

IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE SOUTHERN DISTRICT OF TEXAS  
HOUSTON DIVISION

----- X  
In re: : Chapter 11  
 :  
HI-CRUSH INC., *et al.*, : Case No. 20-33495  
 :  
 Debtors.<sup>1</sup> : (Jointly Administered)  
 :  
----- X

**SUPPLEMENTAL CERTIFICATE OF SERVICE**

I, Aljaira Duarte, depose and say that I am employed by Kurtzman Carson Consultants LLC (KCC), the claims and noticing agent for the Debtors in the above-captioned case.

On August 20, 2020, at my direction and under my supervision, employees of KCC caused to be served the following documents via First Class Mail upon the service list attached hereto as **Exhibit B**:

- **Notice of Deadlines for the Filing of Proofs of Claim, Including Claims Arising Under Section 503(B)(9) of the Bankruptcy Code** [*Exhibit 1 to Docket No. 88*]
- **Individualized Modified Official Form 410 Proof of Claim** [*substantially in the form of Exhibit 2 to Docket No. 88*]

*Remainder of page intentionally left blank*

<sup>1</sup> The Debtors in these cases, along with the last four digits of each Debtor’s federal tax identification number (where available), are: Hi-Crush Inc. (0530), OnCore Processing LLC (9403), Hi-Crush Augusta LLC (0668), Hi-Crush Whitehall LLC (5562), PDQ Properties LLC (9169), Hi-Crush Wyeville Operating LLC (5797), D & I Silica, LLC (9957), Hi-Crush Blair LLC (7094), Hi-Crush LMS LLC, Hi-Crush Investments Inc. (6547), Hi-Crush Permian Sand LLC, Hi-Crush Proppants LLC (0770), Hi-Crush PODS LLC, Hi-Crush Canada Inc. (9195), Hi-Crush Holdings LLC, Hi-Crush Services LLC (6206), BulkTracer Holdings LLC (4085), Pronghorn Logistics Holdings, LLC (5223), FB Industries USA Inc. (8208), PropDispatch LLC, Pronghorn Logistics, LLC (4547), and FB Logistics, LLC (8641). The Debtors’ address is 1330 Post Oak Blvd, Suite 600, Houston, Texas 77056.



- **Notice of Chapter 11 Bankruptcy Case** [attached here to as **Exhibit A**]
- **Notice of (I) Plan Confirmation Hearing, (II) Objection and Voting Deadlines, and (III) Solicitation and Voting Procedures** [attached here to as **Exhibit C**]

Dated: August 27, 2020

/s/ Aljaira Duarte  
Aljaira Duarte  
KCC  
222 N Pacific Coast Highway, 3rd Floor  
El Segundo, CA 90245  
Tel 310.823.9000

# Exhibit A

**Information to identify the case:**Debtor Hi-Crush Inc., et al. EIN 90-0840530  
NameUnited States Bankruptcy Court for the: Southern District of Texas  
(State)

Date case filed for chapter 11

07/12/2020  
MM / DD / YYYYCase number: 20-33495 (DRJ) (Jointly Administered)**Official Form 309F1 (For Corporations or Partnerships)****Notice of Chapter 11 Bankruptcy Case**

02/20

For the debtor listed above, a case has been filed under chapter 11 of the Bankruptcy Code. An order for relief has been entered.

This notice has important information about the case for creditors and debtors, including information about the meeting of creditors and deadlines. Read both pages carefully.

The filing of the case imposed an automatic stay against most collection activities. This means that creditors generally may not take action to collect debts from the debtor or the debtor's property. For example, while the stay is in effect, creditors cannot sue, assert a deficiency, repossess property, or otherwise try to collect from the debtor. Creditors cannot demand repayment from the debtor by mail, phone, or otherwise. Creditors who violate the stay can be required to pay actual and punitive damages and attorney's fees.

Confirmation of a chapter 11 plan may result in a discharge of debt. A creditor who wants to have a particular debt excepted from discharge may be required to file a complaint in the bankruptcy clerk's office within the deadline specified in this notice. (See line 11 below for more information.)

To protect your rights, consult an attorney. All documents filed in the case may be inspected at the bankruptcy clerk's office at the address listed below or through PACER (Public Access to Court Electronic Records at [www.pacer.gov](http://www.pacer.gov)).

**A. The staff of the bankruptcy clerk's office cannot give legal advice.**

Do not file this notice with any proof of claim or other filing in the case.

**1. Debtor's full name: See chart below. List of Jointly Administered Cases:**

No.	Debtor	Address	Case No.	EIN #
1	Hi-Crush Inc.	1330 Post Oak Blvd., Suite 600, Houston, TX 77056	20-33495	90-0840530
2	OnCore Processing LLC	1330 Post Oak Blvd., Suite 600, Houston, TX 77056	20-33496	83-4499403
3	Hi-Crush Augusta LLC	1330 Post Oak Blvd., Suite 600, Houston, TX 77056	20-33497	90-0930668
4	Hi-Crush Whitehall LLC	1330 Post Oak Blvd., Suite 600, Houston, TX 77056	20-33498	38-3915562
5	PDQ Properties LLC	1330 Post Oak Blvd., Suite 600, Houston, TX 77056	20-33499	37-1779169
6	Hi-Crush Wyeville Operating LLC	1330 Post Oak Blvd., Suite 600, Houston, TX 77056	20-33500	27-4395797
7	D & I Silica, LLC	1330 Post Oak Blvd., Suite 600, Houston, TX 77056	20-33501	20-4999957
8	Hi-Crush Blair LLC	1330 Post Oak Blvd., Suite 600, Houston, TX 77056	20-33502	38-3937094
9	Hi-Crush LMS LLC	1330 Post Oak Blvd., Suite 600, Houston, TX 77056	20-33503	none
10	Hi-Crush Investments Inc.	1330 Post Oak Blvd., Suite 600, Houston, TX 77056	20-33504	38-4026547
11	Hi-Crush Permian Sand LLC	1330 Post Oak Blvd., Suite 600, Houston, TX 77056	20-33505	none

