

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

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In re: : Chapter 11  
: :  
HI-CRUSH INC., *et al.*,<sup>1</sup> : Case No. 20-33496 (DRJ)  
: :  
Debtors. : (Jointly Administered)  
: :  
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**DEBTORS' EMERGENCY MOTION FOR ENTRY OF AN ORDER (I) APPROVING ADEQUACY OF DISCLOSURE STATEMENT, (II) SCHEDULING HEARING ON CONFIRMATION OF PLAN, (III) ESTABLISHING DEADLINE TO OBJECT TO PLAN AND FORM OF NOTICE THEREOF, (IV) APPROVING (A) SOLICITATION PROCEDURES, (B) FORMS OF BALLOTS AND NOTICES OF NON-VOTING AND LIMITED VOTING STATUS, AND (C) RIGHTS OFFERING MATERIALS, (V) APPROVING PROCEDURES FOR ASSUMPTION OF CONTRACTS AND LEASES AND FORM AND MANNER OF CURE NOTICE, AND (VI) GRANTING RELATED RELIEF**

**EMERGENCY RELIEF HAS BEEN REQUESTED. A HEARING WILL BE CONDUCTED ON THIS MATTER ON AUGUST 14, 2020 AT 11:00A.M. PREVAILING CENTRAL TIME IN COURTROOM 400, 4TH FLOOR, 515 RUSK STREET, HOUSTON, TX 77002. IF YOU OBJECT TO THE RELIEF REQUESTED OR YOU BELIEVE THAT EMERGENCY CONSIDERATION IS NOT WARRANTED, YOU MUST EITHER APPEAR AT THE HEARING OR FILE A WRITTEN RESPONSE BY AUGUST 13, 2020 AT 12:00 P.M. (PREVAILING CENTRAL TIME). OTHERWISE, THE COURT MAY TREAT THE PLEADING AS UNOPPOSED AND GRANT THE RELIEF REQUESTED.**

**RELIEF IS REQUESTED NOT LATER THAN AUGUST 14, 2020.**

<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.



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Please note that on March 24, 2020, through the entry of General Order 2020-10, the Court invoked the Protocol for Emergency Public Health or Safety Conditions.

It is anticipated that all persons will appear telephonically and also may appear via video at this hearing.

Audio communication will be by use of 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.

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.

Hearing appearances should be made electronically and in advance of the hearing. You may make your electronic appearance by:

- 1) Going to the Southern District of Texas website;
- 2) Selecting "Bankruptcy Court" from the top menu;
- 3) Selecting "Judges' Procedures & Schedules;"
- 4) Selecting "view home page" for Judge David R. Jones;
- 5) Under "Electronic Appearance," select "Click here to submit Electronic Appearance;"
- 6) Select "Hi-Crush Inc., et al." from the list of Electronic Appearance Links; and
- 7) After selecting "Hi-Crush Inc., et al." from the list, complete the required fields and hit the "Submit" button at the bottom of the page.

Submitting your appearance electronically in advance of the hearing will negate the need to make an appearance on the record at the hearing.

The above-captioned debtors and debtors in possession (collectively, the "**Debtors**") respectfully state the following in support of this emergency motion (the "**Motion**"):

### **RELIEF REQUESTED**

1. By this Motion, the Debtors request entry of an order (the "**Disclosure Statement Order**") substantially in the form attached hereto:

- i. 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**”);<sup>2</sup>
- ii. scheduling a hearing (the “**Confirmation Hearing**”) on September 23, 2020, or as soon thereafter as the Court’s calendar allows, 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 July 27, 2020 (as may be amended, modified or supplemented from time to time, the “**Plan**”);<sup>3</sup>
- iii. establishing September 18, 2020, at 5:00 p.m. (Prevailing Central Time), as the deadline to file objections to confirmation of the Plan (the “**Confirmation Objection Deadline**”);
- iv. approving the notice of the Disclosure Statement Hearing (as defined herein) and the form and manner of the notice of the Confirmation Hearing;
- v. establishing the Voting Record Date (as defined below) and approving procedures for temporary allowance of Claims that are subject to an objection filed by the Debtors and the form and manner of the notice related thereto;
- vi. approving the Solicitation Procedures with respect to the Plan and the forms of Ballots, the Notices of Non-Voting Status and Opt Out Opportunity, the Notice of Non-Voting Status: Disputed Claims, the Notice of Limited Voting Status to Holders of Contingent, Unliquidated, or Disputed Claims for Which No Objection Has Been Filed, the Contract/Lease Notice, and the Cover Letter (each as defined below);
- vii. approving the Rights Offering Materials and authorizing the Debtors to commence the Rights Offering (each as defined below);
- viii. approving the Assumption Procedures and the form and manner of the Cure Notice (each as defined below); and
- ix. granting related relief.

## **JURISDICTION AND VENUE**

2. The United States Bankruptcy Court for the Southern District of Texas (the “**Court**”) has jurisdiction to consider this Motion under 28 U.S.C. § 1334. This is a core

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<sup>2</sup> A copy of the Disclosure Statement (with the Plan (as defined below) attached as Exhibit A thereto) has been filed contemporaneously with this Motion.

<sup>3</sup> All capitalized terms used but not otherwise defined herein shall have the meanings ascribed to them in the Plan.

proceeding under 28 U.S.C. § 157(b), and this Court may enter a final order consistent with Article III of the United States Constitution.

3. Venue is proper under 28 U.S.C. §§ 1408 and 1409.

4. The bases for the relief requested herein are sections 105(a), 1125, 1126, and 1128 of Title 11 of the United States Code (the “**Bankruptcy Code**”), Rules 2002, 3016, 3017, 3018, 3020, and 9006 of the Federal Rules of Bankruptcy Procedure (the “**Bankruptcy Rules**”), Rule 9013-1 of the Bankruptcy Local Rules for the Southern District of Texas (the “**Bankruptcy Local Rules**”), and the Procedures for Complex Chapter 11 Cases in the Southern District of Texas (the “**Complex Case Procedures**”).

#### BACKGROUND

5. On July 12, 2020 (the “**Petition Date**”), the Debtors filed voluntary petitions in this Court commencing cases for relief under chapter 11 of the Bankruptcy Code (the “**Chapter 11 Cases**”). The factual background regarding the Debtors, including their business operations, their capital and debt structures, and the events leading to the filing of the Chapter 11 Cases, is set forth in detail in the *Declaration of J. Philip McCormick, Jr., Chief Financial Officer of the Debtors, in Support of Chapter 11 Petitions and First Day Pleadings* [Docket No. 24] (the “**First Day Declaration**”), which is fully incorporated herein by reference.

6. The Debtors continue to manage and operate their businesses as debtors in possession pursuant to sections 1107 and 1108 of the Bankruptcy Code. No trustee or examiner has been requested in the Chapter 11 Cases, and no committees have been appointed.

7. The Debtors’ cases are being jointly administered for procedural purposes pursuant to Bankruptcy Rule 1015(b).

8. Prior to the Petition Date, the Debtors entered into that certain Restructuring Support Agreement, dated as of July 12, 2020 (the “**RSA**”), with noteholders that collectively hold

approximately 94% of the outstanding principal amount of the Debtors' senior unsecured notes, including those members of an ad hoc group of noteholders (the "**Ad Hoc Noteholders Committee**"). The RSA requires the Debtors to meet certain case milestones on an expedited timeframe, including, among other things:

- i. Entry of an order of the Court approving the solicitation materials and rights offering procedures (the "**Rights Offering Procedures**") by no later than forty-five (45) days following the Petition Date;
  - ii. Entry of an order of the Court confirming the Plan by no later than seventy-five (75) days following the Petition Date; and
  - iii. The occurrence of the effective date of the Plan by no later than ninety (90) days following the Petition Date.
9. The Plan provides that claims (as defined in section 101(5) of the Bankruptcy Code,

**Claims**) against any Debtor in Class 4 and Class 5 are entitled to vote on the Plan. By this Motion, the Debtors seek approval of the Disclosure Statement to permit the solicitation of votes on the Plan from Holders of such Claims, as well as approval of the notices to be provided to certain other parties in interest in connection with the solicitation. By this Motion, the Debtors also request approval of the Rights Offering Procedures and the Assumption Procedures (each as defined below).

#### **APPLICABLE AUTHORITY**

10. In accordance with sections 1122 and 1123 of the Bankruptcy Code, the Plan contemplates classifying Holders of Claims and equity interests (as defined in the Plan, "**Equity Interests**") into various Classes (as defined in the Plan, "**Class**" or "**Classes**") for all purposes, including with respect to voting on the Plan, as follows:

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**SUMMARY OF STATUS AND VOTING RIGHTS**

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| <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<br>Subsidiary | Unimpaired      | Deemed to Accept        |
| 8.           | Old Parent Interests                                | Impaired        | Deemed to Reject        |

11. Based on the foregoing, the Debtors are soliciting votes to accept the Plan from Class 4 and Class 5 (the “**Voting Classes**”) because Holders of Claims in Class 4 and Class 5 are Impaired under the Plan and, therefore, have the right to vote to accept or reject the Plan. The Debtors are *not* soliciting votes from Classes 1, 2, 3, 6, 7, and 8 (collectively, the “**Non-Voting Classes**” and the Holders in such Classes, the “**Non-Voting Holders**”).

12. As described in further detail below, the Plan also contemplates a rights offering (the “**Rights Offering**”), pursuant to which each Holder of an Allowed Prepetition Notes Claim or Eligible General Unsecured Claim (each as defined in the Rights Offering Procedures) as of the Rights Offering Record Date (as defined below) that is an “Accredited Investor” (as such term is defined in Rule 501 of the Securities Act<sup>4</sup>), as set forth in a properly completed and duly executed AI Questionnaire timely-delivered on or prior to the AI Questionnaire Deadline (each as defined below) will be entitled to receive rights to purchase new secured convertible notes to be issued by

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<sup>4</sup> See Securities Act of 1933, 15 U.S.C. §§ 77a-77aa, as amended.

the Debtors on the effective date of the Plan in accordance with the Rights Offering Procedures (as defined below).

13. The following table summarizes the relevant dates proposed in connection with the Solicitation Procedures and Rights Offering Procedures:

Proposed Dates and Deadlines<sup>5</sup>

| <u>Event</u>                            | <u>Date/Deadline</u> |
|---|----------------------|
| Petition Date                           | July 12, 2020        |
| Mailing of Disclosure Statement Notice  | July 27, 2020        |
| Disclosure Statement Objection Deadline | August 13, 2020      |
| Disclosure Statement Hearing            | August 14, 2020      |
| Voting Record Date                      | August 14, 2020      |
| AI Questionnaire Record Date            | August 14, 2020      |
| Solicitation Mailing Date               | August 20, 2020      |
| Mailing of AI Questionnaire             | August 20, 2020      |
| Rule 3018(a) Motion Deadline            | August 30, 2020      |
| AI Questionnaire Deadline               | September 4, 2020    |
| Mailing of Cure Notice                  | September 4, 2020    |
| Rights Offering Record Date             | September 4, 2020    |
| Rights Offering Commencement Date       | September 9, 2020    |
| Plan Supplement Filing Deadline         | September 11, 2020   |
| Voting Deadline                         | September 18, 2020   |
| Confirmation Objection Deadline         | September 18, 2020   |
| Release Opt-Out Deadline                | September 18, 2020   |
| Reply Deadline                          | September 22, 2020   |
| Plan Confirmation Hearing               | September 23, 2020   |
| Rights Offering Termination Date        | September 29, 2020   |

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<sup>5</sup> To the extent of any conflict between the dates in this chart and those in the Disclosure Statement Order, the dates in the Disclosure Statement Order shall control.

14. Listed below are the attachments and exhibits attached to the proposed Disclosure Statement Order and cited throughout this Motion:

| <b><u>Exhibit</u></b>                        | <b><u>Pleading</u></b>   |
|--|--|
| Exhibit 1 to the Disclosure Statement Order  | Disclosure Statement Notice  |
| Exhibit 2 to the Disclosure Statement Order  | Confirmation Hearing Notice  |
| Exhibit 3 to the Disclosure Statement Order  | Form of Notice of Non-Voting Status: Disputed Claims   |
| Exhibit 4 to the Disclosure Statement Order  | Form of Notice of Non-Voting Status and Opt-Out Opportunity: Deemed to Accept  |
| Exhibit 4A to the Disclosure Statement       | Form of Opt-Out Form for Classes Deemed to Accept  |
| Exhibit 5 to the Disclosure Statement Order  | Form of Notice of Non-Voting Status and Opt-Out Opportunity: Deemed to Reject  |
| Exhibit 5A to the Disclosure Statement Order | Form of Class 8 Opt-Out Form: Registered Holders   |
| Exhibit 5B to the Disclosure Statement Order | Form of Class 8 Opt-Out Form: Beneficial Holders   |
| Exhibit 5C to the Disclosure Statement Order | Form of Class 8 Opt-Out Form: Master Form  |
| Exhibit 6 to the Disclosure Statement Order  | Ballots  |
| Exhibit 6A to the Disclosure Statement Order | Form of Beneficial Holder Ballot for Prepetition Notes Claims in Class 4   |
| Exhibit 6B to the Disclosure Statement Order | Form of Master Ballot for Prepetition Notes Claims in Class 4  |
| Exhibit 6C to the Disclosure Statement Order | Form of Ballot for Class 5 General Unsecured Claims  |
| Exhibit 7 to the Disclosure Statement Order  | Form of Notice of Limited Voting Status to Holders of Contingent, Unliquidated, or Disputed Claims for Which No Objection Has Been Filed |
| Exhibit 8 to the Disclosure Statement Order  | Form of Contract/Lease Notice  |
| Exhibit 9 to the Disclosure Statement Order  | Rights Offering Materials  |
| Exhibit 10 to the Disclosure Statement Order | Form of Cure Notice  |
| Exhibit 11 to the Disclosure Statement Order | Form of Cover Letter to Disclosure Statement   |

## **I. Approvals Relating to Disclosure Statement**

### **A. Approval of Notice of Disclosure Statement Hearing**

15. Bankruptcy Rule 3017(a) provides, in pertinent part:

After a disclosure statement is filed in accordance with Rule 3016(b), the court shall hold a hearing on at least 28 days' notice to the debtor, creditors, equity security holders and other parties in interest as provided in Rule 2002



to consider the disclosure statement and any objections or modifications thereto. The plan and the disclosure statement shall be mailed with the notice of the hearing only to the debtor, any trustee or committee appointed under the Code, the Securities and Exchange Commission, and any party in interest who requests in writing a copy of the statement or plan.

Fed. R. Bankr. P. 3017(a).

16. In accordance with Bankruptcy Rule 3017(a), the Debtors have obtained from the Court a date and time for the hearing on the Disclosure Statement, which will be held on August 14, 2020 at 11:00 a.m. (Prevailing Central Time) (the “**Disclosure Statement Hearing**”).

17. Bankruptcy Rules 2002(b), 2002(d), and 3017(a) require twenty-eight (28) days’ notice be given by mail to all creditors of the time fixed for filing objections to approval of a disclosure statement, subject to the Court’s discretion to shorten such period under Bankruptcy Rule 9006(c)(1). Accordingly, the Debtors mailed or will mail a copy of the Notice of Disclosure Statement Hearing, attached to the Disclosure Statement Order as Exhibit 1 (the “**Disclosure Statement Notice**”), by first class mail to (i) all known Holders of Claims against the Debtors, (ii) all known Holders of Equity Interest of the Debtors, and (iii) the parties listed below.

18. The Debtors have also served, or will serve a copy of this Motion, the Disclosure Statement Notice, the Disclosure Statement, and the Plan (attached as Exhibit A to the Disclosure Statement) on the Notice Parties (as defined below). Moreover, copies of such documents are available at [www.kccllc.net/hicrush](http://www.kccllc.net/hicrush).

19. The Disclosure Statement Notice provides that objections or responses to the Disclosure Statement, if any, 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; and (v) be filed, contemporaneously with a proof of service, with the Bankruptcy Court so that it is **actually received** by the proposed deadline to file objections to the

adequacy of the disclosure statement, which will occur on August 13, 2020, at 12:00 p.m. (Prevailing Central Time) (the “**Disclosure Statement Objection Deadline**”) and served on the following parties (the “**Notice Parties**”):

- a. 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);
- b. 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);
- c. 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);
- d. Counsel to any statutory committee appointed in these Chapter 11 Cases; and
- e. 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).

20. Requiring that objections to the Disclosure Statement be filed by the Disclosure Statement Objection Deadline affords the Court and the Debtors sufficient time to consider objections before the Disclosure Statement Hearing.

21. While the Debtors’ proposed notice period provides less than twenty-eight days’ notice of the Disclosure Statement Hearing, as required under the Bankruptcy Rules, the Debtors believe that shortened notice is in the best interests of all parties in interest in these Chapter 11 Cases. The shortened notice period is necessary for the Debtors to comply with the milestones set forth in the RSA while simultaneously allowing sufficient time for (i) Holders of Claims and

Equity Interests to vote on the Plan and/or opt out of the Third Party Releases (as defined below) under the Solicitation Procedures set forth herein and (ii) Holders of General Unsecured Claims to submit AI Questionnaires or otherwise monetize their Rights by trading their Claims as permitted under the Rights Offering Procedures (each as defined below).

22. Accordingly, the Debtors submit that the foregoing notice and objection procedures provide adequate notice of the Disclosure Statement Hearing and, accordingly, request that the Court deem such notice as having been adequate pursuant to Bankruptcy Rule 3017.

**B. Approval of Disclosure Statement as Containing “Adequate Information”**

23. The Debtors request that the Court find that the Disclosure Statement contains adequate information within the meaning of section 1125(a)(1) of the Bankruptcy Code, which defines “adequate information” as:

information of a kind, and in sufficient detail, as far as is reasonably practicable in light of the nature and history of the debtor and the condition of the debtor’s books and records, including a discussion of the potential material Federal tax consequences of the plan to the debtor, any successor to the debtor, and a hypothetical investor typical of the holders of claims or interests in the case, that would enable such a hypothetical investor of the relevant class to make an informed judgment about the plan.

11 U.S.C. § 1125(a)(1).

24. The primary purpose of a disclosure statement is to provide all material information that creditors and interest holders affected by a proposed plan need to make an informed decision whether to vote for the plan. *See, e.g., Century Glove, Inc. v. First Am. Bank of New York*, 860 F.2d 94, 100 (3d Cir. 1988) (“§ 1125 seeks to guarantee a minimum amount of information to the creditor asked for its vote”); *In re Monnier Bros.*, 755 F.2d 1336, 1341 (8th Cir. 1985); *In re Phoenix Petroleum, Co.*, 278 B.R. 385, 392 (Bankr. E.D. Pa. 2001); *In re Unichem Corp.*, 72 B.R. 95, 97 (Bankr. N.D. Ill. 1987). Congress intended that such informed judgments would be needed

both to negotiate the terms of and to vote on a plan of reorganization. *Century Glove*, 860 F.2d at 100.

25. In evaluating whether a disclosure statement provides “adequate information,” courts adhere to section 1125 of the Bankruptcy Code, which instructs that making this determination is a flexible exercise based on the facts and circumstances of each case. 11 U.S.C. § 1125(a)(1). Courts, including those within the Fifth Circuit, acknowledge that determining what constitutes “adequate information” for the purpose of satisfying section 1125 of the Bankruptcy Code resides within the broad discretion of the court. *See, e.g., Texas Extrusion Corp. v. Lockheed Corp. (In re Texas Extrusion Corp.)*, 844 F.2d 1142, 1157 (5th Cir. 1988) (“The determination of what is adequate information is subjective and made on a case by case basis. This determination is largely within the discretion of the bankruptcy court.”).

26. The Disclosure Statement is the product of the Debtors’ extensive review and analysis of their business, assets and liabilities, the circumstances leading to the Chapter 11 Cases, and the Debtors’ stabilization-initiatives and other significant events occurring both prior to and during the Chapter 11 Cases. In addition, the Disclosure Statement reflects the Debtors’ thorough analysis of the Plan, including the distributions to Holders of Claims and Equity Interests contemplated thereunder, the effect of the Plan on Holders of Claims and Equity Interests and the resultant restructuring of the Debtors’ estates if the Plan is confirmed and consummated. In performing this analysis, the Debtors sought and received the input of their advisors, executives and key management personnel, their major constituents and such constituents’ respective advisors. The Debtors do not expect that any material updates to the Disclosure Statement will be required prior to the Voting Deadline (as defined below).

27. Specifically, the Disclosure Statement contains the pertinent information necessary for the Holders of Claims entitled to vote on the Plan to make informed decisions about whether to vote to accept or reject the Plan, including, among other things, the following key sections and information contained therein:

- a. Executive Summary (Section I): statement of the purpose and effect of the Plan, overview of the classes of Claims and Equity Interests and their respective treatment under the Plan, overview of the solicitation and voting procedures and confirmation and consummation of the Plan, including important dates with respect to voting on and objecting to the confirmation of the Plan and a summary of certain effects of confirmation of the Plan;
- b. Background to the Chapter 11 Cases (Section II): the Debtors' corporate history and capital structure, an overview of their business operations, the Debtors' prepetition indebtedness and certain events leading to the commencement of the Chapter 11 Cases;
- c. Events Prior to and During the Chapter 11 Cases (Section III): first day motions and related relief, the Debtors' entry into the RSA, the Rights Offering, the Backstop Purchase Agreement, and other information related to the Debtors' reorganization strategy;
- d. Summary of the Plan (Section IV): the classification and treatment of Claims and Equity Interests under the Plan, acceptance and rejection of the Plan, means for implementation of the Plan, conditions precedent to confirmation and consummation of the Plan, settlement, release, injunction and related provisions and the binding nature of the Plan;
- e. Confirmation and Consummation Procedures (Section V): procedures for soliciting votes to accept or reject the Plan, confirmation procedures, statutory requirements for confirmation of the Plan and consummation of the Plan;
- f. Plan-Related Risk Factors (Section VI): certain risk factors that may affect the Plan, including the value of the securities to be issued thereunder, and the Debtors' business, as well as certain risks associated with forward-looking statements and overall disclaimer as to the information provided by and set forth in the Disclosure Statement;
- g. Alternatives to Confirmation and Consummation of the Plan (Section VII): liquidation under chapter 7 of the Bankruptcy Code or the filing of alternative plans of reorganization;

- h. Exemption from Securities Act Registration (Section VIII): reliance on the Bankruptcy Code and other exemptions under the Securities Act for certain securities exemptions in connection with the issuance of the Plan Securities.
- i. Tax Consequences of the Plan (Section IX): certain U.S. federal income tax law consequences of the Plan with respect to Holders of Allowed Claims and Equity Interests and the Reorganized Debtors;
- j. Recommendation: the Debtors' recommendation that Holders of Claims entitled to vote on the Plan vote to accept the Plan; and
- k. Financial Information (Exhibits to Disclosure Statement): the Reorganized Debtors' projections, historical financials, liquidation analysis, and valuation analysis.

28. The Debtors respectfully submit that the Disclosure Statement contains more than sufficient information for a hypothetical reasonable investor to make an informed judgment about the Plan and complies with all aspects of section 1125 of the Bankruptcy Code.

## **II. Approvals Relating to Confirmation Hearing**

### **A. Confirmation Hearing and Objections**

29. Pursuant to Bankruptcy Rule 3020(b)(2), a court shall rule on confirmation of a plan after notice and a hearing. In accordance with Bankruptcy Rule 3020(b)(2), therefore, the Debtors request that this Court enter an order setting September 23, 2020 as the hearing date for the Confirmation Hearing.

30. Pursuant to Bankruptcy Rule 3020(b)(1), objections to confirmation of a plan must be filed and served "within a time fixed by the court." Pursuant to this Bankruptcy Rule, the Debtors request this Court to enter the Disclosure Statement Order setting September 18, 2020 at 5:00 p.m. (Prevailing Central Time), as the Confirmation Objection Deadline for filing and serving objections to confirmation of the Plan ("**Confirmation Objections**"). Under the proposed Disclosure Statement Order, the Debtors will be required to serve notice of the Confirmation

Hearing by no later than August 20, 2020, thus providing 29 days' notice of the proposed Confirmation Objection Deadline.

31. The Debtors request that the Court order that Confirmation Objections, if any, must (i) be in writing, (ii) comply with the Bankruptcy Rules and the Bankruptcy Local Rules, (iii) set forth the name of the objector and the nature and amount of any claim or interest asserted by the objector against or in the Debtors, (iv) state with particularity the legal and factual bases for the objection 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 so that it is **actually received** by no later than the Confirmation Objection Deadline and served on the Notice Parties.

**B. Form and Manner of Notice of the Confirmation Hearing**

32. The Debtors propose to serve notice of the Confirmation Hearing (the "**Confirmation Hearing Notice**"), substantially in the form annexed as Exhibit 2 to the Disclosure Statement Order, as soon as reasonably practicable upon entry of the Disclosure Statement Order (but no later than August 20, 2020). The Confirmation Hearing Notice sets forth, in part, (i) the date, time, and place of the Confirmation Hearing, (ii) instructions for obtaining copies of the Disclosure Statement and Plan, and (iii) the Confirmation Objection Deadline and the procedures for filing Confirmation Objections. The Confirmation Hearing Notice will be served upon the Debtors' creditor matrix and all Holders of Equity Interest of record, which service will occur as soon as possible after the Court's approval of the Confirmation Hearing Notice. The Confirmation Hearing Notice likewise will be served upon the Notice Parties.

33. In addition, Bankruptcy Rule 2002(l) permits a court to "order notice by publication if it finds that notice by mail is impracticable or that it is desirable to supplement the notice." The Debtors request that this Court authorize the Debtors, in their discretion, to give supplemental

publication notice of the Confirmation Hearing, within five (5) business days after the entry of the Disclosure Statement Order, in *The Wall Street Journal* (national edition), the *Houston Chronicle*, and such other local newspapers, trade journals or similar publications, if any, as the Debtors deem appropriate, electronically on the Debtors' case information website (located at www.kccllc.net/hicrush) and/or in any other trade or other publications the Debtors deem necessary, which publication notice shall constitute good and sufficient notice of the Confirmation Hearing, Confirmation Objection Deadline, and the Reply Deadline (as defined in the Disclosure Statement Order) and related procedures to persons who do not receive the Confirmation Hearing Notice by mail. The proposed notice schedule, as described above, affords parties in interest ample notice of these proceedings.

**III. Establishment of Voting Record Date and Approval of Procedures for Temporary Allowance of Claims that are Subject to an Objection Filed by the Debtors**

**A. Voting Record Date**

34. Bankruptcy Rule 3018(a) provides that the “date the order approving the disclosure statement is entered or on another date fixed by the court, for cause, after notice and a hearing” is the record date for determining the “holders of stocks, bonds, debentures, notes and other securities” entitled to receive ballots and materials necessary for voting on the plan as specified in Bankruptcy Rule 3017(d). Bankruptcy Rule 3018(a) requires the record date to be set based on when the court enters the order approving the Disclosure Statement.

35. The Debtors request that the Court fix August 14, 2020 as the voting record date with respect to all Claims and Equity Interests (the “**Voting Record Date**”). The Debtors will use the Voting Record Date for determining which Entities are entitled to, as applicable, receive Solicitation Packages, vote to accept or reject the Plan, and receive the Confirmation Hearing Notice and other notices described herein.



**B. Procedures for Temporary Allowance of Certain Claims for Voting**

36. Pursuant to section 105(a) of the Bankruptcy Code, the Debtors propose that the Court order that any Holder of a Claim in a Voting Class for which an objection has been filed, whether such objection relates to the entire Claim or a portion thereof, not be entitled to vote on the Plan and not be counted in determining whether the requirements of section 1126(c) of the Bankruptcy Code have been met with respect to the Plan (except to the extent and in the manner as may be set forth in the objection) unless (i) the Claim has been temporarily allowed for voting purposes pursuant to Bankruptcy Rule 3018(a) and in accordance with the Disclosure Statement Order, or (ii) on or before the Voting Deadline (as defined below), the objection to such Claim has been withdrawn or resolved in favor of the creditor asserting the Claim. Creditors whose Claims the Debtors seek to expunge or disallow will receive a notice of non-voting status, substantially in the form of Exhibit 3 attached to the Disclosure Statement Order (the “**Notice of Non-Voting Status: Disputed Claims**”).

37. Bankruptcy Rule 3018(a) provides, in relevant part, that, “notwithstanding objection to a claim or interest, the court after notice and hearing may temporarily allow the claim or interest in an amount which the court deems proper for the purpose of accepting or rejecting a plan.” The Debtors request that the Court, pursuant to section 105(a) of the Bankruptcy Code, (i) fix August 30, 2020 (the “**Rule 3018(a) Motion Deadline**”), as the deadline for the filing and serving of motions pursuant to Bankruptcy Rule 3018(a) requesting temporary allowance of a movant’s Claim for purposes of voting (the “**Rule 3018(a) Motion(s)**”), and (ii) require that such Rule 3018(a) Motions be filed with the Bankruptcy Court by no later than 5:00 p.m. (Prevailing Central Time) on the Rule 3018(a) Motion Deadline and served on undersigned counsel and the other Notice Parties; provided however, that if an objection to a Claim is filed on or after the date

that is seven (7) days before the Rule 3018(a) Motion Deadline, then the Rule 3018(a) Motion Deadline shall be extended as to such Claim such that the holder thereof shall have at least seven (7) days to file a Rule 3018(a) Motion. The Debtors propose that the Court consider only those Rule 3018(a) Motions that have been timely filed and served in accordance with the provisions of this paragraph.

38. The Debtors propose that any party timely filing and serving a Rule 3018(a) Motion be provided a Ballot and be permitted to cast a provisional vote to accept or reject the Plan (assuming such holder is in a Voting Class). If, and to the extent that, the Debtors and such party are unable to resolve the issues raised by the Rule 3018(a) Motion prior to the Voting Deadline, then at the Confirmation Hearing the Court shall determine whether the provisional Ballot should be counted as a vote on the Plan. Such a procedure will help ensure an efficient tabulation of Ballots to be completed accurately by the Confirmation Hearing. Moreover, setting the date of the Confirmation Hearing as the date for hearing Rule 3018(a) Motions also permits the Court to avoid holding separate hearings on such motions. Nothing in these procedures is intended to affect any party's right to object to any Proof of Claim or Rule 3018(a) Motion.

#### **IV. Approval of the Solicitation Procedures**

39. The Debtors request that the Court approve the solicitation, balloting, tabulation, and related activities undertaken in connection with the Plan (collectively, the "**Solicitation Procedures**").

##### **A. Content and General Transmission of Solicitation Packages**

40. Bankruptcy Rule 3017(d) specifies the materials to be distributed to all impaired creditors and equity security holders following approval of a disclosure statement. Pursuant to this Bankruptcy Rule, the Debtors propose to transmit or cause to be transmitted on or before August 20, 2020 (the "**Solicitation Mailing Date**"), to the persons listed in paragraphs 41 and 42 below,

subject to the limitations contained therein and elsewhere in this Motion, by United States mail, first-class postage prepaid, personal service, or overnight delivery, a solicitation package (the “**Solicitation Package**”) containing a printed version, CD-ROM, flash drive, or other electronic means, as appropriate, of the following:

- a. the Confirmation Hearing Notice;
- b. the cover letter from the Debtors, in the form attached to the Disclosure Statement Order as Exhibit 11 (the “**Cover Letter**”);
- c. the Disclosure Statement;
- d. the Plan (which may be furnished in the Solicitation Package as Exhibit A to the Disclosure Statement); and
- e. to the extent applicable, a Ballot and/or notice, appropriate for the specific creditor or Equity Interest holder, in substantially the form attached to the Disclosure Statement Order.

41. In addition, the Debtors will file the Plan Supplement with the Court on or before September 11, 2020 (the “**Plan Supplement Filing Date**”), which is 7 days before the Voting Deadline. Copies of the Plan Supplement will be available at [www.kccllc.net/hicrush](http://www.kccllc.net/hicrush). Moreover, the Debtors will provide copies of the Solicitation Package (other than Ballots) and the Plan Supplement to (i) the United States Trustee for the Southern District of Texas; (ii) the parties included on the Debtors’ consolidated list of the holders of the 30 largest unsecured claims against the Debtors; (iii) Simpson, Thacher & Bartlett LLP as counsel to the agent for the Debtors’ prepetition and postpetition secured asset-based revolving credit facility; (iv) U.S. Bank National Association, as indenture trustee for the Debtors’ prepetition notes; (v) counsel to the Ad Hoc Noteholders Committee (a) Paul, Weiss, Rifkind, Wharton & Garrison LLP and (b) Porter Hedges LLP; (vi) Shipman & Goodwin LLP as counsel to the agent under the Debtors’ postpetition term loan facility; (vii) the United States Attorney’s Office for the Southern District of Texas; (viii) the Internal Revenue Service; (ix) the Securities and Exchange Commission; (x) the state attorneys

general for states in which the Debtors conduct business; and (xi) all parties that have requested or that are required to receive notice pursuant to Bankruptcy Rule 2002.

42. The Debtors will also provide the Solicitation Package to creditors who are holding Claims in Classes 4 and 5, as set forth below.

**B. Non-Voting Classes Deemed to Accept or Reject the Plan**

43. The Plan provides that specific Classes of Claims against, and Equity Interests in, the Debtors are deemed to accept or reject the Plan.

i. *Classes Deemed to Accept*

44. Section 1126(f) of the Bankruptcy Code provides that:

Notwithstanding any other provision of this section, a class that is not impaired under a plan, and each holder of a claim or interest of such class, are conclusively presumed to have accepted the plan, and solicitation of acceptances with respect to such class from the holders of claims or interests of such class is not required.

11 U.S.C. § 1126(f).

45. The Plan provides that each Holder of a Claim or Equity Interest 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 (as defined in section 1124 of the Bankruptcy Code) (“**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. In addition, the Holders of Claims in Class 6 (Intercompany Claims) are affiliates of the Debtors and, therefore, such Holders are deemed to accept the Plan.

46. The Debtors request a waiver of the requirement that they mail copies of the Plan and Disclosure Statement to Holders of Claims and Equity Interests deemed to accept the Plan. *See Fed. R. Bankr. P. 3017(d)* (requiring transmission of court-approved disclosure statement to,

*inter alia*, classes of unimpaired creditors and equity security holders, “except to the extent that the court orders otherwise with respect to one or more unimpaired classes of creditors or equity security holders”). The Court should order that the Debtors are not required to provide those materials to such Holders since it would be a significant and unnecessary administrative burden on the Debtors to transmit the Disclosure Statement and Plan to Holders of Claims or Equity Interests that are deemed to accept the Plan.

47. In lieu of furnishing each of the Non-Voting Holders of Unimpaired Claims with a copy of the Plan and Disclosure Statement, the Debtors propose to send to such Non-Voting Holders the Confirmation Hearing Notice, which sets forth a summary of the Plan and the treatment of such Non-Voting Holders’ Unimpaired Claims or Equity Interests and sets forth the manner in which a copy of the Plan and the Disclosure Statement may be obtained. In addition, the Debtors have made the Disclosure Statement and the Plan available at no cost on the website of the Debtors’ voting agent, Kurtzman Carson Consultants LLC (the “**Voting and Claims Agent**”) at [www.kccllc.net/hicrush](http://www.kccllc.net/hicrush).

48. In addition to the Confirmation Notice, the Debtors propose to send to the Non-Voting Holders of Unimpaired Claims the notice of non-voting status and opt-out opportunity for Classes that are deemed to accept the Plan (the “**Notice of Non-Voting Status and Opt-Out Opportunity: Deemed to Accept**”), which the Debtors propose to mail (or cause to be mailed) to such Holders within four business days of the entry of the Disclosure Statement Order on the docket, or as soon as reasonably practicable thereafter.<sup>6</sup> The Notice of Non-Voting Status and Opt-Out Opportunity: Deemed to Accept is attached as Exhibit 4 to the Disclosure Statement

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<sup>6</sup> The Debtors request a waiver of any requirement to serve a Confirmation Hearing Notice, Notice of Non-Voting Status and Opt-Out Opportunity: Deemed to Accept, or any other type of notice in connection with the Plan on Holders of Class 6 (Intercompany Claims) or Class 8 (Old Affiliate Interests in any Parent Subsidiary) since such Claims and Equity Interests are held by the Debtors or their affiliates.

