
TO ACCEPT THE PLAN**

OPTIONAL: RELEASE OPT OUT FORM

You are receiving this opt out form (the “Opt Out Form”) because you are a Holder of a Claim or Interest that is not entitled to vote on the *Second Amended Joint Plan of Reorganization of Vista Proppants and Logistics, LLC, et al., Pursuant to Chapter 11 of the Bankruptcy Code* (as may be amended, supplemented, or otherwise modified from time to time, the “Plan”). You may choose to opt out of the releases set forth in Article VIII.D of the Plan.

Important information regarding the Third Party Release.¹**AS A “RELEASING PARTY” UNDER THE PLAN, YOU ARE DEEMED TO PROVIDE THE RELEASES CONTAINED IN ARTICLE VIII.D OF THE PLAN SET FORTH BELOW:**

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

¹ Under the Plan, “*Released Parties*” means, except as provided in Article VIII.C of the Plan, collectively, and in each case solely in their capacities as such: (a) the Debtors; (b) the Reorganized Debtors; (c) the Term Loan Lenders; (d) the Term Loan Agent; (e) the DIP Lenders; (f) the DIP Agent; (g) the Exit Lenders; (h) the Exit Agent; and (i) with respect to each of the foregoing entities in clauses (a) through (h), such Entity’s current and former affiliates and subsidiaries, and such Entities’ and their current and former affiliates’ and subsidiaries’ directors, managers, officers, equity holders (regardless of whether such interests are held directly or indirectly), predecessors, successors, and assigns, subsidiaries, and each of their respective current and former equity holders (regardless of whether such interests are held directly or indirectly), officers, directors, managers, principals, members, employees, agents, advisors, advisory board members, financial advisors, partners, attorneys, accountants, investment bankers, consultants, representatives, and other professionals, in each case acting in such capacity at any time on or after the Petition Date; *provided, however*, that notwithstanding the foregoing, R.J. Sikes, Gary Humphreys, Marty Robertson, GMHR Operations, LLC, RJS Holdings, LLC, KCM Enterprises, LP, the Debtors’ equity holders as of the Petition Date, and any entity related to R.J. Sikes, Gary Humphreys, or Marty Robertson, other than the Debtors or the Reorganized Debtors, shall not be “Released Parties” under the Plan.

Under the Plan, “*Releasing Parties*” means, collectively, (a) the Debtors; (b) the Reorganized Debtors; (c) the Term Loan Lenders; (d) the Term Loan Agent; (e) the DIP Lenders; (f) the DIP Agent; (g) the Exit Lenders; (h) the Exit Agent; (i) all holders of Claims or Interests who either (1) vote to accept or (2) do not opt out of granting the releases set forth in Article VIII of the Plan by returning the opt-out election form to be included with the ballot or notice of non-voting status; and (j) with respect to each of the foregoing entities in clauses (a) through (i), such Entity’s its current and former affiliates and subsidiaries, and such Entities’ and their current and former affiliates’ and subsidiaries’ current and former directors, managers, officers, equity holders (regardless of whether such interests are held directly or indirectly), predecessors, successors, and assigns, subsidiaries, and each of their respective current and former equity holders (regardless of whether such interests are held directly or indirectly), officers, directors, managers, principals, members, employees, agents, advisors, advisory board members, financial advisors, partners, attorneys, accountants, investment bankers, consultants, representatives, and other professionals, each in their capacity as such; *provided, however*, that notwithstanding the foregoing, the Debtors’ current equity holders, including Gary Humphreys and Marty Robertson shall not be “Releasing Parties” under the Plan.

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.

IF YOU ELECT TO OPT OUT OF THE RELEASES SET FORTH IN ARTICLE VIII.D OF THE PLAN, YOU WILL FOREGO THE BENEFIT OF OBTAINING THE RELEASES SET FORTH IN ARTICLE VIII.D OF THE PLAN IF YOU ARE A RELEASED PARTY IN CONNECTION THEREWITH.

OPTIONAL RELEASE ELECTION. YOU MAY ELECT TO OPT OUT OF THE RELEASE CONTAINED IN ARTICLE VIII.D OF THE PLAN ONLY IF YOU CHECK THE BOX BELOW:

- | |
|--|
| <ul style="list-style-type: none"> • The Undersigned Holder of the Claim elects to
<u>OPT OUT of the Third Party Release</u> |
|--|

Item 4. Certification

By signing and returning this Opt Out Form, the undersigned certifies to the Bankruptcy Court and the Debtors that: (a) as of the Voting Record Date, either (i) the Entity is the Holder of a Claim or Interest; or (ii) the Entity is an authorized signatory for the Entity that is a Holder of a Claim or Interest; (b) the Entity (or in the case of an authorized signatory, the Holder) has received a copy of the *Notice of Non-Voting Status* and that this Opt Out Form is made pursuant to the terms and conditions set forth therein; (c) the Entity has submitted the same respective election concerning the releases with respect to all Claims and Interests; and (d) no other Opt Out Form has been submitted or, if any other Opt Out Forms have been submitted with respect to such Claims and Interests, then any such earlier Opt Out Forms are hereby revoked.

NAME OF HOLDER: _____

SIGNATURE: _____

NAME OF SIGNATORY: _____
(If other than holder)

TITLE: _____
(If appropriate)

ADDRESS: _____

EMAIL: _____

TELEPHONE NUMBER. () _____ - _____

DATE: _____

IF YOU HAVE MADE THE OPTIONAL OPT OUT ELECTION, PLEASE COMPLETE, SIGN, AND DATE THIS OPT OUT FORM AND RETURN IT TO THE CLAIMS AND BALLOTING AGENT BY THE VOTING DEADLINE, WHICH IS SEPTEMBER 17, 2020, AT 4:00 P.M. CENTRAL TIME. ALL OPT OUT FORMS MUST BE RECEIVED ON OR BEFORE THE VOTING DEADLINE IF YOU WISH TO OPT OUT.