12	Hi-Crush Proppants LLC	1330 Post Oak Blvd., Suite 600, Houston, TX 77056	20-33506	27-3830770
13	Hi-Crush PODS LLC	1330 Post Oak Blvd., Suite 600, Houston, TX 77056	20-33507	none
14	Hi-Crush Canada Inc.	1330 Post Oak Blvd., Suite 600, Houston, TX 77056	20-33508	61-1749195
15	Hi-Crush Holdings LLC	1330 Post Oak Blvd., Suite 600, Houston, TX 77056	20-33509	none
16	Hi-Crush Services LLC	1330 Post Oak Blvd., Suite 600, Houston, TX 77056	20-33510	61-1686206
17	BulkTracer Holdings LLC	1330 Post Oak Blvd., Suite 600, Houston, TX 77056	20-33511	47-3224085
18	Pronghorn Logistics Holdings, LLC	1330 Post Oak Blvd., Suite 600, Houston, TX 77056	20-33512	82-4725223
19	FB Industries USA Inc.	1330 Post Oak Blvd., Suite 600, Houston, TX 77056	20-33513	90-0868208
20	PropDispatch LLC	1330 Post Oak Blvd., Suite 600, Houston, TX 77056	20-33514	none
21	Pronghorn Logistics, LLC	1330 Post Oak Blvd., Suite 600, Houston, TX 77056	20-33515	82-2154547
22	FB Logistics, LLC	1330 Post Oak Blvd., Suite 600, Houston, TX 77056	20-33516	47-1928641

2. All other names used in the last 8 years: **See Rider 1.**

3. Address: **See chart above.**

4. Debtors' attorneys:

George A. Davis  
Keith A. Simon  
David A. Hammerman  
Annemarie V. Reilly  
Hugh K. Murtagh  
LATHAM & WATKINS LLP  
885 Third Avenue  
New York, NY 10022  
Telephone: (212) 906-1200  
Facsimile: (212) 751-4864  
Email: george.davis@lw.com  
keith.simon@lw.com  
david.hammerman@lw.com  
annemarie.reilly@lw.com  
hugh.murtagh@lw.com

– and –

Timothy A. ("Tad") Davidson II  
Ashley L. Harper  
HUNTON ANDREWS KURTH LLP  
600 Travis Street, Suite 4200  
Houston, Texas 77002  
Telephone: (713) 220-4200  
Facsimile: (713) 220-4285  
Email: taddavidson@huntonak.com  
ashleyharper@huntonak.com

Debtors' notice and claims agent (for court documents and case information inquiries):

**If by First-Class Mail or by Hand Delivery or Overnight Mail:**

Hi-Crush Claims Processing Center  
c/o KCC  
222 N. Pacific Coast Highway, Suite 300  
El Segundo, CA 90245  
Telephone: (866) 554-5810 (Domestic)  
(781) 575-2032 (International)

Case website: [www.kccllc.net/hicrush](http://www.kccllc.net/hicrush)

<p><b>5. Bankruptcy clerk's office</b>                  Documents in this case may be filed at this address.                  You may inspect all records filed in this case at this office or online at <a href="http://www.pacer.gov">www.pacer.gov</a>.</p>	<p><b>Location:</b>                  Bob Casey United States Courthouse                  515 Rusk Avenue                  Houston, TX 77002</p> <p><b>Correspondence:</b>                  David J. Bradley                  Clerk of Court                  P. O. Box 61010                  Houston, TX 77208</p>	<p><b>Hours Open:</b>                  8:00 a.m. - 5:00 p.m. (Central)                  Monday – Friday</p> <p><b>Contact Phone:</b>                  713-250-5500</p>
<p><b>6. Meeting of creditors</b>                  The debtor's representative must attend the meeting to be questioned under oath.</p> <p>Creditors may attend, but are not required to do so.</p>	<p><b>August 18, 2020</b>  <b>at 11:00 a.m. (Prevailing Central Time)</b></p> <p>The meeting may be continued or adjourned to a later date. If so, the date will be on the court docket.</p>	<p><b>Location:</b>                  The meeting of creditors will take place telephonically.</p> <p>Dial In: 1-866-707-5468                  Participant Code: 6166997#</p>
<p><b>7. Proof of claim deadline</b></p>	<p><b>Deadline for filing proof of claim: <u>August 16, 2020, at 5:00 p.m. (Prevailing Central Time)</u></b></p> <p>A proof of claim is a signed statement describing a creditor's claim. A proof of claim form may be obtained at <a href="http://www.uscourts.gov">www.uscourts.gov</a> or any bankruptcy clerk's office.</p> <p>Your claim will be allowed in the amount scheduled unless:</p> <ul style="list-style-type: none"> <li>■ your claim is designated as <i>disputed</i>, <i>contingent</i>, or <i>unliquidated</i>;</li> <li>■ you file a proof of claim in a different amount; or</li> <li>■ you receive another notice.</li> </ul> <p>If your claim is not scheduled or if your claim is designated as <i>disputed</i>, <i>contingent</i>, or <i>unliquidated</i>, you must file a proof of claim or you might not be paid on your claim and you might be unable to vote on a plan. You may file a proof of claim even if your claim is scheduled.</p> <p>You may review the schedules at the bankruptcy clerk's office or online at <a href="http://www.pacer.gov">www.pacer.gov</a>.</p> <p>Secured creditors retain rights in their collateral regardless of whether they file a proof of claim. Filing a proof of claim submits a creditor to the jurisdiction of the bankruptcy court, with consequences a lawyer can explain. For example, a secured creditor who files a proof of claim may surrender important nonmonetary rights, including the right to a jury trial.</p>	
<p><b>8. Exception to discharge deadline</b>                  The bankruptcy clerk's office must receive a complaint and any required filing fee by the following deadline.</p>	<p>If § 523(c) applies to your claim and you seek to have it excepted from discharge, you must start a judicial proceeding by filing a complaint by the deadline stated below.</p> <p><b>Deadline for filing the complaint: <u>October 17, 2020.</u></b></p>	
<p><b>9. Creditors with a foreign address</b></p>	<p>If you are a creditor receiving notice mailed to a foreign address, you may file a motion asking the court to extend the deadlines in this notice. Consult an attorney familiar with United States bankruptcy law if you have any questions about your rights in this case.</p>	
<p><b>10. Filing a Chapter 11 bankruptcy case</b></p>	<p>Chapter 11 allows debtors to reorganize or liquidate according to a plan. A plan is not effective unless the court confirms it. You may receive a copy of the plan and a disclosure statement telling you about the plan, and you may have the opportunity to vote on the plan. You will receive notice of the date of the confirmation hearing, and you may object to confirmation of the plan and attend the confirmation hearing. Unless a trustee is serving, the debtor will remain in possession of the property and may continue to operate its business.</p>	