Order and contains the full text of the release, exculpation, and injunction provisions set forth in Article X of the Plan. Additionally, the Notice of Non-Voting Status and Opt-Out Opportunity: Deemed to Accept will contain a form, substantially in the form attached as Exhibit 4A, by which each Holder of an Unimpaired Claim in such Non-Voting Classes can affirmatively elect to “opt out” of the third-party release provisions set forth in Article X.B.2 of the Plan (the “**Third-Party Release**”) and notice of the deadline by which Holders of Unimpaired Claims in such Non-Voting Classes must submit a completed form in order to “opt out” of the Third-Party Release, which the Debtors propose to set as September 18, 2020 at 5:00 p.m. (Prevailing Central Time) (the “**Release Opt-Out Deadline**”), concurrent with the Voting Deadline (as defined below) and 29 days after the commencement of Plan solicitation. The Notice of Non-Voting Status and Opt-Out Opportunity: Deemed to Accept also includes instructions for where Holders can obtain copies of the Plan, Disclosure Statement, and related exhibits such as the valuation analysis, financial projections, and Plan Supplement and information generally about the Plan and Confirmation Hearing.

ii. Classes Deemed to Reject

49. Section 1126(g) of the Bankruptcy Code provides that “a class is deemed not to have accepted a plan if such plan provides that the claims or interests of such class do not entitle the holders of such claims or interests to receive or retain any property under the plan on account of such claims or interests.” 11 U.S.C. § 1126(g).

50. The Plan provides that each Holder of an Equity Interest in Class 8 (Old Parent Interests) will not receive or retain any recovery on account of its Equity Interests and, thus, is deemed to reject the Plan.

51. The Debtors request a waiver of the requirement that they mail copies of the Plan and Disclosure Statement to Holders of Equity Interests deemed to reject the Plan. The Court

should order that the Debtors are not required to provide those materials to such Holders since it would be a significant and unnecessary administrative burden on the Debtors to transmit the Disclosure Statement and Plan to Holders of Equity Interests that are deemed to reject the Plan.

52. In lieu of furnishing each of the Holders of Class 8 Equity Interests with a copy of the Plan and Disclosure Statement, the Debtors propose to send to such Non-Voting Holders the Confirmation Hearing Notice, which sets forth a summary of the Plan and the treatment of such Non-Voting Holders' Equity Interests and sets forth the manner in which a copy of the Plan and the Disclosure Statement may be obtained.

53. In addition to the Confirmation Hearing Notice, the Debtors propose to send to the Non-Voting Holders of Equity Interests in Class 8 the notice of non-voting status and opt-out opportunity for Classes that are deemed to reject the Plan (the "**Notice of Non-Voting Status and Opt-Out Opportunity: Deemed to Reject**" and, together with the Notice of Non-Voting Status and Opt-Out Opportunity: Deemed to Accept, the "**Notices of Non-Voting Status and Opt-Out Opportunity**"), which the Debtors propose to mail (or cause to be mailed) to such Holders within four business days of the entry of the Disclosure Statement Order on the docket, or as soon as reasonably practicable thereafter. The Notice of Non-Voting Status: Deemed to Reject is attached as Exhibit 5 to the Disclosure Statement Order and contains the full text of the release, exculpation, and injunction provisions set forth in Article X of the Plan. Additionally, the Notice of Non-Voting Status and Opt-Out Opportunity: Deemed to Reject will contain a form, substantially in the form attached to the Disclosure Statement Order as Exhibit 5A, 5B, or 5C (depending on the manner in which the Equity Interests are held), by which each Holder of Equity Interests in Class 8 can affirmatively elect to "opt out" of the Third-Party Release and notice of the Release Opt-Out Deadline.

54. The Notice of Non-Voting Status and Opt-Out Opportunity: Deemed to Reject also includes instructions for where Holders can obtain copies of the Plan, Disclosure Statement, and related exhibits such as the valuation analysis, financial projections, and Plan Supplement and information generally about the Plan and Confirmation Hearing.

55. Nominees are authorized to send the Notice of Non-Voting Status and Opt-Out Opportunity: Deemed Reject to Beneficial Holders of Equity Interests in Class 8 in paper format via first class mail or via electronic transmission in accordance with the customary requirements of each Nominee. For the avoidance of doubt, if a Beneficial Holder of Equity Interests in Class 8 has previously provided consent to receive such materials through its Nominee by email, the Debtors propose to honor that request and transmit (or cause to be transmitted) the Notice of Non-Voting Status and Opt-Out Opportunity: Deemed Reject to that beneficial holder by email.

56. Under the circumstances, the Debtors submit that the Notices of Non-Voting Status and Opt-Out Opportunity will be adequate and appropriate to provide the Holders of Claims and Equity Interests in the applicable Non-Voting Classes of notice of their non-voting status and the opportunity to opt-out of the Third-Party Release.

57. The Solicitation Procedures undertaken by the Debtors and described herein with respect to the Non-Voting Classes comply with the Bankruptcy Code and should be approved. Accordingly, the Debtors respectfully request that the Court approve the Solicitation Procedures with respect to the Non-Voting Classes.

**C. Voting Classes**

i. *Ballots and Approval of Certain Transmittal Procedures*

58. Bankruptcy Rule 3017(d) requires that the Debtors use a form of ballot substantially conforming to Official Form No. 314. The Ballots (as defined below) are based on



Official Form No. 314, but were modified to address the particular aspects of the Chapter 11 Cases and to be relevant and appropriate for each Class of Impaired Claims entitled to vote on the Plan.

59. The Debtors intend to provide Ballots to Holders of Claims in Class 4 (Prepetition Notes Claims) and Class 5 (General Unsecured Claims). With respect to Holders of Prepetition Notes Claims in Class 4, the Debtors intend to distribute two forms of Ballots: (i) a form of Ballot for beneficial owners holding Prepetition Notes Claims as of the Voting Record Date through a nominee, which shall include, but is not limited to any bank, brokerage firm, or the agent thereof (collectively, “**Nominees**”) as the entity through which the holder of a beneficial interest (the “**Beneficial Holder**”) hold the Prepetition Notes, or as record holder in its own name, a copy of which is attached hereto as Exhibit 6A (the “**Beneficial Owner Ballot**”) and (ii) a form of Ballot for a Nominee that is the registered holder of a Prepetition Notes Claim (or agent thereof) to transmit the votes of one or more beneficial owners, a copy of which is attached hereto as Exhibit 6B (the “**Master Ballot**” and together with the Beneficial Owner Ballot, the “**Class 4 Ballots**”). To ensure that the Beneficial Holders of Prepetition Notes Claims are able to timely vote, the Debtors request that the Court order the Nominees to distribute the Solicitation Packages (as defined below) and notice to the respective Beneficial Holders of Prepetition Notes Claims within five (5) business days of receiving the Solicitation Package and related notices.<sup>7</sup>

60. The Debtors intend to distribute to Holders of General Unsecured Claims in Class 5 a Ballot substantially in the form attached hereto as Exhibit 6C (the “**Class 5 Ballot**” and together with the Class 4 Ballots, the “**Ballots**”).

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<sup>7</sup> Nominees may provide the Solicitation Packages and have Beneficial Holders return their Ballots using their established internal procedures and methods, including, but not limited to, the use of a voting instruction form.

61. Each of the Ballots contains a form by which each Holder of a Claim in Class 4 or Class 5 that votes to reject the Plan or abstains from voting on the Plan can elect to “opt out” of the Third-Party Release set forth in Article X.B.2 of the Plan.

62. The Ballots were specifically designed to conform to the Plan and the Debtors submit that the Ballots and the transmission methods of such Ballots should be approved.

ii. *Voting Deadline and Procedures for Vote Tabulation*

63. As noted above, two Classes of Claims are Impaired and entitled to vote to accept or reject the Plan – Class 4 (Prepetition Notes Claims) and Class 5 (General Unsecured Claims).

64. Within four business days of entry of the Disclosure Statement Order on the docket, the Debtors intend to provide copies of the Solicitation Packages to Holders of Prepetition Notes Claims in Class 4 and General Unsecured Claims in Class 5. The Solicitation Package will be sent to Holders of Prepetition Notes Claims in Class 4 via the Nominees through which Beneficial Holders hold their Prepetition Notes Claims, with instructions to forward the Solicitation Package to eligible Holders of Prepetition Notes Claims. Nominees are authorized to send the Solicitation Package to Beneficial Holders of Prepetition Notes Claims in Class 4 in paper format via first class mail or via electronic transmission in accordance with the customary requirements of each Nominee. For the avoidance of doubt, if a Beneficial Holder of Prepetition Notes Claims in Class 4 has previously provided consent to receive such materials through its Nominee by email, the Debtors propose to honor that request and transmit (or cause to be transmitted) the Solicitation Package to that beneficial holder by email.

65. The Debtors request that the deadline for submitting a Ballot to accept or reject the Plan and to opt-out of the Third-Party Release, as applicable, be set at September 18, 2020 at 5:00

p.m. (Prevailing Central Time) (the “**Voting Deadline**”), which is approximately 29 days after the Debtors expect to distribute the Solicitation Packages to Holders of Claims in the Voting Classes.

66. The Solicitation Package advises recipients that Ballots must be returned to the Voting and Claims Agent by the Voting Deadline and specifies that Ballots must be completed online via the Voting and Claims Agent’s e-balloting system or returned by regular mail, hand delivery, or overnight courier to an address specified on the Ballot. Each Ballot also contains detailed instructions on how to complete it and how to make any applicable elections contained therein.

67. Moreover, the materials in the Solicitation Package establish and communicate how the Voting and Claims Agent will tabulate the votes and elections contained in the Ballots. Those tabulation rules provide that the following Ballots will NOT be counted:

- any Ballot received after the Voting Deadline unless the Debtors shall have granted an extension of the Voting Deadline in writing with respect to such Ballot;
- any Ballot that is illegible or contains insufficient information to permit the identification of the Holder of the Claim;
- any Ballot cast by or on behalf of an entity that does not hold a claim in one of the Voting Classes;
- any Ballot cast for a claim listed in the schedules as contingent, unliquidated or disputed for which the applicable bar date has passed and no proof of claim was timely filed;
- any Ballot that is otherwise properly completed, executed and timely returned to the Voting and Claims Agent, but that (a) does not indicate an acceptance or rejection of the Plan, (b) indicates both an acceptance and rejection of the Plan, or (c) partially accepts and partially rejects the Plan;
- any Ballot cast for a Claim that is subject to an objection pending as of the Voting Record Date (except as otherwise provided in the Disclosure Statement Order);
- any Ballot sent to the Debtors, the Debtors’ agents/representatives (other than the Voting and Claims Agent), any indenture trustee or the Debtors’ financial or legal advisors;

- any Ballot transmitted by facsimile, telecopy, or electronic mail (other than a Master Ballot or a Ballot submitted through the Voting and Claims Agent’s online portal in accordance with the instructions provided);
- any unsigned Ballot; or
- any Ballot not cast in accordance with the procedures approved in the Disclosure Statement Order.

The tabulation rules further provide that: (a) if multiple Ballots are received from the same Holder of a Claim with respect to the same Claim prior to the Voting Deadline, the last Ballot timely received will supersede and revoke any earlier received Ballots, and (b) if a Holder has multiple Claims within a Voting Class, (i) such Holder must vote all of his or her Claims within such Voting Class either to accept or reject the Plan and may not split his or her vote within a Voting Class, and (ii) the Debtors may, in their discretion, aggregate the Claims of any particular Holder with multiple Claims within the same Voting Class for the purpose of counting votes. Votes cast by Beneficial Holders of Class 4 Prepetition Notes Claims held through Nominees will be applied to the applicable positions held by such Nominees as of the Voting Record Date, as evidenced by the applicable securities position report(s) obtained from The Depository Trust Company. Votes submitted by a Nominee pursuant to a Master Ballot will not be counted in excess of the amount of such Claims held by such Nominee as of the Voting Record Date.

- iii.  *Holders of Contingent, Unliquidated, and Disputed Claims that are Not Subject to an Objection Filed by the Debtors*

68. Bankruptcy Rule 3003(c)(2) provides, in relevant part, that “any creditor . . . whose claim or interest is not scheduled or scheduled as disputed, contingent, or unliquidated . . . who fails to [timely file a proof of claim] shall not be treated as a creditor with respect to such claim for the purposes of voting and distribution.” Therefore, such Holders of Claims or Equity Interests will not be mailed any documents or notices.

69. For Holders of Claims in a Voting Class who have filed timely Proofs of Claim, which, in whole or in part, reflect a disputed, unliquidated, or contingent Claim, and which are not subject to a pending objection, the Debtors propose to distribute (i) a Solicitation Package that contains a Ballot pre-marked with a Claim amount of \$1.00, (ii) the Confirmation Hearing Notice, and (iii) the Notice of Limited Voting Status to Holders of Contingent, Unliquidated, or Disputed Claims for Which No Objection Has Been Filed, substantially in the form attached hereto as Exhibit 7, which notice informs such claimant that its entire Claim has been allowed temporarily for voting purposes only and not for purposes of allowance or distribution, at \$1.00.

**D. Contract/Lease Counterparties**

70. Parties to certain of the Debtors' executory contracts and unexpired leases may not have scheduled Claims, or may maintain Claims based upon filed Proofs of Claim pending the disposition of their contracts or leases by assumption or rejection. To ensure that such parties nevertheless receive notice of the Confirmation Hearing, they will receive a notice, substantially in the form of Exhibit 8 attached to the Disclosure Statement Order (the "**Contract/Lease Notice**"), that gives (i) notice of the filing of the Plan, (ii) notice that such party has been identified as a party to an Executory Contract or Unexpired Lease, (iii) instructions regarding the Confirmation Hearing and how to obtain a copy of the Solicitation Package (other than a Ballot) free of charge, and (iv) detailed directions for filing objections to confirmation of the Plan.

**E. No Transmittal Necessary**

71. The Debtors propose that Solicitation Packages, Ballots, individual solicitation materials, or other notices not be sent to creditors whose Claims are based solely on amounts scheduled by the Debtors but whose Claims already have been paid or satisfied in the full scheduled amount; provided, however, that if, and to the extent that, any such creditor would be

entitled to receive a Solicitation Package for any reason other than by virtue of the fact that its Claim had been scheduled by the Debtors, then such creditor will be sent a Solicitation Package in accordance with the procedures set forth above. The Debtors request that they not be required to send Solicitation Packages, individual solicitation materials or other notices to (i) any creditor who filed a Proof of Claim if the amount asserted in such Proof of Claim is less than or equal to the amount that has already been paid, or (ii) the Holder of a Claim that has been disallowed in full by order of the Court.

72. Because sending Solicitation Packages and other notices to outdated or otherwise improper addresses results in needless expense, the Debtors request authority not to give notice or service of any kind upon any person or entity to whom the Debtors mailed the Disclosure Statement Notice and had such notice returned by the United States Postal Service marked “undeliverable as addressed,” “moved - left no forwarding address,” “forwarding order expired,” or any similar reason, and as to whom a further reasonable search has failed to disclose an accurate alternate address.

**F. Electronic Voting**

73. In addition to accepting hard copy Ballots via first class mail, overnight courier, and hand delivery, the Debtors request authorization to accept Ballots via electronic, online transmissions, solely through a customized online balloting portal on the Debtors’ case website to be maintained by the Voting and Claims Agent. Entities entitled to vote may cast an electronic Ballot and electronically sign and submit the Ballot instantly by utilizing the online balloting portal (which allows a Holder to submit an electronic signature). Instructions for electronic, online transmission of Ballots are set forth on the forms of Ballots. The encrypted ballot data and audit trail created by such electronic submission shall become part of the record of any Ballot submitted

in this manner and the creditor's electronic signature will be deemed to be immediately legally valid and effective.

74. In consideration of the foregoing, the Solicitation Procedures and Ballots and related notices are in full compliance with the applicable provisions of the Bankruptcy Code, the Bankruptcy Rules, and all applicable non-bankruptcy laws, rules, and regulations. Consequently, the Debtors respectfully request that this Court approve the Solicitation Procedures, Ballots, and related notices.

**V. Approval of the Rights Offering Materials and the Commencement of the Rights Offering**

75. As discussed above, the Plan contemplates a Rights Offering, pursuant to which each Holder of an Allowed Prepetition Notes Claim or an Eligible General Unsecured Claim (each as defined in the Rights Offering Procedures, and, together, the "**Eligible Claims**") as of September 4, 2020 (the "**Rights Offering Record Date**") that is an "Accredited Investor," as set forth in a properly completed and duly executed AI Questionnaire delivered on or prior to September 4, 2020 (the "**AI Questionnaire Deadline**") (each such Holder, a "**Rights Offering Participant**") will be entitled to receive non-certificated rights (the "**Rights**"), which attach to such Eligible Claim, to purchase such Rights Offering Participant's pro rata share of new secured convertible notes to be issued by the Reorganized Debtors on the effective date of the Plan (the "**New Secured Convertible Notes**").

76. Accordingly, by this Motion, the Debtors request (a) approval of (i) the Rights Offering Procedures, (ii) the Form of Rights Exercise Form, and (iii) the Form of AI Questionnaire, each substantially in the forms attached as Exhibit 9 to the Disclosure Statement Order (collectively, the "**Rights Offering Materials**"), and (b) authorization to commence the Rights Offering. The aggregate principal amount of the Rights Offering will be \$43.3 million, and the

Rights Offering will be fully backstopped by the Backstop Parties pursuant to a Backstop Purchase Agreement (each, as defined in the Rights Offering Procedures).<sup>8</sup>

77. To validly exercise its Rights to purchase New Secured Convertible Notes, each Rights Offering Participant must satisfy each of the Rights Offering Conditions (as defined in the Rights Offering Procedures). Any Rights Offering Participant that has timely satisfied each of the Rights Offering Conditions shall be deemed to have made a binding, irrevocable election to exercise its Rights to the extent set forth in the Rights Exercise Form delivered by such Rights Offering Participant; *provided, however*, that (a) a Rights Offering Participant's right to participate in the Rights Offering shall remain subject to its compliance with the Additional Conditions (as defined in the Rights Offering Procedures), and (b) the right of a Rights Offering Participant that holds an Eligible General Unsecured Claim as of the Rights Offering Record Date to participate in the Rights Offering is subject to termination as set forth in the "Rights Forfeiture Events" section of the Rights Offering Procedures.

78. The offering and issuance of the New Secured Convertible Notes shall be exempt from the registration requirements of section 5 of the Securities Act pursuant to section 4(a)(2) and/or Regulation D of the Securities Act, as set forth in the Rights Offering Materials. Following their issuance, the New Secured Convertible Notes may be resold in reliance on Rule 144 of the Securities Act or other applicable exemption.

79. The Debtors propose, within four business days of the entry of the Disclosure Statement Order or as soon as reasonably practicable thereafter, to mail (or cause to be mailed) the AI Questionnaire to each Holder of an Allowed Prepetition Notes Claim in Class 4 or an Eligible

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<sup>8</sup> The Debtors have filed substantially contemporaneously herewith a separate motion seeking approval of the Backstop Purchase Agreement.



General Unsecured Claim in Class 5 as of the Questionnaire Record Date. Such Holders will be required to return the AI Questionnaire to the subscription agent in accordance with the Rights Offering Procedures by the AI Questionnaire Deadline. The Debtors further propose to commence the Rights Offering on September 9, 2020 (the “**Rights Offering Commencement Date**”), on which date the Rights Offering Exercise Form and other Rights Offering Materials will be mailed to the Rights Offering Participants. The Rights Offering will expire at 5:00 p.m. (Prevailing Central Time) on September 29, 2020 (the “**Rights Offering Termination Date**”). The proposed duration of the Rights Offering will afford Rights Offering Participants 20 days to participate in the Rights Offering, which the Debtors submit is reasonable under the circumstances.

80. A summary of the relevant dates related to the Rights Offering is set forth below:

| Event                             | Date or Time       |
|-----------------------------------|--------------------|
| AI Questionnaire Record Date      | August 14, 2020    |
| AI Questionnaire Deadline         | September 4, 2020  |
| Rights Offering Record Date       | September 4, 2020  |
| Rights Offering Commencement Date | September 9, 2020  |
| Rights Offering Termination Date  | September 29, 2020 |

81. The Debtors submit that the Rights Offering is an integral component of the Plan because it is expected to generate the funds necessary to enable the Debtors’ reorganization. These proceeds will be used, among other things, (i) to satisfy the Allowed DIP Term Loan Facility Claims, (ii) to satisfy out-of-pocket costs and expenses incurred by the Debtors in connection with the Chapter 11 Cases, (iii) if necessary, to cash collateralize letter of credit obligations that become outstanding under the Debtors’ proposed exit facility, and (iv) for working capital and other general corporate purposes of the Reorganized Debtors after the effective date of the Plan.

82. In many chapter 11 cases in which rights offerings are conducted, the rights offering is commenced after the bankruptcy court has approved the adequacy of the information contained in the debtors' disclosure statement. Such a process is consistent with the principles underlying section 1145 of the Bankruptcy Code, i.e., that a filing with the Securities and Exchange Commission in connection with the offer and sale of a security, in compliance with applicable securities laws, should not be required in chapter 11 cases where the bankruptcy court has ruled that the contents of the offering document (the disclosure statement) contain "adequate information" as defined in section 1125(a)(1) of the Bankruptcy Code. In this case, the Debtors will seek approval to consummate the Rights Offering through the Confirmation Order, and thus the Rights Offering will not be consummated—and the New Secured Convertible Notes will not be issued—until after the Court has already approved the Disclosure Statement. This ensures that all creditors entitled to participate in the Rights Offering will have received adequate information before they make their investment.

83. Courts in this district and others have granted similar relief in approving rights offerings. See, e.g., *In re Monitronics Int'l, Inc.*, No. 19-33650 (DRJ) (Bankr. S.D. Tex. July 2, 2019) (D.I. 92) (approving 30-day rights offering period at first day hearing); *In re Vanguard Nat. Res., LLC*, No. 17-30560 (MI) (Bankr. S.D. Tex. June 2, 2017) (D.I. 856) (approving 18-day rights offering periods for Section 1145 and accredited investor rights offerings, and a 32-day rights offering period for general unsecured creditors rights offering); *In re Linn Energy, LLC*, No. 16-60040 (DRJ) (Bankr. S.D. Tex. Dec. 13, 2016) (D.I. 1348) (approving a 22-day rights offering period); *In re GulfMark Offshore, Inc.*, No. 17-11125 (KG) (Bankr. D. Del. June 15, 2017) (D.I. 151) (approving a 15-business day rights offering period); *In re Basic Energy Servs., Inc.*, No. 16-12320 (KJC) (Bankr. D. Del. Oct. 26, 2016) (D.I. 57) (approving a 33-day rights offering period

at first day hearing); *In re Offshore Grp. Inv. Ltd.*, No. 15-12422 (BLS) (Bankr. D. Del. Dec. 4, 2015) (D.I. 37) (approving a 24-day rights offering period at first day hearing); *In re Allen Sys. Grp., Inc.*, No. 15-10332 (KJC) (Bankr. D. Del. Feb. 20, 2015) (D.I. 63) (approving a 22-day rights offering period at first day hearing); *In re Satelites Mexicanos, S.A. De C.V.*, No. 11-11035 (CSS) (Bankr. D. Del. Apr. 13, 2011) (D.I. 127) (approving a 12-day rights offering period); *In re Remy Worldwide Holdings, Inc.*, No. 07-11481 (KJC) (Bankr. D. Del. Oct. 10, 2007) (D.I. 52) (approving rights offering procedures at the first day hearing). In light of the foregoing, the Debtors respectfully submit that the Court's approval of the Rights Offering Materials and the commencement of the Rights Offering is in the best interests of the Debtors' estate, creditors, and other parties in interest.

#### **VI. Approval of Cure Procedures and Form and Manner of Cure Notice**

84. Article VI of the Plan provides that, subject to certain exceptions set forth therein, upon the effective date of the Plan, the Debtors will be deemed to have assumed all executory contracts and unexpired leases (each such executory contract or unexpired lease to be assumed, a "**Contract or Lease**" and, collectively, the "**Contracts and Leases**") to which the Debtors are a party as of the Petition Date, unless such contract or lease (i) has been assumed or rejected by the Debtors by prior order of the Court, (ii) is the subject of a motion to reject filed by the Debtors that is pending on the effective date of the Plan, (iii) is identified in the Schedule of Rejected Executory Contracts and Unexpired Leases filed as part of the Plan Supplement, or (iv) is rejected by the Debtors or terminated pursuant to the terms of the Plan. To facilitate such assumption, consistent with the Plan and the requirements of the Bankruptcy Code, the Debtors propose the following procedures (the "**Assumption Procedures**"):

- i. **Notice**. The Debtors propose to mail (or cause to be mailed) the notice attached as **Exhibit 10** to the Disclosure Statement Order (the "**Cure Notice**") to all

counterparties to the Debtors' Contracts and Leases (the "**Contract Parties**") by no later than September 4, 2020.

- ii. Content of the Cure Notice. The Cure Notice will include the following information: (i) the title of the Contract or Lease to be assumed; (ii) the name of the counterparty to the Contract or Lease; (iii) any applicable cure amounts, whether arising prepetition or post-petition (the "**Cure Amount**"); and (iv) the deadline by which any such Contract Party must object to the assumption of such Contract or Lease.
- iii. Objections. Objections to the proposed Cure Amount and adequate assurance of future performance obligations to the Contract Parties must: (i) be in writing; (ii) set forth the nature of the objector's claims against or interests in the Debtors' estates and the basis for the objection and the specific grounds therefor; (iii) comply with the Bankruptcy Rules, Bankruptcy Local Rules, and orders of this Court; and (iv) be filed with the Clerk of the Court by the Confirmation Objection Deadline (or the 14th day after the date the objecting Contract Party is served with the Cure Notice, if such date is later than the Confirmation Objection Deadline).
- iv. Effects of Objecting to a Cure Notice. A properly filed objection to a Cure Notice will reserve such objecting party's rights against the Debtors with respect to the relevant objection (each such objection a "**Cure Objection**").
- v. Effects of Not Objecting to a Cure Notice. If a Contract Party does not object to: (a) the Cure Amount for its Contracts and Leases; (b) the ability of the Debtors to provide adequate assurance of future performance as required by section 365 of the Bankruptcy Code; or (c) any other matter pertaining to assumption, then the Cure Amounts owed to such Contract Party shall be paid as soon as reasonably practicable after the effective date of the assumption of such Contract or Lease, and such Contract Party shall forever be barred and estopped from objecting (i) to the proposed Cure Amount as the amount to cure all defaults to satisfy section 365 of the Bankruptcy Code and from asserting that any additional amounts are due or defaults exist; (ii) that any conditions to assumption must be satisfied under such Contract or Lease before it can be assumed; or (iii) that the Debtors have not provided adequate assurance of future performance as contemplated by section 365 of the Bankruptcy Code.

85. As set forth above in the Assumption Procedures, if a Contract Party objects to the Cure Amount for its Contract or Lease, then such Contract Party's rights would be reserved. If the Plan is approved, then Cure Objections will be resolved in accordance with the provisions of the Plan, including Article VI thereof, which provides, in part, that "[i]n the event of a dispute regarding: (a) the amount of any cure payment, (b) the ability of any Debtor or assignee to provide

‘adequate assurance of future performance’ . . . under the Executory Contract or Unexpired Lease to be assumed, or assumed and assigned or (c) any other matter pertaining to assumption or assignment, the applicable cure payments required by section 365(b)(1) of the Bankruptcy Code shall be made following the entry of a Final Order resolving the dispute and approving such assumption, or assumption and assignment.”

86. Approval of the Assumption Procedures and the Cure Notice as requested herein will allow Contract Parties sufficient time to review the Cure Notice and file any Cure Objections prior to the Confirmation Hearing. Accordingly, the Debtors respectfully request that this Court approve the Assumption Procedures, as well as the Cure Notice substantially in the form annexed as Exhibit 10 to the Disclosure Statement Order, and the proposed manner of notice thereof.

#### **NOTICE**

87. Notice of this Motion will be given to: (i) the United States Trustee for the Southern District of Texas; (ii) the parties included on the Debtors’ consolidated list of the holders of the 30 largest unsecured claims against the Debtors; (iii) Simpson, Thacher & Bartlett LLP as counsel to the agent for the Debtors’ prepetition and postpetition secured asset-based revolving credit facility; (iv) U.S. Bank National Association, as indenture trustee for the Debtors’ prepetition notes; (v) counsel to the Ad Hoc Noteholders Committee (a) Paul, Weiss, Rifkind, Wharton & Garrison LLP and (b) Porter Hedges LLP; (vi) Shipman & Goodwin LLP as counsel to the agent under the Debtors’ postpetition term loan facility; (vii) the United States Attorney’s Office for the Southern District of Texas; (viii) the Internal Revenue Service; (ix) the Securities and Exchange Commission; (x) the state attorneys general for states in which the Debtors conduct business; and (xi) all parties that have requested or that are required to receive notice pursuant to Bankruptcy

Rule 2002. In light of the nature of the relief requested, the Debtors submit that no other or further notice is required or needed under the circumstances.

88. A copy of this Motion is available on (i) the Court's website: [www.txs.uscourts.gov](http://www.txs.uscourts.gov), and (ii) the website maintained by the Debtors' proposed Voting and Claims Agent, Kurtzman Carson Consultants LLC, at [www.kccllc.net/hicrush](http://www.kccllc.net/hicrush).

*[Remainder of page intentionally left blank]*

**WHEREFORE**, the Debtors respectfully request that the Court enter the Disclosure Statement Order granting the relief requested in the Motion and such other and further relief as may be just and proper.

Signed: July 27, 2020  
Houston, Texas

Respectfully Submitted,

/s/ Timothy A. ("Tad") Davidson II  
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*Proposed Counsel for the Debtors and Debtors in Possession*

**CERTIFICATE OF SERVICE**

I certify that on July 27, 2020, a true and correct copy of the foregoing document was served by the Electronic Case Filing System for the United States Bankruptcy Court for the Southern District of Texas on those parties registered to receive electronic notices.

/s/ Timothy A. ("Tad") Davidson II

Timothy A. ("Tad") Davidson II



**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. 20-33495 (DRJ)  
: :  
Debtors. : (Jointly Administered)  
: :  
----- X

**ORDER (I) APPROVING ADEQUACY OF DISCLOSURE STATEMENT,  
(II) SCHEDULING HEARING ON CONFIRMATION OF PLAN,  
(III) ESTABLISHING DEADLINE TO OBJECT TO PLAN AND FORM OF  
NOTICE THEREOF, (IV) APPROVING (A) SOLICITATION PROCEDURES,  
(B) FORMS OF BALLOTS AND NOTICES OF NON-VOTING AND LIMITED  
VOTING STATUS, AND (C) RIGHTS OFFERING MATERIALS, (V) APPROVING  
PROCEDURES FOR ASSUMPTION OF CONTRACTS AND LEASES AND  
FORM AND MANNER OF CURE NOTICE, AND (VI) GRANTING RELATED RELIEF**

[Relates to Motion at Docket No. \_\_\_\_ ]

Upon the motion (the “**Motion**”)<sup>2</sup> of the Debtors for entry of an Order:

- i. 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**”);
- ii. scheduling a hearing (the “**Confirmation Hearing**”) on September 23, 2020, or as soon thereafter as the Court’s calendar allows, 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 July 27, 2020 (as may be amended, modified or supplemented from time to time, the “**Plan**”);

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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.

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

- iii. establishing September 18, 2020, at 5:00 p.m. (Prevailing Central Time), as the deadline to file objections to confirmation of the Plan (the “**Confirmation Objection Deadline**”);
- iv. approving the notice of the Disclosure Statement Hearing and the form and manner of the notice of the Confirmation Hearing;
- v. establishing the Voting Record Date (as defined below) and approving procedures for temporary allowance of Claims that are subject to an objection filed by the Debtors and the form and manner of the notice related thereto;
- vi. approving the Solicitation Procedures with respect to the Plan and the forms of Ballots, the Notices of Non-Voting Status and Opt Out Opportunity, the Notice of Non-Voting Status: Disputed Claims, the Notice of Limited Voting Status to Holders of Contingent, Unliquidated, or Disputed Claims for Which No Objection Has Been Filed, the Contract/Lease Notice, and the Cover Letter;
- vii. approving the Rights Offering Materials and authorizing the Debtors to commence the Rights Offering;
- viii. approving the Assumption Procedures (as defined below) and the form and manner of the Cure Notice (as defined below); and
- ix. granting related relief;

and the Court having reviewed the Motion and the First Day Declaration; and the Court having jurisdiction to consider the Motion and the relief requested therein in accordance with 28 U.S.C. § 1334; and the Court having found that this is a core proceeding pursuant to 28 U.S.C. § 157(b)(2) and that this Court may enter a final order consistent with Article III of the United States Constitution; and the Court having found that venue of this proceeding and the Motion in this district is proper pursuant to 28 U.S.C. §§ 1408 and 1409; and it appearing that proper and adequate notice of the Motion has been given and that no other or further notice is necessary; and upon the record herein; and all objections, if any, to entry of this Order having been withdrawn, resolved, or overruled; and after due deliberation thereon; and the Court having determined that there is good and sufficient cause for the relief granted in the Order, it is hereby

**ORDERED THAT:**

1. The Disclosure Statement is approved as containing adequate information within the meaning of section 1125 of the Bankruptcy Code, and the Debtors are authorized to distribute the Disclosure Statement and the Solicitation Packages in order to solicit votes on, and pursue confirmation of, the Plan.

2. The Disclosure Statement Notice, as proposed in the Motion and the form of notice annexed hereto as Exhibit 1, is approved. Service of the Disclosure Statement Notice as set forth in the Motion is deemed to have been good and sufficient notice of the Disclosure Statement Hearing, the Disclosure Statement Objection Deadline, and procedures for objecting to the adequacy of the Disclosure Statement.

3. A Confirmation Hearing to consider confirmation of the Plan is hereby scheduled to be held before this Court on September 23, 2020 at 2:00 p.m. (Prevailing Central Time). The Confirmation Hearing may be continued from time to time by the Court without further notice other than adjournments announced in open court or in the filing of a notice or a hearing agenda in the Chapter 11 Cases.

4. Any objections to the Plan shall: (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; 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 5:00 p.m. Prevailing Central Time on September 18, 2020 (the “**Confirmation Objection Deadline**”) by the following parties (the “**Notice Parties**”):

- a. 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);

- b. 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);
  - c. 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);
  - d. Counsel to any statutory committee appointed in these Chapter 11 Cases; and
  - e. 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).
5. Any objections that fail to comply with the requirements set forth in this Order may, in the Court's discretion, not be considered and may be overruled.

6. The deadline to file any brief in support of confirmation of the Plan and reply to any objections shall be September 22, 2020 at 5:00 p.m. (Prevailing Central Time) (the "**Reply Deadline**").

7. The Confirmation Hearing Notice, as proposed in the Motion and the form of notice annexed hereto as Exhibit 2, shall be deemed good and sufficient notice of the Confirmation Hearing and no further notice need be given; *provided, however*, that any provision of Bankruptcy Rule 3017(d) requiring the Debtors to distribute the Disclosure Statement and the Plan to parties not entitled to vote, whether because they are unimpaired or because they are deemed to reject the Plan, or any parties in interest other than as prescribed in this Order, shall be waived; *provided further, however*, that the Disclosure Statement and Plan shall remain posted in PDF format at [www.kccllc.net/hicrush](http://www.kccllc.net/hicrush) and shall be provided in either electronic or paper form to any parties in interest upon written request to the Debtors. The Debtors shall also serve a copy of the Confirmation Hearing Notice on all known creditors, interest holders, and interested parties, except

the Debtors are not required to serve notice of any kind upon any person or entity to whom the Debtors mailed the Disclosure Statement Notice and had such notice returned by the United States Postal Service marked “undeliverable as addressed,” “moved - left no forwarding address,” “forwarding order expired,” or any similar reason, and as to whom a further reasonable search has failed to disclose an accurate alternate address

8. The Debtors, in their discretion, are authorized pursuant to Bankruptcy Rule 2002(l), to give supplemental publication notice of the Confirmation Hearing, within five (5) business days after the entry of the this Order on the docket, in *The Wall Street Journal* (national edition), the *Houston Chronicle*, and such other local newspapers, trade journals or similar publications, if any, as the Debtors deem appropriate, electronically on the Debtors’ case information website (located at [www.kccllc.net/hicrush](http://www.kccllc.net/hicrush)), and/or in any other trade or other publications the Debtors deem necessary, which publication notice shall constitute good and sufficient notice of the Confirmation Hearing and the Confirmation Objection Deadline (and related procedures) to persons who do not receive the Confirmation Hearing Notice by mail.

9. Service of the Confirmation Hearing Notice as set forth in the Motion and herein is sufficient notice of the Petition Date, the Confirmation Hearing, the Confirmation Objection Deadline, the Reply Deadline and procedures for objecting to confirmation of the Plan.

10. The dates and deadlines proposed in the Motion related to the Solicitation Procedures and the Rights Offering Procedures are hereby approved as set forth on Chart A attached hereto.