THE CLAIMS AND BALLOTING AGENT IS:

Vista Ballot Processing Center
c/o KCC
222 N. Pacific Coast Highway, Suite 300
El Segundo, CA 90245

EXHIBIT 6

Cure Notice

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

In re:	§	Chapter 11
	§	
Vista Proppants and Logistics, LLC, et al., ¹	§	Case No. 20-42002-elm11
	§	
Debtors.	§	Jointly Administered

NOTICE OF CURE PROCEDURES

PLEASE TAKE NOTICE THAT on August 18, 2020, Vista Proppants and Logistics, LLC and its debtor affiliates, as debtors and debtors-in-possession in the above-referenced chapter 11 cases (collectively, the “Debtors”), filed the *Second Amended Joint Plan of Reorganization of Vista Proppants and Logistics, LLC, et al., Pursuant to Chapter 11 of the Bankruptcy Code* (as may be amended, the “Plan”) and the *Second Amended Disclosure Statement in Support of the Second Amended Joint Plan of Reorganization of Vista Proppants and Logistics, LLC, et al., Pursuant to Chapter 11 of the Bankruptcy Code* (the “Disclosure Statement”), with the United States Bankruptcy Court for the Northern District of Texas, Fort Worth Division (the “Court”). By order entered on August 19, 2020 (the “Disclosure Statement Approval Order”), the Court approved the adequacy of the information contained in the Disclosure Statement, along with certain procedures described below.

PLEASE TAKE FURTHER NOTICE THAT upon on the Effective Date of the Plan, the Debtors may assume the executory contracts and unexpired leases and any modifications thereto set forth on **Schedule 1** hereto (collectively, the “Executory Contracts”).² In addition, the cure amounts, if any, necessary for the assumption of the Executory Contracts (the “Cure Amounts”) are set forth on Schedule 1.

PLEASE TAKE FURTHER NOTICE THAT pursuant to the Plan, the Debtors will file the Plan Supplement no later than five (5) days before the Voting Deadline (or such later date as may be approved by the Court), which shall include a Schedule of Assumed Contracts and Leases, whereby each Contract Counterparty will have notice on the Debtors’ intention to assume its Executory Contract.

PARTIES LISTED ON **SCHEDULE 1** HERETO ARE RECEIVING THIS NOTICE BECAUSE THE DEBTORS HAVE IDENTIFIED THEM AS A COUNTERPARTY TO AN EXECUTORY CONTRACT THAT THE DEBTORS MAY ASSUME.

Any party wishing to view the Plan, Plan Supplement, Disclosure Statement or the Disclosure Statement Approval Order may view such documents at <http://www.kccllc.net/vista>. Any party in interest wishing to obtain information about the solicitation procedures or balloting should contact the Debtors’

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

² The Executory Contracts listed on Schedule 1 include any and all amendments if not separately listed.

Balloting Agent, Kurtzman Carson Consultants LLC at VistaInfo@kccllc.com or through the Debtors' chapter 11 case website at www.kccllc.net/vista.

Assumed Contract Objection Procedures

Pursuant to the Cure Procedures, all objections to the assumption of any Executory Contract, including without limitation any objection to the Debtors' proposed Cure Amount or the provision of adequate assurance of future performance under any Executory Contract pursuant to Section 365 of the Bankruptcy Code ("Adequate Assurance") must: (a) be in writing; (b) be in the English language; (c) state the name and address of the objecting Contract Counterparty; (d) be filed, together with proof of service, with the Court and served so that they are received by the following parties (the "Confirmation Service List"), no later than **September 10, 2020 at 4:00 p.m. Central Time** (the "Cure Objection Bar Date"): (i) counsel for the Debtors, Stephen M. Pezanosky (stephen.pezanosky@haynesboone.com), Matthew T. Ferris (matt.ferris@haynesboone.com), and David L. Staab (david.staab@haynesboone.com); (ii) counsel for the DIP Agent and the Term Loan Agent, Charles Persons (cpersons@sidley.com), and Dennis Twomey (dtwomey@sidley.com); (iii) counsel for the Committee, Patrick Carew (pcarew@kilpatricktownsend.com), Todd Meyers (tmeyers@kilpatricktownsend.com), David Posner (dposner@kilpatricktownsend.com), and Kelly Moynihan (kmoynihan@kilpatricktownsend.com); and (iv) counsel for the Office of the United States Trustee for the Northern District of Texas, Erin Schmidt (Erin.Schmidt2@usdoj.gov); (e) identify the Executory Contract to which the objector is party; (f) describe with particularity any dispute the Contract Counterparty has under section 365 of the Bankruptcy Code with the Cure Amount and identify the bases of the dispute under the Executory Contract; (g) attach all supporting documents; and (h) if the response contains an objection to Adequate Assurance, state with specificity what the objecting party believes is required to provide Adequate Assurance.

To the extent the Debtors dispute any Cure Objection, such dispute shall be presented to the Court at the Confirmation Hearing on **September 24, 2020, at 1:30 p.m. Central Time**, or such later date and time as the Debtors or the Reorganized Debtors may request or the Court may order, before the Honorable Edward L. Morris at the Eldon B. Mahon U.S. Courthouse, 501 W. 10th Street, Rm. 204, Fort Worth, TX 76102-3643, or before any other judge who may be sitting in his place and stead. If no Cure Objection is timely and properly filed and served in accordance with the Assumed Contract Objection Procedures, (a) the Cure Amount set forth in the Cure Notice shall be controlling notwithstanding anything to the contrary in any Assumed Contract or other document and the Contract Counterparty thereto shall be forever barred from asserting any other claim against the Debtors with respect to such Assumed Contract arising prior to the assumption thereof, and (b) the Reorganized Debtors' promise to perform under the Assumed Contract shall be deemed Adequate Assurance thereunder.