**11. Discharge of debts**

Confirmation of a chapter 11 plan may result in a discharge of debts, which may include all or part of your debt. See 11 U.S.C. § 1141(d). A discharge means that creditors may never try to collect the debt from the debtor except as provided in the plan. If you want to have a particular debt owed to you excepted from the discharge and § 523(c) applies to your claim, you must start a judicial proceeding by filing a complaint and paying the filing fee in the bankruptcy clerk's office by the deadline.

**Rider 1****Other Names Used in the Last 8 Years**

<b>Current Entity Name</b>	<b>Former Names (if any)</b>
Hi-Crush Inc.	Hi-Crush Augusta Acquisition Co. LLC Hi-Crush Finance Corp. Hi-Crush Partners LP
OnCore Processing LLC	West Texas Golden Spike
Hi-Crush Augusta LLC	-
Hi-Crush Whitehall LLC	-
PDQ Properties LLC	-
Hi-Crush Wyeville Operating LLC	Hi-Crush Operating LLC Hi-Crush Chambers LLC Hi-Crush Railroad LLC Hi-Crush Wyeville, LLC
D & I Silica, LLC	-
Hi-Crush Blair LLC	-
Hi-Crush LMS LLC	Pronghorn Energy Services
Hi-Crush Investments Inc.	-
Hi-Crush Permian Sand LLC	-
Hi-Crush Proppants LLC	Hi-Crush Rupert LLC Hi-Crush GP LLC
Hi-Crush PODS LLC	Proppant Logistics LLC
Hi-Crush Canada Inc.	-
Hi-Crush Holdings LLC	Hi-Crush Buffalo County LLC Hi-Crush Tomah LLC
Hi-Crush Services LLC	-
BulkTracer Holdings LLC	BulkTracer LLC
Pronghorn Logistics Holdings, LLC	-
FB Industries USA Inc.	NexStage Equipment
PropDispatch LLC	-
Pronghorn Logistics, LLC	-
FB Logistics, LLC	-

# Exhibit B

**Exhibit B**

Additional Taxing Authorities Service List

Served via First Class Mail

<b>CreditorName</b>	<b>CreditorNoticeName</b>	<b>Address1</b>	<b>City</b>	<b>State</b>	<b>Zip</b>
Comptroller of Maryland	Taxpayer Service Division	110 Carroll Street	Annapolis	MD	21411-0001
Comptroller of Maryland		80 Calvert Street	Annapolis	MD	21401
Florida Department of Revenue		PO Box 6668	Tallahassee	FL	32314-6668
Florida Department of Revenue		5050 W. Tennessee St	Tallahassee	FL	32399-0112
Louisiana Department of Revenue		PO Box 201	Baton Rouge	LA	70821-0201
Louisiana Department of Revenue		617 North Third Street	Baton Rouge	LA	70802
Montana Department of Revenue		PO Box 5805	Helena	MT	59604-5805
Montana Department of Revenue		125 N Roberts St	Helena	MT	59601
South Carolina Department of Revenue		PO Box 125	Columbia	SC	29214-0400
South Carolina Department of Revenue		300A Oulet Pointe Boulevard	Columbia	SC	29210

# Exhibit C

**IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE SOUTHERN DISTRICT OF TEXAS  
HOUSTON DIVISION**

----- X  
 In re: : Chapter 11  
 :  
 HI-CRUSH INC., *et al.*,<sup>1</sup> : Case No. 20-33496 (DRJ)  
 :  
 Debtors. : (Jointly Administered)  
 :  
 ----- X

**NOTICE OF (I) PLAN CONFIRMATION HEARING, (II) OBJECTION AND  
VOTING DEADLINES, AND (III) SOLICITATION AND VOTING PROCEDURES**

YOU ARE RECEIVING THIS NOTICE BECAUSE YOU MAY BE ENTITLED TO VOTE ON THE PLAN. THEREFORE, YOU SHOULD READ THIS NOTICE CAREFULLY AND DISCUSS IT WITH YOUR ATTORNEY. IF YOU DO NOT HAVE AN ATTORNEY, YOU MAY WISH TO CONSULT ONE.