11. The Voting Record Date shall be August 14, 2020 with respect to all Claims and Equity Interests. The Debtors shall use the Voting Record Date for determining which Entities are entitled to, as applicable, receive Solicitation Packages, vote to accept or reject the Plan, and receive the Confirmation Hearing Notice and any other notices described in the Motion.

12. Any Holder of a Claim for which an objection is pending on the Voting Record Date, whether such objection relates to the entire Claim or a portion thereof, shall not be entitled to vote on the Plan and shall not be counted in determining whether the requirements of section 1126(c) of the Bankruptcy Code have been met with respect to the Plan (except to the extent and in the manner as may be set forth in the objection) unless (i) the Claim has been temporarily allowed for voting purposes pursuant to Bankruptcy Rule 3018(a) and in accordance with this Order, or (ii) on or before the Voting Deadline, the objection to such Claim has been withdrawn or resolved in favor of the creditor asserting the Claim.

13. A recipient of an objection to expunge or disallow its Claim will receive a Notice of Non-Voting Status: Disputed Claim, substantially in the form attached hereto as Exhibit 3.

14. August 30, 2020 at 5:00 p.m. (Prevailing Central Time) (the “**Rule 3018(a) Motion Deadline**”) shall be the deadline for filing and serving any motion requesting temporary allowance of a Claim for purposes of voting pursuant to Bankruptcy Rule 3018(a) (the “**Rule 3018(a) Motion(s)**”).

15. Rule 3018(a) Motions must be filed with the Court no later than the Rule 3018(a) Motion Deadline and served on the Notice Parties; provided, however, that if an objection to a Claim is filed on or after the date that is fourteen (14) days before the Rule 3018(a) Motion Deadline, then the Rule 3018(a) Motion Deadline shall be extended as to such Claim such that the holder thereof shall have at least fourteen (14) days to file a Rule 3018(a) Motion.

16. Any party timely filing and serving a Rule 3018(a) Motion shall be provided a Ballot by no later than three (3) business days after the Rule 3018(a) Motion is filed and be permitted to cast a provisional vote to accept or reject the Plan, if such party is in a Voting Class. If, and to the extent that, the Debtors and such party are unable to resolve the issues raised by the

Rule 3018(a) Motion prior to the Voting Deadline, then at the Confirmation Hearing this Court shall determine whether the provisional Ballot should be counted as a vote on the Plan.

17. Nothing in this Order shall affect or limit any party's rights to object to any Proof of Claim or Rule 3018(a) Motion.

18. The Debtors are authorized to solicit acceptances of the Plan from Holders of Prepetition Notes Claims in Class 4 and Holders of General Unsecured Claims in Class 5 of the Plan.

19. The Solicitation Procedures utilized by the Debtors for distribution of the Solicitation Packages in soliciting acceptances and rejections of the Plan (as set forth in the Motion) satisfy the requirements of the Bankruptcy Code and the Bankruptcy Rules and are approved.

20. Nominees are required to forward Solicitation Packages and notices to the Beneficial Holders of Prepetition Notes Claims in Class 4 of the Plan within five (5) business days of receiving the Solicitation Packages and related notices. To the extent the Nominees incur out-of-pocket expenses in connection with distribution of the Solicitation Packages and related notices, the Debtors are authorized, but not directed, to reimburse such entities for their reasonable and customary expenses incurred in this regard.

21. The procedures used for tabulations of votes to accept or reject the Plan as set forth in the Motion and as provided by the Ballots are approved.

22. The Notices of Non-Voting Status and Opt-Out Opportunity, substantially in the forms attached hereto as Exhibit 4, 4A, 5, 5A, 5B, and 5C are approved. The Debtors are authorized to send the Notices of Non-Voting Status and Opt-Out Opportunity and the Confirmation Hearing Notice to the applicable Non-Voting Holders in lieu of a Solicitation Package.

23. The Beneficial Owner Ballot, the Master Ballot, and the Class 5 Ballot substantially in the forms attached hereto as Exhibits 6A, 6B, and 6C, respectively, are approved.

24. The Notice of Limited Voting Status to Holders of Contingent, Unliquidated, or Disputed Claims for Which No Objection Has Been Filed, substantially in the form of Exhibit 7 attached hereto, is approved. The Debtors are authorized to distribute the Notice of Limited Voting Status to Holders of Contingent, Unliquidated, or Disputed Claims for Which No Objection Has Been Filed as set forth in the Motion.

25. The Debtors shall file the Plan Supplement with the Court on or before September 11, 2020 (the “**Plan Supplement Filing Date**”), which filing is without prejudice to the Debtors’ rights to amend or supplement the Plan Supplement.

26. The Debtors shall serve copies of the Solicitation Package (other than a Ballot), and the Plan Supplement to (i) the United States Trustee for the Southern District of Texas; (ii) the parties included on the Debtors’ consolidated list of the holders of the 30 largest unsecured claims against the Debtors; (iii) Simpson, Thacher & Bartlett LLP as counsel to the agent for the Debtors’ prepetition and postpetition secured asset-based revolving credit facility; (iv) U.S. Bank National Association, as indenture trustee for the Debtors’ prepetition notes; (v) counsel to the Ad Hoc Noteholders Committee (a) Paul, Weiss, Rifkind, Wharton & Garrison LLP, and (b) Porter Hedges LLP; (vi) Shipman & Goodwin LLP as counsel to the agent under the Debtors’ postpetition term loan facility; (vii) the United States Attorney’s Office for the Southern District of Texas; (viii) the Internal Revenue Service; (ix) the Securities and Exchange Commission; (x) the state attorneys general for states in which the Debtors conduct business; and (xi) all parties that have requested or that are required to receive notice pursuant to Bankruptcy Rule 2002.

27. The Debtors shall not be required to deliver Ballots or Solicitation Packages to counterparties to the Debtors’ executory contracts and unexpired leases who do not have scheduled



Claims or Claims based upon filed Proofs of Claim. Rather, in lieu thereof, and in accordance with Bankruptcy Rule 3017(d), the Debtors shall mail to all such counterparties, the Contract/Lease Notice, substantially in the form attached hereto as Exhibit 8, by no later than the Solicitation Mailing Date.

28. The Rights Offering Materials, substantially in the form attached hereto as Exhibit 9, reflect the Debtors' exercise of prudent business judgment and provide sufficient information to enable each Rights Offering Participant to duly participate in the Rights Offering, and are hereby approved. The Debtors are authorized to distribute the Rights Offering Materials as set forth in therein and in the Motion.

29. The Debtors are authorized to commence and conduct the Rights Offering in accordance with and as described in the Rights Offering Materials, the Backstop Purchase Agreement, the Plan, and the Disclosure Statement.

30. The Debtors are authorized to mail, or caused to be mailed, an AI Questionnaire to each holder of an Allowed Prepetition Notes Claim or an Eligible General Unsecured Claim (each, as defined in the Rights Offering Procedures) on or before the Solicitation Mailing Date. As set forth in the Right Offering Procedures, as a condition to becoming a Rights Offering Participant, each holder of an Allowed Prepetition Notes Claim or an Eligible General Unsecured Claim intending to participate in the Rights Offerings shall certify that it is an Accredited Investor by properly completing, duly executing, and timely delivering an AI Questionnaire to the subscription agent for the Rights Offering so that such AI Questionnaire is **actually received** by the subscription agent on or before the AI Questionnaire Deadline; *provided, however*, that any Backstop Party that holds an Allowed Prepetition Notes Claim as of the Rights Offering Record Date and any Backstop Party's Affiliate (as defined in the Backstop Purchase Agreement) that holds an Allowed Prepetition Notes Claim as of the Rights Offering Record Date shall not be

required to complete and deliver an AI Questionnaire and shall be deemed a Rights Offering Participant.

31. The period for Holders of Allowed Prepetition Notes Claims and Eligible General Unsecured Claims to submit their respective AI Questionnaires is a reasonable period of time for such Holders to complete and submit such AI Questionnaires, and such period is approved.

32. The subscription period for Rights Offering Participants to exercise their Rights is a reasonable period of time for the Rights Offering Participants to make an informed decision regarding whether to exercise their Rights, and such subscription period is approved.

33. Each Rights Offerings Participant (other than the Backstop Parties) intending to participate in the Rights Offerings must affirmatively make a binding election to exercise its Rights on or prior to the Rights Offering Termination Date and must otherwise timely satisfy each of the terms and conditions set forth in the Rights Offering Materials, and will be deemed to have relinquished and waived all rights to participate in the Rights Offerings to the extent such Rights Offering Participant fails to timely satisfy each of the terms and conditions set forth in the Rights Offering Materials.

34. The Rights may only be exercised by or through the Rights Offering Participant entitled to exercise such rights on the Rights Offering Record Date, as set forth in the Rights Offering Materials.

35. The distribution of the Rights in connection with the Rights Offerings, the issuance of New Secured Convertible Notes on the Effective Date to Rights Offering Participants upon exercise of such Rights, and the distribution of unsubscribed New Secured Convertible Notes to the Backstop Parties purchased by the Backstop Parties pursuant to the Backstop Purchase Agreement, each qualify for the exemption from registration under applicable U.S. securities laws to the extent provided by section 4(a)(2) of the Securities Act.

36. In consultation with counsel for the Backstop Parties, the Debtors may modify the Rights Offering Procedures or adopt any additional detailed procedures, consistent with the provisions of the Rights Offering Procedures, to effectuate the Rights Offerings and to issue the New Secured Convertible Notes.

37. In consultation with counsel for the Backstop Parties, the Debtors are authorized and empowered to execute and deliver such documents, and to take and perform all actions necessary, to implement and effectuate the Rights Offerings.

38. In connection with the assumption of any executory contract or unexpired lease by the Debtors (any such contract or lease, a “**Contract or Lease**” and, collectively, the “**Contracts and Leases**”), the following procedures (the “**Assumption Procedures**”) are authorized and approved:

- a. **Notice**. The Debtors shall mail (or cause to be mailed) the notice attached as **Exhibit 10** to this Order (the “**Cure Notice**”) to all counterparties to the Debtors’ Contracts and Leases (the “**Contract Parties**”) by no later than September 4, 2020.
- b. **Content of the Cure Notice**. The Cure Notice will include the following information: (i) the title of the Contract or Lease to be assumed; (ii) the name of the counterparty to the Contract or Lease; (iii) any applicable cure amounts, whether arising prepetition or post-petition (the “**Cure Amount**”); and (iv) the deadline by which any such Contract Party must object to the assumption of such Contract or Lease.
- c. **Objections**. Objections to the proposed Cure Amount and adequate assurance of future performance obligations to the Contract Parties must: (i) be in writing; (ii) set forth the nature of the objector’s claims against or interests in the Debtors’ estates and the basis for the objection and the specific grounds therefor; (iii) comply with the Bankruptcy Rules, Bankruptcy Local Rules, and orders of this Court; and (iv) be filed with the Clerk of the Court by the Confirmation Objection Deadline (or the 14th day after the date the objecting Contract Party is served with the Cure Notice, if such date is later than the Confirmation Objection Deadline).
- d. **Effects of Objecting to a Cure Notice**. A properly filed objection to a Cure Notice will reserve such objecting party’s rights against the Debtors with respect to the relevant objection (each such objection a “**Cure Objection**”).

- e. Effects of Not Objecting to a Cure Notice. If a Contract Party does not object to: (a) the Cure Amount for its Contracts and Leases; (b) the ability of the Debtors to provide adequate assurance of future performance as required by section 365 of the Bankruptcy Code; or (c) any other matter pertaining to assumption, then the Cure Amounts owed to such Contract Party shall be paid as soon as reasonably practicable after the effective date of the assumption of such Contract or Lease, and such Contract Party shall forever be barred and estopped from objecting (i) to the proposed Cure Amount as the amount to cure all defaults to satisfy section 365 of the Bankruptcy Code and from asserting that any additional amounts are due or defaults exist; (ii) that any conditions to assumption must be satisfied under such Contract or Lease before it can be assumed; or (iii) that the Debtors have not provided adequate assurance of future performance as contemplated by section 365 of the Bankruptcy Code.

39. If a Contract Party objects to the Cure Amount for its Contract or Lease, then such Contract Party's rights are reserved. If the Plan is approved, then Cure Objections will be resolved in accordance with the provisions of the Plan.

40. The Debtors shall cause the Voting and Claims Agent to mail a copy of the Cure Notice to the Contract Parties no later than September 4, 2020. The mailing of the Cure Notice to the Contract Parties will not (i) obligate the Debtors to assume any Contract or Lease or (ii) constitute any admission or agreement of the Debtors that such Contract or Lease is an "executory" contract or unexpired lease.

41. The cover letter to be attached to the Disclosure Statement, in substantially the form attached hereto as Exhibit 11, is approved.

42. The Debtors are authorized, in consultation with the Ad Hoc Noteholder Committee, to make non-substantive modifications and ministerial changes, which are consistent in all material respects with the Restructuring Support Agreement, to any documents in the Solicitation Package without further approval of the Court prior to the dissemination of such documents, including, without limitation, changes to correct typographical and grammatical errors and to make conforming changes to the Plan and Disclosure Statement and any other materials included in the Solicitation Package prior to their dissemination.

43. Notice of the Motion as provided therein shall be deemed good and sufficient notice of such Motion under the circumstances and the requirements of the applicable Bankruptcy Rules and the Bankruptcy Local Rules are satisfied by such notice.

44. The contents of the Motion satisfy the requirements of Bankruptcy Rules 6003(b) and 6004(a).

45. Notwithstanding Bankruptcy Rule 6004(h), to the extent applicable, this Order shall be effective and enforceable immediately upon entry hereof.

46. The Debtors are hereby authorized to take such actions and to execute such documents as may be necessary to implement the relief granted by this Order.

47. This Court retains exclusive jurisdiction with respect to all matters arising from or related to the implementation, interpretation, and enforcement of this Order.

Signed: \_\_\_\_\_, 2020  
Houston, Texas

\_\_\_\_\_  
DAVID R. JONES  
UNITED STATES BANKRUPTCY JUDGE

**Chart A****Approved Dates and Deadlines**

| <b><u>Event</u></b>                     | <b><u>Date/Deadline</u></b> |
|---|-----------------------------|
| Petition Date                           | July 12, 2020               |
| Mailing of Disclosure Statement Notice  | July 27, 2020               |
| Disclosure Statement Objection Deadline | August 13, 2020             |
| Disclosure Statement Hearing            | August 14, 2020             |
| Voting Record Date                      | August 14, 2020             |
| AI Questionnaire Record Date            | August 14, 2020             |
| Solicitation Mailing Date               | August 20, 2020             |
| Mailing of AI Questionnaire             | August 20, 2020             |
| Rule 3018(a) Motion Deadline            | August 30, 2020             |
| AI Questionnaire Deadline               | September 4, 2020           |
| Mailing of Cure Notice                  | September 4, 2020           |
| Rights Offering Record Date             | September 4, 2020           |
| Rights Offering Commencement Date       | September 9, 2020           |
| Plan Supplement Filing Deadline         | September 11, 2020          |
| Voting Deadline                         | September 18, 2020          |
| Confirmation Objection Deadline         | September 18, 2020          |
| Release Opt-Out Deadline                | September 18, 2020          |
| Reply Deadline                          | September 22, 2020          |
| Plan Confirmation Hearing               | September 23, 2020          |
| Rights Offering Termination Date        | September 29, 2020          |

**EXHIBIT 1**

**Disclosure Statement Notice**

**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 DISCLOSURE STATEMENT HEARING**

**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 July 27, 2020, the Debtors filed their (i) *Joint Plan of Reorganization for Hi-Crush Inc. and its Affiliate Debtors Under Chapter 11 of the Bankruptcy Code* [Docket No. [ ● ]] (as may be amended, modified or supplemented from time to time, the “**Plan**”), (ii) *Disclosure Statement for the Joint Plan of Reorganization for Hi-Crush Inc. and its Affiliate Debtors Under Chapter 11 of the Bankruptcy Code* [Docket No.[ ● ]] (as may be amended, modified or supplemented from time to time, the “**Disclosure Statement**”),<sup>2</sup> and (iii) *Emergency Motion for Entry of an Order (I) Approving Adequacy of Disclosure Statement, (II) Scheduling Hearing on Confirmation of Plan, (III) Establishing Deadline to Object to Plan and Form of Notice Thereof, (IV) Approving (A) Solicitation Procedures, (B) Forms of Ballots and Notices of Non-Voting and Limited Voting Status, and (C) Rights Offering Materials,*

<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.

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



(V) *Approving Procedures for Assumption of Contracts and Leases and Form and Manner of Cure Notice, and (VI) Granting Related Relief* [Docket No. [ ● ]] (the “**Disclosure Statement Motion**”).

**PLEASE TAKE FURTHER NOTICE THAT** a hearing (the “**Disclosure Statement Hearing**”) is scheduled for August 14, 2020 at 11:00 a.m. (Prevailing Central Time) to approve the adequacy of the Disclosure Statement and certain related relief. The Disclosure Statement 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.

**PLEASE TAKE FURTHER NOTICE THAT** if you would like to obtain a copy of the Disclosure Statement, the Plan or related documents, you should contact Kurtzman Carson Consultants LLC, the voting and claims agent retained by the Debtors in these Chapter 11 Cases, by: (i) calling the Debtors’ restructuring hotline at 866-554-5810 (US and Canada) or 781-575-2032 (international); (ii) visiting the Debtors’ restructuring website at: <http://www.kccllc.net/hicrush>; and/or (iii) writing to Hi-Crush Claims Processing Center, c/o Kurtzman Carson Consultants LLC, 222 N. Pacific Coast Highway, Suite 300, El Segundo, CA 90245. You may also obtain copies of any pleadings filed in these Chapter 11 Cases for a fee via PACER at: <http://www.deb.uscourts.gov> or free of charge at <http://www.kccllc.net/hicrush>.

**PLEASE TAKE FURTHER NOTICE THAT** objections, if any, to the adequacy of the Disclosure Statement or the relief sought in connection therewith 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; and (v) be filed, contemporaneously with a proof of service, with the Bankruptcy Court and served on each of the following parties (the “**Notice Parties**”) so that it is actually received by no later than 12:00 p.m. (Prevailing Central Time) on August 13, 2020 (the “**Disclosure Statement Objection Deadline**”).

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<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 Disclosure Statement 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.

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).

**PLEASE TAKE FURTHER NOTICE THAT** only those objections made in writing and timely filed and received by the Disclosure Statement Objection Deadline will be considered by the Bankruptcy Court during the Disclosure Statement Hearing. If no objections to the Disclosure Statement Motion are timely and properly filed and served in accordance with the procedures set forth herein, the Bankruptcy Court may enter an order granting the relief requested in the Disclosure Statement Motion without further notice.

Dated: [\_\_\_\_], 2020  
Houston, Texas

| <b>HUNTON ANDREWS KURTH LLP</b>   | <b>LATHAM &amp; WATKINS LLP</b>   |
|---|---|
| Timothy A. (“Tad”) Davidson II<br>Ashley L. Harper<br>600 Travis Street, Suite 4200<br>Houston, Texas 77002<br>Telephone: (713) 220-4200<br>Facsimile: (713) 220-4285 | George A. Davis<br>Keith A. Simon<br>David A. Hammerman<br>Annemarie V. Reilly<br>Hugh K. Murtagh<br>885 Third Avenue<br>New York, New York 10022<br>Telephone: (212) 906-1200<br>Facsimile: (212) 751-4864 |
| <b>Proposed Counsel for the Debtors and Debtors-in-Possession</b>   |   |

**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.**

**Exhibit 2**

**Confirmation Hearing Notice**

**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 [ ● ], 2020, the Bankruptcy Court entered an order 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. [ ● ]] and the Debtors now intend to solicit votes from the Holders of Claims in Class 4 (Prepetition Notes

<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) 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 July 27, 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 July 27, 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.   | <b><i>Prepetition Notes Claims</i></b>              | <b><i>Impaired</i></b> | <b><i>Entitled to Vote</i></b> |
| 5.   | <b><i>General Unsecured Claims</i></b>              | <b><i>Impaired</i></b> | <b><i>Entitled to Vote</i></b> |
| 6.   | Intercompany Claims                                 | Impaired               | Deemed to Accept               |
| 7.   | Old Affiliate Interests in any Parent<br>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**

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

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).

#### **SUMMARY OF THE PLAN<sup>4</sup>**

8. The following chart summarizes the treatment provided by the Plan to each class of Claims and Equity Interests:

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<sup>4</sup> The statements contained herein are summaries of the provisions contained in the Disclosure Statement and the Plan and do not purport to be precise or complete statements of all the terms and provisions of the Plan or documents



➤ Class 1 - Other Priority Claims

- a. *Classification:* Class 1 consists of the Other Priority Claims.
- b. *Treatment:* Subject to Article VIII of the Plan, on, or as soon as reasonably practicable after, the later of (i) the Initial Distribution Date if such Class 1 Claim is an Allowed Class 1 Claim as of the Effective Date or (ii) the date on which such Class 1 Claim becomes an Allowed Class 1 Claim, each Holder of an Allowed Class 1 Claim shall receive in full satisfaction, settlement, discharge and release of, and in exchange for, such Allowed Class 1 Claim, at the election of the Debtors or Reorganized Debtors, as applicable (with the consent of the Required Consenting Noteholders): (A) Cash equal to the amount of such Allowed Class 1 Claim; (B) such other less favorable treatment as to which the Debtors or Reorganized Debtors, as applicable, and the Holder of such Allowed Class 1 Claim shall have agreed upon in writing; or (C) such other treatment such that it will not be impaired pursuant to section 1124 of the Bankruptcy Code; *provided, however,* that Class 1 Claims incurred by any Debtor in the ordinary course of business may be paid in the ordinary course of business by such applicable Debtor or Reorganized Debtor in accordance with the terms and conditions of any agreements relating thereto without further notice to or order of the Bankruptcy Court.
- c. *Voting:* Class 1 is an Unimpaired Class, and the Holders of Claims in Class 1 are conclusively deemed to have accepted the Plan pursuant to section 1126(f) of the Bankruptcy Code. Therefore, the Holders of Claims in Class 1 are not entitled to vote to accept or reject the Plan. Notwithstanding the foregoing, the Holders of Claims in Class 1 will be provided a Ballot/Opt-Out Form solely for purposes of affirmatively opting out of the Third Party Release.

➤ Class 2 - Other Secured Claims

- a. *Classification:* Class 2 consists of the Other Secured Claims. Class 2 consists of separate subclasses for each Other Secured Claim.
- b. *Treatment:* Subject to Article VIII of the Plan, on, or as soon as reasonably practicable after, the later of (i) the Initial Distribution Date if such Class 2 Claim is an Allowed Class 2 Claim as of the Effective Date or (ii) the date on which such Class 2 Claim becomes an Allowed Class 2 Claim, each Holder of an Allowed Class 2 Claim shall receive in full satisfaction, settlement, discharge and release of, and in exchange for, such Allowed Class 2 Claim, at the election of the Debtors or Reorganized Debtors, as applicable (with the consent of the Required Consenting Noteholders): (A) Cash equal to the amount of such Allowed Class 2 Claim; (B) such other less favorable treatment as to which the Debtors or Reorganized Debtors, as applicable, and the Holder of such Allowed Class 2 Claim shall have agreed upon in writing; (C) the Collateral securing such Allowed Class 2 Claim; (D) such other treatment such that it will not be impaired pursuant to

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referred to therein. For a more detailed description of the Plan, please refer to the Disclosure Statement. Capitalized terms used but not otherwise defined herein have the meanings ascribed to such terms in the Plan.

section 1124 of the Bankruptcy Code; or (E) such other treatment necessary to satisfy section 1129 of the Bankruptcy Code; *provided, however*, that Class 2 Claims incurred by any Debtor in the ordinary course of business may be paid in the ordinary course of business by such applicable Debtor or Reorganized Debtor in accordance with the terms and conditions of any agreements relating thereto without further notice to or order of the Bankruptcy Court.

- c. *Voting:* Class 2 is an Unimpaired Class, and the Holders of Claims in Class 2 are conclusively deemed to have accepted the Plan pursuant to section 1126(f) of the Bankruptcy Code. Therefore, the Holders of Claims in Class 2 are not entitled to vote to accept or reject the Plan. Notwithstanding the foregoing, the Holders of Claims in Class 2 will be provided a Ballot/Opt-Out Form solely for purposes of affirmatively opting out of the Third Party Release.

➤ Class 3 - Secured Tax Claims

- a. *Classification:* Class 3 consists of the Secured Tax Claims.
- b. *Treatment:* Subject to Article VIII of the Plan, on, or as soon as reasonably practicable after, the later of (i) the Initial Distribution Date if such Class 3 Claim is an Allowed Class 3 Claim as of the Effective Date or (ii) the date on which such Class 3 Claim becomes an Allowed Class 3 Claim, each Holder of an Allowed Class 3 Claim shall receive in full satisfaction, settlement, discharge and release of, and in exchange for, such Allowed Class 3 Claim, at the election of the Debtors or Reorganized Debtors, as applicable (with the consent of the Required Consenting Noteholders): (A) Cash equal to the amount of such Allowed Class 3 Claim; (B) such other less favorable treatment as to which the Debtors or Reorganized Debtors, as applicable, and the Holder of such Allowed Class 3 Claim shall have agreed upon in writing; (C) the Collateral securing such Allowed Class 3 Claim; (D) such other treatment such that it will not be impaired pursuant to section 1124 of the Bankruptcy Code; or (E) pursuant to and in accordance with sections 1129(a)(9)(C) and 1129(a)(9)(D) of the Bankruptcy Code, Cash in an aggregate amount of such Allowed Class 3 Claim payable in regular installment payments over a period ending not more than five (5) years after the Petition Date, plus simple interest at the rate required by applicable non-bankruptcy law on any outstanding balance from the Effective Date, or such lesser rate as is agreed to in writing by a particular taxing authority and the Debtors or Reorganized Debtors, as applicable, pursuant to section 1129(a)(9)(C) of the Bankruptcy Code; *provided, however*, that Class 3 Claims incurred by any Debtor in the ordinary course of business may be paid in the ordinary course of business by such applicable Debtor or Reorganized Debtor in accordance with such applicable terms and conditions relating thereto without further notice to or order of the Bankruptcy Court. Any installment payments to be made under clause (D) or (E) above shall be made in equal quarterly Cash payments beginning on the first applicable Subsequent Distribution Date, and continuing on each Subsequent Distribution Date thereafter until payment in full of the applicable Allowed Class 3 Claim.
- c. *Voting:* Class 3 is an Unimpaired Class, and the Holders of Claims in Class 3 shall be conclusively deemed to have accepted the Plan pursuant to section 1126(f) of the Bankruptcy Code. Therefore, Holders of Claims in Class 3 are not entitled to vote to accept or reject the Plan. Notwithstanding the foregoing, the Holders of

Claims in Class 3 will be provided a Ballot/Opt-Out Form solely for purposes of affirmatively opting out of the Third Party Release.

➤ Class 4 – Prepetition Notes Claims

- a. *Classification:* Class 4 consists of Prepetition Notes Claims.
- b. *Allowance:* The Prepetition Notes Claims are Allowed in full as set forth in the DIP Orders, therein defined collectively as the “Prepetition Senior Notes Obligations”.
- c. *Treatment:* On the Effective Date, or as soon thereafter as reasonably practicable, each Holder of an Allowed Class 4 Claim shall receive, in full satisfaction, settlement, discharge and release of, and in exchange for, such Allowed Class 4 Claim its Pro Rata share of the following or such other less favorable treatment as to which the Debtors or Reorganized Debtors, as applicable, and the Holder of such Allowed Class 4 Claim shall have agreed upon in writing:
  - (1) The Subscription Rights (which shall be attached to each Allowed Prepetition Notes Claim and transferable with such Allowed Prepetition Notes Claim as set forth in the Rights Offering Procedures, but such Subscription Rights may only be exercised to the extent such Holder is an Accredited Investor) in accordance with the Disclosure Statement Order and the Rights Offering Procedures. Each Holder of an Allowed Prepetition Notes Claim that will receive the Subscription Rights shall receive its Pro Rata share of the Subscription Rights, as shared with the aggregate amount of (A) all Eligible General Unsecured Claims as of the Rights Offering Record Date held by each Person or Entity that has certified that it is an Accredited Investor (as demonstrated by an AI Questionnaire that has been properly completed, duly executed, and timely delivered by such Holder to the subscription agent for the Rights Offering on or before the Questionnaire Deadline in accordance with the Rights Offering Procedures) plus (B) all Allowed Prepetition Notes Claims as of the Rights Offering Record Date held by each Person or Entity that has certified that it is an Accredited Investor (as demonstrated by an AI Questionnaire that has been properly completed, duly executed, and timely delivered by such Holder to the subscription agent for the Rights Offering on or before the Questionnaire Deadline in accordance with the Rights Offering Procedures).
  - (2) 100% of the New Equity Interests Pool, shared Pro Rata with the Holders of Allowed General Unsecured Claims (subject to dilution by (A) the New Equity Interests issued upon conversion of the New Secured Convertible Notes and (B) the New Management Incentive Plan Equity). For the avoidance of doubt, the New Equity Interests in the New Equity Interests Pool shall be distributed on a Pro Rata basis to (A) Holders of Allowed Prepetition Notes Claims and (B) Holders of Allowed General Unsecured Claims, in accordance with the terms of the Plan.
- d. *Voting:* Class 4 is Impaired, and Holders of Claims in Class 4 are entitled to vote to accept or reject this Plan.

- Class 5 – General Unsecured Claims
- a. *Classification:* Class 5 consists of General Unsecured Claims.
- b. *Treatment:* Subject to Article VIII of the Plan, on the Effective Date, or as soon thereafter as reasonably practicable, each Holder of an Allowed Class 5 Claim shall receive, in full satisfaction, settlement, discharge and release of, and in exchange for, such Allowed Class 5 Claim its Pro Rata share of the following or such other less favorable treatment as to which the Debtors or Reorganized Debtors, as applicable, and the Holder of such Allowed Class 5 Claim shall have agreed upon in writing:
- (1) The Subscription Rights (which shall be attached to each Allowed General Unsecured Claim and transferable with such Allowed General Unsecured Claim as set forth in the Rights Offering Procedures, but such Subscription Rights may only be exercised to the extent such Holder is an Accredited Investor) in accordance with the Disclosure Statement Order; and the Rights Offering Procedures. Each Holder of an Eligible General Unsecured Claim that will receive the Subscription Rights as a certified Accredited Investor (as demonstrated by an AI Questionnaire that has been properly completed, duly executed, and timely delivered by such Holder to the subscription agent for the Rights Offering on or before the Questionnaire Deadline, in accordance with the Rights Offering Procedures) shall receive its Pro Rata share of the Subscription Rights, as shared with the aggregate amount of (A) all Eligible General Unsecured Claims as of the Rights Offering Record Date held by each Person or Entity that has certified that it is an Accredited Investor (as demonstrated by an AI Questionnaire that has been properly completed, duly executed, and timely delivered by such Holder to the subscription agent for the Rights Offering on or before the Questionnaire Deadline in accordance with the Rights Offering Procedures) plus (B) all Allowed Prepetition Notes Claims as of the Rights Offering Record Date held by each Person or Entity that has certified that it is an Accredited Investor (as demonstrated by an AI Questionnaire that has been properly completed, duly executed, and timely delivered by such Holder to the subscription agent for the Rights Offering on or before the Questionnaire Deadline in accordance with the Rights Offering Procedures).
  - (2) 100% of the New Equity Interests Pool, shared Pro Rata with the Holders of Allowed Prepetition Notes Claims (subject to dilution by (A) the New Equity Interests issued upon conversion of the New Secured Convertible Notes and (B) the New Management Incentive Plan Equity). For the avoidance of doubt, the New Equity Interests in the New Equity Interests Pool shall be distributed on a Pro Rata basis to (A) Holders of Allowed Prepetition Notes Claims and (B) Holders of Allowed General Unsecured Claims, in accordance with the terms of this Plan.
- c. *Voting:* Class 5 is Impaired, and Holders of Claims in Class 5 are entitled to vote to accept or reject this Plan.

➤ Class 6 – Intercompany Claims

- a. *Classification:* Class 6 consists of the Intercompany Claims.
- b. *Treatment:* Subject to the Restructuring Transactions, the Intercompany Claims shall be reinstated, compromised, or cancelled, at the option of the relevant Holder of such Intercompany Claims with the consent of the Required Consenting Noteholders.
- c. *Voting:* Class 6 is an Impaired Class. However, because the Holders of such Claims are Affiliates of the Debtors, the Holders of Claims in Class 6 shall be conclusively deemed to have accepted the Plan. Therefore, Holders of Claims in Class 6 are not entitled to vote to accept or reject this Plan

➤ Class 7 - Old Affiliate Interests in any Parent Subsidiary

- a. *Classification:* Class 7 consists of the Old Affiliate Interests in any Parent Subsidiary.
- b. *Treatment:* Subject to the Restructuring Transactions, the Old Affiliate Interests shall remain effective and outstanding on the Effective Date and shall be owned and held by the same applicable Person or Entity that held and/or owned such Old Affiliate Interests immediately prior to the Effective Date.
- c. *Voting:* Class 7 is an Unimpaired Class, and the Holders of the Old Affiliate Interests in Class 7 are conclusively deemed to have accepted the Plan pursuant to section 1126(f) of the Bankruptcy Code. Therefore, the Holders of the Old Affiliate Interests in Class 7 are not entitled to vote to accept or reject the Plan.

➤ Class 8 - Old Parent Interests

- a. *Classification:* Class 8 consists of the Old Parent Interests.
- b. *Treatment:* On the Effective Date, the Old Parent Interests will be cancelled without further notice to, approval of or action by any Person or Entity, and each Holder of an Old Parent Interest shall not receive any distribution or retain any property on account of such Old Parent Interest.
- c. *Voting:* Class 8 is an Impaired Class, and the Holders of Old Parent Interests in Class 8 will be conclusively deemed to have rejected this Plan pursuant to section 1126(g) of the Bankruptcy Code. Therefore, Holders of Old Parent Interests in Class 8 will not be entitled to vote to accept or reject the Plan. Notwithstanding the foregoing, the Holders of Old Parent Interests in Class 8 will be provided a Ballot/Opt-Out Form solely for purposes of affirmatively opting out of the Third Party Release.

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

9. As set forth above, 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.

10. 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.

11. 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.**

**Article X.H – Binding Nature Of Plan**

**ON THE EFFECTIVE DATE, AND EFFECTIVE AS OF THE EFFECTIVE DATE, THE PLAN SHALL BIND, AND SHALL BE DEEMED BINDING UPON, THE DEBTORS, THE REORGANIZED DEBTORS, ANY AND ALL HOLDERS OF CLAIMS AGAINST AND EQUITY INTERESTS IN THE DEBTORS, ALL PERSONS AND ENTITIES THAT ARE PARTIES TO OR ARE SUBJECT TO THE SETTLEMENTS, COMPROMISES, RELEASES, EXCULPATIONS, DISCHARGES, AND INJUNCTIONS DESCRIBED IN THE PLAN, EACH PERSON AND ENTITY ACQUIRING PROPERTY UNDER THIS PLAN, ANY AND ALL NON-DEBTOR PARTIES TO EXECUTORY CONTRACTS AND UNEXPIRED LEASES WITH THE DEBTORS AND THE RESPECTIVE SUCCESSORS AND ASSIGNS OF EACH OF THE FOREGOING, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, AND NOTWITHSTANDING WHETHER OR NOT SUCH PERSON OR ENTITY (I) WILL RECEIVE OR RETAIN ANY PROPERTY, OR INTEREST IN PROPERTY, UNDER THE PLAN, (II) HAS FILED A PROOF OF CLAIM OR INTEREST IN THE CHAPTER 11 CASES OR (III) FAILED TO VOTE TO ACCEPT OR REJECT THE PLAN, AFFIRMATIVELY VOTED TO REJECT THIS PLAN OR IS CONCLUSIVELY PRESUMED TO REJECT THE PLAN.**

**Relevant Definitions Related to Release and Exculpation Provisions:**

“*Exculpated Parties*” means, collectively, the following:

- (a) the Debtors;
- (b) the Reorganized Debtors;
- (c) the Prepetition Credit Agreement Agent;
- (d) the Prepetition Credit Agreement Lenders;
- (e) the Prepetition Notes Indenture Trustee;
- (f) the DIP Agents;
- (g) the DIP Lenders;
- (h) the Ad Hoc Noteholder Committee and the members thereof in their capacities as such;
- (i) the Consenting Noteholders;
- (j) the Backstop Parties;
- (k) the Distribution Agents;
- (l) the Exit Facility Agent;

- (m) the Exit Facility Lenders;
- (n) the New Secured Convertible Notes Indenture Trustee;
- (o) the New Secured Convertible Noteholders;
- (p) the Releasing Old Parent Interestholders; and
- (q) with respect to each of the foregoing Persons or Entities in clauses (a) through (p), the Related Persons of each such Person or Entity, in each case solely in their capacity as such.