The presence of any Executory Contract on the Cure Notice indicates that the Debtors may intend to assume the Executory Contract. Additionally, pursuant to the Plan, the Debtors will file the Plan Supplement no later than five (5) days before the Voting Deadline (or such later date as may be approved by the Court and subject to the Debtors' reservation of rights to alter, amend, modify, or further supplement the Plan Supplement, as set forth in Article V.A. of the Plan), which shall include a Schedule of Assumed Contracts and Leases, whereby each Contract Counterparty will have notice of the Debtors' intention to assume its Executory Contract.

FAILING TO TIMELY FILE AND SERVE AN OBJECTION

ANY COUNTERPARTY TO AN ASSUMED CONTRACT OR ASSUMED LEASE WHO FAILS TO TIMELY FILE AND SERVE AN OBJECTION TO THE PROPOSED ASSUMPTION OF AN ASSUMED CONTRACT AND/OR THE CURE AMOUNT SET FORTH ON SCHEDULE 1 IN ACCORDANCE WITH THE CURE PROCEDURES SHALL BE FOREVER BARRED FROM

ASSERTING ANY OBJECTION TO THE ASSUMPTION OF THE ASSUMED CONTRACT AND/OR THE CURE AMOUNT SET FORTH ON SCHEDULE 1, INCLUDING ASSERTING ADDITIONAL CURE AMOUNTS WITH RESPECT TO THE ASSUMED CONTRACT OR ASSUMED LEASE RELATING TO ANY PERIOD PRIOR TO THE TIME OF ASSUMPTION.

Dated: August 19, 2020

Stephen M. Pezanosky
State Bar No. 15881850
Matthew T. Ferris
State Bar No. 24045870
David L. Staab
State Bar No. 24093194
HAYNES AND BOONE, LLP
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Fort Worth, TX 76102
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Email: matt.ferris@haynesboone.com
Email: david.staab@haynesboone.com

ATTORNEYS FOR DEBTORS

SCHEDULE 1

Cure Amount Schedule

#	Counterparty Name	Counterparty Address	Debtor Counterparty	Contract Description	Contract Date	Proposed Cure
1	Apache Corp.	PO BOX 27709 Houston, TX 77227-7709	Lonestar Prospects, Ltd.	Sand Purchase Agreement	2/1/2017	\$0.00
2	Apache Corp.	PO BOX 27709 Houston, TX 77227-7709	Lonestar Prospects, Ltd.	Sand Purchase Agreement	11/15/2017	\$0.00
3	Apache Corp.	PO BOX 27709 Houston, TX 77227-7709	Lonestar Prospects, Ltd.	Sand Purchase Agreement	2/25/2019	\$0.00
4	AT&T Corp.	208 S. Akard St. Ste 110 Dallas, TX 75202	Maalt Specialized Bulk, LLC	Service Agreement	5/9/2018	\$0.00
5	Bill Singmaster	701 Sunset Acres St Granbury, TX 76048	Lonestar Prospects, Ltd.	Employment Agreement	8/1/2018	\$0.00
6	Birch Operations, Inc.	2918 N. County Road 1140 Midland, TX 79705	Lonestar Prospects, Ltd.	Service Agreement	7/1/2019	\$0.00
7	Blake J.W. DeNoyer	3549 Monroe Highway Granbury, TX 76049	Lonestar Prospects, Ltd.	Employment Agreement	8/1/2018	\$0.00
8	Castlerock Operating, LLC	111 Tower Drive San Antonio, TX 78232	Lonestar Prospects, Ltd.	Master Service Agreement	9/1/2019	\$0.00
9	Caterpillar Financial Services Corp.	2120 West End Ave Nashville, TN 37203	Lonestar Prospects, Ltd.	Freightliner M916A3; VIN - 1FULATCG08PZ72813; Contract # - 001- 0027398-004; Agreement # - N/A	6/8/2018	\$0.00
10	Caterpillar Financial Services Corp.	2120 West End Ave Nashville, TN 37203	Lonestar Prospects, Ltd.	Caterpillar D6T Tractor; VIN - HTZ00706; Contract # - 001- 0872445-000; Agreement # - 3157164	7/31/2017	\$0.00
11	Caterpillar Financial Services Corp.	2120 West End Ave Nashville, TN 37203	Lonestar Prospects, Ltd.	TL1255D Caterpillar Telehandler; VIN - ML701441; Contract # - 001-0943873-000; Agreement # - 3560414	10/30/2018	\$0.00
12	Caterpillar Financial Services Corp.	2120 West End Ave Nashville, TN 37203	Lonestar Prospects, Ltd.	980M Caterpillar Wheel Loader; VIN - XDJ01007; Contract # - 001-1026735-000; Agreement # - 3808532	3/1/2020	\$0.00
13	Caterpillar Financial Services Corp.	2120 West End Ave Nashville, TN 37203	Lonestar Prospects, Ltd.	Caterpillar 745-04 Articulated Truck; VIN - 3T602054; Contract # - 001-0998248-000; Agreement # - 3740867	10/26/2019	\$0.00
14	Caterpillar Financial Services Corp.	2120 West End Ave Nashville, TN 37203	Lonestar Prospects, Ltd.	Caterpillar 745-04 Articulated Truck; VIN - 3T602055; Contract # -	10/26/2019	\$0.00