**TO: ALL HOLDERS OF CLAIMS AGAINST, AND HOLDERS OF EQUITY INTERESTS IN, HI-CRUSH INC. AND ITS AFFILIATED DEBTORS AND DEBTORS IN POSSESSION AND ALL OTHER PARTIES IN INTEREST IN THE ABOVE-CAPTIONED CHAPTER 11 CASES.**

**PLEASE TAKE NOTICE THAT** on July 12, 2020 (the “**Petition Date**”), Hi-Crush Inc. and its affiliated debtors, as debtors and debtors in possession (collectively, the “**Debtors**”), each commenced a case under chapter 11 of title 11 of the United States Code (the “**Bankruptcy Code**”) in the United States Bankruptcy Court for the Southern District of Texas (the “**Bankruptcy Court**”).

**PLEASE TAKE FURTHER NOTICE THAT** on August 14, 2020, the Bankruptcy Court entered an order [Docket No. 288] approving the *Disclosure Statement for Joint Plan of Reorganization for Hi-Crush Inc. and its Affiliate Debtors Under Chapter 11 of the Bankruptcy Code* (as may be amended, modified or supplemented from time to time, the “**Disclosure Statement**”) [Docket No. 282] and the Debtors now intend to solicit votes from the Holders of

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<sup>1</sup> The Debtors in these cases, along with the last four digits of each Debtor’s federal tax identification number, are: Hi-Crush Inc. (0530), OnCore Processing LLC (9403), Hi-Crush Augusta LLC (0668), Hi-Crush Whitehall LLC (5562), PDQ Properties LLC (9169), Hi-Crush Wyeville Operating LLC (5797), D & I Silica, LLC (9957), Hi-Crush Blair LLC (7094), Hi-Crush LMS LLC, Hi-Crush Investments Inc. (6547), Hi-Crush Permian Sand LLC, Hi-Crush Proppants LLC (0770), Hi-Crush PODS LLC, Hi-Crush Canada Inc. (9195), Hi-Crush Holdings LLC , Hi-Crush Services LLC (6206), BulkTracer Holdings LLC (4085), Pronghorn Logistics Holdings, LLC (5223), FB Industries USA Inc. (8208), PropDispatch LLC, Pronghorn Logistics, LLC (4547), and FB Logistics, LLC (8641). The Debtors’ address is 1330 Post Oak Blvd, Suite 600, Houston, Texas 77056.

Claims in Class 4 (Prepetition Notes Claims) and Class 5 (General Unsecured Claims), of record as of August 14, 2020 (the “**Voting Record Date**”).

**PLEASE TAKE FURTHER NOTICE THAT** a hearing (the “**Confirmation Hearing**”) is scheduled for September 23, 2020 at 2:00 p.m. (Prevailing Central Time) to consider confirmation of the *Joint Plan of Reorganization for Hi-Crush Inc. and its Affiliate Debtors Under Chapter 11 of the Bankruptcy Code*, dated August 15, 2020 (as may be amended, modified or supplemented from time to time, the “**Plan**”).<sup>2</sup> The Confirmation Hearing will take place in Courtroom 400, 4th Floor, 515 Rusk Street, Houston, TX 77002 or via videoconference, if necessary.<sup>3</sup> The Confirmation Hearing may be continued from time to time by the Bankruptcy Court or the Debtors without further notice other than by such adjournment being announced in open court or by a notice of adjournment filed with the Bankruptcy Court and served on such parties as the Bankruptcy Court may order. Moreover, the Plan may be modified or amended, if necessary, pursuant to section 1127 of the Bankruptcy Code, prior to, during or as a result of the Confirmation Hearing, without further notice to parties in interest.

Only Holders of Claims in Class 4 and Class 5 are entitled to vote to accept or reject the Plan. All other Classes of Claims and Equity Interests are either deemed to accept or to reject the Plan and, therefore, are not entitled to vote.

### **VOTING DEADLINES**

**The deadline for the submission of votes to accept or reject the Plan is September 18, 2020 at 5:00 p.m. (Prevailing Central Time) (the “**Voting Deadline**”).**

### **CRITICAL INFORMATION REGARDING VOTING ON THE PLAN**

1. On August 15, 2020, the Debtors filed the Plan and the Disclosure Statement pursuant to sections 1125 and 1126(b) of the Bankruptcy Code. Copies of the Plan and the Disclosure Statement may be obtained free of charge by visiting the website maintained by the Debtors’ voting and claims agent, Kurtzman Carson Consultants LLC (the “**Voting and Claims Agent**”), at [www.kccllc.net/hicrush](http://www.kccllc.net/hicrush). Copies of the Plan and Disclosure Statement may also be obtained by calling the Voting and Claims Agent at 866-554-5810 (US and Canada) or 781-575-2032 (international) or by sending an electronic mail message to [HiCrushinfo@kccllc.com](mailto:HiCrushinfo@kccllc.com) with “Hi-Crush” in the subject line.

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<sup>2</sup> Capitalized terms used but not otherwise defined herein will have the meanings set forth in the Plan.

<sup>3</sup> If the hearing occurs over videoconference the Court will utilize GoToMeeting for the hearing. You should download the free GoToMeeting application on each device that will be used to connect to the hearing. If you choose to connect via a web browser, available literature suggests that Chrome is the preferred browser. Please note that connecting through a browser may limit the availability of some GoToMeeting features. To connect to the hearing, you should enter the meeting code “JudgeJones”. You can also connect using the link on Judge Jones’ homepage on the Southern District of Texas website. Once connected to GoToMeeting, click the settings icon in the upper right corner and enter your name under the personal information setting. In either event, audio for the Confirmation Hearing will be available by using the Court’s regular dial-in number. The dial-in number is +1 (832) 917-1510. You will be responsible for your own long-distance charges. You will be asked to key in the conference room number. Judge Jones’ conference room number is 205691.