“*Indemnified Parties*” means each of the Debtors’ and their respective subsidiaries’ current and former directors, officers, and managers in their respective capacities as such, and solely to the extent that such Person was serving in such capacity on or any time after the Petition Date; provided, that the Designated Persons shall not be Indemnified Parties under the Plan.

“*Non-Debtor Releasing Parties*” means, collectively, the following:

- (a) the Prepetition Credit Agreement Agent;
- (b) the Prepetition Credit Agreement Lenders;
- (c) the Prepetition Notes Indenture Trustee;
- (d) the DIP Agents;
- (e) the DIP Lenders;
- (f) the Ad Hoc Noteholder Committee and the members thereof in their capacities as such;
- (g) the Releasing Prepetition Noteholders;
- (h) the Backstop Parties;
- (i) the Distribution Agents;
- (j) the Exit Facility Agent and the Exit Facility Lenders;
- (k) the New Secured Convertible Notes Indenture Trustee and the New Secured Convertible Noteholders;
- (l) those Holders of Claims deemed to accept the Plan that do not affirmatively opt out of the Third Party Release as provided on their respective Ballots/Opt-Out Forms;
- (m) those Holders of General Unsecured Claims that do not affirmatively opt out of the Third Party Release as provided on their respective Ballots/Opt-Out Forms;
- (n) all Holders of Claims that vote to accept the Plan; and
- (o) the Releasing Old Parent Interestholders.

“Released Party” means, collectively, the following:

- (a) the Debtors;
- (b) the Reorganized Debtors;
- (c) the Prepetition Credit Agreement Agent;
- (d) the Prepetition Credit Agreement Lenders;
- (e) the Prepetition Notes Indenture Trustee;
- (f) the DIP Agents;
- (g) the DIP Lenders;
- (h) the Ad Hoc Noteholder Committee and the members thereof in their capacities as such;
- (i) the Releasing Prepetition Noteholders;
- (j) the Backstop Parties;
- (k) the Distribution Agents;
- (l) the Exit Facility Agent and the Exit Facility Lenders;
- (m) the New Secured Convertible Notes Indenture Trustee and the New Secured Convertible Noteholders;
- (n) the Releasing Old Parent Interestholders; and
- (o) with respect to each of the foregoing Persons or Entities in clauses (a) through (n), the Related Persons of each such Person or Entity, in each case solely in their capacity as such; provided, that the Designated Persons shall not be Released Parties under the Plan.

**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.**

**Exhibit 3**

**Notice of Non-Voting Status: Disputed Claims**

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

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

**NOTICE OF NON-VOTING STATUS TO HOLDERS OF CLAIMS  
FOR WHICH AN OBJECTION HAS BEEN FILED BY THE DEBTORS**

**PLEASE TAKE NOTICE THAT** Hi-Crush Inc. and its affiliated debtors, as debtors and debtors in possession (collectively, the “**Debtors**”) have commenced solicitation of votes to accept the *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 “**Plan**”).<sup>2</sup> Copies of the Plan and 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**”) 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.

**PLEASE TAKE FURTHER NOTICE THAT** you are receiving this notice because you are the Holder of a Claim that has filed a Proof of Claim, which is subject, in whole or in part, to an objection filed by the Debtors. As a result, you are not entitled to vote on the Plan for any purpose and you have not been sent a Solicitation Package or Ballot. Provided that you are the Holder of a Claim in Class 4 or Class 5, if you disagree with the Debtors’ classification or status of your Claim, then you **MUST** file with the Bankruptcy Court and serve upon the parties listed below (the “**Notice Parties**”), on or before 5:00 p.m. (Prevailing Central Time) on **August 30, 2020** (the “**Rule 3018(a) Motion Deadline**”), a motion requesting temporary allowance of the full amount of your Claim solely for voting purposes in accordance with Bankruptcy Rule 3018 (such motion, the “**Rule 3018(a) Motion**”). No later than three (3) Business Days after the filing and service of such Rule 3018(a) Motion, the Voting and Claims Agent will send you a Solicitation Package, including the appropriate Ballot, and a pre-addressed, postage pre-paid envelope, which

<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.

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

you must then return according to the instructions attached thereto so that your Ballot is **actually received** by the Voting and Claims Agent on or before **September 18, 2020** (the “**Voting Deadline**”). Please be advised that the Debtors reserve all of their rights and objections regarding any and all Rule 3018(a) Motions that may be filed with the Bankruptcy Court and that the distribution of a Solicitation Package is not and shall not constitute a waiver or release of such rights and objections.

**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 Plan. 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.

**PLEASE TAKE FURTHER NOTICE THAT** the deadline for filing objections to the Plan is **September 18, 2020 at 5:00 p.m. (Prevailing Central Time)** (the “**Confirmation Objection Deadline**”). 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 of 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 no later than the Confirmation Objection Deadline and served on 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.

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);

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<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.

- 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).

**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.**

[\_\_\_\_\_], 2020  
Houston, Texas

| <b>HUNTON ANDREWS KURTH LLP</b>   | <b>LATHAM &amp; WATKINS LLP</b>   |
|---|---|
| Timothy A. (“Tad”) Davidson II<br>Ashley L. Harper<br>600 Travis Street, Suite 4200<br>Houston, Texas 77002<br>Telephone: (713) 220-4200<br>Facsimile: (713) 220-4285 | George A. Davis<br>Keith A. Simon<br>David A. Hammerman<br>Annemarie V. Reilly<br>Hugh K. Murtagh<br>885 Third Avenue<br>New York, New York 10022<br>Telephone: (212) 906-1200<br>Facsimile: (212) 751-4864 |
| [Proposed] Counsel for the Debtors and Debtors-in-Possession  |   |



**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.**

#### **Article X.H – Binding Nature Of Plan**

**ON THE EFFECTIVE DATE, AND EFFECTIVE AS OF THE EFFECTIVE DATE, THE PLAN SHALL BIND, AND SHALL BE DEEMED BINDING UPON, THE DEBTORS, THE REORGANIZED DEBTORS, ANY AND ALL HOLDERS OF CLAIMS AGAINST AND EQUITY INTERESTS IN THE DEBTORS, ALL PERSONS AND ENTITIES THAT ARE PARTIES TO OR ARE SUBJECT TO THE SETTLEMENTS, COMPROMISES, RELEASES, EXCULPATIONS, DISCHARGES, AND INJUNCTIONS DESCRIBED IN THE PLAN, EACH PERSON AND ENTITY ACQUIRING PROPERTY UNDER THIS PLAN, ANY AND ALL NON-DEBTOR PARTIES TO EXECUTORY CONTRACTS AND UNEXPIRED LEASES WITH THE DEBTORS AND THE RESPECTIVE SUCCESSORS AND ASSIGNS OF EACH OF THE FOREGOING, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, AND NOTWITHSTANDING WHETHER OR NOT SUCH PERSON OR ENTITY (I) WILL RECEIVE OR RETAIN ANY PROPERTY, OR INTEREST IN PROPERTY, UNDER THE PLAN, (II) HAS FILED A PROOF OF CLAIM OR INTEREST IN THE CHAPTER 11 CASES OR (III) FAILED TO VOTE TO ACCEPT OR REJECT THE PLAN, AFFIRMATIVELY VOTED TO REJECT THIS PLAN OR IS CONCLUSIVELY PRESUMED TO REJECT THE PLAN.**

**Relevant Definitions Related to Release and Exculpation Provisions:**

“*Exculpated Parties*” means, collectively, the following:

- (a) the Debtors;
- (b) the Reorganized Debtors;
- (c) the Prepetition Credit Agreement Agent;
- (d) the Prepetition Credit Agreement Lenders;
- (e) the Prepetition Notes Indenture Trustee;
- (f) the DIP Agents;
- (g) the DIP Lenders;
- (h) the Ad Hoc Noteholder Committee and the members thereof in their capacities as such;
- (i) the Consenting Noteholders;
- (j) the Backstop Parties;
- (k) the Distribution Agents;
- (l) the Exit Facility Agent;
- (m) the Exit Facility Lenders;
- (n) the New Secured Convertible Notes Indenture Trustee;
- (o) the New Secured Convertible Noteholders;
- (p) the Releasing Old Parent Interestholders; and
- (q) with respect to each of the foregoing Persons or Entities in clauses (a) through (p), the Related Persons of each such Person or Entity, in each case solely in their capacity as such.

“*Indemnified Parties*” means each of the Debtors’ and their respective subsidiaries’ current and former directors, officers, and managers in their respective capacities as such, and solely to the extent that such Person was serving in such capacity on or any time after the Petition Date; provided, that the Designated Persons shall not be Indemnified Parties under the Plan.

“*Non-Debtor Releasing Parties*” means, collectively, the following:

- (a) the Prepetition Credit Agreement Agent;
- (b) the Prepetition Credit Agreement Lenders;
- (c) the Prepetition Notes Indenture Trustee;

- (d) the DIP Agents;
- (e) the DIP Lenders;
- (f) the Ad Hoc Noteholder Committee and the members thereof in their capacities as such;
- (g) the Releasing Prepetition Noteholders;
- (h) the Backstop Parties;
- (i) the Distribution Agents;
- (j) the Exit Facility Agent and the Exit Facility Lenders;
- (k) the New Secured Convertible Notes Indenture Trustee and the New Secured Convertible Noteholders;
- (l) those Holders of Claims deemed to accept the Plan that do not affirmatively opt out of the Third Party Release as provided on their respective Ballots/Opt-Out Forms;
- (m) those Holders of General Unsecured Claims that do not affirmatively opt out of the Third Party Release as provided on their respective Ballots/Opt-Out Forms;
- (n) all Holders of Claims that vote to accept the Plan; and
- (o) the Releasing Old Parent Interests holders.

“Released Party” means, collectively, the following:

- (a) the Debtors;
- (b) the Reorganized Debtors;
- (c) the Prepetition Credit Agreement Agent;
- (d) the Prepetition Credit Agreement Lenders;
- (e) the Prepetition Notes Indenture Trustee;
- (f) the DIP Agents;
- (g) the DIP Lenders;
- (h) the Ad Hoc Noteholder Committee and the members thereof in their capacities as such;
- (i) the Releasing Prepetition Noteholders;
- (j) the Backstop Parties;
- (k) the Distribution Agents;
- (l) the Exit Facility Agent and the Exit Facility Lenders;

- (m) the New Secured Convertible Notes Indenture Trustee and the New Secured Convertible Noteholders;
- (n) the Releasing Old Parent Interestholders; and
- (o) with respect to each of the foregoing Persons or Entities in clauses (a) through (n), the Related Persons of each such Person or Entity, in each case solely in their capacity as such; provided, that the Designated Persons shall not be Released Parties under the Plan.

**EXHIBIT 4**

**Form of Notice of Non-Voting Status and Opt-Out Opportunity: Deemed to Accept**



**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 NON-VOTING STATUS  
AND OPT-OUT OPPORTUNITY: DEEMED TO ACCEPT**

**PLEASE TAKE NOTICE THAT** Hi-Crush Inc. and its affiliated debtors, as debtors and debtors in possession (collectively, the “**Debtors**”) have commenced solicitation of votes to accept the *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 “**Plan**”).<sup>2</sup> Copies of the Plan and 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**”) 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.

**PLEASE TAKE FURTHER NOTICE THAT** you are receiving this notice (the “**Notice of Non-Voting Status: Deemed to Accept**”) because, according to the Debtors’ books and records, you are a Holder of Claims in Class 1 (Other Priority Claims), Class 2 (Other Secured Claims), or Class 3 (Secured Tax Claims). Pursuant to the terms of the Plan, your Claim against the Debtors is Unimpaired and therefore, pursuant to section 1126(f) of title 11 of the United States Code, you are deemed to have accepted the Plan.

<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.

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

**PLEASE TAKE FURTHER NOTICE THAT** you may elect not to grant the Third Party Release contained in Article X.B.2 of the Plan, copied below. If you elect not to grant the Third Party Release contained in Article X.B.2 of the Plan, please follow the instructions on the “Opt-Out” form affixed hereto and return the form to the Voting and Claims Agent in accordance with such instructions. Election to opt out is at your option. The deadline to submit a completed form in order to “opt out” of the Third-Party Release is September 18, 2020 at 5:00 p.m. (Prevailing Central Time) (the “**Release Opt-Out Deadline**”). **PLEASE BE ADVISED THAT YOU MUST AFFIRMATIVELY OPT-OUT OF THE THIRD PARTY RELEASE AND SUBMIT THE OPT-OUT FORM WITH YOUR ELECTION TO THE VOTING AND CLAIMS AGENT PRIOR TO THE RELEASE OPT-OUT DEADLINE IF YOU WISH TO OPT-OUT OF THE THIRD PARTY RELEASE.**

**PLEASE TAKE FURTHER NOTICE THAT** the deadline for filing objections to confirmation of the Plan is September 18, 2020, at 5:00 p.m. (Prevailing Central Time) (the “**Confirmation Objection Deadline**”). 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.

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).

**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 Plan. 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.

**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,

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<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.

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.

**Article X.H – Binding Nature Of Plan**

ON THE EFFECTIVE DATE, AND EFFECTIVE AS OF THE EFFECTIVE DATE, THE PLAN SHALL BIND, AND SHALL BE DEEMED BINDING UPON, THE DEBTORS, THE REORGANIZED DEBTORS, ANY AND ALL HOLDERS OF CLAIMS AGAINST AND EQUITY INTERESTS IN THE DEBTORS, ALL PERSONS AND ENTITIES THAT ARE PARTIES TO OR ARE SUBJECT TO THE SETTLEMENTS, COMPROMISES, RELEASES, EXCULPATIONS, DISCHARGES, AND INJUNCTIONS DESCRIBED IN THE PLAN, EACH PERSON AND ENTITY ACQUIRING PROPERTY UNDER THIS PLAN, ANY AND ALL NON-DEBTOR PARTIES TO EXECUTORY CONTRACTS AND UNEXPIRED LEASES WITH THE DEBTORS AND THE RESPECTIVE SUCCESSORS AND ASSIGNS OF EACH OF THE FOREGOING, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, AND NOTWITHSTANDING WHETHER OR NOT SUCH PERSON OR ENTITY (I) WILL RECEIVE OR RETAIN ANY PROPERTY, OR INTEREST IN PROPERTY, UNDER THE PLAN, (II) HAS FILED A PROOF OF CLAIM OR INTEREST IN THE CHAPTER 11 CASES OR (III) FAILED TO VOTE TO ACCEPT OR REJECT THE PLAN, AFFIRMATIVELY VOTED TO REJECT THIS PLAN OR IS CONCLUSIVELY PRESUMED TO REJECT THE PLAN.

**Relevant Definitions Related to Release and Exculpation Provisions:**

“*Exculpated Parties*” means, collectively, the following:

- (a) the Debtors;
- (b) the Reorganized Debtors;
- (c) the Prepetition Credit Agreement Agent;
- (d) the Prepetition Credit Agreement Lenders;
- (e) the Prepetition Notes Indenture Trustee;
- (f) the DIP Agents;
- (g) the DIP Lenders;
- (h) the Ad Hoc Noteholder Committee and the members thereof in their capacities as such;
- (i) the Consenting Noteholders;
- (j) the Backstop Parties;

- (k) the Distribution Agents;
- (l) the Exit Facility Agent;
- (m) the Exit Facility Lenders;
- (n) the New Secured Convertible Notes Indenture Trustee;
- (o) the New Secured Convertible Noteholders;
- (p) the Releasing Old Parent Interestholders; and
- (q) with respect to each of the foregoing Persons or Entities in clauses (a) through (p), the Related Persons of each such Person or Entity, in each case solely in their capacity as such.

“*Indemnified Parties*” means each of the Debtors’ and their respective subsidiaries’ current and former directors, officers, and managers in their respective capacities as such, and solely to the extent that such Person was serving in such capacity on or any time after the Petition Date; provided, that the Designated Persons shall not be Indemnified Parties under the Plan.

“*Non-Debtor Releasing Parties*” means, collectively, the following:

- (a) the Prepetition Credit Agreement Agent;
- (b) the Prepetition Credit Agreement Lenders;
- (c) the Prepetition Notes Indenture Trustee;
- (d) the DIP Agents;
- (e) the DIP Lenders;
- (f) the Ad Hoc Noteholder Committee and the members thereof in their capacities as such;
- (g) the Releasing Prepetition Noteholders;
- (h) the Backstop Parties;
- (i) the Distribution Agents;
- (j) the Exit Facility Agent and the Exit Facility Lenders;
- (k) the New Secured Convertible Notes Indenture Trustee and the New Secured Convertible Noteholders;
- (l) those Holders of Claims deemed to accept the Plan that do not affirmatively opt out of the Third Party Release as provided on their respective Ballots/Opt-Out Forms;
- (m) those Holders of General Unsecured Claims that do not affirmatively opt out of the Third Party Release as provided on their respective Ballots/Opt-Out Forms;
- (n) all Holders of Claims that vote to accept the Plan; and



(o) the Releasing Old Parent Interestholders.

“Released Party” means, collectively, the following:

- (a) the Debtors;
- (b) the Reorganized Debtors;
- (c) the Prepetition Credit Agreement Agent;
- (d) the Prepetition Credit Agreement Lenders;
- (e) the Prepetition Notes Indenture Trustee;
- (f) the DIP Agents;
- (g) the DIP Lenders;
- (h) the Ad Hoc Noteholder Committee and the members thereof in their capacities as such;
- (i) the Releasing Prepetition Noteholders;
- (j) the Backstop Parties;
- (k) the Distribution Agents;
- (l) the Exit Facility Agent and the Exit Facility Lenders;
- (m) the New Secured Convertible Notes Indenture Trustee and the New Secured Convertible Noteholders;
- (n) the Releasing Old Parent Interestholders; and
- (o) with respect to each of the foregoing Persons or Entities in clauses (a) through (n), the Related Persons of each such Person or Entity, in each case solely in their capacity as such; provided, that the Designated Persons shall not be Released Parties under the Plan.

**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, CONTACT THE VOTING AND CLAIMS AGENT.**

**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.**

**Exhibit 4A**

**Opt-Out Form for Classes Deemed to Accept**

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

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

**OPT-OUT FORM FOR HOLDERS OF CLAIMS IN  
CLASS 1 – OTHER PRIORITY CLAIMS, CLASS 2 – OTHER  
SECURED CLAIMS AND CLASS 3 – SECURED TAX CLAIMS**

PLEASE READ AND FOLLOW THE ENCLOSED INSTRUCTIONS FOR COMPLETING THIS OPT-OUT FORM CAREFULLY BEFORE COMPLETING THIS OPT-OUT FORM.

**UNLESS YOU CHECK THE BOX ON THIS OPT-OUT FORM BELOW AND FOLLOW ALL INSTRUCTIONS, YOU WILL BE HELD TO FOREVER RELEASE THE RELEASED PARTIES IN ACCORDANCE WITH THE PLAN.**

**THIS OPT-OUT FORM MUST BE COMPLETED, EXECUTED, AND RETURNED SO AS TO BE ACTUALLY RECEIVED BY KURTZMAN CARSON CONSULTANTS LLC (THE “VOTING AND CLAIMS AGENT” OR “KCC”) ON OR BEFORE 5:00 P.M. PREVAILING CENTRAL TIME ON SEPTEMBER 18, 2020 (THE “RELEASE OPT-OUT DEADLINE”).**

The above-captioned debtors and debtors in possession (collectively, the “**Debtors**”) are soliciting votes with respect to the *Joint Plan of Reorganization for Hi-Crush Inc. and Its Affiliate Debtors Under Chapter 11 of the Bankruptcy Code* (as may be amended from time to time, the “**Plan**”) as set forth in the Disclosure Statement for the Plan (as may be amended from time to time, the “**Disclosure Statement**”). Capitalized terms used but not otherwise defined herein shall have the meanings set forth in the Plan.

As set forth in the Notice of Non-Voting Status and Opt-Out Opportunity: Deemed to Accept accompanying this opt-out form (the “**Opt-Out Form**”), you are receiving this Opt-Out

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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.

Form because our records indicate that you are a Holder of a Claim in either Class 1 (Other Priority Claims), Class 2 (Other Secured Claims), or Class 3 (Secured Tax Claims) as of the Voting Record Date. Pursuant to the terms of the Plan, Holders of Claims in Classes 1, 2, and 3 are Unimpaired under the Plan and, therefore, pursuant to section 1126(f) of title 11 of the United States Code, you are deemed to have accepted the Plan. Accordingly, this Opt-Out Form is being provided to Holders of Claims in Classes 1, 2 and 3 solely for the purpose of allowing such Holders to affirmatively opt out of the Third Party Release (defined herein) set forth in the Plan, if they so choose. You will be deemed to consent to the Third-Party Release set forth in Article X.B.2 of the Plan unless you clearly indicate your decision to opt-out of the Third-Party Release by checking the box in Item 1 of this Opt-Out Form.

This Opt-Out Form may not be used for any purpose other than opting out of the Third Party Release contained in the Plan. If you believe you have received this Opt-Out Form in error, or if you believe that you have received the wrong Opt-Out Form, please contact the Voting and Claims Agent immediately at the address, email address, or telephone number set forth above.

Before completing this Opt-Out Form, please read and follow the enclosed "Instructions for Completing this Opt-Out Form" carefully to ensure that you complete, execute and return this Opt-Out Form properly.

**Item 1. Optional Third-Party Release Election.**

Item 1 is to be completed **only** if you are **opting out** of the Third-Party Release contained in Article X.B.2 of the Plan.

**IMPORTANT INFORMATION REGARDING THE RELEASE OF CLAIMS BY THIRD PARTIES:**

ARTICLE X OF THE PLAN CONTAINS RELEASE, EXCULPATION AND INJUNCTION PROVISIONS, WHICH ARE SET FORTH AT THE END OF THIS FORM. YOU SHOULD REVIEW THESE PROVISIONS CAREFULLY.

**If you submit your Opt-Out Form without this box checked, then you will be deemed to CONSENT to the Third Party Release set forth in Article X.B.2 of the Plan. PLEASE BE ADVISED THAT BY NOT CHECKING THE BOX BELOW YOU ELECT TO GRANT THE THIRD PARTY RELEASE IN EACH AND EVERY CAPACITY IN WHICH YOU HOLD A CLAIM AGAINST, OR EQUITY INTEREST IN, ANY OF THE DEBTORS. YOU MUST AFFIRMATIVELY CHECK THE BOX BELOW IN ORDER TO OPT-OUT OF THE THIRD PARTY RELEASE.**

**PLEASE ALSO BE ADVISED THAT THE DEBTOR RELEASE CONTAINED IN ARTICLE X.B.1 OF THE PLAN WILL BE INCLUDED IN THE CONFIRMATION ORDER AND THAT IT IS SEPARATE FROM AND INDEPENDENT OF THE THIRD PARTY RELEASE. IF YOU OBJECT TO THE DEBTOR RELEASE, YOU MUST FILE A SEPARATE OBJECTION WITH THE BANKRUPTCY COURT IN ACCORDANCE WITH THE PROCEDURES DESCRIBED IN THE DISCLOSURE STATEMENT ORDER.**

- OPT-OUT ELECTION: The undersigned elects to opt-out of the Third Party Release contained in Article X.B.2 of the Plan.

**Item 2. Certifications.**

By signing this Opt-Out Form, the undersigned certifies to the Bankruptcy Court and the Debtors:

- a. that either: (i) the undersigned is the Holder of a Claim in Class 1 – Other Priority Claims, Class 2 – Other Secured Claims, or Class 3 – Secured Tax Claims, or (ii) the undersigned is an authorized signatory for a Holder of a Claim in Class 1 – Other Priority Claims, Class 2 – Other Secured Claims, or Class 3 – Secured Tax Claims;
- b. that the undersigned (or in the case of an authorized signatory, the Holder) has received a copy of the Notice of Non-Voting Status and Opt-Out Opportunity: Deemed to Accept, including instructions to access the Disclosure Statement, and that this Opt-Out Form is made pursuant to the terms and conditions set forth therein;
- c. that the undersigned has made the same election with respect to all Class 1 – Other Priority Claims, Class 2 – Other Secured Claims, or Class 3 – Secured Tax Claims; and
- d. that no other Opt-Out Form with respect to the Holder’s Class 1 – Other Priority Claims, Class 2 – Other Secured Claims, or Class 3 – Secured Tax Claims have been cast or, if any other Opt-Out Forms have been cast with respect to such Claims or Equity Interests in the Debtors, such Opt-Out Forms are hereby revoked.

YOUR RECEIPT OF THIS OPT-OUT FORM DOES NOT SIGNIFY THAT YOUR CLAIM OR EQUITY INTEREST HAS BEEN OR WILL BE ALLOWED.

|  |                               |
|--|-------------------------------|
| <b>Name of Holder:</b>                                       | _____                         |
|  | <b>(Print or Type)</b>        |
| <b>Social Security or Federal Tax Identification Number:</b> | _____                         |
| <b>Signature:</b>  | _____                         |
| <b>Name of Signatory:</b>                                    | _____                         |
|  | <b>(If other than Holder)</b> |
| <b>Title:</b>  | _____                         |
| <b>Address:</b>  | _____                         |
|  | _____                         |
|  | _____                         |
| <b>Date Completed:</b>                                       | _____                         |

If your address or contact information has changed, please note the new information here.

**PLEASE COMPLETE, SIGN AND DATE THIS OPT-OUT FORM AND RETURN IT PROMPTLY IN THE ENVELOPE PROVIDED TO THE ADDRESSEE SPECIFIED THEREON.**

IF THE VOTING AND CLAIMS AGENT DOES NOT ACTUALLY RECEIVE THIS OPT-OUT FORM ON OR BEFORE 5:00 P.M. PREVAILING CENTRAL TIME ON SEPTEMBER 18, 2020, THEN YOUR ELECTION TRANSMITTED HEREBY WILL NOT BE EFFECTIVE.

OPT-OUT FORMS SENT BY FACSIMILE, TELECOPY, OR ELECTRONIC MAIL WILL NOT BE ACCEPTED

**Class 1 – Other Priority Claims, Class 2 – Other Secured Claims, and Class 3 – Secured Tax Claims**

**INSTRUCTIONS FOR COMPLETING THIS FORM**

1. Capitalized terms used in the Opt-Out Form or in these instructions (the “**Opt-Out Form Instructions**”) but not otherwise defined therein or herein shall have the meaning set forth in the Plan.
2. To ensure that your election is counted, you must complete the Opt-Out Form and take the following steps: (a) clearly indicate your decision to “opt out” of the Third-Party Release set forth in the Plan in Item 1 above; (b) make sure that the information required by Item 2 above has been correctly inserted; and (c) sign, date and return an original of your Opt-Out Form in accordance with paragraph 3 directly below.
3. **Return of Opt-Out Form**: Your Form **MUST** be returned to the Voting and Claims Agent so as to be **actually received** by the Voting and Claims Agent on or before the Release Opt-Out Deadline, which is 5:00 p.m. prevailing Central Time on September 18, 2020. You must return your completed Opt-Out Form directly to the Voting and Claims Agent so that it is **actually received** by the Voting and Claims Agent on or before the Voting Deadline.
4. If an Opt-Out Form is received by the Voting and Claims Agent after the Release Opt-Out Deadline, it will not be effective, unless the Debtors have granted an extension of the Release Opt-Out Deadline in writing with respect to such Opt-Out Form. Additionally, the following Opt-Out Forms will **NOT** be counted:
  - ANY OPT-OUT FORM THAT IS ILLEGIBLE OR CONTAINS INSUFFICIENT INFORMATION TO PERMIT THE IDENTIFICATION OF THE HOLDER OF THE CLAIM OR EQUITY INTEREST;
  - ANY OPT-OUT FORM CAST BY OR ON BEHALF OF AN ENTITY THAT IS NOT ENTITLED TO OPT-OUT OF THE THIRD-PARTY RELEASE;
  - ANY OPT-OUT FORM SENT TO THE DEBTORS, THE DEBTORS’ AGENTS/REPRESENTATIVES (OTHER THAN THE VOTING AND CLAIMS AGENT), ANY INDENTURE TRUSTEE OR THE DEBTORS’ FINANCIAL OR LEGAL ADVISORS;
  - ANY OPT-OUT FORM TRANSMITTED BY FACSIMILE, TELECOPY, OR ELECTRONIC MAIL;
  - ANY UNSIGNED OPT-OUT FORM; OR
  - ANY OPT-OUT FORM NOT COMPLETED IN ACCORDANCE WITH THE PROCEDURES APPROVED IN THE DISCLOSURE STATEMENT ORDER.

5. The method of delivery of Opt-Out Forms to the Voting and Claims Agent is at the election and risk of each Holder of a Claim or Equity Interest. Except as otherwise provided herein, such delivery will be deemed made to the Voting and Claims Agent only when the Voting and Claims Agent **actually receives** the originally executed Opt-Out Form. Instead of effecting delivery by first-class mail, it is recommended, though not required, that Holders use overnight or hand delivery service. In all cases, Holders should allow sufficient time to assure timely delivery.
6. If multiple Opt-Out Forms are received from the same Holder of a Class 1 – Other Priority Claims, Class 2 – Other Secured Claims, or Class 3 – Secured Tax Claims with respect to the same Class 1, 2 or 3 Claim prior to the Release Opt-Out Deadline, the last Opt-Out Form timely received will supersede and revoke any earlier received Opt-Out Forms.
7. The Opt-Out Form is not a letter of transmittal and may not be used for any purpose other than to opt-out of the Third Party Release. Accordingly, at this time, Holders of Claims or Equity Interests should not surrender certificates or instruments representing or evidencing their Claims or Equity Interests, and neither the Debtors nor the Voting and Claims Agent will accept delivery of any such certificates or instruments surrendered together with an Opt-Out Form.
8. This Opt-Out Form does not constitute, and shall not be deemed to be, (a) a proof of Claim or (b) an assertion or admission of a Claim.
9. Please be sure to sign and date your Form. If you are signing an Opt-Out Form in your capacity as a trustee, executor, administrator, guardian, attorney in fact, officer of a corporation or otherwise acting in a fiduciary or representative capacity, you must indicate such capacity when signing and, if required or requested by the Voting and Claims Agent, the Debtors or the Bankruptcy Court, must submit proper evidence to the requesting party to so act on behalf of such Holder. In addition, please provide your name and mailing address if it is different from that set forth on the attached mailing label or if no such mailing label is attached to the Opt-Out Form.

**PLEASE RETURN YOUR OPT-OUT FORM PROMPTLY!**

**IF YOU HAVE ANY QUESTIONS REGARDING THIS OPT-OUT FORM  
OR THE INSTRUCTIONS OR PROCEDURES, PLEASE CONTACT**

**THE VOTING AND CLAIMS AGENT AT:**

**866-554-5810 (Toll Free U.S. and Canada) or 781-575-2032 (International)**

**Or via email: [HiCrushinfo@kccllc.com](mailto:HiCrushinfo@kccllc.com)**

**IF THE VOTING AND CLAIMS AGENT DOES NOT ACTUALLY RECEIVE  
THIS OPT-OUT FORM FROM YOU BEFORE THE RELEASE OPT-OUT  
DEADLINE, WHICH IS 5:00 P.M. PREVAILING CENTRAL TIME ON  
SEPTEMBER 18, 2020, THEN YOUR OPT-OUT ELECTION TRANSMITTED  
HEREBY WILL NOT BE EFFECTIVE.**



NO PERSON HAS BEEN AUTHORIZED TO GIVE ANY INFORMATION OR ADVICE, OR TO MAKE ANY REPRESENTATION, REGARDING THE DEBTORS OR THE PLAN, OTHER THAN WHAT IS CONTAINED IN THE DOCUMENTS MAILED HEREWITH.

**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.**

#### **Article X.H – Binding Nature Of Plan**

**ON THE EFFECTIVE DATE, AND EFFECTIVE AS OF THE EFFECTIVE DATE, THE PLAN SHALL BIND, AND SHALL BE DEEMED BINDING UPON, THE DEBTORS, THE REORGANIZED DEBTORS, ANY AND ALL HOLDERS OF CLAIMS AGAINST AND EQUITY INTERESTS IN THE DEBTORS, ALL PERSONS AND ENTITIES THAT ARE PARTIES TO OR ARE SUBJECT TO THE SETTLEMENTS, COMPROMISES, RELEASES, EXCULPATIONS, DISCHARGES, AND INJUNCTIONS DESCRIBED IN THE PLAN, EACH PERSON AND ENTITY ACQUIRING PROPERTY UNDER THIS PLAN, ANY AND ALL NON-DEBTOR PARTIES TO EXECUTORY CONTRACTS AND UNEXPIRED LEASES WITH THE DEBTORS AND THE RESPECTIVE SUCCESSORS AND ASSIGNS OF EACH OF THE FOREGOING, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, AND NOTWITHSTANDING WHETHER OR NOT SUCH PERSON OR ENTITY (I) WILL RECEIVE OR RETAIN ANY PROPERTY, OR INTEREST IN PROPERTY, UNDER THE PLAN, (II) HAS FILED A PROOF OF CLAIM OR INTEREST IN THE CHAPTER 11 CASES OR (III) FAILED TO VOTE TO ACCEPT OR REJECT THE PLAN, AFFIRMATIVELY VOTED TO REJECT THIS PLAN OR IS CONCLUSIVELY PRESUMED TO REJECT THE PLAN.**

**Relevant Definitions Related to Release and Exculpation Provisions:**

“*Exculpated Parties*” means, collectively, the following:

- (a) the Debtors;
- (b) the Reorganized Debtors;
- (c) the Prepetition Credit Agreement Agent;
- (d) the Prepetition Credit Agreement Lenders;
- (e) the Prepetition Notes Indenture Trustee;
- (f) the DIP Agents;
- (g) the DIP Lenders;
- (h) the Ad Hoc Noteholder Committee and the members thereof in their capacities as such;
- (i) the Consenting Noteholders;
- (j) the Backstop Parties;
- (k) the Distribution Agents;
- (l) the Exit Facility Agent;
- (m) the Exit Facility Lenders;
- (n) the New Secured Convertible Notes Indenture Trustee;
- (o) the New Secured Convertible Noteholders;
- (p) the Releasing Old Parent Interestholders; and
- (q) with respect to each of the foregoing Persons or Entities in clauses (a) through (p), the Related Persons of each such Person or Entity, in each case solely in their capacity as such.

“*Indemnified Parties*” means each of the Debtors’ and their respective subsidiaries’ current and former directors, officers, and managers in their respective capacities as such, and solely to the extent that such Person was serving in such capacity on or any time after the Petition Date; provided, that the Designated Persons shall not be Indemnified Parties under the Plan.

“*Non-Debtor Releasing Parties*” means, collectively, the following:

- (a) the Prepetition Credit Agreement Agent;
- (b) the Prepetition Credit Agreement Lenders;
- (c) the Prepetition Notes Indenture Trustee;

- (d) the DIP Agents;
- (e) the DIP Lenders;
- (f) the Ad Hoc Noteholder Committee and the members thereof in their capacities as such;
- (g) the Releasing Prepetition Noteholders;
- (h) the Backstop Parties;
- (i) the Distribution Agents;
- (j) the Exit Facility Agent and the Exit Facility Lenders;
- (k) the New Secured Convertible Notes Indenture Trustee and the New Secured Convertible Noteholders;
- (l) those Holders of Claims deemed to accept the Plan that do not affirmatively opt out of the Third Party Release as provided on their respective Ballots/Opt-Out Forms;
- (m) those Holders of General Unsecured Claims that do not affirmatively opt out of the Third Party Release as provided on their respective Ballots/Opt-Out Forms;
- (n) all Holders of Claims that vote to accept the Plan; and
- (o) the Releasing Old Parent Interests holders.

“Released Party” means, collectively, the following:

- (a) the Debtors;
- (b) the Reorganized Debtors;
- (c) the Prepetition Credit Agreement Agent;
- (d) the Prepetition Credit Agreement Lenders;
- (e) the Prepetition Notes Indenture Trustee;
- (f) the DIP Agents;
- (g) the DIP Lenders;
- (h) the Ad Hoc Noteholder Committee and the members thereof in their capacities as such;
- (i) the Releasing Prepetition Noteholders;
- (j) the Backstop Parties;
- (k) the Distribution Agents;
- (l) the Exit Facility Agent and the Exit Facility Lenders;

- (m) the New Secured Convertible Notes Indenture Trustee and the New Secured Convertible Noteholders;
- (n) the Releasing Old Parent Interestholders; and
- (o) with respect to each of the foregoing Persons or Entities in clauses (a) through (n), the Related Persons of each such Person or Entity, in each case solely in their capacity as such; provided, that the Designated Persons shall not be Released Parties under the Plan.