#	Counterparty Name	Counterparty Address	Debtor Counterparty	Contract Description	Contract Date	Proposed Cure
				001-0998248-001; Agreement # - 3740867		
15	Caterpillar Financial Services Corp.	2120 West End Ave Nashville, TN 37203	Lonestar Prospects, Ltd.	Caterpillar 745-04 Articulated Truck; VIN - 3T602062; Contract # - 001-0998248-002; Agreement # - 3740867	10/26/2019	\$0.00
16	Caterpillar Financial Services Corp.	2120 West End Ave Nashville, TN 37203	Lonestar Prospects, Ltd.	Caterpillar 980M Wheel Loader; VIN - XDJ01156; Contract # - 001-1030766-000; Agreement # - 3832876	2/28/2020	\$0.00
17	Caterpillar Financial Services Corp.	2120 West End Ave Nashville, TN 37203	Lonestar Prospects, Ltd.	Caterpillar 986k Wheel Loader; VIN - SWH00315; Contract # - 001-1030734-000; Agreement # - 3830403	2/20/2020	\$0.00
18	CCC Group, Inc.	5797 Dietrich Road San Antonio, TX 78219	Lonestar Prospects, Ltd.	Construction Change Order	6/28/2019	\$0.00
19	CCC Group, Inc.	5797 Dietrich Road San Antonio, TX 78219	Lonestar Prospects, Ltd.	Settlement & Mutual Release Agreement	12/13/2019	\$0.00
20	Chico Land Management, LLC	95 West 3Rd Street Big Lake, TX 76932	Maalt, LP	Lease Agreement	12/8/2015	\$0.00
21	Chico Land Management, LLC	95 West 3Rd Street Big Lake, TX 76932	Maalt, LP	Lease Agreement	12/8/2015	\$0.00
22	Cudd Pumping Serices, Inc.	5610 Old Bullard Rd Tyler, TX 75703	Lonestar Prospects, Ltd.	Master Purchase Agreement	7/17/2018	\$0.00
23	DDC Ranch Consulting, LLC	101 S Betty Ave Monahans, TX 79756	Lonestar Prospects, Ltd.	Lease Agreement	5/1/2017	\$0.00
24	Devon Energy Production Company, L.P.	4501 Technology Drive Weatherford, OK 73096	Lonestar Prospects, Ltd.	Sand Supply Agreement	3/1/2018	\$0.00
25	Devon Energy Production Company, L.P.	4501 Technology Drive Weatherford, OK 73096	Lonestar Prospects, Ltd.	Master Sand Supply Agreement	7/1/2018	\$0.00
26	Devon Energy Production Company, L.P.	4501 Technology Drive Weatherford, OK 73096	Lonestar Prospects, Ltd.	Sand Supply Agreement	7/1/2018	\$0.00
27	Devon Energy Production Company, L.P.	4501 Technology Drive Weatherford, OK 73096	Lonestar Prospects, Ltd.	Master Service / Supply Agreement	5/1/2019	\$0.00
28	Devon Energy Production Company, L.P.	4501 Technology Drive Weatherford, OK 73096	Lonestar Prospects, Ltd.	Sand Supply Agreement	1/1/2020	\$0.00
29	Devon Energy Production Company, L.P.	4501 Technology Drive Weatherford, OK 73096	Lonestar Prospects, Ltd.	Sand Supply Agreement	1/1/2019	\$0.00
30	El Paso Natural Gas Company, LLC	1001 Louisiana Street Houston, TX 77002	Lonestar Prospects, Ltd.	Interconnect Agreement	6/12/2017	\$0.00
31	Encana Oil & Gas (USA) Inc.	306 US-380 Bridgeport, TX 76426	Lonestar Prospects, Ltd.	Confidentiality and Nondisclosure agreement	7/27/2019	\$0.00

#	Counterparty Name	Counterparty Address	Debtor Counterparty	Contract Description	Contract Date	Proposed Cure
32	Energy Transfer	8111 Westchester Drive Dallas, TX 75225	Lonestar Prospects, Ltd.	Construction Agreement	2/1/2018	\$0.00
33	EOG Resources, Inc.	421 West 3Rd Street Suite 150 Fort Worth, TX 76102	Lonestar Prospects, Ltd.	Purchase Agreement	2/13/2017	\$0.00
34	EOG Resources, Inc.	421 West 3rd Street Fort Worth, TX 76102	Lonestar Prospects, Ltd.	Sand Supply Agreement	1/1/2017	\$0.00
35	EOG Resources, Inc.	421 West 3rd Street Fort Worth, TX 76102	Lonestar Prospects, Ltd.	Sand Supply Agreement	1/1/2018	\$0.00
36	EOG Resources, Inc.	421 West 3rd Street Fort Worth, TX 76102	Lonestar Prospects, Ltd.	Transportation Services Agreement	1/9/2018	\$0.00
37	EOG Resources, Inc.	421 West 3rd Street Fort Worth, TX 76102	Lonestar Prospects, Ltd.	Purchase Agreement	6/24/2013	\$0.00
38	EP Energy E&P Company, LP	1001 Louisiana Street Houston, TX 77210	Lonestar Prospects, Ltd.	Master Sand Supply Agreement	3/10/2016	\$0.00
39	EP Energy E&P Company, LP	1001 Louisiana Street Houston, TX 77210	Lonestar Prospects, Ltd.	Master Sand Supply Agreement	6/9/2017	\$0.00
40	Farmrail Corp	1601 West Gary Boulevard Clinton, OK 73601-1750	Maalt, LP	Lease Agreement	11/19/2015	\$0.00
41	FedEx	2920 Oak Lawn Avenue Dallas, TX 75219	Maalt, LP	Service Agreement	6/14/2018	\$0.00
42	Fort Worth & Western Railroad Co.	6300 Ridgelea Place Fort Worth, TX 76116	Lonestar Prospects, Ltd.	Lease Agreement	7/21/2017	\$0.00
43	Fort Worth & Western Railroad Co.	6300 Ridgelea Place Fort Worth, TX 76116	Lonestar Prospects, Ltd.	Lease Agreement	2/15/2011	\$0.00
44	Fort Worth & Western Railroad Co.	6300 Ridgelea Place Fort Worth, TX 76116	Lonestar Prospects, Ltd.	Lease Agreement	1/1/2015	\$0.00
45	Fort Worth & Western Railroad Co.	6300 Ridgelea Place Fort Worth, TX 76116	Maalt, LP	Service Agreement	5/20/2015	\$0.00
46	Fort Worth & Western Railroad Co.	6300 Ridgelea Place Fort Worth, TX 76116	Lonestar Prospects, Ltd.	Lease Agreement	9/1/2017	\$0.00
47	Fort Worth & Western Railroad Co.	6300 Ridgelea Place Fort Worth, TX 76116	Lonestar Prospects, Ltd.	Lease Agreement	11/26/2012	\$0.00
48	Fort Worth & Western Railroad Co.	6300 Ridgelea Place Fort Worth, TX 76116	Lonestar Prospects, Ltd.	Lease Agreement	9/1/2017	\$0.00
49	Fort Worth & Western Railroad Co.	6300 Ridgelea Place Fort Worth, TX 76116	Lonestar Prospects, Ltd.	Rail Service Agreement	9/1/2017	\$0.00
50	Fort Worth & Western Railroad Co.	6300 Ridgelea Place Fort Worth, TX 76116	Lonestar Prospects, Ltd.	Rail Service Quote	1/1/2018	\$0.00
51	Fort Worth & Western Railroad Co.	6300 Ridgelea Place Fort Worth, TX 76116	Lonestar Prospects, Ltd.	Rail Service Quote	1/1/2019	\$0.00
52	Fort Worth & Western Railroad Co.	6300 Ridgelea Place Fort Worth, TX 76116	Lonestar Prospects, Ltd.	Unit Train Incentive	7/1/2017	\$0.00
53	Fort Worth & Western Railroad Co.	6300 Ridgelea Place Fort Worth, TX 76116	Lonestar Prospects, Ltd.	Railroad Services Agreement	11/26/2012	\$0.00
54	Fort Worth & Western Railroad Co.	6300 Ridgelea Place Fort Worth, TX 76116	Lonestar Prospects, Ltd.	Demurrage Agreement	9/1/2012	\$0.00