2. In accordance with sections 1122 and 1123 of the Bankruptcy Code, the Plan contemplates classifying Holders of Claims and Equity Interests into various Classes for all purposes, including with respect to voting on the Plan, as follows:

<b>SUMMARY OF STATUS AND VOTING RIGHTS</b>			
<b>Class</b>	<b>Claim/Equity Interest</b>	<b>Status</b>	<b>Voting Rights</b>
1.	Other Priority Claims	Unimpaired	Deemed to Accept
2.	Other Secured Claims	Unimpaired	Deemed to Accept
3.	Secured Tax Claims	Unimpaired	Deemed to Accept
4.	<i>Prepetition Notes Claims</i>	<i>Impaired</i>	<i>Entitled to Vote</i>
5.	<i>General Unsecured Claims</i>	<i>Impaired</i>	<i>Entitled to Vote</i>
6.	Intercompany Claims	Impaired	Deemed to Accept
7.	Old Affiliate Interests in any Parent Subsidiary	Unimpaired	Deemed to Accept
8.	Old Parent Interests	Impaired	Deemed to Reject

3. Voting Record Date. The Voting Record Date is August 14, 2020. The Voting Record Date is the date by which it will be determined which Holders of Claims in Class 4 and Class 5 are entitled to vote on the Plan.

4. Voting Deadline. The Voting Deadline for voting on the Plan is **5:00 p.m. Prevailing Central Time on September 18, 2020**. If you held a Claim against one or more of the Debtors as of the Voting Record Date and are entitled to vote to accept or reject the Plan, you should have received a Ballot and corresponding voting instructions. For your vote to be counted, you must: (a) follow such voting instructions carefully, (b) complete all the required information on the Ballot; and (c) sign, date and return your completed Ballot so that it is **actually received** by the Voting and Claims Agent according to and as set forth in detail in the voting instructions on or before the Voting Deadline. If you are a Holder of Prepetition Notes Claims in Class 4 and you are instructed to return your Beneficial Holder Ballot to your Nominee, you must submit your completed ballot to your Nominee in enough time for your Nominee to send a Master Ballot recording your vote to the Voting and Claims Agent by the Voting Deadline. *A failure to follow such instructions may disqualify your vote.*

#### CRITICAL INFORMATION REGARDING OBJECTING TO THE PLAN

ARTICLE X OF THE PLAN CONTAINS RELEASE, EXCULPATION AND INJUNCTION PROVISIONS. THUS, YOU ARE ADVISED TO REVIEW AND CONSIDER THE PLAN CAREFULLY BECAUSE YOUR RIGHTS MIGHT BE AFFECTED THEREUNDER.

5. Plan Objection Deadline. The deadline for filing objections to the Plan is **September 18, 2020 at 5:00 p.m. Prevailing Central Time** (the “**Confirmation Objection Deadline**”).

6. Objections to the Plan. Any objection to the Plan must: (i) be in writing; (ii) conform to the Bankruptcy Rules and the Bankruptcy Local Rules; (iii) state the name and address of the objecting party and the amount and nature of the Claim or Equity Interest held by such Entity; (iv) state with particularity the basis and nature of any objection to the Plan and, if practicable, a proposed modification to the Plan that would resolve such objection; and (v) be filed, contemporaneously with a proof of service, with the Bankruptcy Court and served so that it is **actually received** no later than the Confirmation Objection Deadline by the parties listed below (the “**Notice Parties**”). CONFIRMATION OBJECTIONS NOT TIMELY FILED AND SERVED IN THE MANNER SET FORTH HEREIN MAY NOT BE CONSIDERED BY THE BANKRUPTCY COURT AND MAY BE OVERRULED WITHOUT FURTHER NOTICE.

7. Notice Parties. The Notice Parties include:

- Counsel to the Debtors: Latham & Watkins LLP, 885 Third Avenue, New York, NY 10022 (Attn: Keith A. Simon, Esq. and Annemarie V. Reilly, Esq.) (keith.simon@lw.com and annemarie.reilly@lw.com) and Hunton Andrews Kurth LLP, 600 Travis Street, Suite 4200, Houston, TX (Attn: Timothy A. Davidson II, Esq. and Ashley L. Harper, Esq.) (TadDavidson@HuntonAK.com and AshleyHarper@HuntonAK.com);
- Counsel to the DIP ABL Agent: Simpson, Thacher & Bartlett LLP, 425 Lexington Avenue, New York, NY 10017 (Attn: Elisha Graff, Esq. and Daniel L. Biller, Esq.) (egraff@stblaw.com and dbiller@stblaw.com);
- Counsel to the Ad Hoc Noteholders Committee: Paul, Weiss, Rifkind, Wharton & Garrison, LLP, 1285 Avenue of the Americas, New York, NY 10019 (Attn: Brian S. Hermann, Esq. and Elizabeth R. McColm, Esq.) (bhermann@paulweiss.com and emccolm@paulweiss.com) and Porter Hedges LLP, 1000 Main St., 36th Floor, Houston, TX 77002 (Attn: John F. Higgins, Esq.) (JHiggins@porterhedges.com);
- Counsel to any statutory committee appointed in these Chapter 11 Cases; and
- the Office of the United States Trustee for the Southern District of Texas, 515 Rusk Street, Suite 3516, Houston, TX 77002 (Attn: Stephen Statham, Esq. and Hector Duran, Esq.) (stephen.statham@usdoj.gov and hector.duranjr@usdoj.gov).