**EXHIBIT 5**

**Form of Notice of Non-Voting Status and Opt-Out Opportunity: Deemed to Reject**



**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 NON-VOTING STATUS  
AND OPT-OUT OPPORTUNITY: DEEMED TO REJECT**

**PLEASE TAKE NOTICE THAT** Hi-Crush Inc. and its affiliated debtors, as debtors and debtors in possession (collectively, the “**Debtors**”) have commenced solicitation of votes to accept the *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 “**Plan**”).<sup>2</sup> Copies of the Plan and 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**”) 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.

**PLEASE TAKE FURTHER NOTICE THAT** you are receiving this notice (the “**Notice of Non-Voting Status and Opt-Out Opportunity: Deemed to Reject**”) because, according to the Debtors’ books and records, you are a Holder of Equity Interests in Class 8 (Old Parent Interests). Pursuant to the terms of the Plan, Holders of Equity Interests in Class 8 are not entitled to receive or retain any recovery under the Plan and, therefore, pursuant to section 1126(g) of title 11 of the United States Code, you are deemed to have rejected the Plan.

<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.

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

**PLEASE TAKE FURTHER NOTICE THAT** you may elect not to grant the Third Party Release contained in Article X.B.2 of the Plan, copied below. If you elect not to grant the Third Party Release contained in Article X.B.2 of the Plan, please follow the instructions on the “Opt-Out” form affixed hereto and return the form to the Voting and Claims Agent in accordance with such instructions. Election to opt out is at your option. The deadline to submit a completed form in order to “opt out” of the Third-Party Release is September 18, 2020 at 5:00 p.m. (Prevailing Central Time) (the “**Release Opt-Out Deadline**”). **PLEASE BE ADVISED THAT YOU MUST AFFIRMATIVELY OPT-OUT OF THE THIRD PARTY RELEASE AND SUBMIT THE OPT-OUT FORM WITH YOUR ELECTION TO THE VOTING AND CLAIMS AGENT PRIOR TO THE RELEASE OPT-OUT DEADLINE IF YOU WISH TO OPT-OUT OF THE THIRD PARTY RELEASE.**

**PLEASE TAKE FURTHER NOTICE THAT** the deadline for filing objections to confirmation of the Plan is September 18, 2020, at 5:00 p.m. (Prevailing Central Time) (the “**Confirmation Objection Deadline**”). 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.

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).

**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 Plan. 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.

**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,

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<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.

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.

**Article X.H – Binding Nature Of Plan**

ON THE EFFECTIVE DATE, AND EFFECTIVE AS OF THE EFFECTIVE DATE, THE PLAN SHALL BIND, AND SHALL BE DEEMED BINDING UPON, THE DEBTORS, THE REORGANIZED DEBTORS, ANY AND ALL HOLDERS OF CLAIMS AGAINST AND EQUITY INTERESTS IN THE DEBTORS, ALL PERSONS AND ENTITIES THAT ARE PARTIES TO OR ARE SUBJECT TO THE SETTLEMENTS, COMPROMISES, RELEASES, EXCULPATIONS, DISCHARGES, AND INJUNCTIONS DESCRIBED IN THE PLAN, EACH PERSON AND ENTITY ACQUIRING PROPERTY UNDER THIS PLAN, ANY AND ALL NON-DEBTOR PARTIES TO EXECUTORY CONTRACTS AND UNEXPIRED LEASES WITH THE DEBTORS AND THE RESPECTIVE SUCCESSORS AND ASSIGNS OF EACH OF THE FOREGOING, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, AND NOTWITHSTANDING WHETHER OR NOT SUCH PERSON OR ENTITY (I) WILL RECEIVE OR RETAIN ANY PROPERTY, OR INTEREST IN PROPERTY, UNDER THE PLAN, (II) HAS FILED A PROOF OF CLAIM OR INTEREST IN THE CHAPTER 11 CASES OR (III) FAILED TO VOTE TO ACCEPT OR REJECT THE PLAN, AFFIRMATIVELY VOTED TO REJECT THIS PLAN OR IS CONCLUSIVELY PRESUMED TO REJECT THE PLAN.

**Relevant Definitions Related to Release and Exculpation Provisions:**

“*Exculpated Parties*” means, collectively, the following:

- (a) the Debtors;
- (b) the Reorganized Debtors;
- (c) the Prepetition Credit Agreement Agent;
- (d) the Prepetition Credit Agreement Lenders;
- (e) the Prepetition Notes Indenture Trustee;
- (f) the DIP Agents;
- (g) the DIP Lenders;
- (h) the Ad Hoc Noteholder Committee and the members thereof in their capacities as such;
- (i) the Consenting Noteholders;
- (j) the Backstop Parties;

- (k) the Distribution Agents;
- (l) the Exit Facility Agent;
- (m) the Exit Facility Lenders;
- (n) the New Secured Convertible Notes Indenture Trustee;
- (o) the New Secured Convertible Noteholders;
- (p) the Releasing Old Parent Interestholders; and
- (q) with respect to each of the foregoing Persons or Entities in clauses (a) through (p), the Related Persons of each such Person or Entity, in each case solely in their capacity as such.

“*Indemnified Parties*” means each of the Debtors’ and their respective subsidiaries’ current and former directors, officers, and managers in their respective capacities as such, and solely to the extent that such Person was serving in such capacity on or any time after the Petition Date; provided, that the Designated Persons shall not be Indemnified Parties under the Plan.

“*Non-Debtor Releasing Parties*” means, collectively, the following:

- (a) the Prepetition Credit Agreement Agent;
- (b) the Prepetition Credit Agreement Lenders;
- (c) the Prepetition Notes Indenture Trustee;
- (d) the DIP Agents;
- (e) the DIP Lenders;
- (f) the Ad Hoc Noteholder Committee and the members thereof in their capacities as such;
- (g) the Releasing Prepetition Noteholders;
- (h) the Backstop Parties;
- (i) the Distribution Agents;
- (j) the Exit Facility Agent and the Exit Facility Lenders;
- (k) the New Secured Convertible Notes Indenture Trustee and the New Secured Convertible Noteholders;
- (l) those Holders of Claims deemed to accept the Plan that do not affirmatively opt out of the Third Party Release as provided on their respective Ballots/Opt-Out Forms;
- (m) those Holders of General Unsecured Claims that do not affirmatively opt out of the Third Party Release as provided on their respective Ballots/Opt-Out Forms;
- (n) all Holders of Claims that vote to accept the Plan; and



(o) the Releasing Old Parent Interestholders.

“Released Party” means, collectively, the following:

(a) the Debtors;

(b) the Reorganized Debtors;

(c) the Prepetition Credit Agreement Agent;

(d) the Prepetition Credit Agreement Lenders;

(e) the Prepetition Notes Indenture Trustee;

(f) the DIP Agents;

(g) the DIP Lenders;

(h) the Ad Hoc Noteholder Committee and the members thereof in their capacities as such;

(i) the Releasing Prepetition Noteholders;

(j) the Backstop Parties;

(k) the Distribution Agents;

(l) the Exit Facility Agent and the Exit Facility Lenders;

(m) the New Secured Convertible Notes Indenture Trustee and the New Secured Convertible Noteholders;

(n) the Releasing Old Parent Interestholders; and

(o) with respect to each of the foregoing Persons or Entities in clauses (a) through (n), the Related Persons of each such Person or Entity, in each case solely in their capacity as such; provided, that the Designated Persons shall not be Released Parties under the Plan.

**THIS NOTICE IS BEING SENT TO YOU FOR INFORMATIONAL PURPOSES AND TO PROVIDE YOU WITH THE OPPORTUNITY TO OPT OUT OF THE THIRD-PARTY RELEASE PROVIDED IN THE PLAN. 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, CONTACT THE VOTING AND CLAIMS AGENT. PLEASE NOTE THAT THE VOTING AND CLAIMS AGENT CANNOT PROVIDE LEGAL ADVICE.**

**EXHIBIT 5A**

**Class 8 Opt-Out Form: Registered Holders**

**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. 20-33495 (DRJ)  
 :  
 Debtors. : (Jointly Administered)  
 :  
 ----- X

**REGISTERED HOLDER OPT-OUT FORM FOR  
CLASS 8 – OLD PARENT INTERESTS**

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PLEASE READ AND FOLLOW THE ENCLOSED INSTRUCTIONS FOR COMPLETING THIS OPT-OUT FORM CAREFULLY BEFORE COMPLETING THIS OPT-OUT FORM.

**UNLESS YOU CHECK THE BOX ON THIS OPT-OUT FORM BELOW AND FOLLOW ALL INSTRUCTIONS, YOU WILL BE HELD TO FOREVER RELEASE THE RELEASED PARTIES IN ACCORDANCE WITH THE PLAN.**

**THIS OPT-OUT FORM MUST BE COMPLETED, EXECUTED, AND RETURNED SO AS TO BE ACTUALLY RECEIVED BY KURTZMAN CARSON CONSULTANTS LLC (THE “VOTING AND CLAIMS AGENT” OR “KCC”) ON OR BEFORE 5:00 P.M. PREVAILING CENTRAL TIME ON SEPTEMBER 18, 2020 (THE “RELEASE OPT-OUT DEADLINE”).**

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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.

The above-captioned debtors and debtors in possession (collectively, the “**Debtors**”) are soliciting votes with respect to the *Joint Plan of Reorganization for Hi-Crush Inc. and Its Affiliate Debtors Under Chapter 11 of the Bankruptcy Code* (as may be amended from time to time, the “**Plan**”) as set forth in the Disclosure Statement for the Plan (as may be amended from time to time, the “**Disclosure Statement**”). Capitalized terms used but not otherwise defined herein shall have the meanings set forth in the Plan.

As set forth in the Notice of Non-Voting Status and Opt-Out Opportunity: Deemed to Reject accompanying this opt-out form (the “**Opt-Out Form**”), you are receiving this Opt-Out Form because our records indicate that you are a Holder of Equity Interests in Class 8 (Old Parent Interests) as of the Voting Record Date. Pursuant to the terms of the Plan, Holders of Equity Interests in Class 8 are not entitled to receive or retain any recovery under the Plan and, therefore, pursuant to section 1126(g) of title 11 of the United States Code, you are deemed to have rejected the Plan. Accordingly, this Opt-Out Form is being provided to Holders of Old Parent Interests in Class 8 solely for the purpose of allowing such Holders to affirmatively opt out of the Third Party Release (defined herein) set forth in the Plan, if they so choose. Even though you are deemed to reject the Plan, you will nevertheless be deemed to consent to the Third-Party Release set forth in Article X.B.2 of the Plan unless you clearly indicate your decision to opt-out of the Third-Party Release by checking the box in Item 1 of this Opt-Out Form.

This Opt-Out Form may not be used for any purpose other than opting out of the Third Party Release contained in the Plan. If you believe you have received this Opt-Out Form in error, or if you believe that you have received the wrong Opt-Out Form, please contact the Voting and Claims Agent immediately at the address, email address, or telephone number set forth above.

Before completing this Opt-Out Form, please read and follow the enclosed “Instructions for Completing this Opt-Out Form” carefully to ensure that you complete, execute and return this Opt-Out Form properly.

**Item 1. Optional Third-Party Release Election.**

Item 1 is to be completed **only** if you are **opting out** of the Third-Party Release contained in Article X.B.2 of the Plan.

**IMPORTANT INFORMATION REGARDING THE RELEASE OF CLAIMS BY THIRD PARTIES:**

ARTICLE X OF THE PLAN CONTAINS RELEASE, EXCULPATION AND INJUNCTION PROVISIONS, WHICH ARE SET FORTH AT THE END OF THIS FORM. YOU SHOULD REVIEW THESE PROVISIONS CAREFULLY.

**If you submit your Opt-Out Form without this box checked, then you will be deemed to CONSENT to the Third Party Release set forth in Article X.B.2 of the Plan. PLEASE BE ADVISED THAT BY NOT CHECKING THE BOX BELOW YOU ELECT TO GRANT THE THIRD PARTY RELEASE IN EACH AND EVERY CAPACITY IN WHICH YOU HOLD A CLAIM AGAINST, OR EQUITY INTEREST IN, ANY OF THE DEBTORS.**

**YOU MUST AFFIRMATIVELY CHECK THE BOX BELOW IN ORDER TO OPT-OUT OF THE THIRD PARTY RELEASE.**

**PLEASE ALSO BE ADVISED THAT THE DEBTOR RELEASE CONTAINED IN ARTICLE X.B.1 OF THE PLAN WILL BE INCLUDED IN THE CONFIRMATION ORDER AND THAT IT IS SEPARATE FROM AND INDEPENDENT OF THE THIRD PARTY RELEASE. IF YOU OBJECT TO THE DEBTOR RELEASE, YOU MUST FILE A SEPARATE OBJECTION WITH THE BANKRUPTCY COURT IN ACCORDANCE WITH THE PROCEDURES DESCRIBED IN THE DISCLOSURE STATEMENT ORDER.**

- OPT-OUT ELECTION: The undersigned elects to opt-out of the Third Party Release contained in Article X.B.2 of the Plan.

**Item 2. Certifications.**

By signing this Opt-Out Form, the undersigned certifies to the Bankruptcy Court and the Debtors:

- a. that either: (i) the undersigned is the Holder of the Class 8 – Old Parent Interests, or (ii) the undersigned is an authorized signatory for an Entity that is beneficial Holder of Class 8 – Old Parent Interests;
- b. that the undersigned (or in the case of an authorized signatory, the Holder) has received a copy of the Notice of Non-Voting Status and Opt-Out Opportunity: Deemed to Reject, including instructions to access the Disclosure Statement, and that this Opt-Out Form is made pursuant to the terms and conditions set forth therein;
- c. that the undersigned has made the same election with respect to all Class 8 – Old Parent Interests; and
- d. that no other Opt-Out Form with respect to the Beneficial Holder’s Class 8 – Old Parent Interests have been cast or, if any other Opt-Out Forms have been cast with respect to such Equity Interests in the Debtors, such Opt-Out Forms are hereby revoked.

**YOUR RECEIPT OF THIS OPT-OUT FORM DOES NOT SIGNIFY THAT YOUR CLAIM OR EQUITY INTEREST HAS BEEN OR WILL BE ALLOWED.**

|  |                               |
|--|-------------------------------|
| <b>Name of Holder:</b>                                       | _____                         |
|  | <b>(Print or Type)</b>        |
| <b>Social Security or Federal Tax Identification Number:</b> | _____                         |
| <b>Signature:</b>  | _____                         |
| <b>Name of Signatory:</b>                                    | _____                         |
|  | <b>(If other than Holder)</b> |
| <b>Title:</b>  | _____                         |
| <b>Address:</b>  | _____                         |
|  | _____                         |
|  | _____                         |
| <b>Date Completed:</b>                                       | _____                         |

If your address or contact information has changed, please note the new information here.

**PLEASE COMPLETE, SIGN AND DATE THIS OPT-OUT FORM AND RETURN IT PROMPTLY IN THE ENVELOPE PROVIDED TO THE ADDRESSEE SPECIFIED THEREON.**

IF THE VOTING AND CLAIMS AGENT DOES NOT ACTUALLY RECEIVE THIS OPT-OUT FORM ON OR BEFORE 5:00 P.M. PREVAILING CENTRAL TIME ON SEPTEMBER 18, 2020, THEN YOUR ELECTION TRANSMITTED HEREBY WILL NOT BE EFFECTIVE.

OPT-OUT FORMS SENT BY FACSIMILE, TELECOPY, OR ELECTRONIC MAIL WILL NOT BE ACCEPTED

**Class 8 – Old Parent Interests**

**INSTRUCTIONS FOR COMPLETING THIS FORM**

1. Capitalized terms used in the Opt-Out Form or in these instructions (the “**Opt-Out Form Instructions**”) but not otherwise defined therein or herein shall have the meaning set forth in the Plan.
2. To ensure that your election is counted, you must complete the Opt-Out Form and take the following steps: (a) clearly indicate your decision to “opt out” of the Third-Party Release set forth in the Plan in Item 1 above; (b) make sure that the information required by Item 2 above has been correctly inserted; and (c) sign, date and return an original of your Opt-Out Form in accordance with paragraph 3 directly below.
3. **Return of Opt-Out Form:** Your Form **MUST** be returned to the Voting and Claims Agent so as to be **actually received** by the Voting and Claims Agent on or before the Release Opt-Out Deadline, which is 5:00 p.m. prevailing Central Time on September 18, 2020. You must return your completed Opt-Out Form directly to the Voting and Claims Agent so that it is **actually received** by the Voting and Claims Agent on or before the Voting Deadline.
4. If an Opt-Out Form is received by the Voting and Claims Agent after the Release Opt-Out Deadline, it will not be effective, unless the Debtors have granted an extension of the Release Opt-Out Deadline in writing with respect to such Opt-Out Form. Additionally, the following Opt-Out Forms will NOT be counted:
  - ANY OPT-OUT FORM THAT IS ILLEGIBLE OR CONTAINS INSUFFICIENT INFORMATION TO PERMIT THE IDENTIFICATION OF THE HOLDER OF THE CLAIM OR EQUITY INTEREST;
  - ANY OPT-OUT FORM CAST BY OR ON BEHALF OF AN ENTITY THAT IS NOT ENTITLED TO OPT-OUT OF THE THIRD-PARTY RELEASE;
  - ANY OPT-OUT FORM SENT TO THE DEBTORS, THE DEBTORS’ AGENTS/REPRESENTATIVES (OTHER THAN THE VOTING AND CLAIMS AGENT), ANY INDENTURE TRUSTEE OR THE DEBTORS’ FINANCIAL OR LEGAL ADVISORS;
  - ANY OPT-OUT FORM TRANSMITTED BY FACSIMILE, TELECOPY, OR ELECTRONIC MAIL;
  - ANY UNSIGNED OPT-OUT FORM; OR
  - ANY OPT-OUT FORM NOT COMPLETED IN ACCORDANCE WITH THE PROCEDURES APPROVED IN THE DISCLOSURE STATEMENT ORDER.

5. The method of delivery of Opt-Out Forms to the Voting and Claims Agent is at the election and risk of each Holder of a Claim or Equity Interest. Except as otherwise provided herein, such delivery will be deemed made to the Voting and Claims Agent only when the Voting and Claims Agent **actually receives** the originally executed Opt-Out Form. Instead of effecting delivery by first-class mail, it is recommended, though not required, that Holders use overnight or hand delivery service. In all cases, Holders should allow sufficient time to assure timely delivery.
6. If multiple Opt-Out Forms are received from the same Holder of a Class 8 – Old Parent Interest with respect to the same Class 8 Claim prior to the Release Opt-Out Deadline, the last Opt-Out Form timely received will supersede and revoke any earlier received Opt-Out Forms.
7. The Opt-Out Form is not a letter of transmittal and may not be used for any purpose other than to opt-out of the Third Party Release. Accordingly, at this time, Holders of Claims or Equity Interests should not surrender certificates or instruments representing or evidencing their Claims, and neither the Debtors nor the Voting and Claims Agent will accept delivery of any such certificates or instruments surrendered together with an Opt-Out Form.
8. This Opt-Out Form does not constitute, and shall not be deemed to be, (a) a proof of Claim or (b) an assertion or admission of a Claim.
9. Please be sure to sign and date your Form. If you are signing an Opt-Out Form in your capacity as a trustee, executor, administrator, guardian, attorney in fact, officer of a corporation or otherwise acting in a fiduciary or representative capacity, you must indicate such capacity when signing and, if required or requested by the Voting and Claims Agent, the Debtors or the Bankruptcy Court, must submit proper evidence to the requesting party to so act on behalf of such Holder. In addition, please provide your name and mailing address if it is different from that set forth on the attached mailing label or if no such mailing label is attached to the Opt-Out Form.

**PLEASE RETURN YOUR OPT-OUT FORM PROMPTLY!**

**IF YOU HAVE ANY QUESTIONS REGARDING THIS OPT-OUT FORM  
OR THE INSTRUCTIONS OR PROCEDURES, PLEASE CONTACT**

**THE VOTING AND CLAIMS AGENT AT:**

**866-554-5810 (Toll Free U.S. and Canada) or 781-575-2032 (International)**

**Or via email: [HiCrushinfo@kccllc.com](mailto:HiCrushinfo@kccllc.com)**

**IF THE VOTING AND CLAIMS AGENT DOES NOT ACTUALLY RECEIVE  
THIS OPT-OUT FORM FROM YOU BEFORE THE RELEASE OPT-OUT  
DEADLINE, WHICH IS 5:00 P.M. PREVAILING CENTRAL TIME ON  
SEPTEMBER 18, 2020, THEN YOUR OPT-OUT ELECTION TRANSMITTED  
HEREBY WILL NOT BE EFFECTIVE.**



NO PERSON HAS BEEN AUTHORIZED TO GIVE ANY INFORMATION OR ADVICE, OR TO MAKE ANY REPRESENTATION, REGARDING THE DEBTORS OR THE PLAN, OTHER THAN WHAT IS CONTAINED IN THE DOCUMENTS MAILED HEREWITH.

**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.**

#### **Article X.H – Binding Nature Of Plan**

**ON THE EFFECTIVE DATE, AND EFFECTIVE AS OF THE EFFECTIVE DATE, THE PLAN SHALL BIND, AND SHALL BE DEEMED BINDING UPON, THE DEBTORS, THE REORGANIZED DEBTORS, ANY AND ALL HOLDERS OF CLAIMS AGAINST AND EQUITY INTERESTS IN THE DEBTORS, ALL PERSONS AND ENTITIES THAT ARE PARTIES TO OR ARE SUBJECT TO THE SETTLEMENTS, COMPROMISES, RELEASES, EXCULPATIONS, DISCHARGES, AND INJUNCTIONS DESCRIBED IN THE PLAN, EACH PERSON AND ENTITY ACQUIRING PROPERTY UNDER THIS PLAN, ANY AND ALL NON-DEBTOR PARTIES TO EXECUTORY CONTRACTS AND UNEXPIRED LEASES WITH THE DEBTORS AND THE RESPECTIVE SUCCESSORS AND ASSIGNS OF EACH OF THE FOREGOING, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, AND NOTWITHSTANDING WHETHER OR NOT SUCH PERSON OR ENTITY (I) WILL RECEIVE OR RETAIN ANY PROPERTY, OR INTEREST IN PROPERTY, UNDER THE PLAN, (II) HAS FILED A PROOF OF CLAIM OR INTEREST IN THE CHAPTER 11 CASES OR (III) FAILED TO VOTE TO ACCEPT OR REJECT THE PLAN, AFFIRMATIVELY VOTED TO REJECT THIS PLAN OR IS CONCLUSIVELY PRESUMED TO REJECT THE PLAN.**

**Relevant Definitions Related to Release and Exculpation Provisions:**

“*Exculpated Parties*” means, collectively, the following:

- (a) the Debtors;
- (b) the Reorganized Debtors;
- (c) the Prepetition Credit Agreement Agent;
- (d) the Prepetition Credit Agreement Lenders;
- (e) the Prepetition Notes Indenture Trustee;
- (f) the DIP Agents;
- (g) the DIP Lenders;
- (h) the Ad Hoc Noteholder Committee and the members thereof in their capacities as such;
- (i) the Consenting Noteholders;
- (j) the Backstop Parties;
- (k) the Distribution Agents;
- (l) the Exit Facility Agent;
- (m) the Exit Facility Lenders;
- (n) the New Secured Convertible Notes Indenture Trustee;
- (o) the New Secured Convertible Noteholders;
- (p) the Releasing Old Parent Interestholders; and
- (q) with respect to each of the foregoing Persons or Entities in clauses (a) through (p), the Related Persons of each such Person or Entity, in each case solely in their capacity as such.

“*Indemnified Parties*” means each of the Debtors’ and their respective subsidiaries’ current and former directors, officers, and managers in their respective capacities as such, and solely to the extent that such Person was serving in such capacity on or any time after the Petition Date; provided, that the Designated Persons shall not be Indemnified Parties under the Plan.

“*Non-Debtor Releasing Parties*” means, collectively, the following:

- (a) the Prepetition Credit Agreement Agent;
- (b) the Prepetition Credit Agreement Lenders;
- (c) the Prepetition Notes Indenture Trustee;

- (d) the DIP Agents;
- (e) the DIP Lenders;
- (f) the Ad Hoc Noteholder Committee and the members thereof in their capacities as such;
- (g) the Releasing Prepetition Noteholders;
- (h) the Backstop Parties;
- (i) the Distribution Agents;
- (j) the Exit Facility Agent and the Exit Facility Lenders;
- (k) the New Secured Convertible Notes Indenture Trustee and the New Secured Convertible Noteholders;
- (l) those Holders of Claims deemed to accept the Plan that do not affirmatively opt out of the Third Party Release as provided on their respective Ballots/Opt-Out Forms;
- (m) those Holders of General Unsecured Claims that do not affirmatively opt out of the Third Party Release as provided on their respective Ballots/Opt-Out Forms;
- (n) all Holders of Claims that vote to accept the Plan; and
- (o) the Releasing Old Parent Interestholders.

“Released Party” means, collectively, the following:

- (a) the Debtors;
- (b) the Reorganized Debtors;
- (c) the Prepetition Credit Agreement Agent;
- (d) the Prepetition Credit Agreement Lenders;
- (e) the Prepetition Notes Indenture Trustee;
- (f) the DIP Agents;
- (g) the DIP Lenders;
- (h) the Ad Hoc Noteholder Committee and the members thereof in their capacities as such;
- (i) the Releasing Prepetition Noteholders;
- (j) the Backstop Parties;
- (k) the Distribution Agents;
- (l) the Exit Facility Agent and the Exit Facility Lenders;

- (m) the New Secured Convertible Notes Indenture Trustee and the New Secured Convertible Noteholders;
- (n) the Releasing Old Parent Interestholders; and
- (o) with respect to each of the foregoing Persons or Entities in clauses (a) through (n), the Related Persons of each such Person or Entity, in each case solely in their capacity as such; provided, that the Designated Persons shall not be Released Parties under the Plan.

**EXHIBIT 5B**

**Class 8 Opt-Out Form: Beneficial Holders**



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

----- x  
: Chapter 11  
In re: :  
: Case No. 20-33495 (DRJ)  
HI-CRUSH INC., *et al.*,<sup>1</sup> :  
: (Jointly Administered)  
Debtors. :  
: x  
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**BENEFICIAL HOLDER OPT-OUT FORM FOR  
CLASS 8 – OLD PARENT INTERESTS**

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PLEASE READ AND FOLLOW THE ENCLOSED INSTRUCTIONS FOR COMPLETING THIS BENEFICIAL HOLDER OPT-OUT FORM CAREFULLY BEFORE COMPLETING THIS BENEFICIAL HOLDER OPT-OUT FORM.

**UNLESS YOU CHECK THE BOX ON THIS BENEFICIAL HOLDER OPT-OUT FORM BELOW AND FOLLOW ALL INSTRUCTIONS, YOU WILL BE HELD TO FOREVER RELEASE THE RELEASED PARTIES IN ACCORDANCE WITH THE PLAN.**

**THIS BENEFICIAL HOLDER OPT-OUT FORM MUST BE COMPLETED, EXECUTED AND RETURNED TO YOUR NOMINEE IN SUFFICIENT TIME TO ALLOW YOUR NOMINEE TO PROCESS YOUR INSTRUCTIONS ON A MASTER OPT-OUT FORM AND RETURN TO KURTZMAN CARSON CONSULTANTS LLC (THE “VOTING AND CLAIMS AGENT” OR “KCC”) SO THAT IS ACTUALLY RECEIVED ON OR BEFORE 5:00 P.M. PREVAILING CENTRAL TIME ON SEPTEMBER 18, 2020 (THE “RELEASE OPT-OUT DEADLINE”).**

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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.

The above-captioned debtors and debtors in possession (collectively, the “**Debtors**”) are soliciting votes with respect to the *Joint Plan of Reorganization for Hi-Crush Inc. and Its Affiliate Debtors Under Chapter 11 of the Bankruptcy Code* (as may be amended from time to time, the “**Plan**”) as set forth in the Disclosure Statement for the Plan (as may be amended from time to time, the “**Disclosure Statement**”). Capitalized terms used but not otherwise defined herein shall have the meanings set forth in the Plan.

As set forth in the Notice of Non-Voting Status and Opt-Out Opportunity: Deemed to Reject accompanying this opt-out form (the “**Beneficial Holder Opt-Out Form**”), you are receiving this Beneficial Holder Opt-Out Form because you are a Holder of Equity Interests in Class 8 (Old Parent Interests) as of the Voting Record Date. Pursuant to the terms of the Plan, Holders of Equity Interests in Class 8 are not entitled to receive or retain any recovery under the Plan and, therefore, pursuant to section 1126(g) of title 11 of the United States Code, you are deemed to have rejected the Plan. Accordingly, this Beneficial Holder Opt-Out Form is being provided to Holders of Old Parent Interests in Class 8 solely for the purpose of allowing such Holders to affirmatively opt out of the Third Party Release (defined herein) set forth in the Plan, if they so choose. Even though you are deemed to reject the Plan, you will nevertheless be deemed to consent to the Third-Party Release set forth in Article X.B.2 of the Plan unless you clearly indicate your decision to opt-out of the Third-Party Release by checking the box in Item 1 of this Beneficial Holder Opt-Out Form.

This Beneficial Holder Opt-Out Form may not be used for any purpose other than opting out of the Third Party Release contained in the Plan. If you believe you have received this Beneficial Holder Opt-Out Form in error, or if you believe that you have received the wrong Opt-Out Form, please contact the Voting and Claims Agent immediately at the address, email address, or telephone number set forth above.

Before completing this Beneficial Holder Opt-Out Form, please read and follow the enclosed “Instructions for Completing this Beneficial Holder Opt-Out Form” carefully to ensure that you complete, execute and return this Beneficial Holder Opt-Out Form properly.

**Item 1. Optional Third-Party Release Election.**

Item 1 is to be completed **only** if you are **opting out** of the Third-Party Release contained in Article X.B.2 of the Plan.

**IMPORTANT INFORMATION REGARDING THE RELEASE OF CLAIMS BY THIRD PARTIES:**

ARTICLE X OF THE PLAN CONTAINS RELEASE, EXCULPATION AND INJUNCTION PROVISIONS, WHICH ARE SET FORTH AT THE END OF THIS BENEFICIAL HOLDER OPT-OUT FORM. YOU SHOULD REVIEW THESE PROVISIONS CAREFULLY.

**If you submit this Beneficial Holder Opt-Out Form or your Nominee submits the Master Opt-Out Form on your behalf without this box checked, then you will be deemed to CONSENT to the Third Party Release set forth in Article X.B.2 of the Plan. PLEASE BE ADVISED THAT BY NOT CHECKING THE BOX BELOW YOU ELECT TO GRANT**

**THE THIRD PARTY RELEASE IN EACH AND EVERY CAPACITY IN WHICH YOU HOLD A CLAIM AGAINST, OR EQUITY INTEREST IN, ANY OF THE DEBTORS. YOU MUST AFFIRMATIVELY CHECK THE BOX BELOW IN ORDER TO OPT-OUT OF THE THIRD PARTY RELEASE.**

**PLEASE ALSO BE ADVISED THAT THE DEBTOR RELEASE CONTAINED IN ARTICLE X.B.1 OF THE PLAN WILL BE INCLUDED IN THE CONFIRMATION ORDER AND THAT IT IS SEPARATE FROM AND INDEPENDENT OF THE THIRD PARTY RELEASE. IF YOU OBJECT TO THE DEBTOR RELEASE, YOU MUST FILE A SEPARATE OBJECTION WITH THE BANKRUPTCY COURT IN ACCORDANCE WITH THE PROCEDURES DESCRIBED IN THE DISCLOSURE STATEMENT ORDER.**

- OPT-OUT ELECTION: The undersigned elects to opt-out of the Third Party Release contained in Article X.B.2 of the Plan.

**Item 2. Certifications.**

By signing this Beneficial Holder Opt-Out Form, the undersigned certifies to the Bankruptcy Court and the Debtors:

- a. that either: (i) the undersigned is the Holder of the Class 8 – Old Parent Interests, or (ii) the undersigned is an authorized signatory for an Entity that is beneficial Holder of Class 8 – Old Parent Interests;
- b. that the undersigned (or in the case of an authorized signatory, the Holder) has received a copy of the Notice of Non-Voting Status and Opt-Out Opportunity: Deemed to Reject, including instructions to access the Disclosure Statement, and that this Beneficial Holder Opt-Out Form is made pursuant to the terms and conditions set forth therein;
- c. that the undersigned has made the same election with respect to all Class 8 – Old Parent Interests; and
- d. that no other Opt-Out Form with respect to the beneficial Holder's Class 8 – Old Parent Interests have been cast or, if any other Opt-Out Forms have been cast with respect to such Claims against, or Equity Interests in, the Debtors, such Opt-Out Forms are hereby revoked.

By signing this Beneficial Holder Opt-Out Form, the undersigned authorizes and instructs its Nominee (a) to furnish the election information in a Master Opt-Out Form to be transmitted to the Voting and Claims Agent and (b) to retain this Beneficial Holder Opt-Out Form and related information in its records for at least one year after the Effective Date of the Plan.

|  |                               |
|--|-------------------------------|
| <b>Name of Holder:</b> _____                                       | <b>(Print or Type)</b>        |
| <b>Social Security or Federal Tax Identification Number:</b> _____ |                               |
| <b>Signature:</b> _____  |                               |
| <b>Name of Signatory:</b> _____                                    | <b>(If other than Holder)</b> |
| <b>Title:</b> _____  |                               |
| <b>Address:</b> _____  |                               |
| _____  |                               |
| _____  |                               |
| <b>Date Completed:</b> _____                                       |                               |

YOUR RECEIPT OF THIS OPT-OUT FORM DOES NOT SIGNIFY THAT YOUR CLAIM OR EQUITY INTEREST HAS BEEN OR WILL BE ALLOWED.

If your address or contact information has changed, please note the new information here.

**PLEASE COMPLETE, SIGN AND DATE THIS BENEFICIAL HOLDER OPT-OUT FORM AND RETURN IT TO YOUR NOMINEE IN SUFFICIENT TIME TO ALLOW YOUR NOMINEE TO PROCESS YOUR INSTRUCTIONS ON A MASTER OPT-OUT FORM AND RETURN TO THE VOTING AND CLAIMS AGENT SO THAT IT IS ACTUALLY RECEIVED ON OR PRIOR TO THE RELEASE OPT OUT DEADLINE.**

IF THE VOTING AND CLAIMS AGENT DOES NOT ACTUALLY RECEIVE A MASTER OPT-OUT FORM ON OR BEFORE 5:00 P.M. PREVAILING CENTRAL TIME ON SEPTEMBER 18, 2020, THEN YOUR ELECTION TRANSMITTED HEREBY WILL NOT BE EFFECTIVE.