#	Counterparty Name	Counterparty Address	Debtor Counterparty	Contract Description	Contract Date	Proposed Cure
55	Fort Worth & Western Railroad Co.	6300 Ridgelea Place Fort Worth, TX 76116	Lonestar Prospects, Ltd.	Demurrage Agreement	2/1/2017	\$0.00
56	Fort Worth & Western Railroad Co.	6300 Ridgelea Place Fort Worth, TX 76116	Maalt, LP	Lease Agreement	5/10/2015	\$0.00
57	Fort Worth & Western Railroad Co.	6300 Ridgelea Place Fort Worth, TX 76116	Maalt, LP	Railroad Agreement	3/23/2018	\$0.00
58	Fort Worth & Western Railroad Co.	6300 Ridgelea Place Fort Worth, TX 76116	Maalt, LP	Railroad Agreement	1/19/2015	\$0.00
59	Fort Worth & Western Railroad Co.	6300 Ridgelea Place Fort Worth, TX 76116	Lonestar Prospects, Ltd.	Railroad Agreement	5/22/2015	\$0.00
60	Fort Worth & Western Railroad Co.	6300 Ridgelea Place Fort Worth, TX 76116	Lonestar Prospects, Ltd.	Lease / Track Use Agreement	10/1/2015	\$0.00
61	GBH Properties LLC	4413 Carey St Fort Worth, TX 76119-4219	Maalt Specialized Bulk, LLC	Lease Agreement	5/1/2016	\$0.00
62	GBH Properties LLC	4413 Carey St Fort Worth, TX 76119-4219	Maalt Specialized Bulk, LLC	Lease Agreement	5/1/2016	\$0.00
63	GBH Properties LLC	4413 Carey St Fort Worth, TX 76119-4219	Lonestar Prospects, Ltd.	Lease Agreement	12/1/2017	\$0.00
64	GBH Properties LLC	4413 Carey St Fort Worth, TX 76119-4219	Maalt Specialized Bulk, LLC	Lease Agreement	5/1/2016	\$0.00
65	GBH Properties LLC	4413 Carey St Fort Worth, TX 76119-4219	Maalt, LP	Lease Agreement	5/1/2016	\$0.00
66	GBH Properties LLC	4413 Carey St Fort Worth, TX 76119-4219	Maalt, LP	Lease Agreement	5/1/2016	\$0.00
67	GHMR II, LLC	4413 Carey St Fort Worth, TX 76119-4219	Lonestar Prospects, Ltd.	Lease Agreement	6/1/2019	\$0.00
68	GHMR II, LLC	4413 Carey St Fort Worth, TX 76119-4219	Maalt, LP	Lease Agreement	4/1/2019	\$0.00
69	GHMR Operations, LLC	4413 Carey St Fort Worth, TX 76119-4219	Maalt, LP	Lease Agreement	5/1/2016	\$0.00
70	GHMR Operations, LLC	4413 Carey St Fort Worth, TX 76119-4219	Maalt Specialized Bulk, LLC	Lease Agreement	12/1/2018	\$0.00
71	GHMR Operations, LLC	4413 Carey St Fort Worth, TX 76119-4219	Lonestar Prospects, Ltd.	Lease Agreement	12/1/2014	\$0.00
72	GHMR Operations, LLC	4413 Carey St Fort Worth, TX 76119-4219	Lonestar Prospects, Ltd.	Lease Agreement	3/1/2017	\$1,527,689
73	GHMR Operations, LLC	4413 Carey St Fort Worth, TX 76119-4219	Maalt, LP	Lease Agreement	5/1/2016	\$0.00
74	GHMR Operations, LLC	4413 Carey St Fort Worth, TX 76119-4219	Maalt, LP	Lease Agreement	7/1/2017	\$0.00
75	GHMR Operations, LLC	4413 Carey St Fort Worth, TX 76119-4219	Maalt Specialized Bulk, LLC	Lease Agreement	10/27/2015	\$0.00
76	GHMR Operations, LLC	4413 Carey St Fort Worth, TX 76119-4219	Maalt Specialized Bulk, LLC	Lease Agreement	5/1/2016	\$0.00
77	GHMR Operations, LLC	4413 Carey St Fort Worth, TX 76119-4219	Maalt Specialized Bulk, LLC	Lease Agreement	10/1/2018	\$0.00