#### NON-VOTING STATUS OF HOLDERS OF CERTAIN CLAIMS AND EQUITY INTERESTS

8. As set forth in the Plan, certain Holders of Claims and Equity Interests are **not** entitled to vote on the Plan. As a result, such parties did not receive any ballots and other related solicitation materials to vote on the Plan. The Holders of Claims in Class 1 (Other Priority Claims), Class 2 (Other Secured Claims), Class 3 (Secured Tax Claims), and Class 7 (Old Affiliate Interests in any Parent Subsidiary) are Unimpaired. Pursuant to section 1126(f) of the

Bankruptcy Code, the Holders of Claims or Equity Interests in each of the foregoing Classes are conclusively presumed to have accepted the Plan and, thus, are not entitled to vote.

9. While Class 6 (Intercompany Claims) is Impaired, the Holders of Claims in Class 6 are not entitled to vote as they are deemed to accept the Plan as they are Affiliates of the Debtors. Further, while Class 8 (Old Parent Interests) is Impaired, such Holders are not entitled to vote as they are deemed to reject the Plan.

10. All Classes that are not Affiliates of the Debtors will be provided with this notice. As explained above, the Voting and Claims Agent will provide you, free of charge, with copies of the Plan and the Disclosure Statement, upon request.

NOTICE REGARDING CERTAIN RELEASE, EXCULPATION AND INJUNCTION  
PROVISIONS IN THE PLAN

**PLEASE BE ADVISED THAT THE PLAN CONTAINS CERTAIN RELEASE, EXCULPATION, AND INJUNCTION PROVISIONS, INCLUDING THOSE LISTED BELOW. YOU ARE ADVISED AND ENCOURAGED TO CAREFULLY REVIEW AND CONSIDER THE PLAN, INCLUDING THE RELEASE, EXCULPATION AND INJUNCTION PROVISIONS, AS YOUR RIGHTS MIGHT BE AFFECTED.**

Article X.B – Release of Claims and Causes of Action

1. *Release by the Debtors and their Estates.* Pursuant to section 1123(b) and any other applicable provisions of the Bankruptcy Code, and except as otherwise expressly provided in the Plan, effective as of the Effective Date, for good and valuable consideration provided by each of the Released Parties, the adequacy and sufficiency of which is hereby confirmed, the Debtors and the Reorganized Debtors, in their respective individual capacities and as debtors-in-possession, and on behalf of themselves and their respective Estates, including, without limitation, any successor to the Debtors or any Estate representative appointed or selected pursuant to section 1123(b)(3) of the Bankruptcy Code (collectively, the “Debtor Releasing Parties”) shall be deemed to have conclusively, absolutely, unconditionally, irrevocably, and forever provided a full discharge, waiver and release to each of the Released Parties (and each such Released Party so released shall be deemed forever released, waived and discharged by the Debtor Releasing Parties) and their respective assets and properties (the “Debtor Release”) from any and all Claims, Causes of Action, and any other debts, obligations, rights, suits, damages, actions, remedies, and liabilities whatsoever, whether known or unknown, foreseen or unforeseen, whether directly or derivatively held, existing as of the Effective Date or thereafter arising, in law, at equity or otherwise, whether for tort, contract, violations of federal or state securities laws, or otherwise, based in whole or in part upon any act or omission, transaction, or other occurrence or circumstances existing or taking place prior to or on the Effective Date arising from or related in any way in whole or in part to any of the Debtors or their Affiliates, including, without limitation, (i) the Chapter 11 Cases, the Disclosure Statement, the Plan, the Restructuring Support Agreement, the Backstop Purchase Agreement, the Rights Offering, the Restructuring Documents, the Prepetition Debt Documents, and the DIP Loan Documents, (ii) the subject matter of, or the transactions or events giving rise to, any Claim or Equity Interest that is treated in the Plan, (iii) the business or contractual arrangements between any Debtor and any Released Parties, (iv) the negotiation, formulation or preparation of the Restructuring Support Agreement, the Backstop Purchase Agreement, the Rights Offering, the Plan, the Disclosure Statement, the Plan Supplement, the Restructuring

Documents, the Prepetition Debt Documents, the DIP Loan Documents, or related agreements, instruments or other documents, (v) the restructuring of Claims or Equity Interests prior to or during the Chapter 11 Cases, (vi) the purchase, sale, or rescission of the purchase or sale of any Equity Interest or Plan Securities of the Debtors or the Reorganized Debtors, and/or (vii) the Confirmation or Consummation of the Plan or the solicitation of votes on the Plan that such Debtor Releasing Party would have been legally entitled to assert (whether individually or collectively) or that any Holder of a Claim or Equity Interest or other Person or Entity would have been legally entitled to assert for, or on behalf or in the name of, any Debtor, its respective Estate or any Reorganized Debtor (whether directly or derivatively) against any of the Released Parties; *provided, however,* that the foregoing provisions of this Debtor Release shall not operate to waive or release (A) the rights of such Debtor Releasing Party to enforce the Plan and the contracts, instruments, releases, indentures, and other agreements or documents delivered under or in connection with the Plan (including, without limitation, the Exit Facility Loan Documents and the New Secured Convertible Notes Documents) or assumed or assumed and assigned, as applicable, pursuant to the Plan or pursuant to a Final Order of the Bankruptcy Court and (B) claims or liabilities arising out of or relating to any act or omission of a Released Party that constitutes a criminal act, fraud, willful misconduct, or gross negligence, in each case as determined by Final Order of the Bankruptcy Court or any other court of competent jurisdiction. The foregoing release shall be effective as of the Effective Date without further notice to or order of the Bankruptcy Court, act or action under applicable law, regulation, order, or rule or the vote, consent, authorization or approval of any Person or Entity and the Confirmation Order shall permanently enjoin the commencement or prosecution by any Person or Entity, whether directly, derivatively or otherwise, of any claims, obligations, suits, judgments, damages, demands, debts, rights, Causes of Action, or liabilities released pursuant to this Debtor Release. Notwithstanding the foregoing, nothing in this Article X.B. shall or shall be deemed to (i) prohibit the Debtors or the Reorganized Debtors from asserting and enforcing any claims, obligations, suits, judgments, demands, debts, rights, Causes of Action or liabilities they may have against any Person or Entity that is based upon an alleged breach of a confidentiality or non-compete obligation owed to the Debtors or the Reorganized Debtors and/or (ii) operate as a release or waiver of any Intercompany Claims, in each case unless otherwise expressly provided for in this Plan.