BENEFICIAL HOLDER OPT-OUT FORMS SENT DIRECTLY TO THE VOTING AND CLAIMS AGENT BY FACSIMILE, TELECOPY, OR ELECTRONIC MAIL WILL NOT BE ACCEPTED

**Class 8 – Old Parent Interests**

**INSTRUCTIONS FOR COMPLETING THIS FORM**

1. Capitalized terms used in the Opt-Out Form or in these instructions (the “**Opt-Out Form Instructions**”) but not otherwise defined therein or herein shall have the meaning set forth in the Plan, a copy of which also accompanies the Opt-Out Form.
2. To ensure that your election is counted, you must complete the Opt-Out Form and take the following steps: (a) make sure that the information required by Item 1 above has been correctly inserted; (b) clearly indicate your decision opt out of the Plan if applicable; and (c) sign, date and return an original of your Opt-Out Form to your Nominee in accordance with paragraph 3 directly below.
3. **Return of Opt-Out Form**: Your Opt-Out Form **MUST** be returned to your Nominee in sufficient time to allow your Nominee to process your instructions on a Master Opt-Out Form and return to the Voting and Claims Agent so as to be **actually received** by the Voting and Claims Agent on or before the Release Opt-Out Deadline, which is 5:00 p.m. prevailing Central Time on September 18, 2020.
4. If a Master Opt-Out Form is received by the Voting and Claims Agent after the Release Opt-Out Deadline, it will not be effective, unless the Debtors have granted an extension of the Release Opt-Out Deadline in writing with respect to such Opt-Out Form. Additionally, the following Opt-Out Forms will **NOT** be counted:
  - ANY BENEFICIAL HOLDER OR MASTER OPT-OUT FORM THAT IS ILLEGIBLE OR CONTAINS INSUFFICIENT INFORMATION TO PERMIT THE IDENTIFICATION OF THE HOLDER OF THE EQUITY INTEREST;
  - ANY BENEFICIAL HOLDER OR MASTER OPT-OUT FORM CAST BY OR ON BEHALF OF AN ENTITY THAT IS NOT ENTITLED TO OPT-OUT OF THE THIRD-PARTY RELEASE;
  - ANY BENEFICIAL HOLDER OR MASTER OPT-OUT FORM SENT TO THE DEBTORS, THE DEBTORS’ AGENTS/REPRESENTATIVES (OTHER THAN THE VOTING AND CLAIMS AGENT), ANY INDENTURE TRUSTEE OR THE DEBTORS’ FINANCIAL OR LEGAL ADVISORS;
  - ANY BENEFICIAL HOLDER OPT-OUT FORM TRANSMITTED BY FACSIMILE, TELECOPY OR ELECTRONIC MAIL (UNLESS THE AFOREMENTIONED IS PRE-AUTHORIZED BY THE NOMINEE);
  - ANY UNSIGNED BENEFICIAL HOLDER OR MASTER OPT-OUT FORM;  
OR

- ANY BENEFICIAL HOLDER OR MASTER OPT-OUT FORM NOT CAST IN ACCORDANCE WITH THE PROCEDURES APPROVED IN THE DISCLOSURE STATEMENT ORDER.
5. The method of delivery of Opt-Out Forms to your Nominee is at the election and risk of each Holder of a Claim or Equity Interest. Except as otherwise provided herein, such delivery will be deemed made to the Voting and Claims Agent only when the Voting and Claims Agent **actually receives** a Master Opt-Out Form from your Nominee. Instead of effecting delivery by first-class mail, it is recommended, though not required, that your Nominee use an overnight or hand delivery service. In all cases, Beneficial Holders, or their Nominees, should allow sufficient time to assure timely delivery.
  6. If multiple Opt-Out Forms are received from the same Holder of a Class 8 – Old Parent Interest with respect to the same Class 8 Claim prior to the Release Opt-Out Deadline, the last Opt-Out Form timely received will supersede and revoke any earlier received Opt-Out Forms.
  7. The Opt-Out Form is not a letter of transmittal and may not be used for any purpose other than to opt-out of the Third Party Release. Accordingly, at this time, Holders of Equity Interests should not surrender certificates or instruments representing or evidencing their Claims or Equity Interests, and neither the Debtors nor the Voting and Claims Agent will accept delivery of any such certificates or instruments surrendered together with an Opt-Out Form.
  8. This Opt-Out Form does not constitute, and shall not be deemed to be, (a) a proof of Claim or (b) an assertion or admission of a Claim.
  9. Please be sure to sign and date your Opt-Out Form. If you are signing an Opt-Out Form in your capacity as a trustee, executor, administrator, guardian, attorney in fact, officer of a corporation or otherwise acting in a fiduciary or representative capacity, you must indicate such capacity when signing and, if required or requested by the Voting and Claims Agent, the Debtors or the Bankruptcy Court, must submit proper evidence to the requesting party to so act on behalf of such Holder. In addition, please provide your name and mailing address if it is different from that set forth on the attached mailing label or if no such mailing label is attached to the Opt-Out Form.

**PLEASE RETURN YOUR OPT-OUT FORM PROMPTLY!**

**IF YOU HAVE ANY QUESTIONS REGARDING THIS BENEFICIAL HOLDER OPT-OUT FORM OR THE INSTRUCTIONS OR PROCEDURES, PLEASE CONTACT**

**THE VOTING AND CLAIMS AGENT AT:**

**866-554-5810 (Toll Free U.S. and Canada) or 781-575-2032 (International)**

**Or via email: HiCrushinfo@kccllc.com**

**IF THE VOTING AND CLAIMS AGENT DOES NOT ACTUALLY RECEIVE A MASTER OPT-OUT FORM FROM YOUR NOMINEE BEFORE THE RELEASE OPT-OUT DEADLINE, WHICH IS 5:00 P.M. PREVAILING CENTRAL TIME ON SEPTEMBER 18, 2020, THEN YOUR ELECTION TRANSMITTED HEREBY WILL NOT BE EFFECTIVE.**

NO PERSON HAS BEEN AUTHORIZED TO GIVE ANY INFORMATION OR ADVICE, OR TO MAKE ANY REPRESENTATION, REGARDING THE DEBTORS OR THE PLAN, OTHER THAN WHAT IS CONTAINED IN THE DOCUMENTS MAILED HEREWITH.

**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.**

**Article X.H – Binding Nature Of Plan**

**ON THE EFFECTIVE DATE, AND EFFECTIVE AS OF THE EFFECTIVE DATE, THE PLAN SHALL BIND, AND SHALL BE DEEMED BINDING UPON, THE DEBTORS, THE REORGANIZED DEBTORS, ANY AND ALL HOLDERS OF CLAIMS AGAINST AND EQUITY INTERESTS IN THE DEBTORS, ALL PERSONS AND ENTITIES THAT ARE PARTIES TO OR ARE SUBJECT TO THE SETTLEMENTS, COMPROMISES, RELEASES, EXCULPATIONS, DISCHARGES, AND INJUNCTIONS DESCRIBED IN THE PLAN, EACH PERSON AND ENTITY ACQUIRING PROPERTY UNDER THIS PLAN, ANY AND ALL NON-DEBTOR PARTIES TO EXECUTORY CONTRACTS AND UNEXPIRED LEASES WITH THE DEBTORS AND THE RESPECTIVE SUCCESSORS AND ASSIGNS OF EACH OF THE FOREGOING, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, AND NOTWITHSTANDING WHETHER OR NOT SUCH PERSON OR ENTITY (I) WILL RECEIVE OR RETAIN ANY PROPERTY, OR INTEREST IN PROPERTY, UNDER THE PLAN, (II) HAS FILED A PROOF OF CLAIM OR INTEREST IN THE CHAPTER 11 CASES OR (III) FAILED TO VOTE TO ACCEPT OR REJECT THE PLAN, AFFIRMATIVELY VOTED TO REJECT THIS PLAN OR IS CONCLUSIVELY PRESUMED TO REJECT THE PLAN.**

**Relevant Definitions Related to Release and Exculpation Provisions:**

“*Exculpated Parties*” means, collectively, the following:

- (a) the Debtors;
- (b) the Reorganized Debtors;
- (c) the Prepetition Credit Agreement Agent;
- (d) the Prepetition Credit Agreement Lenders;
- (e) the Prepetition Notes Indenture Trustee;
- (f) the DIP Agents;
- (g) the DIP Lenders;
- (h) the Ad Hoc Noteholder Committee and the members thereof in their capacities as such;
- (i) the Consenting Noteholders;
- (j) the Backstop Parties;
- (k) the Distribution Agents;
- (l) the Exit Facility Agent;
- (m) the Exit Facility Lenders;

- (n) the New Secured Convertible Notes Indenture Trustee;
- (o) the New Secured Convertible Noteholders;
- (p) the Releasing Old Parent Interestholders; and
- (q) with respect to each of the foregoing Persons or Entities in clauses (a) through (p), the Related Persons of each such Person or Entity, in each case solely in their capacity as such.

“*Indemnified Parties*” means each of the Debtors’ and their respective subsidiaries’ current and former directors, officers, and managers in their respective capacities as such, and solely to the extent that such Person was serving in such capacity on or any time after the Petition Date; provided, that the Designated Persons shall not be Indemnified Parties under the Plan.

“*Non-Debtor Releasing Parties*” means, collectively, the following:

- (a) the Prepetition Credit Agreement Agent;
- (b) the Prepetition Credit Agreement Lenders;
- (c) the Prepetition Notes Indenture Trustee;
- (d) the DIP Agents;
- (e) the DIP Lenders;
- (f) the Ad Hoc Noteholder Committee and the members thereof in their capacities as such;
- (g) the Releasing Prepetition Noteholders;
- (h) the Backstop Parties;
- (i) the Distribution Agents;
- (j) the Exit Facility Agent and the Exit Facility Lenders;
- (k) the New Secured Convertible Notes Indenture Trustee and the New Secured Convertible Noteholders;
- (l) those Holders of Claims deemed to accept the Plan that do not affirmatively opt out of the Third Party Release as provided on their respective Ballots/Opt-Out Forms;
- (m) those Holders of General Unsecured Claims that do not affirmatively opt out of the Third Party Release as provided on their respective Ballots/Opt-Out Forms;
- (n) all Holders of Claims that vote to accept the Plan; and
- (o) the Releasing Old Parent Interestholders.

“Released Party” means, collectively, the following:

- (a) the Debtors;

- (b) the Reorganized Debtors;
- (c) the Prepetition Credit Agreement Agent;
- (d) the Prepetition Credit Agreement Lenders;
- (e) the Prepetition Notes Indenture Trustee;
- (f) the DIP Agents;
- (g) the DIP Lenders;
- (h) the Ad Hoc Noteholder Committee and the members thereof in their capacities as such;
- (i) the Releasing Prepetition Noteholders;
- (j) the Backstop Parties;
- (k) the Distribution Agents;
- (l) the Exit Facility Agent and the Exit Facility Lenders;
- (m) the New Secured Convertible Notes Indenture Trustee and the New Secured Convertible Noteholders;
- (n) the Releasing Old Parent Interestholders; and
- (o) with respect to each of the foregoing Persons or Entities in clauses (a) through (n), the Related Persons of each such Person or Entity, in each case solely in their capacity as such; provided, that the Designated Persons shall not be Released Parties under the Plan.

**EXHIBIT 5C**

**Class 8 Opt-Out Form: Master Form**

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

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

**MASTER OPT-OUT FORM FOR  
CLASS 8 – OLD PARENT INTERESTS**

PLEASE READ AND FOLLOW THE ENCLOSED INSTRUCTIONS FOR COMPLETING THIS MASTER OPT-OUT FORM CAREFULLY BEFORE COMPLETING THIS MASTER OPT-OUT FORM.

**THIS MASTER OPT-OUT FORM MUST BE COMPLETED, EXECUTED AND RETURNED SO AS TO BE ACTUALLY RECEIVED BY KURTZMAN CARSON CONSULTANTS LLC (THE “VOTING AND CLAIMS AGENT” OR “KCC”) ON OR BEFORE 5:00 P.M. PREVAILING CENTRAL TIME ON SEPTEMBER 18, 2020 (THE “RELEASE OPT-OUT DEADLINE”).**

The above-captioned debtors and debtors in possession (collectively, the “**Debtors**”) are soliciting votes with respect to the *Joint Plan of Reorganization for Hi-Crush Inc. and Its Affiliate Debtors Under Chapter 11 of the Bankruptcy Code* (as may be amended from time to time, the “**Plan**”) as set forth in the Disclosure Statement for the Plan (as may be amended from time to time, the “**Disclosure Statement**”). Capitalized terms used but not otherwise defined herein shall have the meanings set forth in the Plan.

As set forth in the Notice of Non-Voting Status and Opt-Out Opportunity: Deemed to Reject accompanying this opt-out form (the “**Master Opt-Out Form**”), you are receiving this Master Opt-Out Form because you are a bank, broker, or other financial institution (each, a “**Nominee**”) that holds equity securities in Hi-Crush Inc. (the “**Old Parent Interests**”) in “street

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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.



name” on behalf of a Beneficial Holder<sup>2</sup> of such Old Parent Interests as of August 14, 2020 (the “**Voting Record Date**”), or you are a Nominee’s agent.

Pursuant to the terms of the Plan, Holders of Equity Interests in Class 8 are not entitled to receive or retain any recovery under the Plan and, therefore, pursuant to section 1126(g) of title 11 of the United State Code, Beneficial Holders of Class 8 Old Parent Interests are deemed to have rejected the Plan. Beneficial Holders of Class 8 Old Parent Interests, however, have the right to, subject to the limitations set forth herein, affirmatively opt out of the third party release contained in Article X.B.2 of the Plan (the “**Third Party Release**”), if they so choose. Nominees or their agents should use this Master Opt-Out Form to convey the election of such Beneficial Holders to opt-out of the Third Party Release.

This Master Opt-Out Form may not be used for any purpose other than conveying their Beneficial Holder clients’ elections to opt out of the Third Party Release. If you believe you have received this Master Opt-Out Form in error, or if you believe that you have received the wrong Master Opt-Out Form, please contact the Voting and Claims Agent immediately at the address, email address, or telephone number set forth above. Nothing contained herein or in the enclosed documents shall render you or any other entity an agent of the Debtors or the Voting and Claims Agent or authorize you or any other entity to use any document or make any statements on behalf of any of the Debtors with respect to the Plan, except for the statement contained in the documents enclosed herewith.

You are required to distribute the Beneficial Holder Opt-Out Form contained herewith to your Beneficial Holder clients holding Equity Interests in Class 8 – Old Parent Interests as of the Voting Record Date within five (5) business days of your receipt of the Solicitation Packages in which this Master Opt-Out Form was included. With respect to the Beneficial Holder Opt-Out Forms returned to you, you must (1) execute this Master Opt-Out Form so as to reflect the Third Party Release elections set forth in such Beneficial Holder Opt-Out Forms and (2) forward this Master Opt-Out Form to the Voting and Claims Agent in accordance with the Master Opt-Out Form Instructions accompanying this Master Opt-Out Form. **Any election delivered to you by a Beneficial Holder shall not be counted unless you complete, sign, and return this Master Opt-Out Form to the Voting and Claims Agent so that it is actually received by the Release Opt-Out Deadline.**

Before completing this Master Opt-Out Form, please read and follow the enclosed “Instructions for Completing this Master Opt-Out Form” carefully to ensure that you complete, execute and return this Master Opt-Out Form properly.

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<sup>2</sup> A “**Beneficial Holder**” means an entity that beneficially owns Class 8 Old Parent Interests whose claims have not been satisfied prior to the Voting Record Date pursuant to Court order or otherwise, as reflected in the records maintained by the Nominee.

**Item 1. Certification of Authority to Make Elections.**

The undersigned certifies that as of the Voting Record Date, the undersigned:

- Is a Nominee for the Beneficial Holders in the principal number of Class 8 – Old Parent Interests listed in Item 2 below, or
- Is acting under a power of attorney or agency (a copy of which will be provided upon request) granted by a Nominee for the Beneficial Holders in the principal number of Class 8 – Old Parent Interests listed in Item 2 below, or
- Has been granted a proxy (an original of which is attached hereto) from a Nominee for the Beneficial Holders (or the Beneficial Holders itself/themselves) in the principal number of Class 8 – Old Parent Interests listed in Item 2 below;

and accordingly, has full power and authority to convey decisions to opt-out of the Third-Party Release, on behalf of the Beneficial Holders of the Class 8 – Old Parent Interests described in Item 2.

**Item 2. Optional Third-Party Release Election.**

The undersigned certifies that that the information provided below (including any information provided on additional sheets attached hereto) is a true and accurate schedule of the Beneficial Holders of Class 8 – Old Parent Interests, as identified by their respective account numbers, that made a decision to opt-out of the Third-Party Release via e-mail, telephone, internet application, facsimile, voting instruction form, or other customary means of conveying such information.

Indicate in the appropriate column below the Beneficial Holder/Account Number of each Beneficial Holder that completed and returned the Beneficial Holder Opt-Out Form and the aggregate number of Class 8 – Old Parent Interests held by such Beneficial Holder/Account Number electing to opt-out of the Third-Party Release or attach such information to this Master Opt-Out Form in the form of the following table.

Please complete the information requested below (add additional sheets if necessary):

| <b>Beneficial Holder/Account Number</b> | <b>Amount of Class 8 – Old Parent Interest Holders Electing to Opt-Out of Third-Party Release</b> |
|---|---|
| 1.                                      |   |
| 2.                                      |   |
| 3.                                      |   |
| 4.                                      |   |
| 5.                                      |   |

|              |  |
|--------------|--|
| <b>TOTAL</b> |  |
|--------------|--|

**Item 3. Additional Certifications.**

By signing this Master Opt-Out Form, the undersigned certifies to the Bankruptcy Court and the Debtors:

- a. that either: (i) the undersigned has received a completed Opt-Out Form from each Beneficial Holder of Class 8 – Old Parent Interests listed in Item 2 of this Master Opt-Out Form, or (ii) an e-mail, recorded telephone call, internet transmission, facsimile, voting instruction form, or other customary means of communication conveying a decision to opt-out of the releases from each Holder of Class 8 – Old Parent Interests;
- b. that the undersigned is a Nominee (or agent of the Nominee) of the Class 8 – Old Parent Interests; and
- c. that the undersigned has properly disclosed for each Beneficial Holder who submitted a Beneficial Holder Opt-Out Form or opt-out decisions via other customary means: (i) the respective number of the Class 8 – Old Parent Interests owned by each Beneficial Holder and (B) the customer account or other identification number for each such Beneficial Holder.

|                                      |                        |
|--------------------------------------|------------------------|
| <b>Institution:</b> _____            | <b>(Print or Type)</b> |
| <b>DTC Participant Number:</b> _____ |                        |
| <b>Signature:</b> _____              |                        |
| <b>Name of Signatory:</b> _____      |                        |
| <b>Title:</b> _____                  |                        |
| <b>Address:</b> _____                |                        |
| _____                                |                        |
| _____                                |                        |
| <b>Date Completed:</b> _____         |                        |

If your address or contact information has changed, please note the new information here.

**PLEASE COMPLETE, SIGN AND DATE THIS MASTER OPT-OUT FORM AND RETURN IT PROMPTLY VIA FIRST CLASS MAIL, OVERNIGHT COURIER, EMAIL OR HAND DELIVERY TO:**

Hi-Crush Ballot Processing  
c/o KCC  
222 N. Pacific Coast Highway, Suite 300  
El Segundo, CA 90245  
Email: HiCrushinfo@kccllc.com  
  
Telephone: 877-499-4509 (Toll Free U.S. and  
Canada)  
917-281-4800 (International)

**IF THE VOTING AND CLAIMS AGENT DOES NOT ACTUALLY RECEIVE THIS MASTER OPT-OUT FORM ON OR BEFORE 5:00 P.M. PREVAILING CENTRAL TIME ON SEPTEMBER 18, 2020, THE ELECTIONS TRANSMITTED HEREBY WILL NOT BE EFFECTIVE.**

**OPT-OUT FORMS SENT BY FACSIMILE OR TELECOPY WILL NOT BE ACCEPTED. MASTER OPT-OUT FORMS MAY BE SUBMITTED BY EMAIL TO:  
*HiCrushinfo@kccllc.com***

**Class 8 – Old Parent Interests**

**INSTRUCTIONS FOR COMPLETING THIS MASTER OPT-OUT FORM**

1. Capitalized terms used in the Master Opt-Out Form or in these instructions (the “**Master Opt-Out Form Instructions**”) but not otherwise defined therein or herein shall have the meaning set forth in the Plan.
2. **Distribution of the Opt-Out Forms:**
  - You should immediately distribute the Beneficial Holder Opt-Out Forms accompanied by pre-addressed, postage-paid return envelopes to all Beneficial Holders of Class 8 – Old Parent Interests as of the Voting Record Date and take any action required to enable each such Beneficial Holders to make an opt-out election timely. You must include a pre-addressed, postage-paid return envelope or must certify that your Beneficial Holder clients that did not receive return envelopes were provided with electronic or other means (consented to by such Beneficial Holder clients) of returning their Beneficial Holder Opt-Out Forms in a timely manner.
  - Any election delivered to you by a Beneficial Holder shall not be counted until you complete, sign, and return this Master Opt-Out Form to the Voting and Claims Agent, so that it is actually received by the Release Opt-Out Deadline.
3. You should solicit elections from your Beneficial Holder clients via the (a) delivery of duly completed Beneficial Holder Opt-Out Forms or (b) conveyance of their decision to opt-out of the releases via e-mail, telephone, internet application, facsimile, voting instruction form, or other customary and approved means of conveying such information.
4. With regard to any Beneficial Holder Opt-Out Forms returned to you by a Beneficial Holder, you must: (a) compile and validate the elections and other relevant information of each such Beneficial Holder on the Master Opt-Out Form using the customer name or account number assigned by you to each such Beneficial Holder; (b) execute the Master Opt-Out Form; and (c) transmit the Master Opt-Out form to the Voting and Claims Agent.
5. **Return of Master Opt-Out Form:** The Master Opt-Out Form must be returned to the Voting and Claims Agent so as to be **actually received** by the Voting and Claims Agent on or before the Release Opt-Out Deadline, which is 5:00 p.m. prevailing Central Time on September 18, 2020.
6. If a Master Opt-Out Form is received by the Voting and Claims Agent after the Release Opt-Out Deadline, it will not be effective, unless the Debtors have granted an extension of the Release Opt-Out Deadline in writing with respect to such Master Opt-Out Form. Additionally, the following Opt-Out Forms will **NOT** be counted:
  - ANY MASTER OPT-OUT FORM THAT IS ILLEGIBLE OR CONTAINS INSUFFICIENT INFORMATION TO PERMIT THE IDENTIFICATION OF THE HOLDER OF THE CLAIM OR EQUITY INTEREST;

- ANY MASTER OPT-OUT FORM CAST BY OR ON BEHALF OF AN ENTITY THAT IS NOT ENTITLED TO OPT-OUT OF THE THIRD-PARTY RELEASE;
  - ANY MASTER OPT-OUT FORM SENT TO THE DEBTORS, THE DEBTORS' AGENTS/REPRESENTATIVES (OTHER THAN THE VOTING AND CLAIMS AGENT), ANY INDENTURE TRUSTEE OR THE DEBTORS' FINANCIAL OR LEGAL ADVISORS;
  - ANY UNSIGNED MASTER OPT-OUT FORM; OR
  - ANY MASTER OPT-OUT FORM NOT COMPLETED IN ACCORDANCE WITH THE PROCEDURES APPROVED IN THE DISCLOSURE STATEMENT ORDER.
7. The method of delivery of Master Opt-Out Forms to the Voting and Claims Agent is at the election and risk of Nominee. Except as otherwise provided herein, such delivery will be deemed made to the Voting and Claims Agent only when the Voting and Claims Agent **actually receives** the originally executed Master Opt-Out Form. Instead of effecting delivery by first-class mail, it is recommended, though not required, that Nominees use an overnight or hand delivery service. In all cases, Nominees should allow sufficient time to assure timely delivery.
  8. Multiple Master Opt-Out Forms may be completed and delivered to the Voting and Claims Agent. Elections reflected by multiple Master Opt-Out Forms will be deemed valid. If two or more Master Opt-Out Forms are submitted, please mark the subsequent Master Opt-Out Form(s) with the words "Additional Election" or such other language as you customarily use to indicate an additional election that is not meant to revoke an earlier election.
  9. The Master Opt-Out Form is not a letter of transmittal and may not be used for any purpose other than to transmit elections to opt-out of the Third-Party Release. Holders of Class 8 – Old Parent Interests should not surrender certificates (if any) representing their Class 8 – Old Parent Interests at this time, and neither the Debtors nor the Voting and Claims Agent will accept delivery of any such certificates transmitted together with a Master Opt-Out Form
  10. This Master Opt-Out Form does not constitute, and shall not be deemed to be, (a) a proof of Claim or (b) an assertion or admission of a Claim.
  11. Please be sure to sign and date your Master Opt-Out Form. If you are signing a Master Opt-Out Form in your capacity as a trustee, executor, administrator, guardian, attorney in fact, officer of a corporation or otherwise acting in a fiduciary or representative capacity, you must indicate such capacity when signing and, if required or requested by the Voting and Claims Agent, the Debtors or the Bankruptcy Court, must submit proper evidence to the requesting party to so act on behalf of such Holder. In addition, please provide your name and mailing address if it is different from that set forth on the attached mailing label or if no such mailing label is attached to the Master Opt-Out Form.

12. No fees or commissions or other remuneration will be payable to any broker, bank, dealer or other person in connection with this solicitation. Upon written request, however, the Debtor will reimburse you for customary mailing and handling expenses incurred by you in forwarding the Opt-Out Forms to your client(s).

**PLEASE RETURN YOUR MASTER OPT-OUT FORM PROMPTLY!**

**IF YOU HAVE ANY QUESTIONS REGARDING THIS MASTER OPT-OUT FORM  
OR THE VOTING INSTRUCTIONS OR PROCEDURES, PLEASE CONTACT**

**THE VOTING AND CLAIMS AGENT AT:**

**877-499-4509 (Toll Free U.S. and Canada) or 917-281-4800 (International)**

**Or via email: HiCrushinfo@kccllc.com**

**IF THE VOTING AND CLAIMS AGENT DOES NOT ACTUALLY RECEIVE  
THIS MASTER OPT-OUT FORM FROM YOU BEFORE THE RELEASE OPT-  
OUT DEADLINE, WHICH IS 5:00 P.M. PREVAILING CENTRAL TIME ON  
SEPTEMBER 18, 2020, THEN YOUR VOTE TRANSMITTED HEREBY WILL  
NOT BE COUNTED.**

NO PERSON HAS BEEN AUTHORIZED TO GIVE ANY INFORMATION OR ADVICE, OR  
TO MAKE ANY REPRESENTATION, REGARDING THE DEBTORS OR THE PLAN,  
OTHER THAN WHAT IS CONTAINED IN THE SOLICITATION PACKAGE MAILED  
HEREWITH.

**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.

**Article X.H – Binding Nature Of Plan**

ON THE EFFECTIVE DATE, AND EFFECTIVE AS OF THE EFFECTIVE DATE, THE PLAN SHALL BIND, AND SHALL BE DEEMED BINDING UPON, THE DEBTORS, THE REORGANIZED DEBTORS, ANY AND ALL HOLDERS OF CLAIMS AGAINST AND EQUITY INTERESTS IN THE DEBTORS, ALL PERSONS AND ENTITIES THAT ARE PARTIES TO OR ARE SUBJECT TO THE SETTLEMENTS, COMPROMISES, RELEASES, EXCULPATIONS, DISCHARGES, AND INJUNCTIONS DESCRIBED IN THE PLAN, EACH PERSON AND ENTITY ACQUIRING PROPERTY UNDER THIS PLAN, ANY AND ALL NON-DEBTOR PARTIES TO EXECUTORY CONTRACTS AND UNEXPIRED LEASES WITH THE DEBTORS AND THE RESPECTIVE SUCCESSORS AND ASSIGNS OF EACH OF THE FOREGOING, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, AND NOTWITHSTANDING WHETHER OR NOT SUCH PERSON OR ENTITY (I) WILL RECEIVE OR RETAIN ANY PROPERTY, OR INTEREST IN PROPERTY, UNDER THE PLAN, (II) HAS FILED A PROOF OF CLAIM OR INTEREST IN THE CHAPTER 11 CASES OR (III) FAILED TO VOTE TO ACCEPT OR REJECT THE PLAN, AFFIRMATIVELY VOTED TO REJECT THIS PLAN OR IS CONCLUSIVELY PRESUMED TO REJECT THE PLAN.

**Relevant Definitions Related to Release and Exculpation Provisions:**

“*Exculpated Parties*” means, collectively, the following:

- (a) the Debtors;
- (b) the Reorganized Debtors;
- (c) the Prepetition Credit Agreement Agent;
- (d) the Prepetition Credit Agreement Lenders;
- (e) the Prepetition Notes Indenture Trustee;
- (f) the DIP Agents;
- (g) the DIP Lenders;
- (h) the Ad Hoc Noteholder Committee and the members thereof in their capacities as such;
- (i) the Consenting Noteholders;
- (j) the Backstop Parties;
- (k) the Distribution Agents;

- (l) the Exit Facility Agent;
- (m) the Exit Facility Lenders;
- (n) the New Secured Convertible Notes Indenture Trustee;
- (o) the New Secured Convertible Noteholders;
- (p) the Releasing Old Parent Interestholders; and
- (q) with respect to each of the foregoing Persons or Entities in clauses (a) through (p), the Related Persons of each such Person or Entity, in each case solely in their capacity as such.

“*Indemnified Parties*” means each of the Debtors’ and their respective subsidiaries’ current and former directors, officers, and managers in their respective capacities as such, and solely to the extent that such Person was serving in such capacity on or any time after the Petition Date; provided, that the Designated Persons shall not be Indemnified Parties under the Plan.

“*Non-Debtor Releasing Parties*” means, collectively, the following:

- (a) the Prepetition Credit Agreement Agent;
- (b) the Prepetition Credit Agreement Lenders;
- (c) the Prepetition Notes Indenture Trustee;
- (d) the DIP Agents;
- (e) the DIP Lenders;
- (f) the Ad Hoc Noteholder Committee and the members thereof in their capacities as such;
- (g) the Releasing Prepetition Noteholders;
- (h) the Backstop Parties;
- (i) the Distribution Agents;
- (j) the Exit Facility Agent and the Exit Facility Lenders;
- (k) the New Secured Convertible Notes Indenture Trustee and the New Secured Convertible Noteholders;
- (l) those Holders of Claims deemed to accept the Plan that do not affirmatively opt out of the Third Party Release as provided on their respective Ballots/Opt-Out Forms;
- (m) those Holders of General Unsecured Claims that do not affirmatively opt out of the Third Party Release as provided on their respective Ballots/Opt-Out Forms;
- (n) all Holders of Claims that vote to accept the Plan; and
- (o) the Releasing Old Parent Interestholders.

“Released Party” means, collectively, the following:

- (a) the Debtors;
- (b) the Reorganized Debtors;
- (c) the Prepetition Credit Agreement Agent;
- (d) the Prepetition Credit Agreement Lenders;
- (e) the Prepetition Notes Indenture Trustee;
- (f) the DIP Agents;
- (g) the DIP Lenders;
- (h) the Ad Hoc Noteholder Committee and the members thereof in their capacities as such;
- (i) the Releasing Prepetition Noteholders;
- (j) the Backstop Parties;
- (k) the Distribution Agents;
- (l) the Exit Facility Agent and the Exit Facility Lenders;
- (m) the New Secured Convertible Notes Indenture Trustee and the New Secured Convertible Noteholders;
- (n) the Releasing Old Parent Interestholders; and
- (o) with respect to each of the foregoing Persons or Entities in clauses (a) through (n), the Related Persons of each such Person or Entity, in each case solely in their capacity as such; provided, that the Designated Persons shall not be Released Parties under the Plan.

**EXHIBIT 6**

**Ballots**

**EXHIBIT 6A**

**Beneficial Ballot for Class 4**

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

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

**BENEFICIAL HOLDER BALLOT FOR  
CLASS 4 – PREPETITION NOTES CLAIMS**

PLEASE READ AND FOLLOW THE ENCLOSED INSTRUCTIONS FOR COMPLETING THIS BENEFICIAL HOLDER BALLOT CAREFULLY BEFORE COMPLETING THIS BALLOT. BALLOTS ARE ONLY BEING SOLICITED FROM HOLDERS OF CLASS 4 PREPETITION NOTES CLAIMS.

**IN ORDER FOR YOUR VOTE TO BE COUNTED, ALL (I) PRE-VALIDATED BENEFICIAL HOLDER BALLOTS; (II) BENEFICIAL HOLDER BALLOTS OF RECORD OWNERS; AND (III) MASTER BALLOTS CAST ON BEHALF OF BENEFICIAL HOLDER BALLOTS THAT WERE NOT PRE-VALIDATED MUST BE COMPLETED, EXECUTED AND RETURNED SO AS TO BE ACTUALLY RECEIVED BY KURTZMAN CARSON CONSULTANTS LLC (THE “VOTING AND CLAIMS AGENT” OR “KCC”) ON OR BEFORE 5:00 P.M. PREVAILING CENTRAL TIME ON SEPTEMBER 18, 2020 (THE “VOTING DEADLINE”) IN ACCORDANCE WITH THE FOLLOWING:**

**A. IF YOU RECEIVED A RETURN ENVELOPE ADDRESSED TO YOUR NOMINEE OWNER:<sup>2</sup>**

YOUR NOMINEE HAS NOT PRE-VALIDATED THIS BENEFICIAL HOLDER BALLOT, WHICH MEANS THAT YOU MUST RETURN THIS BENEFICIAL HOLDER BALLOT TO YOUR NOMINEE IN SUFFICIENT TIME TO PERMIT YOUR NOMINEE TO DELIVER A MASTER BALLOT INCLUDING YOUR VOTE TO THE VOTING AND CLAIMS AGENT BY THE VOTING DEADLINE. PLEASE FOLLOW THE INSTRUCTIONS OF YOUR NOMINEE TO RETURN YOUR VOTE ON THE PLAN.

**B. IF YOU RECEIVED A RETURN ENVELOPE ADDRESSED TO THE VOTING AND CLAIMS AGENT:**

**YOUR NOMINEE HAS PRE-VALIDATED THIS BENEFICIAL HOLDER BALLOT FOR YOU**

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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.

<sup>2</sup> “Nominee” means the bank, brokerage firm, or the agent thereof as the entity through which the Beneficial Holders hold the Prepetition Notes.



THEREFORE, YOU MUST RETURN THIS BENEFICIAL HOLDER BALLOT DIRECTLY TO THE VOTING AND CLAIMS AGENT SO IT IS **ACTUALLY RECEIVED** ON OR BEFORE THE VOTING DEADLINE.

The above-captioned debtors and debtors in possession (collectively, the “**Debtors**”) are soliciting votes with respect to the *Joint Plan of Reorganization for Hi-Crush Inc. and Its Affiliate Debtors Under Chapter 11 of the Bankruptcy Code* (as may be amended from time to time, the “**Plan**”) as set forth in the Disclosure Statement for the Plan (as may be amended from time to time, the “**Disclosure Statement**”). Capitalized terms used but not otherwise defined herein shall have the meanings set forth in the Plan.

You are receiving this Beneficial Holder Ballot because you are a Beneficial Holder of those certain 9.500% senior unsecured notes due 2026 issued by Hi-Crush Partners LP,<sup>3</sup> pursuant to that certain indenture, dated as of August 1, 2018 among Hi-Crush Partners LP, the guarantors named therein or party thereto, and U.S. Bank National Association, as may be amended modified or supplemented from time to time (the “**Prepetition Notes**”) as of the close of business on August 14, 2020 (the “**Voting Record Date**”). Accordingly, you have a right to vote to accept or reject the Plan.

Your rights are described in the Disclosure Statement, which is included (along with the Plan, Confirmation Hearing Notice and certain other materials) in the Solicitation Package you are receiving with this Beneficial Holder Ballot. If you need to obtain additional solicitation materials, you may contact the Debtors’ Voting and Claims Agent by: (1) visiting the Debtors’ restructuring website at [www.kccllc.net/hicrush](http://www.kccllc.net/hicrush); (2) writing to Hi-Crush Ballot Processing c/o KCC, 222 N. Pacific Coast Highway, Suite 300, El Segundo, CA 90245; and/or (3) calling the Debtors’ restructuring hotline at 866-554-5810 (Toll Free U.S. or Canada) or 781-575-2032 (International). You may also obtain these documents (other than a Ballot) and any other pleadings filed in the Debtors’ Chapter 11 Cases (once the Chapter 11 Cases are commenced and for a fee) via PACER at: <https://www.txs.uscourts.gov/bankruptcy> or free of charge at [www.kccllc.net/hicrush](http://www.kccllc.net/hicrush).

This Beneficial Holder Ballot may not be used for any purpose other than (i) casting votes to accept or reject the Plan and (ii) opting out of the Third Party Release. If you believe you have received this Beneficial Holder Ballot in error, or if you believe that you have received the wrong Ballot, please contact the Voting and Claims Agent **immediately** at the address, email address, or telephone number set forth above.

You should review the Disclosure Statement and the Plan in their entirety before you vote. You may wish to seek legal advice concerning the Plan and the Plan’s classification and treatment of your Claim. Your Claim has been placed in Class 4 – Prepetition Notes Claims under the Plan. The Bankruptcy Court can confirm the Plan and bind you if the Plan is accepted by the Holders of at least two-thirds in amount and more than one-half in number of the allowed Claims in each impaired Class who vote on the Plan and if the Plan otherwise satisfies the applicable requirements of Bankruptcy Code Section 1129(a). If the requisite acceptances are not obtained, the Bankruptcy Court nonetheless may confirm the Plan if it finds that the Plan (a) provides fair and equitable treatment to, and does not unfairly discriminate against, each Class rejecting the Plan and (b) otherwise satisfies the requirements of Bankruptcy Code Section 1129(b). If the Plan is confirmed by the Bankruptcy Court, it will be binding on you whether or not you vote or affirmatively vote to reject the Plan. To have your vote counted, you must complete, sign and return this Ballot pursuant to the instructions provided herein, so that your vote is received by the Voting and Claims Agent by the Voting Deadline.