#	Counterparty Name	Counterparty Address	Debtor Counterparty	Contract Description	Contract Date	Proposed Cure
78	GHMR Operations, LLC	4413 Carey St Fort Worth, TX 76119-4219	Maalt Specialized Bulk, LLC	Lease Agreement	3/1/2018	\$0.00
79	GHMR Operations, LLC	4413 Carey St Fort Worth, TX 76119-4219	Maalt Specialized Bulk, LLC	Lease Agreement	5/1/2018	\$0.00
80	GHMR Operations, LLC	4413 Carey St Fort Worth, TX 76119-4219	Maalt Specialized Bulk, LLC	Lease Agreement	5/1/2016	\$0.00
81	GHMR Operations, LLC	4413 Carey St Fort Worth, TX 76119-4219	Lonestar Prospects, Ltd.	Lease Agreement	12/1/2017	\$0.00
82	GHMR Operations, LLC	4413 Carey St Fort Worth, TX 76119-4219	Lonestar Prospects, Ltd.	Lease Agreement	1/1/2018	\$0.00
83	GHMR Operations, LLC	4413 Carey St Fort Worth, TX 76119-4219	Lonestar Prospects, Ltd.	Lease Agreement	12/31/2015	\$0.00
84	GHMR Operations, LLC	4413 Carey St Fort Worth, TX 76119-4219	Lonestar Prospects, Ltd.	Lease Agreement	6/1/2019	\$0.00
85	GHMR Operations, LLC	4413 Carey St Fort Worth, TX 76119-4219	Maalt, LP	Assignment Agreement	12/15/2015	\$0.00
86	GHMR Operations, LLC	4413 Carey St Fort Worth, TX 76119-4219	Maalt, LP	Lease Agreement	11/1/2015	\$0.00
87	GHMR Operations, LLC	4413 Carey St Fort Worth, TX 76119-4219	Maalt, LP	Lease Agreement	5/1/2016	\$0.00
88	GHMR Operations, LLC	4413 Carey St Fort Worth, TX 76119-4219	Maalt, LP	Lease Agreement	4/1/2019	\$0.00
89	GHMR Operations, LLC	4413 Carey St Fort Worth, TX 76119-4219	Maalt, LP	Lease Agreement	6/1/2015	\$0.00
90	GHMR Operations, LLC	4413 Carey St Fort Worth, TX 76119-4219	Maalt, LP	Lease Agreement	11/1/2015	\$0.00
91	GHMR Operations, LLC	4413 Carey St Fort Worth, TX 76119-4219	Maalt, LP	Lease Agreement	5/1/2016	\$0.00
92	Halliburton Energy Services, Inc.	210 Park Avenue Oklahoma City, OK 73102	Lonestar Prospects, Ltd.	Master Purchase Agreement	11/3/2011	\$0.00
93	Halliburton Energy Services, Inc.	210 Park Avenue Oklahoma City, OK 73102	Lonestar Prospects, Ltd.	Master Purchase Agreement	5/1/2018	\$0.00
94	Halliburton Energy Services, Inc.	210 Park Avenue Oklahoma City, OK 73102	Lonestar Prospects, Ltd.	Master Purchase Agreement	6/1/2018	\$0.00
95	Halliburton Energy Services, Inc.	210 Park Avenue Oklahoma City, OK 73102	Lonestar Prospects, Ltd.	Master Transportation Agreement	2/27/2019	\$0.00
96	Halliburton Energy Services, Inc.	210 Park Avenue Oklahoma City, OK 73102	Lonestar Prospects, Ltd.	Master Transportation Agreement	3/5/2019	\$0.00
97	Halliburton Energy Services, Inc.	210 Park Avenue Oklahoma City, OK 73102	Lonestar Prospects, Ltd.	Master Transportation Agreement	5/28/2019	\$0.00
98	Hogg Ranch, LLC	101 S Betty Ave Monahans, TX 79756	Lonestar Prospects, Ltd.	Lease Agreement	4/28/2017	\$691,180
99	Hogg Ranch, LLC	101 S Betty Ave Monahans, TX 79756	Lonestar Prospects, Ltd.	Lease Agreement	4/28/2017	\$0.00
100	Hogg Ranch, LLC	101 S Betty Ave Monahans, TX 79756	Lonestar Prospects, Ltd.	Lease Agreement	1/31/2018	\$0.00

#	Counterparty Name	Counterparty Address	Debtor Counterparty	Contract Description	Contract Date	Proposed Cure
101	Holt Texas, Ltd.	549 Jim Wright Freeway North Fort Worth, TX 76108	Lonestar Prospects, Ltd.	Caterpillar 980M Wheel Loader; VIN - HPD00832; Contract # - 001-0977626-000; Agreement # - 3832876	10/31/2016	\$0.00
102	ISN Software Corporation	3232 Mckinney Avenue Suite 1500 Dallas, TX 75204	Vista Proppants and Logistics, LLC	Service Agreement	8/17/2018	\$0.00
103	James Hardie Building Products Inc.	231 S. Lasalle St. Suite 2000 Att: John Ashworth, Director Of Purchasing Chicago, IL 60606	Vista Proppants and Logistics, LLC	Supply Agreement	7/1/2012	\$0.00
104	James Hardie Building Products Inc.	231 S. Lasalle St. Suite 2000 Att: John Ashworth, Director Of Purchasing Chicago, IL 60606	Vista Proppants and Logistics, LLC	Supply Agreement	2/26/2013	\$0.00
105	James Hardie Building Products Inc.	231 S. Lasalle St. Suite 2000 Att: John Ashworth, Director Of Purchasing Chicago, IL 60606	Vista Proppants and Logistics, LLC	Supply Agreement	4/1/2016	\$0.00
106	James Hardie Building Products Inc.	231 S. Lasalle St. Suite 2000 Att: John Ashworth, Director Of Purchasing Chicago, IL 60606	Vista Proppants and Logistics, LLC	Supply Agreement	7/1/2019	\$0.00
107	John Goodlett	129 Trinity Bluffs Road Aledo, TX 76008	Lonestar Prospects, Ltd.	Royalty Agreement	3/16/2015	\$32,098
108	Jupiter Marketing & Trading, LLC	15851 Dallas Parkway Addison, TX 75001	Maalt, LP	Transloading / Storage Services Agreement	8/1/2018	\$0.00
109	Keane Frac, LP	11200 Westheimer Rd #777 Houston, TX 77042	Lonestar Prospects, Ltd.	Sand Purchase Agreement	8/1/2016	\$0.00
110	Keane Frac, LP	11200 Westheimer Rd #777 Houston, TX 77042	Lonestar Prospects, Ltd.	Sand Purchase Agreement	5/1/2018	\$0.00
111	Keane Frac, LP	11200 Westheimer Rd #777 Houston, TX 77042	Lonestar Prospects, Ltd.	Sand Purchase Agreement	9/17/2018	\$0.00
112	Keane Frac, LP	11200 Westheimer Rd #777 Houston, TX 77042	Lonestar Prospects, Ltd.	Sand Purchase Agreement	1/31/2019	\$0.00
113	Kestra Advisory Services, LLC	3221 Collinsworth Street Fort Worth, TX 76107	Maalt, LP; Vista Proppants and Logistics, LLC	Insurance Agreement	10/1/2018	\$0.00
114	Kristin Smith	6463 Woodstock Road Fort Worth, TX 76116	Vista Proppants and Logistics, LLC	Employment Agreement	1/1/2018	\$0.00
115	Lewis Resource Management, LLC	10101 Reunion Pl Ste 1000 San Antonio, TX 78216- 4157	Lonestar Prospects, Ltd.	Master Purchase Agreement	1/25/2018	\$0.00