Entry of the Confirmation Order shall constitute the Bankruptcy Court's approval, pursuant to Bankruptcy Rule 9019, of the Debtor Release, which includes by reference each of the related provisions and definitions contained herein, and further, shall constitute the Bankruptcy Court's finding that the Debtor Release is: (i) in exchange for the good and valuable consideration provided by the Released Parties; (ii) a good faith settlement and compromise of the Claims released by the Debtor Release; (iii) in the best interest of the Debtors and their Estates; (iv) fair, equitable and reasonable; (v) given and made after due notice and opportunity for hearing; and (vi) a bar to any of the Debtors, the Reorganized Debtors, or the Debtors' Estates asserting any claim or Cause of Action released pursuant to the Debtor Release.

2. Release By Third Parties. Except as otherwise expressly provided in the Plan, effective as of the Effective Date, to the fullest extent permitted by applicable law, for good and valuable consideration provided by each of the Released Parties, the adequacy and sufficiency of which is hereby confirmed, and without limiting or otherwise modifying the scope of the Debtor Release provided by the Debtor Releasing Parties above, each Non-Debtor Releasing Party (together with the Debtor Releasing Parties, the "Releasing Parties") shall be deemed to have conclusively, absolutely, unconditionally, irrevocably, and forever provided a full discharge, waiver, and release to each of the Released Parties (and each such Released Party so released shall be deemed forever released, waived, and discharged by the Non-Debtor Releasing Parties) and their respective assets and properties (the "Third Party Release") from any and all Claims, Causes of Action, and any other debts, obligations, rights, suits, damages, actions, remedies, and liabilities

whatsoever, whether known or unknown, foreseen or unforeseen, whether directly or derivatively held, existing as of the Effective Date or thereafter arising, in law, at equity or otherwise, whether for tort, contract, violations of federal or state securities laws, or otherwise, based in whole or in part upon any act or omission, transaction, or other occurrence or circumstances existing or taking place prior to or on the Effective Date arising from or related in any way in whole or in part to any of the Debtors or their Affiliates, including, without limitation, (i) the Chapter 11 Cases, the Disclosure Statement, the Plan, the Restructuring Support Agreement, the Backstop Purchase Agreement, the Rights Offering, the Restructuring Documents, the Prepetition Debt Documents, and the DIP Loan Documents, (ii) the subject matter of, or the transactions or events giving rise to, any Claim or Equity Interest that is treated in the Plan, (iii) the business or contractual arrangements between any Debtor and any Released Parties, (iv) the negotiation, formulation or preparation of the Restructuring Support Agreement, the Backstop Purchase Agreement, the Rights Offering, this Plan, the Disclosure Statement, the Plan Supplement, the Restructuring Documents, the Prepetition Debt Documents, the DIP Loan Documents, or related agreements, instruments or other documents, (v) the restructuring of Claims or Equity Interests prior to or during the Chapter 11 Cases, (vi) the purchase, sale or rescission of the purchase or sale of any Equity Interest or Plan Securities of the Debtors or the Reorganized Debtors, and/or (vii) the Confirmation or Consummation of the Plan or the solicitation of votes on this Plan that such Non-Debtor Releasing Party would have been legally entitled to assert (whether individually or collectively) against any of the Released Parties; *provided, however*, that the foregoing provisions of this Third Party Release shall not operate to waive or release (A) the rights of such Non-Debtor Releasing Party to enforce the Plan and the contracts, instruments, releases, indentures, and other agreements or documents delivered under or in connection with this Plan (including, without limitation, the Exit Facility Loan Documents and the New Secured Convertible Notes Documents) or assumed or assumed and assigned, as applicable, pursuant to the Plan or pursuant to a Final Order of the Bankruptcy Court and (B) claims or liabilities arising out of or relating to any act or omission of a Released Party that constitutes a criminal act, fraud, willful misconduct, or gross negligence, in each case as determined by Final Order of the Bankruptcy Court or any other court of competent jurisdiction. The foregoing release shall be effective as of the Effective Date without further notice to or order of the Bankruptcy Court, act or action under applicable law, regulation, order, or rule or the vote, consent, authorization or approval of any Person or Entity and the Confirmation Order shall permanently enjoin the commencement or prosecution by any Person or Entity, whether directly, derivatively or otherwise, of any claims, obligations, suits, judgments, damages, demands, debts, rights, Causes of Action, or liabilities released pursuant to this Third Party Release.