Before completing this Beneficial Holder Ballot, please read and follow the enclosed “Instructions for Completing this Beneficial Holder Ballot” carefully to ensure that you complete, execute and return this Beneficial Holder Ballot properly.

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<sup>3</sup> On May 31, 2019, Hi-Crush Partners LP converted to the Delaware corporation Hi-Crush Inc.

**Item 1. Amount of Claim.**

The undersigned hereby certifies that as of the Voting Record Date, the undersigned was the Beneficial Holder (or authorized signatory for the Beneficial Holder) of Class 4 – Prepetition Notes Claims in the following aggregate unpaid principal amount (insert unpaid principal amount in box below if not already entered). If your Prepetition Notes are held by a Nominee on your behalf and you do not know the amount of the Prepetition Notes held, please contact your Nominee immediately:

\$ \_\_\_\_\_

**Item 2. Vote on Plan.**

The Holder of the Class 4 – Prepetition Notes Claims against the Debtors set forth in Item 1 above votes to (please check one box below):

**ACCEPT** (vote FOR) the Plan                       **REJECT** (vote AGAINST) the Plan

THE DEBTORS RECOMMEND THAT YOU VOTE TO ACCEPT THE PLAN.

**IMPORTANT INFORMATION REGARDING THE RELEASE OF CLAIMS BY THIRD PARTIES**

ARTICLE X OF THE PLAN CONTAINS RELEASE, EXCULPATION AND INJUNCTION PROVISIONS, WHICH ARE SET FORTH AT THE END OF THIS BALLOT. YOU SHOULD REVIEW THESE PROVISIONS CAREFULLY.

**If you vote to accept the plan, you will be deemed to have consented to the Third Party Release set forth in Article X.B.2 of the Plan. If you vote to reject the Plan or abstain from voting, you may elect not to grant the Third Party Release contained in Article X.B.2 of the Plan. Check the box below if you elect not to grant the Third Party Release contained in Article X.B.2 of the Plan. If you are not a signatory to the Restructuring Support Agreement, election to withhold consent is at your option. If you submit your Ballot with this box checked, then you will be deemed NOT to consent to the Third Party Release set forth in Article X.B.2 of the Plan. PLEASE BE ADVISED THAT BY NOT CHECKING THE BOX BELOW YOU ELECT TO GRANT THE THIRD PARTY RELEASE IN EACH AND EVERY CAPACITY IN WHICH YOU HOLD A CLAIM AGAINST, OR INTEREST IN, ANY OF THE DEBTORS. YOU MUST AFFIRMATIVELY CHECK THE BOX BELOW IN ORDER TO OPT-OUT OF THE THIRD PARTY RELEASE.**

**PLEASE ALSO BE ADVISED THAT THE DEBTOR RELEASE CONTAINED IN ARTICLE X.B.1 OF THE PLAN WILL BE INCLUDED IN THE CONFIRMATION ORDER AND THAT IT IS SEPARATE FROM AND INDEPENDENT OF THE THIRD PARTY RELEASE. IF YOU OBJECT TO THE DEBTOR RELEASE, YOU MUST FILE A SEPARATE OBJECTION WITH THE BANKRUPTCY COURT IN ACCORDANCE WITH THE PROCEDURES DESCRIBED IN THE DISCLOSURE STATEMENT ORDER.**

OPT-OUT ELECTION: The undersigned elects to opt-out of the Third Party Release contained in Article X.B.2 of the Plan.

**Item 3. Certifications as to Class 4 – Prepetition Notes Claims Held in Additional Accounts.**

By completing and returning this Beneficial Holder Ballot, the undersigned Beneficial Holder certifies that either (1) it has not submitted any other Ballots for other Class 4 – Prepetition Notes Claims held in other accounts or other record names or (2) it has provided the information specified in the following table for all other Class 4 – Prepetition

Notes Claims for which it has submitted additional Beneficial Holder Ballots, each of which indicates the same vote to accept or reject the Plan (please use additional sheets of paper if necessary):

ONLY COMPLETE THIS SECTION IF YOU HAVE VOTED CLASS 4 – PREPETITION NOTES CLAIMS ON A BENEFICIAL HOLDER BALLOT OTHER THAN THIS BENEFICIAL HOLDER BALLOT.

| Name of Beneficial Holder | Account Number | Nominee | Principal Amount of Other Class 4 – Prepetition Notes Claims Voted | CUSIP of Other Class 4 - Prepetition Notes Claim Voted |
|---------------------------|----------------|---------|--|--|
| 1.                        |                |         | \$   |  |
| 2.                        |                |         | \$   |  |
| 3.                        |                |         | \$   |  |
| 4.                        |                |         | \$   |  |
| 5.                        |                |         | \$   |  |
| 6.                        |                |         | \$   |  |
| 7.                        |                |         | \$   |  |
| 8.                        |                |         | \$   |  |
| 9.                        |                |         | \$   |  |
| 10.                       |                |         | \$   |  |

**Item 4. Certifications.**

By signing this Beneficial Holder Ballot, the undersigned certifies to the Bankruptcy Court and the Debtors:

- e. that either: (i) the undersigned is the Beneficial Holder of the Class 4 – Prepetition Notes Claims being voted; or (ii) the undersigned is an authorized signatory for an Entity that is a Beneficial Holder of the Class 4 – Prepetition Notes Claims being voted, and, in either case, has full power and authority to vote to accept or reject the Plan with respect to the Claims identified in Item 1 above;
- f. that the undersigned (or in the case of an authorized signatory, the Beneficial Holder) has received a copy of the Disclosure Statement and the Solicitation Package and acknowledges that the solicitation is being made pursuant to the terms and conditions set forth therein;
- g. that the undersigned has cast the same vote with respect to all Class 4 – Prepetition Notes Claims in a single Class;
- h. that no other Beneficial Holder Ballots with respect to the amount of the Class 4 – Prepetition Notes Claims identified in Item 1 above have been cast or, if any other Beneficial Holder Ballots have been cast with respect to such Class 4 Claims, then any such earlier Beneficial Holder Ballots are hereby revoked; and

- i. that if applicable, the undersigned has voted in accordance with any obligations pursuant to that certain Restructuring Support Agreement, entered into as of July 12, 2020.

By signing this Beneficial Holder Ballot, the undersigned authorizes and instructs its Nominee (unless this is a pre-validated Beneficial Holder Ballot or the Beneficial Holder Ballot of a Registered Record Owner to be forwarded directly by the undersigned to the Voting and Claims Agent) (a) to furnish the voting information and the amount of Class 4 – Prepetition Notes Claims the Nominee holds on its behalf in a Master Ballot to be transmitted to the Voting and Claims Agent and (b) to retain this Beneficial Holder Ballot and related information in its records for at least one year after the Effective Date of the Plan.

|  |                               |
|--|-------------------------------|
| <b>Name of Holder:</b> _____                                       | <b>(Print or Type)</b>        |
| <b>Social Security or Federal Tax Identification Number:</b> _____ |                               |
| <b>Signature:</b> _____  |                               |
| <b>Name of Signatory:</b> _____                                    | <b>(If other than Holder)</b> |
| <b>Title:</b> _____  |                               |
| <b>Address:</b> _____  |                               |
| _____  |                               |
| _____  |                               |
| <b>Date Completed:</b> _____                                       |                               |

No fees, commissions or other remuneration will be payable to any person for soliciting votes on the Plan.

If your address or contact information has changed, please note the new information here.

**PLEASE COMPLETE, SIGN AND DATE THIS BENEFICIAL HOLDER BALLOT AND RETURN IT PROMPTLY IN THE ENVELOPE PROVIDED TO THE ADDRESSEE SPECIFIED THEREON.**

IF THE VOTING AND CLAIMS AGENT DOES NOT ACTUALLY RECEIVE THIS BENEFICIAL HOLDER BALLOT (IF PRE-VALIDATED OR IF OF A REGISTERED RECORD OWNER) OR THE MASTER BALLOT INCORPORATING THE VOTE CAST BY THIS BENEFICIAL HOLDER BALLOT ON OR BEFORE 5:00 P.M. PREVAILING CENTRAL TIME ON SEPTEMBER 18, 2020, THEN YOUR VOTE TRANSMITTED BY THIS BENEFICIAL HOLDER BALLOT WILL NOT BE COUNTED TOWARD CONFIRMATION OF THE PLAN.

IF YOU ARE RETURNING THIS BENEFICIAL HOLDER BALLOT TO YOUR NOMINEE, PLEASE ALLOW SUFFICIENT TIME FOR YOUR NOMINEE TO RECEIVE YOUR BALLOT AND PROCESS YOUR VOTE ON A MASTER BALLOT SUCH THAT THE MASTER BALLOT IS RECEIVED BY THE VOTING AND CLAIMS AGENT ON OR BEFORE 5:00 P.M. PREVAILING CENTRAL TIME ON SEPTEMBER 18, 2020.

BALLOTS SENT BY FACSIMILE, TELECOPY, OR ELECTRONIC MAIL WILL NOT BE ACCEPTED

|   |
|---|
| <b>Class 4 – Prepetition Notes Claims</b> |
|---|

**INSTRUCTIONS FOR COMPLETING THIS BENEFICIAL HOLDER BALLOT**

10. The Debtors are soliciting the votes of Holders of Claims with respect to the Plan attached as Exhibit A to the Disclosure Statement. Capitalized terms used in the Beneficial Holder Ballot or in these instructions (the “**Ballot Instructions**”) but not otherwise defined therein or herein shall have the meaning set forth in the Plan, a copy of which also accompanies the Beneficial Holder Ballot.
11. To ensure that your vote is counted, you must complete the Beneficial Holder Ballot and take the following steps: (a) make sure that the information required by Item 1 above has been correctly inserted (if you do not know the amount of your claim, please contact your Nominee); (b) clearly indicate your decision either to accept or reject the Plan in the boxes provided in Item 2 above; (c) provide the information required by Item 3 above, if applicable, and (d) sign, date and return an original of your Beneficial Holder Ballot in accordance with paragraph 3 directly below.
12. **Return of Beneficial Holder Ballots:** Your Beneficial Holder Ballot (if pre-validated or if you are a record Holder) or the Master Ballot incorporating the vote cast on your Beneficial Holder Ballot **MUST** be returned to the Voting and Claims Agent so as to be **actually received** by the Voting and Claims Agent on or before the Voting Deadline, which is 5:00 p.m. prevailing Central Time on September 18, 2020. To ensure your vote is counted toward confirmation of the Plan, please read the following information carefully so that you understand where your Beneficial Holder Ballot must be sent in order for it to be received before the Voting Deadline:
- **Pre-validated Beneficial Holder Ballot and Beneficial Holder Ballots of Registered Record Owners:** If you received a Beneficial Holder Ballot and a return envelope addressed to the Voting and Claims Agent, then you must return your completed Beneficial Holder Ballot **directly to the Voting and Claims Agent** so that it is **actually received** by the Voting and Claims Agent on or before the Voting Deadline.
  - **Not pre-validated Beneficial Holder Ballot:** If you received a Beneficial Holder Ballot and a return envelope addressed to your Nominee, you must return your completed Beneficial Holder Ballot **directly to your Nominee** so that it is **actually received** by the Nominee in sufficient time to permit your Nominee to deliver a Master Ballot including your vote to the Voting and Claims Agent by the Voting Deadline.
13. If a Master Ballot or Beneficial Holder Ballot is received by the Voting and Claims Agent after the Voting Deadline, it will not be counted, unless the Debtors have granted an extension of the Voting Deadline in writing with respect to such Master Ballot or Beneficial Holder Ballot. Additionally, the following Beneficial Holder Ballots will **NOT** be counted:
- ANY BENEFICIAL HOLDER BALLOT THAT IS ILLEGIBLE OR CONTAINS INSUFFICIENT INFORMATION TO PERMIT THE IDENTIFICATION OF THE HOLDER OF THE CLAIM;
  - ANY BENEFICIAL HOLDER BALLOT CAST BY OR ON BEHALF OF AN ENTITY THAT DOES NOT HOLD A CLAIM IN ONE OF THE VOTING CLASSES;
  - ANY BENEFICIAL HOLDER BALLOT THAT (A) IS PROPERLY COMPLETED, EXECUTED AND TIMELY FILED, BUT DOES NOT INDICATE AN ACCEPTANCE OR REJECTION OF THE PLAN, OR (B) INDICATES BOTH AN ACCEPTANCE AND REJECTION OF THE PLAN, OR (C) PARTIALLY ACCEPTS AND PARTIALLY REJECTS THE PLAN;

- ANY BENEFICIAL HOLDER BALLOT CAST FOR A CLAIM THAT IS SUBJECT TO AN OBJECTION PENDING AS OF THE VOTING RECORD DATE (EXCEPT AS OTHERWISE PROVIDED IN THE DISCLOSURE STATEMENT ORDER);
  - ANY BENEFICIAL HOLDER BALLOT SENT TO THE DEBTORS, THE DEBTORS' AGENTS/REPRESENTATIVES (OTHER THAN THE VOTING AND CLAIMS AGENT), ANY INDENTURE TRUSTEE OR THE DEBTORS' FINANCIAL OR LEGAL ADVISORS;
  - ANY BENEFICIAL HOLDER BALLOT TRANSMITTED BY FACSIMILE, TELECOPY OR ELECTRONIC MAIL (UNLESS THE AFOREMENTIONED IS PRE-AUTHORIZED BY THE NOMINEE);
  - ANY UNSIGNED BENEFICIAL HOLDER BALLOT; OR
  - ANY BENEFICIAL HOLDER BALLOT NOT CAST IN ACCORDANCE WITH THE PROCEDURES APPROVED IN THE DISCLOSURE STATEMENT ORDER.
14. The method of delivery of Beneficial Holder Ballots to the Voting and Claims Agent or your Nominee is at the election and risk of each Holder of a Prepetition Notes Claim. Except as otherwise provided herein, such delivery will be deemed made to the Voting and Claims Agent only when the Voting and Claims Agent **actually receives** the originally executed Beneficial Holder Ballot or Master Ballot incorporating the Beneficial Holder Ballot. Instead of effecting delivery by first-class mail, it is recommended, though not required, that Holders use an overnight or hand delivery service. In all cases, Holders should allow sufficient time to assure timely delivery.
15. Your Nominee is authorized to collect votes to accept or to reject the Plan from Beneficial Holders in accordance with their customary practices, including the use of a "voting instruction form" in lieu of (or in addition to) a Beneficial Owner Ballot, as well as collecting votes from Beneficial Holders through online voting, by phone, facsimile, or other electronic means.
16. If multiple Beneficial Holder Ballots are received from the same Holder of a Class 4 – Prepetition Notes Claim with respect to the same Class 4 Claim prior to the Voting Deadline, the last Beneficial Holder Ballot timely received will supersede and revoke any earlier received Beneficial Holder Ballots.
17. You must vote all of your Prepetition Notes Claims within Class 4 either to accept or reject the Plan and may not split your vote. Further, if a Holder has multiple Prepetition Notes Claims within Class 4, the Debtors may, in their discretion, aggregate the Claims of any particular Holder with multiple Prepetition Notes Claims within Class 4 for the purpose of counting votes.
18. The Beneficial Holder Ballot is not a letter of transmittal and may not be used for any purpose other than (i) to vote to accept or reject the Plan and (ii) opt-out of the Third Party Release. Accordingly, at this time, Holders of Claims should not surrender certificates or instruments representing or evidencing their Claims, and neither the Debtors nor the Voting and Claims Agent will accept delivery of any such certificates or instruments surrendered together with a Beneficial Holder Ballot.
19. This Beneficial Holder Ballot does not constitute, and shall not be deemed to be, (a) a proof of Claim or (b) an assertion or admission of a Claim.
20. Please be sure to sign and date your Beneficial Holder Ballot. If you are signing a Beneficial Holder Ballot in your capacity as a trustee, executor, administrator, guardian, attorney in fact, officer of a corporation or otherwise acting in a fiduciary or representative capacity, you must indicate such capacity when signing and, if required or requested by the Voting and Claims Agent, the Debtors or the Bankruptcy Court, must submit proper evidence to the requesting party to so act on behalf of such Holder. In addition, please provide your

name and mailing address if it is different from that set forth on the attached mailing label or if no such mailing label is attached to the Beneficial Holder Ballot.

21. If you hold Claims in more than one Class under the Plan you may receive more than one Ballot coded for each different Class. Each Ballot votes only your Claims indicated on that Ballot, so please complete and return each Beneficial Holder Ballot and/or Ballot that you received.
22. If the Restructuring Support Agreement (as defined in the Plan) terminates in accordance with its terms and if you are a “Consenting Noteholder” as defined in the Restructuring Support Agreement, then your Beneficial Holder Ballot shall be immediately revoked and deemed void ab initio, without any further notice to or action, order, or approval of the Bankruptcy Court.

**PLEASE RETURN YOUR BENEFICIAL HOLDER BALLOT PROMPTLY!**

**IF YOU HAVE ANY QUESTIONS REGARDING THIS BENEFICIAL HOLDER BALLOT  
OR THE VOTING INSTRUCTIONS OR PROCEDURES, PLEASE CONTACT**

**THE VOTING AND CLAIMS AGENT AT:**

**866-554-5810 (Toll Free U.S. and Canada) or 781-575-2032 (International)**

**Or via email: HiCrushinfo@kccllc.com**

**IF THE VOTING AND CLAIMS AGENT DOES NOT ACTUALLY RECEIVE THIS PRE-VALIDATED BENEFICIAL HOLDER BALLOT FROM YOU OR THE MASTER BALLOT CONTAINING YOUR VOTE FROM YOUR NOMINEE ON OR BEFORE THE VOTING DEADLINE, WHICH IS 5:00 P.M. PREVAILING CENTRAL TIME ON SEPTEMBER 18, 2020, THEN YOUR VOTE TRANSMITTED HEREBY WILL NOT BE COUNTED.**

NO PERSON HAS BEEN AUTHORIZED TO GIVE ANY INFORMATION OR ADVICE, OR TO MAKE ANY REPRESENTATION, REGARDING THE DEBTORS OR THE PLAN, OTHER THAN WHAT IS CONTAINED IN THE SOLICITATION PACKAGE MAILED HEREWITH.

**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 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.**

**Article X.H – Binding Nature Of Plan**

**ON THE EFFECTIVE DATE, AND EFFECTIVE AS OF THE EFFECTIVE DATE, THE PLAN SHALL BIND, AND SHALL BE DEEMED BINDING UPON, THE DEBTORS, THE REORGANIZED DEBTORS, ANY AND ALL HOLDERS OF CLAIMS AGAINST AND EQUITY INTERESTS IN THE DEBTORS, ALL PERSONS AND ENTITIES THAT ARE PARTIES TO OR ARE SUBJECT TO THE SETTLEMENTS, COMPROMISES, RELEASES, EXCULPATIONS, DISCHARGES, AND INJUNCTIONS DESCRIBED IN THE PLAN, EACH PERSON AND ENTITY ACQUIRING PROPERTY UNDER THIS PLAN, ANY AND ALL NON-DEBTOR PARTIES TO EXECUTORY CONTRACTS AND UNEXPIRED LEASES WITH THE DEBTORS AND THE RESPECTIVE SUCCESSORS AND ASSIGNS OF EACH OF THE FOREGOING, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, AND NOTWITHSTANDING WHETHER OR NOT SUCH PERSON OR ENTITY (I) WILL RECEIVE OR RETAIN ANY PROPERTY, OR INTEREST IN PROPERTY, UNDER THE PLAN, (II) HAS FILED A PROOF OF CLAIM OR INTEREST IN THE CHAPTER 11 CASES OR (III) FAILED TO VOTE TO ACCEPT OR REJECT THE PLAN, AFFIRMATIVELY VOTED TO REJECT THIS PLAN OR IS CONCLUSIVELY PRESUMED TO REJECT THE PLAN.**

**Relevant Definitions Related to Release and Exculpation Provisions:**

“*Exculpated Parties*” means, collectively, the following:

- (a) the Debtors;
- (b) the Reorganized Debtors;
- (c) the Prepetition Credit Agreement Agent;
- (d) the Prepetition Credit Agreement Lenders;

- (e) the Prepetition Notes Indenture Trustee;
- (f) the DIP Agents;
- (g) the DIP Lenders;
- (h) the Ad Hoc Noteholder Committee and the members thereof in their capacities as such;
- (i) the Consenting Noteholders;
- (j) the Backstop Parties;
- (k) the Distribution Agents;
- (l) the Exit Facility Agent;
- (m) the Exit Facility Lenders;
- (n) the New Secured Convertible Notes Indenture Trustee;
- (o) the New Secured Convertible Noteholders;
- (p) the Releasing Old Parent Interestholders; and
- (q) with respect to each of the foregoing Persons or Entities in clauses (a) through (p), the Related Persons of each such Person or Entity, in each case solely in their capacity as such.

“*Indemnified Parties*” means each of the Debtors’ and their respective subsidiaries’ current and former directors, officers, and managers in their respective capacities as such, and solely to the extent that such Person was serving in such capacity on or any time after the Petition Date; provided, that the Designated Persons shall not be Indemnified Parties under the Plan.

“*Non-Debtor Releasing Parties*” means, collectively, the following:

- (a) the Prepetition Credit Agreement Agent;
- (b) the Prepetition Credit Agreement Lenders;
- (c) the Prepetition Notes Indenture Trustee;
- (d) the DIP Agents;
- (e) the DIP Lenders;
- (f) the Ad Hoc Noteholder Committee and the members thereof in their capacities as such;
- (g) the Releasing Prepetition Noteholders;
- (h) the Backstop Parties;
- (i) the Distribution Agents;
- (j) the Exit Facility Agent and the Exit Facility Lenders;

- (k) the New Secured Convertible Notes Indenture Trustee and the New Secured Convertible Noteholders;
- (l) those Holders of Claims deemed to accept the Plan that do not affirmatively opt out of the Third Party Release as provided on their respective Ballots/Opt-Out Forms;
- (m) those Holders of General Unsecured Claims that do not affirmatively opt out of the Third Party Release as provided on their respective Ballots/Opt-Out Forms;
- (n) all Holders of Claims that vote to accept the Plan; and
- (o) the Releasing Old Parent Interestholders.

“Released Party” means, collectively, the following:

- (a) the Debtors;
- (b) the Reorganized Debtors;
- (c) the Prepetition Credit Agreement Agent;
- (d) the Prepetition Credit Agreement Lenders;
- (e) the Prepetition Notes Indenture Trustee;
- (f) the DIP Agents;
- (g) the DIP Lenders;
- (h) the Ad Hoc Noteholder Committee and the members thereof in their capacities as such;
- (i) the Releasing Prepetition Noteholders;
- (j) the Backstop Parties;
- (k) the Distribution Agents;
- (l) the Exit Facility Agent and the Exit Facility Lenders;
- (m) the New Secured Convertible Notes Indenture Trustee and the New Secured Convertible Noteholders;
- (n) the Releasing Old Parent Interestholders; and
- (o) with respect to each of the foregoing Persons or Entities in clauses (a) through (n), the Related Persons of each such Person or Entity, in each case solely in their capacity as such; provided, that the Designated Persons shall not be Released Parties under the Plan.

**Exhibit A**

**Your Nominee may have checked a box below to indicate the CUSIP/ISIN to which this Class 4 Beneficial Holder Ballot pertains, or otherwise provided that information to you on a label or schedule attached to the Beneficial Holder Ballot:**

| Class 4 (Prepetition Notes Claims) |                                  |                            |
|------------------------------------|----------------------------------|----------------------------|
| <input type="checkbox"/>           | 9.50% Sr Unsecured Notes (144A)  | 428337 AA 7 / US428337AA70 |
| <input type="checkbox"/>           | 9.50% Sr Unsecured Notes (REG S) | U4322H AA 0 / USU4322HAA06 |

**EXHIBIT 6B**

**Master Ballot for Class 4**

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

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

**MASTER BALLOT FOR NOMINEES OF  
BENEFICIAL HOLDERS OF CLASS 4 - PREPETITION NOTES CLAIMS**

---

PLEASE READ AND FOLLOW THE ENCLOSED INSTRUCTIONS FOR COMPLETING THIS MASTER  
HOLDER BALLOT CAREFULLY BEFORE COMPLETING THIS MASTER BALLOT.

**THIS MASTER BALLOT MUST BE COMPLETED, EXECUTED AND RETURNED SO THAT IT IS  
ACTUALLY RECEIVED BY THE VOTING AND CLAIMS AGENT (KURTZMAN CARSON  
CONSULTANTS LLC) ON OR BEFORE 5:00 P.M. PREVAILING CENTRAL TIME ON SEPTEMBER 18,  
2020 (THE "VOTING DEADLINE"):**

The above-captioned debtors and debtors in possession (collectively, the "**Debtors**") are soliciting votes with respect to the *Joint Plan of Reorganization for Hi-Crush Inc. and Its Affiliate Debtors Under Chapter 11 of the Bankruptcy Code* (as may be amended from time to time, the "**Plan**") as set forth in the Disclosure Statement for the Plan (as may be amended from time to time, the "**Disclosure Statement**"). Capitalized terms used but not otherwise defined herein shall have the meanings set forth in the Plan.

This Master Ballot is being sent to you because, as of the Voting Record Date (the close of business on August 14, 2020), you are a bank, brokerage firm, or the agent thereof (each, a "**Nominee**") as the entity through which the holder of one or more beneficial interests (collectively, the "**Beneficial Holders**") holds those certain 9.500% senior unsecured notes due 2026 issued by Hi-Crush Partners LP,<sup>2</sup> pursuant to that certain indenture, dated as of August 1, 2018 among Hi-Crush Partners LP, the guarantors named therein or party thereto, and U.S. Bank National Association, as may be amended modified or supplemented from time to time (the "**Prepetition Notes**").

As a Nominee, you are required, within five (5) business days of your receipt of the Solicitation Packages in which this Master Ballot was included, to deliver a Solicitation Package, including a Beneficial Holder Ballot, to each Beneficial Holder for whom you hold Prepetition Notes as of the close of business on August 14, 2020 (the "**Voting Record Date**") and take any action required to enable such Beneficial Holder to timely vote its Claim to accept or reject the Plan. You should include in each Solicitation Package a return envelope addressed to you, unless you choose to pre-validate such Beneficial Holder Ballot, in which case the Solicitation Package should include a return envelope addressed only to Kurtzman Carson Consultants LLC (the "**Voting and Claims Agent**" or "**KCC**"). With respect to any Beneficial Holder Ballots returned to you, you must (1) execute this Master Ballot so as to reflect the voting

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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.

<sup>2</sup> On May 31, 2019, Hi-Crush Partners LP converted to the Delaware corporation Hi-Crush Inc.

instructions given to you and the Third Party Release election set forth in the Beneficial Holder Ballots by the Beneficial Holders for whom you hold Prepetition Notes and (2) forward this Master Ballot to the Voting and Claims Agent in accordance with the Master Ballot Instructions accompanying this Master Ballot.

If you are both the registered Holder and Beneficial Holder of any Prepetition Notes and you wish to vote such Prepetition Notes, you MUST complete a Beneficial Holder Ballot and return it to the Voting and Claims Agent prior to the Voting Deadline.

If you need to obtain additional solicitation materials, you may contact the Debtors' Voting and Claims Agent by: (1) visiting the Debtors' restructuring website at [www.kccllc.net/hicrush](http://www.kccllc.net/hicrush); (2) writing to Hi-Crush Ballot Processing c/o KCC, 222 N. Pacific Coast Highway, Suite 300, El Segundo, CA 90245; and/or (3) calling the Debtors' restructuring hotline at 877-499-4509 (Toll Free U.S. or Canada) or 917-281-4800 (International). You may also obtain these documents (other than a Ballot) and any other pleadings filed in the Debtors' Chapter 11 Cases (once the Chapter 11 Cases are commenced and for a fee) via PACER at: <https://www.txs.uscourts.gov/bankruptcy> or free of charge at [www.kccllc.net/hicrush](http://www.kccllc.net/hicrush).

This Master Ballot may not be used for any purpose other than (i) casting votes to accept or reject the Plan and (ii) transmitting the Third Party Release elections. If you believe you have received this Master Ballot in error, or if you believe that you have received the wrong Ballot, please contact the Voting and Claims Agent immediately at the address or telephone number set forth above.

**If the Voting and Claims Agent does not actually receive this Master Ballot on or before the Voting Deadline, which is 5:00 p.m. prevailing Central Time on September 18, 2020, then the Beneficial Holders' votes transmitted on such Master Ballot will NOT be counted.**

Before completing this Master Ballot, please read and follow the enclosed "Instructions for Completing this Master Ballot" carefully to ensure that you complete, execute and return this Master Ballot properly.

ARTICLE X OF THE PLAN CONTAINS RELEASE, EXCULPATION AND INJUNCTION PROVISIONS, WHICH ARE SET FORTH AT THE END OF THIS BALLOT. YOU SHOULD REVIEW THESE PROVISIONS CAREFULLY.



**Item 1. Certification of Authority to Vote.**

The undersigned hereby certifies that, as of the Voting Record Date (the close of business on August 14, 2020), the undersigned (please check the applicable box):

- is a Nominee for the Beneficial Holders of the aggregate principal amount of Class 4 Prepetition Notes Claims listed in Item 2 below and is the registered Holder of the Prepetition Notes Claims represented by any such Class 4 Prepetition Notes Claims; or
- is acting under a power of attorney and/or agency agreement (a copy of which will be provided upon request) granted by a Nominee that is the registered Holder of the aggregate principal amount of Class 4 Prepetition Notes Claims listed in Item 2 below; or
- has been granted a proxy (an original of which is annexed hereto) from (1) a Nominee or (2) a Beneficial Holder, that is the registered Holder of the aggregate amount of the Class 4 Prepetition Notes Claims listed in Item 2 below;

and, accordingly, has full power and authority to vote to accept or reject the Plan on behalf of the Beneficial Holders of the Class 4 Prepetition Notes Claims described in Item 2 below.

**Item 2. Class 4 Claims Vote.**

Number of Beneficial Holders: The undersigned transmits the following votes of Beneficial Holders in respect of their Class 4 Prepetition Notes Claims. The undersigned certifies that the following Beneficial Holders of Class 4 Prepetition Notes Claims, as identified by their respective customer account numbers set forth below, are Beneficial Holders of the Debtors’ Prepetition Notes as of the Voting Record Date and have delivered to the undersigned, as Nominee, Beneficial Holder Ballots or other customary and acceptable forms for conveying votes.

To Properly Complete the Following Table: Indicate in the appropriate column below the aggregate principal amount of Prepetition Notes voted for each account (please use additional sheets of paper if necessary and, if possible, attach such information to this Master Ballot in the form of the following table). Please note: (1) each account of a Beneficial Holder must vote all such Beneficial Holder’s Class 4 Prepetition Notes Claims to accept or reject the Plan and may not split such vote; and (2) do not count any Beneficial Holder Ballot executed by the Beneficial Holder that does not indicate an acceptance or rejection of the Plan or that indicates both an acceptance and a rejection of the Plan.

| Your Customer Account Number For Each Beneficial Holder of Voting Class 4 Prepetition Notes Claims | Face Amount of Prepetition Notes<br>In order to vote on the Plan, the Beneficial Holder must have checked a box in Item 2 on the Beneficial Holder Ballot to ACCEPT or REJECT the Plan. In addition, if the Beneficial Holder returned a signed Beneficial Holder Ballot but did not check a box in Item 2 or checked both boxes in Item 2, the Beneficial Holder Ballot will not be counted for purposes of determining acceptance or rejection of the Plan. |                 | Consent to Third Party Release<br>Check Below if Beneficial Holder checked the “Opt-Out Election” box in Item 2 on the Beneficial Holder Ballot. |
|--|---|-----------------|--|
|  | ACCEPT THE PLAN   | REJECT THE PLAN |  |
| 1.   | \$  | \$              | <input type="checkbox"/>   |
| 2.   | \$  | \$              | <input type="checkbox"/>   |
| 3.   | \$  | \$              | <input type="checkbox"/>   |
| 4.   | \$  | \$              | <input type="checkbox"/>   |
| 5.   | \$  | \$              | <input type="checkbox"/>   |
| 6.   | \$  | \$              | <input type="checkbox"/>   |
| 7.   | \$  | \$              | <input type="checkbox"/>   |
| 8.   | \$  | \$              | <input type="checkbox"/>   |
| 9.   | \$  | \$              | <input type="checkbox"/>   |
| 10.  | \$  | \$              | <input type="checkbox"/>   |
| <b>TOTALS:</b>   | \$  | \$              | <input type="checkbox"/>   |

**Item 3. Certification as to Transcription of Information from Item 3 of the Beneficial Holder Ballots as to Class 4 Claims Voted Through Other Beneficial Holder Ballots.**

The undersigned certifies that it has transcribed in the following table the information, if any, provided by Beneficial Holders in Item 3 of each of the Beneficial Holder’s original Beneficial Holder Ballots, identifying any Class 4 Prepetition Notes Claims for which such Beneficial Holders have submitted other Beneficial Holder Ballots other than to the undersigned:

| Your Customer Account Number For Each Beneficial Holder of Voting Class 4 Prepetition Notes Claims | TRANSCRIBE FROM ITEM 3 OF THE BENEFICIAL HOLDER BALLOTS: |                 |                |  | CUSIP of Other Class 4 Prepetition Notes Claims Voted |
|--|--|-----------------|----------------|--|---|
|  | Account Number   | Name of Nominee | Name of Holder | Principal Amount of Other Class 4 Prepetition Notes Claims Voted |   |
| 1.   |  |                 |                | \$   |   |
| 2.   |  |                 |                | \$   |   |
| 3.   |  |                 |                | \$   |   |
| 4.   |  |                 |                | \$   |   |
| 5.   |  |                 |                | \$   |   |
| 6.   |  |                 |                | \$   |   |
| 7.   |  |                 |                | \$   |   |
| 8.   |  |                 |                | \$   |   |
| 9.   |  |                 |                | \$   |   |
| 10.  |  |                 |                | \$   |   |

**Item 4. Certification.**

By signing this Master Ballot, the undersigned certifies to the Bankruptcy Court and the Debtors that:

- (a) it has received a copy of the Disclosure Statement, the Beneficial Holder Ballots and the Solicitation Package and has delivered the same to the Beneficial Holders listed on the Beneficial Holder Ballots;
- (b) it has received a completed and signed Beneficial Holder Ballot (or otherwise accepted and customary form for the conveyance of a vote) from each Beneficial Holder listed in Item 2 of this Master Ballot;
- (c) it is the Nominee of the Prepetition Notes being voted;
- (d) it has been authorized by each such Beneficial Holder to vote on the Plan and to make applicable elections;
- (e) it has properly disclosed:
  - i) the number of Beneficial Holders who completed Beneficial Holder Ballots;
  - ii) the respective amounts of the Class 4 Prepetition Notes Claims owned, as the case may be, by each Beneficial Holder who completed a Beneficial Holder Ballot;
  - iii) each such Beneficial Holder’s respective vote concerning the Plan and election to opt-out or not to opt-out of the Third Party Release;
  - iv) each such Beneficial Holder’s certification as to other Class 4 Prepetition Notes Claims voted; and
  - v) the customer account or other identification number for each such Beneficial Holder;
- (f) each such Beneficial Holder has certified to the undersigned that it is eligible to vote on the Plan; and
- (g) it will maintain Beneficial Holder Ballots and evidence of separate transactions returned by Beneficial Holders (whether properly completed or defective) for at least one year after the Effective Date of the Plan and disclose all such information to the Bankruptcy Court or the Debtors, as the case may be, if so ordered.

|   |                         |
|---|-------------------------|
| Name of Nominee:                                      |                         |
|   | (Print or Type)         |
| Participant Number:                                   |                         |
| Name of Proxy Holder or Agent for Nominee:            |                         |
|   | (Print or Type)         |
| Social Security or Federal Tax Identification Number: |                         |
| Signature:  |                         |
| Name of Signatory:                                    |                         |
|   | (If other than Nominee) |
| Title:  |                         |
| Address:  |                         |
|   |                         |
|   |                         |
| Date Completed:                                       |                         |

**PLEASE COMPLETE, SIGN, AND DATE THIS MASTER BALLOT AND RETURN IT PROMPTLY VIA FIRST CLASS MAIL, OVERNIGHT COURIER, EMAIL OR HAND DELIVERY TO:**

Hi-Crush Ballot Processing  
c/o KCC  
222 N. Pacific Coast Highway, Suite 300  
El Segundo, CA 90245  
Email: HiCrushinfo@kccllc.com  
Telephone: 877-499-4509 (Toll Free U.S. and Canada)  
917-281-4800 (International)

**IF THE VOTING AND CLAIMS AGENT DOES NOT ACTUALLY RECEIVE THIS MASTER BALLOT ON OR BEFORE 5:00 P.M. PREVAILING CENTRAL TIME ON SEPTEMBER 18, 2020, THE VOTES CAST HEREBY WILL NOT BE COUNTED.**

**BALLOTS SENT BY FACSIMILE OR TELECOPY WILL NOT BE ACCEPTED. MASTER BALLOTS MAY BE SUBMITTED BY EMAIL TO: *HiCrushinfo@kccllc.com***

**Class 4 — Nominees of Beneficial Holders of Prepetition Notes Claims**

**INSTRUCTIONS FOR COMPLETING THIS MASTER BALLOT**

1. The Debtors are soliciting the votes of Holders of Claims with respect to the Plan attached as Exhibit A to the Disclosure Statement. Capitalized terms used in the Master Ballot or in these instructions (the “**Master Ballot Instructions**”) but not otherwise defined therein or herein shall have the meaning set forth in the Plan, a copy of which also accompanies the Master Ballot.