#	Counterparty Name	Counterparty Address	Debtor Counterparty	Contract Description	Contract Date	Proposed Cure
116	Lewis Resource Management, LLC	10101 Reunion Pl Ste 1000 San Antonio, TX 78216-4157	Lonestar Prospects, Ltd.	Master Purchase Agreement	3/1/2019	\$0.00
117	Lewis Resource Management, LLC	10101 Reunion Pl Ste 1000 San Antonio, TX 78216-4157	Lonestar Prospects, Ltd.	Master Service Agreement	9/19/2019	\$0.00
118	Lonestar Prop 50, LLC	1500 N.W. Loop 567 Granbury, TX 76048	Lonestar Prospects, Ltd.	Lease / Mining Agreement	8/27/2015	\$32,145
119	Lonestar Prop 50, LLC	1500 N.W. Loop 567 Granbury, TX 76048	Lonestar Prospects, Ltd.	Lease / Mining Agreement	10/18/2016	\$0.00
120	Lonestar Prop 50, LLC	1500 N.W. Loop 567 Granbury, TX 76048	Lonestar Prospects, Ltd.	Lease / Mining Agreement	3/1/2019	\$0.00
121	Lonestar Prop 50, LLC	1500 N.W. Loop 567 Granbury, TX 76048	Lonestar Prospects, Ltd.	Lease / Mining Agreement	3/1/2019	\$0.00
122	Marabou Energy Management, LLC	450 Gears Road Suite 850 Houston, TX 77067	Lonestar Prospects, Ltd.	Natural Gas Purchase & Sale Agreement	5/1/2017	\$84,806
123	Marabou Energy Management, LLC	450 Gears Road Suite 850 Houston, TX 77067	Lonestar Prospects, Ltd.	Agency Agreement	6/1/2017	\$0.00
124	Marabou Superior Pipeline, LLC	450 Gears Road Ste 850 Houston, TX 77067	Lonestar Prospects, Ltd.	Construction Agreement	8/1/2018	\$0.00
125	Marabou Superior Pipeline, LLC	450 Gears Road Ste 850 Houston, TX 77067	Lonestar Prospects, Ltd.	Nondisclosure & Confidentiality Agreement	5/11/2017	\$0.00
126	Marabou Superior Pipeline, LLC	450 Gears Road Ste 850 Houston, TX 77067	Lonestar Prospects, Ltd.	Construction Agreement	6/9/2014	\$0.00
127	Marabou Superior Pipeline, LLC	450 Gears Road Ste 850 Houston, TX 77067	Lonestar Prospects, Ltd.	Construction Agreement	3/31/2017	\$0.00
128	Marathon Oil EF LLC	PO Box 22165 Tulsa, OK 74121-2165	Lonestar Prospects, Ltd.	Master Service Agreement	12/29/2019	\$0.00
129	Marathon Oil EF LLC	PO Box 22165 Tulsa, OK 74121-2165	Lonestar Prospects, Ltd.	Master Service Agreement	1/1/2020	\$0.00
130	Marathon Oil EF LLC	PO Box 22165 Tulsa, OK 74121-2165	Lonestar Prospects, Ltd.	Master Service Agreement	4/1/2020	\$0.00
131	Mike H. Fleet Jr.	6406 Inverness Rd Granbury, TX 76049	Vista Proppants and Logistics, LLC	Employment Agreement	1/1/2018	\$0.00
132	Priority Power Management, LLC	5012 Portico Way Midland, TX 79707	Lonestar Prospects, Ltd.	Service Agreement	8/1/2017	\$0.00
133	ProFrac Services, LLC	333 Shops Boulevard Willow Park, TX 76087	Lonestar Prospects, Ltd.	Master Purchase Agreement	11/27/2017	\$0.00
134	ProFrac Services, LLC	333 Shops Boulevard Willow Park, TX 76087	Lonestar Prospects, Ltd.	Master Purchase Agreement	6/10/2018	\$0.00