Entry of the Confirmation Order shall constitute the Bankruptcy Court's approval, pursuant to Bankruptcy Rule 9019, of the Third Party Release, which includes by reference each of the related provisions and definitions contained herein, and further, shall constitute the Bankruptcy Court's finding that the Third Party Release is: (i) consensual; (ii) essential to the confirmation of the Plan; (iii) in exchange for the good and valuable consideration provided by the Released Parties; (iv) a good faith settlement and compromise of the Claims released by the Third Party Release; (v) in the best interest of the Debtors and all Holders of Claims and Equity Interests; (vi) fair, equitable and reasonable; (vii) given and made after due notice and opportunity for hearing; and (viii) a bar to any of the Releasing Parties asserting any claim or Cause of Action released pursuant to the Third Party Release.

#### **Article X.E – Exculpation**

Effective as of the Effective Date, to the fullest extent permitted by law, the Exculpated Parties shall neither have nor incur any liability to any Person or Entity for any claims or Causes of Action arising prior to or on the Effective Date for any act taken or omitted to be taken in connection with, or

related to, formulating, negotiating, preparing, disseminating, implementing, administering, confirming or effecting the Confirmation or Consummation of this Plan, the Disclosure Statement, the Restructuring Documents, the Rights Offering, the Prepetition Debt Documents, the DIP Loan Documents, or any contract, instrument, release or other agreement or document created or entered into in connection with this Plan, including the Restructuring Support Agreement and the Backstop Purchase Agreement, or any other prepetition or postpetition act taken or omitted to be taken in connection with or in contemplation of the restructuring of the Debtors, the approval of the Disclosure Statement or Confirmation or Consummation of this Plan; provided, however, that the foregoing provisions of this exculpation shall not operate to waive or release: (i) any Causes of Action arising from willful misconduct, actual fraud, or gross negligence of such applicable Exculpated Party as determined by Final Order of the Bankruptcy Court or any other court of competent jurisdiction; and/or (ii) the rights of any Person or Entity to enforce this Plan and the contracts, instruments, releases, indentures, and other agreements and documents delivered under or in connection with this Plan or assumed pursuant to this Plan or Final Order of the Bankruptcy Court; provided, further, that each Exculpated Party shall be entitled to rely upon the advice of counsel concerning its respective duties pursuant to, or in connection with, the above referenced documents, actions or inactions. The foregoing exculpation shall be effective as of the Effective Date without further notice to or order of the Bankruptcy Court, act or action under applicable law, regulation, order, or rule or the vote, consent, authorization or approval of any Person or Entity. Notwithstanding the foregoing, nothing in this Article X.E shall or shall be deemed to prohibit the Debtors or the Reorganized Debtors from asserting and enforcing any claims, obligations, suits, judgments, demands, debts, rights, Causes of Action or liabilities they may have against any Person or Entity that is based upon an alleged breach of a confidentiality or non-compete obligation owed to the Debtors or the Reorganized Debtors, in each case unless otherwise expressly provided for in the Plan.

### **Article X.G – Injunction**

**EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THE PLAN OR THE CONFIRMATION ORDER, FROM AND AFTER THE EFFECTIVE DATE, ALL PERSONS AND ENTITIES ARE, TO THE FULLEST EXTENT PROVIDED UNDER SECTION 524 AND OTHER APPLICABLE PROVISIONS OF THE BANKRUPTCY CODE, PERMANENTLY ENJOINED FROM (I) COMMENCING OR CONTINUING, IN ANY MANNER OR IN ANY PLACE, ANY SUIT, ACTION OR OTHER PROCEEDING; (II) ENFORCING, ATTACHING, COLLECTING, OR RECOVERING IN ANY MANNER ANY JUDGMENT, AWARD, DECREE, OR ORDER; (III) CREATING, PERFECTING, OR ENFORCING ANY LIEN OR ENCUMBRANCE; (IV) ASSERTING A SETOFF OR RIGHT OF SUBROGATION OF ANY KIND; OR (V) COMMENCING OR CONTINUING IN ANY MANNER ANY ACTION OR OTHER PROCEEDING OF ANY KIND, IN EACH CASE ON ACCOUNT OF OR WITH RESPECT TO ANY CLAIM, DEMAND, LIABILITY, OBLIGATION, DEBT, RIGHT, CAUSE OF ACTION, EQUITY INTEREST, OR REMEDY RELEASED OR TO BE RELEASED, EXCULPATED OR TO BE EXCULPATED, SETTLED OR TO BE SETTLED OR DISCHARGED OR TO BE DISCHARGED PURSUANT TO THIS PLAN OR THE CONFIRMATION ORDER AGAINST ANY PERSON OR ENTITY SO RELEASED, DISCHARGED, OR EXCULPATED (OR THE PROPERTY OR ESTATE OF ANY PERSON OR ENTITY SO RELEASED, DISCHARGED, OR EXCULPATED). ALL INJUNCTIONS OR STAYS PROVIDED FOR IN THE CHAPTER 11 CASES UNDER SECTION 105 OR SECTION 362 OF THE BANKRUPTCY CODE, OR OTHERWISE, AND IN EXISTENCE ON THE CONFIRMATION DATE, SHALL REMAIN IN FULL FORCE AND EFFECT UNTIL THE EFFECTIVE DATE.**

**THIS NOTICE IS BEING SENT TO YOU FOR INFORMATIONAL PURPOSES ONLY. IF YOU HAVE QUESTIONS WITH RESPECT TO YOUR RIGHTS UNDER THE PLAN OR ABOUT ANYTHING STATED HEREIN OR IF YOU WOULD LIKE TO OBTAIN ADDITIONAL INFORMATION, PLEASE CONTACT THE VOTING AND CLAIMS AGENT AT THE NUMBER OR ADDRESS SPECIFIED ABOVE. PLEASE NOTE THAT THE VOTING AND CLAIMS AGENT CANNOT PROVIDE LEGAL ADVICE.**