#	Counterparty Name	Counterparty Address	Debtor Counterparty	Contract Description	Contract Date	Proposed Cure
135	ProFrac Services, LLC	333 Shops Boulevard Willow Park, TX 76087	Lonestar Prospects, Ltd.	Master Purchase Agreement	6/10/2018	\$0.00
136	Pursuit Oil & Gas, LLC	840 Gessner Rd Houston, TX 77024	Lonestar Prospects, Ltd.	Master Service Agreement	8/14/2019	\$0.00
137	Rotex Global, LLC	1230 Knowlton Street Cincinnati, OH 45223	Lonestar Prospects, Ltd.	Settlement/Mutual Release Agreement	10/16/2019	\$0.00
138	Sabino Energy Services, LLC	1015 W Highway 44 Encinal, TX 78019	Lonestar Prospects, Ltd.	Assumption Agreement	2/25/2019	\$0.00
139	Sand Hill Land and Cattle, LLC	610 Fall Creek Hwy Granbury, TX 76049	Lonestar Prospects, Ltd.	Lease Agreement	4/14/2011	\$0.00
140	Sand Hill Land and Cattle, LLC	610 Fall Creek Hwy Granbury, TX 76049	Lonestar Prospects, Ltd.	Lease Agreement	4/1/2012	\$0.00
141	Sand Hill Land and Cattle, LLC	610 Fall Creek Hwy Granbury, TX 76049	Lonestar Prospects, Ltd.	Lease Agreement	1/1/2014	\$0.00
142	Sand Hill Land and Cattle, LLC	610 Fall Creek Hwy Granbury, TX 76049	Lonestar Prospects, Ltd.	Lease Agreement	9/18/2014	\$0.00
143	Sand Hill Land and Cattle, LLC	610 Fall Creek Hwy Granbury, TX 76049	Lonestar Prospects, Ltd.	Lease Agreement	11/4/2015	\$0.00
144	Sand Hill Land and Cattle, LLC	610 Fall Creek Hwy Granbury, TX 76049	Lonestar Prospects, Ltd.	Lease Agreement	2/1/2019	\$0.00
145	Sand Hill Land and Cattle, LLC	610 Fall Creek Hwy Granbury, TX 76049	Lonestar Prospects, Ltd.	Lease Agreement	3/1/2020	\$1,566,657
146	Sequitir Permian, LLC	206 East 9th Street Austin, TX 78701	Maalt, LP	Terminal Services Agreement	8/6/2018	\$0.00
147	Sequitir Permian, LLC	206 East 9th Street Austin, TX 78701	Vista Proppants and Logistics, LLC	Letter of Intent	9/1/2018	\$0.00
148	Sequitir Permian, LLC	206 East 9th Street Austin, TX 78701	Vista Proppants and Logistics, LLC	Premises Access Agreement	7/27/2018	\$0.00
149	Solaris Oilfield Site Service Operating, LLC	PO Box 208274 Dallas, TX 75320-8274	Lonestar Prospects, Ltd.	Storage Services Agreement	10/9/2019	\$0.00
150	Solaris Oilfield Technologies, LLC	9811 Katy Frwy Suite 900 Houston, TX 77024	Lonestar Prospects, Ltd.	Software Services Agreement	2/6/2018	\$0.00
151	Source Power & Gas LLC	2150 Town Square Place Suite 380 Sugar Land, TX 77479	Maalt, LP	Service Agreement	4/12/2018	\$0.00
152	Source Power & Gas LLC	2150 Town Square Place Suite 380 Sugar Land, TX 77479	Maalt, LP	Commodity Supply Agreement	4/1/2016	\$0.00
153	TEP Barnett USA, LLC	301 Commerce St Fort Worth, TX 76102	Lonestar Prospects, Ltd.	Master Service Agreement	8/28/2019	\$0.00
154	Texas Pacifico Transportation, Ltd.	106 South Chadbourne St. San Angelo, TX 76903	Lonestar Prospects, Ltd.	Lease Agreement	8/17/2015	\$0.00
155	Texas Pacifico Transportation, Ltd.	106 South Chadbourne St. San Angelo, TX 76903	Lonestar Prospects, Ltd.	Transportation Services Agreement	2/1/2017	\$0.00
156	Texas, Gonzales & Northern Railway Co.	5430 Lbj Fwy Ste 1020 Dallas, TX 75240	Maalt, LP	Lease Agreement	8/15/2017	\$0.00

#	Counterparty Name	Counterparty Address	Debtor Counterparty	Contract Description	Contract Date	Proposed Cure
157	Twin Eagle Sand Logistics, LLC	8847 W Sam Houston Pkwy N Houston, TX 77040	Lonestar Prospects, Ltd.	Transloading / Storage Services Agreement	8/31/2018	\$0.00
158	TXU Energy	1717 Main Street 2000 Dallas, TX 75201	Lonestar Prospects, Ltd.	Natural Gas Purchase & Sale Agreement	8/31/2018	\$0.00
159	Union Pacific Railroad Company	8130 South Central Expressway Dallas, TX 75241	Lonestar Prospects, Ltd.	Amended Quote	1/1/2020	\$0.00
160	United Electric Cooperative Services	1200 Glen Rose Highway Stephenville, TX 76401	Lonestar Prospects, Ltd.	Service Agreement	8/10/2017	\$0.00
161	United Electric Cooperative Services	1200 Glen Rose Highway Stephenville, TX 76401	Lonestar Prospects, Ltd.	Service Agreement	6/13/2011	\$0.00
162	Venado Oil & Gas LLC	13301 Galleria Circle Austin, TX 78738	Lonestar Prospects, Ltd.	Master Service Agreement	8/24/2019	\$0.00
163	Watco Companies, LLC	315 W 3Rd St. Pittsburg, KS 66762	Lonestar Prospects, Ltd.	Rate Agreement	N/A	\$0.00
164	Worsham-Steed Gas Storage, LLC	1201 Louisiana Street Suite 700 Houston, TX 77001	Lonestar Prospects, Ltd.	Interconnect Agreement	5/23/2017	\$0.00
165	Worsham-Steed Gas Storage, LLC	1201 Louisiana Street Suite 700 Houston, TX 77001	Lonestar Prospects, Ltd.	Service Agreement	5/23/2017	\$0.00
166	Worsham-Steed Gas Storage, LLC	1201 Louisiana Street Suite 700 Houston, TX 77001	Lonestar Prospects, Ltd.	Interconnect Agreement	5/31/2017	\$0.00