**HOW TO VOTE:**

2. WITHIN FIVE (5) BUSINESS DAYS OF YOUR RECEIPT OF THE SOLICITATION PACKAGES, YOU MUST DISTRIBUTE SOLICITATION PACKAGE(S), INCLUDING BENEFICIAL HOLDERS BALLOTS, TO EACH BENEFICIAL HOLDER OF CLASS 4 PREPETITION NOTES CLAIMS AS OF THE VOTING RECORD DATE AND TAKE ANY ACTION REQUIRED TO ENABLE EACH SUCH BENEFICIAL HOLDER TO TIMELY VOTE THEIR CLAIMS.
3. IF YOU ARE BOTH THE RECORD HOLDER AND THE BENEFICIAL HOLDER OF ANY PRINCIPAL AMOUNT OF THE PREPETITION NOTES AND YOU WISH TO VOTE ANY CLASS 4 PREPETITION NOTES CLAIMS ON ACCOUNT THEREOF, THEN YOU MUST COMPLETE AND EXECUTE AN INDIVIDUAL BENEFICIAL HOLDER BALLOT AND RETURN THE SAME TO THE VOTING AND CLAIMS AGENT IN ACCORDANCE WITH THESE INSTRUCTIONS AND THE INSTRUCTIONS ATTACHED TO SUCH BENEFICIAL HOLDER BALLOT.
4. IF YOU ARE TRANSMITTING THE VOTES OF ANY BENEFICIAL HOLDERS OTHER THAN YOURSELF (I.E. YOU ARE A NOMINEE), YOU MAY, AT YOUR OPTION, ELECT TO PRE-VALIDATE THE BENEFICIAL HOLDER BALLOTS SENT TO YOU BY THE VOTING AND CLAIMS AGENT. BASED ON YOUR DECISION AS TO WHETHER OR NOT TO PRE-VALIDATE BENEFICIAL HOLDERS BALLOTS, THE INSTRUCTIONS IN EITHER PARAGRAPH (5) OR PARAGRAPH (6) BELOW APPLY (BUT NOT BOTH).
5. **PRE-VALIDATED BENEFICIAL HOLDER BALLOTS:** A NOMINEE “PRE-VALIDATES” A BENEFICIAL HOLDER BALLOT BY INDICATING THEREON THE RECORD HOLDER OF THE PREPETITION NOTES CLAIMS VOTED, THE AMOUNT OF THE PREPETITION NOTES HELD BY THE BENEFICIAL HOLDER AND THE APPROPRIATE ACCOUNT NUMBERS THROUGH WHICH THE BENEFICIAL HOLDER’S HOLDINGS ARE DERIVED. THE NOMINEE MUST ALSO COMPLETE AND EXECUTE THE CLASS 4 BENEFICIAL HOLDER BALLOT (OTHER THAN ITEM 2 AND ITEM 3 THEREIN). IF YOU CHOOSE TO PRE-VALIDATE INDIVIDUAL BENEFICIAL HOLDER BALLOTS, YOU MUST **IMMEDIATELY:** (A) “PRE-VALIDATE” THE INDIVIDUAL BENEFICIAL HOLDER BALLOT CONTAINED IN THE SOLICITATION PACKAGE SENT TO YOU BY THE VOTING AND CLAIMS AGENT AND (B) FORWARD THE SOLICITATION PACKAGE TO THE BENEFICIAL HOLDER FOR VOTING, INCLUDING:
  - i. the pre-validated Beneficial Holder Ballot;
  - ii. a return envelope addressed to the Voting and Claims Agent as follows: Hi-Crush Ballot Processing c/o KCC, 222 N. Pacific Coast Highway, Suite 300, El Segundo, CA 90245; and
  - iii. clear instructions stating that Beneficial Holders must return their pre-validated Beneficial Holder Ballot directly to the Voting and Claims Agent so that it is **actually received** by the Voting and Claims Agent on or before the Voting Deadline.

6. **NON-PRE-VALIDATED BENEFICIAL HOLDER BALLOTS: IF YOU DO NOT CHOOSE TO PRE-VALIDATE INDIVIDUAL BENEFICIAL HOLDER BALLOTS, YOU MUST:**
- i. **immediately** forward the Solicitation Package(s) sent to you by the Voting and Claims Agent to each Beneficial Holder for voting, including: (a) the Beneficial Holder Ballot; (b) a return envelope addressed to the Nominee; and (c) clear instructions stating that Beneficial Holders must return their Beneficial Holder Ballot directly to the Nominee so that it is **actually received** by the Nominee with enough time for the Nominee to prepare the Master Ballot in accordance with paragraph (ii) directly below and return the Master Ballot to the Voting and Claims Agent so it is **actually received** by the Voting and Claims Agent on or before the Voting Deadline; and
  - ii. upon receipt of completed, executed Beneficial Holder Ballots returned to you by a Beneficial Holder you must:
    - CHECK THE APPROPRIATE BOX IN ITEM 1 OF THE MASTER BALLOT;
    - COMPILE AND VALIDATE THE VOTES, ELECTIONS, AND OTHER RELEVANT INFORMATION OF EACH SUCH BENEFICIAL HOLDER IN ITEM 2 AND ITEM 3 OF THE MASTER BALLOT USING THE CUSTOMER ACCOUNT NUMBER OR OTHER IDENTIFICATION NUMBER ASSIGNED BY YOU TO EACH SUCH BENEFICIAL HOLDER;
    - DATE AND EXECUTE THE MASTER BALLOT;
    - TRANSMIT SUCH MASTER BALLOT TO THE VOTING AND CLAIMS AGENT BY THE VOTING DEADLINE; AND
    - RETAIN SUCH BENEFICIAL HOLDER BALLOTS IN YOUR FILES FOR A PERIOD OF AT LEAST ONE YEAR AFTER THE EFFECTIVE DATE OF THE PLAN (AS YOU MAY BE ORDERED TO PRODUCE THE BENEFICIAL HOLDER BALLOTS TO THE DEBTORS OR THE BANKRUPTCY COURT).<sup>3</sup>
7. IF A MASTER BALLOT IS RECEIVED **AFTER** THE VOTING DEADLINE, IT WILL NOT BE COUNTED, UNLESS THE DEBTORS HAVE GRANTED AN EXTENSION OF THE VOTING DEADLINE IN WRITING WITH RESPECT TO SUCH MASTER BALLOT. ADDITIONALLY, THE FOLLOWING MASTER BALLOTS (AND THEREFORE BENEFICIAL HOLDER BALLOTS REFLECTED THEREON) WILL **NOT** BE COUNTED:
- ANY MASTER BALLOT THAT IS ILLEGIBLE OR CONTAINS INSUFFICIENT INFORMATION TO PERMIT THE IDENTIFICATION OF THE HOLDER OF THE CLAIM;

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<sup>3</sup> In addition, you are authorized to collect votes to accept or to reject the Plan from Beneficial Holders in accordance with your customary practices, including the use of a “voting instruction form” in lieu of (or in addition to) a Beneficial Owner Ballot, and collecting votes from Beneficial Holders through online voting, by phone, facsimile, or other electronic means.

- ANY MASTER BALLOT CAST BY OR ON BEHALF OF AN ENTITY THAT DOES NOT HOLD A CLAIM IN ONE OF THE VOTING CLASSES;
  - ANY MASTER BALLOT THAT (A) IS PROPERLY COMPLETED, EXECUTED AND TIMELY FILED, BUT DOES NOT INDICATE AN ACCEPTANCE OR REJECTION OF THE PLAN, OR (B) WITH RESPECT TO A SINGLE ACCOUNT NUMBER, INDICATES BOTH AN ACCEPTANCE AND REJECTION OF THE PLAN, OR (C) WITH RESPECT TO A SINGLE ACCOUNT NUMBER, PARTIALLY ACCEPTS AND PARTIALLY REJECTS THE PLAN;
  - ANY MASTER BALLOT CAST FOR A CLAIM THAT IS SUBJECT TO AN OBJECTION PENDING AS OF THE VOTING RECORD DATE (EXCEPT AS OTHERWISE PROVIDED IN THE DISCLOSURE STATEMENT ORDER);
  - ANY MASTER BALLOT SENT TO THE DEBTORS, THE DEBTORS' AGENTS/REPRESENTATIVES (OTHER THAN THE VOTING AND CLAIMS AGENT), ANY INDENTURE TRUSTEE OR THE DEBTORS' FINANCIAL OR LEGAL ADVISORS;
  - ANY MASTER BALLOT TRANSMITTED BY FACSIMILE OR TELECOPY;
  - ANY UNSIGNED MASTER BALLOT; OR
  - ANY MASTER BALLOT NOT CAST IN ACCORDANCE WITH THE PROCEDURES APPROVED IN THE DISCLOSURE STATEMENT ORDER.
8. ANY BALLOT RETURNED TO YOU BY A BENEFICIAL HOLDER OF A CLAIM SHALL NOT BE COUNTED FOR PURPOSES OF ACCEPTING OR REJECTING THE PLAN UNTIL YOU PROPERLY COMPLETE AND DELIVER TO THE VOTING AND CLAIMS AGENT A MASTER BALLOT THAT REFLECTS THE VOTE OF SUCH BENEFICIAL HOLDERS BY THE VOTING DEADLINE OR OTHERWISE VALIDATE THE BENEFICIAL HOLDER BALLOT IN A MANNER ACCEPTABLE TO THE VOTING AND CLAIMS AGENT.
9. THE METHOD OF DELIVERY OF MASTER BALLOTS TO THE VOTING AND CLAIMS AGENT IS AT THE ELECTION AND RISK OF EACH NOMINEE. EXCEPT AS OTHERWISE PROVIDED HEREIN, SUCH DELIVERY WILL BE DEEMED MADE ONLY WHEN THE VOTING AND CLAIMS AGENT **ACTUALLY RECEIVES** THE ORIGINALLY EXECUTED MASTER BALLOT. INSTEAD OF EFFECTING DELIVERY BY FIRST-CLASS MAIL, IT IS RECOMMENDED, THOUGH NOT REQUIRED, THAT NOMINEES USE AN OVERNIGHT OR HAND DELIVERY SERVICE OR SUBMIT THEIR BALLOTS VIA EMAIL. IN ALL CASES, NOMINEES SHOULD ALLOW SUFFICIENT TIME TO ASSURE TIMELY DELIVERY.
10. IF MULTIPLE MASTER BALLOTS ARE RECEIVED FROM THE SAME NOMINEE WITH RESPECT TO THE SAME BENEFICIAL HOLDER BALLOT BELONGING TO A BENEFICIAL HOLDER OF A CLAIM PRIOR TO THE VOTING DEADLINE, THE LAST MASTER BALLOT TIMELY RECEIVED WILL SUPERSEDE AND REVOKE ANY EARLIER RECEIVED MASTER BALLOTS. IF YOU RECEIVE MORE THAN ONE BENEFICIAL HOLDER BALLOT FROM THE SAME BENEFICIAL HOLDER, THE LATEST DATED BENEFICIAL HOLDER BALLOT YOU RECEIVE BEFORE YOU SUBMIT THE MASTER BALLOT SHALL BE DEEMED TO SUPERSEDE ANY PRIOR BENEFICIAL



HOLDER BALLOTS SUBMITTED BY SUCH BENEFICIAL HOLDER AND YOU SHOULD COMPLETE THE MASTER BALLOT ACCORDINGLY.

11. THE MASTER BALLOT IS NOT A LETTER OF TRANSMITTAL AND MAY NOT BE USED FOR ANY PURPOSE OTHER THAN TO VOTE TO ACCEPT OR REJECT THE PLAN. ACCORDINGLY, AT THIS TIME, HOLDERS OF CLAIMS SHOULD NOT SURRENDER CERTIFICATES OR INSTRUMENTS REPRESENTING OR EVIDENCING THEIR CLAIMS AND YOU SHOULD NOT ACCEPT DELIVERY OF ANY SUCH CERTIFICATES OR INSTRUMENTS SURRENDERED TOGETHER WITH A BENEFICIAL HOLDER BALLOT.
12. THIS MASTER BALLOT DOES NOT CONSTITUTE, AND SHALL NOT BE DEEMED TO BE, (A) A PROOF OF CLAIM OR (B) AN ASSERTION OR ADMISSION OF A CLAIM.
13. PLEASE BE SURE TO PROPERLY EXECUTE YOUR MASTER BALLOT. YOU MUST: (A) SIGN AND DATE YOUR MASTER BALLOT; (B) IF APPLICABLE, INDICATE THAT YOU ARE SIGNING A MASTER BALLOT IN YOUR CAPACITY AS A TRUSTEE, EXECUTOR, ADMINISTRATOR, GUARDIAN, ATTORNEY IN FACT, OFFICER OF A CORPORATION OR OTHERWISE ACTING IN A FIDUCIARY OR REPRESENTATIVE CAPACITY AND, IF REQUIRED OR REQUESTED BY THE VOTING AND CLAIMS AGENT, THE DEBTORS OR THE BANKRUPTCY COURT, SUBMIT PROPER EVIDENCE TO THE REQUESTING PARTY TO SO ACT ON BEHALF OF SUCH BENEFICIAL HOLDER; AND (C) PROVIDE YOUR NAME AND MAILING ADDRESS IF IT IS DIFFERENT FROM THAT SET FORTH ON THE ATTACHED MAILING LABEL OR IF NO SUCH MAILING LABEL IS ATTACHED TO THE MASTER BALLOT.
14. NO FEES OR COMMISSIONS OR OTHER REMUNERATION WILL BE PAYABLE TO ANY NOMINEE FOR SOLICITING BENEFICIAL HOLDER BALLOTS ACCEPTING OR REJECTING THE PLAN. THE DEBTORS WILL, HOWEVER, UPON REQUEST, REIMBURSE YOU FOR CUSTOMARY MAILING AND HANDLING EXPENSES INCURRED BY YOU IN FORWARDING THE BENEFICIAL HOLDER BALLOTS AND OTHER ENCLOSED MATERIALS TO YOUR CUSTOMERS.
15. IF THE RESTRUCTURING SUPPORT AGREEMENT (AS DEFINED IN THE PLAN) TERMINATES IN ACCORDANCE WITH ITS TERMS AND IF YOU OR THE BENEFICIAL HOLDER ARE A "CONSENTING NOTEHOLDER" AS DEFINED IN THE RESTRUCTURING SUPPORT AGREEMENT, THEN YOUR MASTER BALLOT AND ANY RELATED BENEFICIAL HOLDER BALLOTS WITH RESPECT TO THE CLAIMS OF SUCH CONSENTING NOTEHOLDERS SHALL BE IMMEDIATELY REVOKED AND DEEMED VOID *AB INITIO*, WITHOUT ANY FURTHER NOTICE TO OR ACTION, ORDER, OR APPROVAL OF THE BANKRUPTCY COURT.

**PLEASE RETURN YOUR MASTER BALLOT PROMPTLY!**

**IF YOU HAVE ANY QUESTIONS REGARDING THIS MASTER BALLOT  
OR THE VOTING INSTRUCTIONS OR PROCEDURES, PLEASE CONTACT**

**THE VOTING AND CLAIMS AGENT AT:**

**877-499-4509 (Toll Free U.S. and Canada) or 917-281-4800 (International)**

**Or via email: [HiCrushinfo@kccllc.com](mailto:HiCrushinfo@kccllc.com)**

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|---|
| <p><b>NOTHING CONTAINED HEREIN OR IN THE ENCLOSED DOCUMENTS SHALL RENDER YOU OR ANY OTHER ENTITY THE AGENT OF THE DEBTORS OR THE VOTING AND CLAIMS AGENT OR AUTHORIZE YOU OR ANY OTHER ENTITY TO USE ANY DOCUMENT OR MAKE ANY STATEMENTS ON BEHALF OF THE DEBTORS WITH RESPECT TO THE PLAN.</b></p> |
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**IF THE VOTING AND CLAIMS AGENT DOES NOT ACTUALLY RECEIVE THIS MASTER BALLOT ON OR BEFORE THE VOTING DEADLINE, WHICH IS 5:00 P.M. PREVAILING CENTRAL TIME ON SEPTEMBER 18, 2020, THEN THE VOTES TRANSMITTED THEREBY WILL NOT BE COUNTED.**

NO PERSON HAS BEEN AUTHORIZED TO GIVE ANY INFORMATION OR ADVICE, OR TO MAKE ANY REPRESENTATION, REGARDING THE DEBTORS OR THE PLAN, OTHER THAN WHAT IS CONTAINED IN THE SOLICITATION PACKAGE MAILED HEREWITH.

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.**

**Article X.H – Binding Nature Of Plan**

**ON THE EFFECTIVE DATE, AND EFFECTIVE AS OF THE EFFECTIVE DATE, THE PLAN SHALL BIND, AND SHALL BE DEEMED BINDING UPON, THE DEBTORS, THE REORGANIZED DEBTORS, ANY AND ALL HOLDERS OF CLAIMS AGAINST AND EQUITY INTERESTS IN THE DEBTORS, ALL PERSONS AND ENTITIES THAT ARE PARTIES TO OR ARE SUBJECT TO THE SETTLEMENTS, COMPROMISES, RELEASES, EXCULPATIONS, DISCHARGES, AND INJUNCTIONS DESCRIBED IN THE PLAN, EACH PERSON AND ENTITY ACQUIRING PROPERTY UNDER THIS PLAN, ANY AND ALL NON-DEBTOR PARTIES TO EXECUTORY CONTRACTS AND UNEXPIRED LEASES WITH THE DEBTORS AND THE RESPECTIVE SUCCESSORS AND ASSIGNS OF EACH OF THE FOREGOING, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, AND NOTWITHSTANDING WHETHER OR NOT SUCH PERSON OR ENTITY (I) WILL RECEIVE OR RETAIN ANY PROPERTY, OR INTEREST IN PROPERTY, UNDER THE PLAN, (II) HAS FILED A PROOF OF CLAIM OR INTEREST IN THE CHAPTER 11 CASES OR (III) FAILED TO VOTE TO ACCEPT OR REJECT THE PLAN, AFFIRMATIVELY VOTED TO REJECT THIS PLAN OR IS CONCLUSIVELY PRESUMED TO REJECT THE PLAN.**

**Relevant Definitions Related to Release and Exculpation Provisions:**

“*Exculpated Parties*” means, collectively, the following:

- (a) the Debtors;
- (b) the Reorganized Debtors;
- (c) the Prepetition Credit Agreement Agent;
- (d) the Prepetition Credit Agreement Lenders;
- (e) the Prepetition Notes Indenture Trustee;
- (f) the DIP Agents;
- (g) the DIP Lenders;
- (h) the Ad Hoc Noteholder Committee and the members thereof in their capacities as such;
- (i) the Consenting Noteholders;
- (j) the Backstop Parties;
- (k) the Distribution Agents;
- (l) the Exit Facility Agent;
- (m) the Exit Facility Lenders;
- (n) the New Secured Convertible Notes Indenture Trustee;
- (o) the New Secured Convertible Noteholders;
- (p) the Releasing Old Parent Interestholders; and

(q) with respect to each of the foregoing Persons or Entities in clauses (a) through (p), the Related Persons of each such Person or Entity, in each case solely in their capacity as such.

“*Indemnified Parties*” means each of the Debtors’ and their respective subsidiaries’ current and former directors, officers, and managers in their respective capacities as such, and solely to the extent that such Person was serving in such capacity on or any time after the Petition Date; provided, that the Designated Persons shall not be Indemnified Parties under the Plan.

“*Non-Debtor Releasing Parties*” means, collectively, the following:

- (a) the Prepetition Credit Agreement Agent;
- (b) the Prepetition Credit Agreement Lenders;
- (c) the Prepetition Notes Indenture Trustee;
- (d) the DIP Agents;
- (e) the DIP Lenders;
- (f) the Ad Hoc Noteholder Committee and the members thereof in their capacities as such;
- (g) the Releasing Prepetition Noteholders;
- (h) the Backstop Parties;
- (i) the Distribution Agents;
- (j) the Exit Facility Agent and the Exit Facility Lenders;
- (k) the New Secured Convertible Notes Indenture Trustee and the New Secured Convertible Noteholders;
- (l) those Holders of Claims deemed to accept the Plan that do not affirmatively opt out of the Third Party Release as provided on their respective Ballots/Opt-Out Forms;
- (m) those Holders of General Unsecured Claims that do not affirmatively opt out of the Third Party Release as provided on their respective Ballots/Opt-Out Forms;
- (n) all Holders of Claims that vote to accept the Plan; and
- (o) the Releasing Old Parent Interests holders.

“Released Party” means, collectively, the following:

- (a) the Debtors;
- (b) the Reorganized Debtors;
- (c) the Prepetition Credit Agreement Agent;
- (d) the Prepetition Credit Agreement Lenders;
- (e) the Prepetition Notes Indenture Trustee;

- (f) the DIP Agents;
- (g) the DIP Lenders;
- (h) the Ad Hoc Noteholder Committee and the members thereof in their capacities as such;
- (i) the Releasing Prepetition Noteholders;
- (j) the Backstop Parties;
- (k) the Distribution Agents;
- (l) the Exit Facility Agent and the Exit Facility Lenders;
- (m) the New Secured Convertible Notes Indenture Trustee and the New Secured Convertible Noteholders;
- (n) the Releasing Old Parent Interests holders; and
- (o) with respect to each of the foregoing Persons or Entities in clauses (a) through (n), the Related Persons of each such Person or Entity, in each case solely in their capacity as such; provided, that the Designated Persons shall not be Released Parties under the Plan.

**EXHIBIT 6C**

**Class 5 Ballot**



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

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

**BALLOT FOR  
CLASS 5 – GENERAL UNSECURED CLAIMS**

PLEASE READ AND FOLLOW THE ENCLOSED INSTRUCTIONS FOR COMPLETING THIS BALLOT  
CAREFULLY BEFORE COMPLETING THIS BALLOT.

**IN ORDER FOR YOUR VOTE TO BE COUNTED, ALL BALLOTS MUST BE COMPLETED,  
EXECUTED AND RETURNED SO AS TO BE ACTUALLY RECEIVED BY KURTZMAN CARSON  
CONSULTANTS LLC (THE “VOTING AND CLAIMS AGENT” OR “KCC”) ON OR BEFORE 5:00 P.M.  
PREVAILING CENTRAL TIME ON SEPTEMBER 18, 2020 (THE “VOTING DEADLINE”).**

The above-captioned debtors and debtors in possession (collectively, the **“Debtors”**) are soliciting votes with respect to the *Joint Plan of Reorganization for Hi-Crush Inc. and Its Affiliate Debtors Under Chapter 11 of the Bankruptcy Code* (as may be amended from time to time, the **“Plan”**) as set forth in the Disclosure Statement for the Plan (as may be amended from time to time, the **“Disclosure Statement”**). Capitalized terms used but not otherwise defined herein shall have the meanings set forth in the Plan.

You are receiving this Ballot because our records indicate that you are a Holder of a Claim that is not a/an Administrative Claim; DIP Facility Claim; Professional Fee Claim; Priority Tax Claim; Secured Tax Claim; Other Priority Claim; Other Secured Claim; Prepetition Credit Agreement Claim; Prepetition Notes Claim; Intercompany Claim; or 510(b) Equity Claim (a **“General Unsecured Claim”**) as of the close of business on August 14, 2020 (the **“Voting Record Date”**). Accordingly, you have a right to vote to accept or reject the Plan.

Your rights are described in the Disclosure Statement, which is included (along with the Plan, the Confirmation Hearing Notice and certain other materials) in the Solicitation Package you are receiving with this Ballot. If you need to obtain additional solicitation materials, you may contact the Debtors’ Voting and Claims Agent by: (1) visiting the Debtors’ restructuring website at [www.kccllc.net/hicrush](http://www.kccllc.net/hicrush); (2) writing to Hi-Crush Ballot Processing c/o KCC, 222 N. Pacific Coast Highway, Suite 300, El Segundo, CA 90245; and/or (3) calling the Debtors’ restructuring hotline at 866-554-5810 (Toll Free U.S. or Canada) or 781-575-2032 (International). You may also obtain these documents (other than a Ballot) and any other pleadings filed in the Debtors’ Chapter 11 Cases (once the Chapter 11 Cases are commenced and for a fee) via PACER at: <https://www.txs.uscourts.gov/bankruptcy> or free of charge at [www.kccllc.net/hicrush](http://www.kccllc.net/hicrush).

<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.

This Ballot may not be used for any purpose other than (i) casting votes to accept or reject the Plan and (ii) opting out of the Third Party Release. If you believe you have received this Ballot in error, or if you believe that you have received the wrong Ballot, please contact the Voting and Claims Agent immediately at the address, email address, or telephone number set forth above.

You should review the Disclosure Statement and the Plan in their entirety before you vote. You may wish to seek legal advice concerning the Plan and the Plan’s classification and treatment of your Claim. Your Claim has been placed in Class 5 – General Unsecured Claims under the Plan. The Bankruptcy Court can confirm the Plan and bind you if the Plan is accepted by the Holders of at least two-thirds in amount and more than one-half in number of the allowed Claims in each impaired Class who vote on the Plan and if the Plan otherwise satisfies the applicable requirements of Bankruptcy Code Section 1129(a). If the requisite acceptances are not obtained, the Bankruptcy Court nonetheless may confirm the Plan if it finds that the Plan (a) provides fair and equitable treatment to, and does not unfairly discriminate against, each Class rejecting the Plan and (b) otherwise satisfies the requirements of Bankruptcy Code Section 1129(b). If the Plan is confirmed by the Bankruptcy Court, it will be binding on you whether or not you vote or affirmatively vote to reject the Plan. To have your vote counted, you must complete, sign and return this Ballot pursuant to the instructions provided herein, so that your vote is received by the Voting and Claims Agent by the Voting Deadline.

Before completing this Ballot, please read and follow the enclosed “Instructions for Completing this Ballot” carefully to ensure that you complete, execute and return this Ballot properly.

There are two ways by which you may submit your Ballot. You may return your Ballot to the Voting and Claims Agent via mail by following the instructions set forth below or you may submit your Ballot via the Voting and Claims Agent’s online portal. To submit your Ballot via the Voting and Claims Agent’s online portal, please visit [www.kccllc.net/hicrush](http://www.kccllc.net/hicrush). Click on the “E-Ballot” section of the website and follow the instructions to submit your Ballot.

IMPORTANT NOTE: You will need the following information to retrieve and submit your customized electronic Ballot:

Unique E-Ballot Form ID#: \_\_\_\_\_

The Voting and Claims Agent’s online portal is the sole manner in which Ballots will be accepted via electronic or online transmission.

**Item 1. Amount of Claim.**

The undersigned hereby certifies that as of the Voting Record Date, the undersigned was the Holder of Class 5 – General Unsecured Claims in the following aggregate unpaid principal amount, without regard to any accrued but unpaid interest.

\$ \_\_\_\_\_

**Item 2. Vote on Plan.**

The Holder of the Class 5 – General Unsecured Claims against the Debtors set forth in Item 1 above votes to (please check one box below):

|   |   |
|---|---|
| <input type="checkbox"/> <b><u>ACCEPT</u></b> (vote FOR) the Plan | <input type="checkbox"/> <b><u>REJECT</u></b> (vote AGAINST) the Plan |
|---|---|

THE DEBTORS RECOMMEND THAT YOU VOTE TO ACCEPT THE PLAN.

**IMPORTANT INFORMATION REGARDING THE RELEASE OF CLAIMS BY THIRD PARTIES**

ARTICLE X OF THE PLAN CONTAINS RELEASE, EXCULPATION AND INJUNCTION PROVISIONS, WHICH ARE SET FORTH AT THE END OF THIS BALLOT. YOU SHOULD REVIEW THESE PROVISIONS CAREFULLY.

**If you vote to accept the plan, you will be deemed to have consented to the Third Party Release set forth in Article X.B.2 of the Plan. If you vote to reject the Plan or abstain from voting, you may elect not to grant the Third Party Release contained in Article X.B.2 of the Plan. Check the box below if you elect not to grant the Third Party Release contained in Article X.B.2 of the Plan. Election to withhold consent is at your option. If you submit your Ballot with this box checked, then you will be deemed NOT to consent to the Third Party Release set forth in Article X.B.2 of the Plan. PLEASE BE ADVISED THAT BY NOT CHECKING THE BOX BELOW YOU ELECT TO GRANT THE THIRD PARTY RELEASE IN EACH AND EVERY CAPACITY IN WHICH YOU HOLD A CLAIM AGAINST, OR INTEREST IN, ANY OF THE DEBTORS. YOU MUST AFFIRMATIVELY CHECK THE BOX BELOW IN ORDER TO OPT-OUT OF THE THIRD PARTY RELEASE.**

**PLEASE ALSO BE ADVISED THAT THE DEBTOR RELEASE CONTAINED IN ARTICLE X.B.1 OF THE PLAN WILL BE INCLUDED IN THE CONFIRMATION ORDER AND THAT IT IS SEPARATE FROM AND INDEPENDENT OF THE THIRD PARTY RELEASE. IF YOU OBJECT TO THE DEBTOR RELEASE, YOU MUST FILE A SEPARATE OBJECTION WITH THE BANKRUPTCY COURT IN ACCORDANCE WITH THE PROCEDURES DESCRIBED IN THE DISCLOSURE STATEMENT ORDER.**

OPT-OUT ELECTION: The undersigned elects to opt-out of the Third Party Release contained in Article X.B.2 of the Plan.

**Item 3. Certifications.**

By signing this Ballot, the undersigned certifies to the Bankruptcy Court and the Debtors:

- a. that either: (i) the undersigned is the Holder of the Class 5 – General Unsecured Claims being voted; or (ii) the undersigned is an authorized signatory for an Entity that is a Holder of the Class 5 – General Unsecured Claims being voted, and, in either case, has full power and authority to vote to accept or reject the Plan with respect to the Claims identified in Item 1 above;
- b. that the undersigned (or in the case of an authorized signatory, the Holder) has received a copy of the Disclosure Statement and the Solicitation Package and acknowledges that the solicitation is being made pursuant to the terms and conditions set forth therein;
- c. that the undersigned has cast the same vote with respect to all Class 5 – General Unsecured Claims in a single Class; and
- d. that no other Ballots with respect to the amount of the Class 5 – General Unsecured Claims identified in Item 1 above have been cast or, if any other Ballots have been cast with respect to such Class 5 Claims, then any such earlier Ballots are hereby revoked.

YOUR RECEIPT OF THIS BALLOT DOES NOT SIGNIFY THAT YOUR CLAIM OR INTEREST HAS BEEN OR WILL BE ALLOWED.

|  |                               |
|--|-------------------------------|
| <b>Name of Holder:</b> _____                                       | <b>(Print or Type)</b>        |
| <b>Social Security or Federal Tax Identification Number:</b> _____ |                               |
| <b>Signature:</b> _____  |                               |
| <b>Name of Signatory:</b> _____                                    | <b>(If other than Holder)</b> |
| <b>Title:</b> _____  |                               |
| <b>Address:</b> _____  |                               |
| _____  |                               |
| _____  |                               |
| <b>Date Completed:</b> _____                                       |                               |

No fees, commissions or other remuneration will be payable to any person for soliciting votes on the Plan.

If your address or contact information has changed, please note the new information here.

**PLEASE COMPLETE, SIGN AND DATE THIS BALLOT AND RETURN IT PROMPTLY IN THE ENVELOPE PROVIDED TO THE ADDRESSEE SPECIFIED THEREON.**

IF THE VOTING AND CLAIMS AGENT DOES NOT ACTUALLY RECEIVE THIS BALLOT OR BEFORE 5:00 P.M. PREVAILING CENTRAL TIME ON SEPTEMBER 18, 2020, THEN YOUR VOTE TRANSMITTED BY THIS BALLOT WILL NOT BE COUNTED TOWARD CONFIRMATION OF THE PLAN.

BALLOTS SENT BY FACSIMILE, TELECOPY, OR ELECTRONIC MAIL (OTHER THAN THROUGH THE VOTING AND CLAIMS AGENT'S ONLINE PORTAL IN ACCORDANCE WITH THE BELOW) WILL NOT BE ACCEPTED

|   |
|---|
| <b>Class 5 – General Unsecured Claims</b> |
|---|

**INSTRUCTIONS FOR COMPLETING THIS BALLOT**

1. The Debtors are soliciting the votes of Holders of Claims with respect to the Plan attached as Exhibit A to the Disclosure Statement. Capitalized terms used in the Ballot or in these instructions (the “**Ballot Instructions**”) but not otherwise defined therein or herein shall have the meaning set forth in the Plan, a copy of which also accompanies the Ballot.
  
2. To ensure that your vote is counted, you must complete the Ballot and take the following steps: (a) make sure that the information required by Item 1 above has been correctly inserted; (b) clearly indicate your decision either to accept or reject the Plan in the boxes provided in Item 2 above; and (c) sign, date and return an original of your Ballot in accordance with paragraph 3 directly below.
  
3. **Return of Ballots:** Your Ballot **MUST** be returned to the Voting and Claims Agent so as to be **actually received** by the Voting and Claims Agent on or before the Voting Deadline, which is 5:00 p.m. Prevailing Central Time on September 18, 2020. To ensure your vote is counted toward confirmation of the Plan, you must return your completed Ballot directly to the Voting and Claims Agent so that it is **actually received** by the Voting and Claims Agent on or before the Voting Deadline. To submit your Ballot via the Voting and Claims Agent’s online portal, please visit [www.kccllc.net/hicrush](http://www.kccllc.net/hicrush). Click on the “E-Ballot” section of the website and follow the instructions to submit your Ballot, using your Unique E-Ballot Form ID# set forth above..
  
4. If a Ballot is received by the Voting and Claims Agent after the Voting Deadline, it will not be counted, unless the Debtors have granted an extension of the Voting Deadline in writing with respect to such Ballot. Additionally, the following Ballots will **NOT** be counted:
  - ANY BALLOT THAT IS ILLEGIBLE OR CONTAINS INSUFFICIENT INFORMATION TO PERMIT THE IDENTIFICATION OF THE HOLDER OF THE CLAIM;
  - ANY BALLOT CAST BY OR ON BEHALF OF AN ENTITY THAT DOES NOT HOLD A CLAIM IN ONE OF THE VOTING CLASSES;
  - ANY BALLOT CAST FOR A CLAIM LISTED IN THE SCHEDULES AS CONTINGENT, UNLIQUIDATED OR DISPUTED FOR WHICH THE APPLICABLE BAR DATE HAS PASSED AND NO PROOF OF CLAIM WAS TIMELY FILED;
  - ANY BALLOT THAT (A) IS PROPERLY COMPLETED, EXECUTED AND TIMELY FILED, BUT DOES NOT INDICATE AN ACCEPTANCE OR REJECTION OF THE PLAN, OR (B) INDICATES BOTH AN ACCEPTANCE AND REJECTION OF THE PLAN, OR (C) PARTIALLY ACCEPTS AND PARTIALLY REJECTS THE PLAN;
  - ANY BALLOT CAST FOR A CLAIM THAT IS SUBJECT TO AN OBJECTION PENDING AS OF THE VOTING RECORD DATE (EXCEPT AS OTHERWISE PROVIDED IN THE DISCLOSURE STATEMENT ORDER);
  - ANY BALLOT SENT TO THE DEBTORS, THE DEBTORS’ AGENTS/REPRESENTATIVES (OTHER THAN THE VOTING AND CLAIMS AGENT), ANY INDENTURE TRUSTEE OR THE DEBTORS’ FINANCIAL OR LEGAL ADVISORS;
  - ANY BALLOT TRANSMITTED BY FACSIMILE, TELECOPY, OR ELECTRONIC MAIL (OTHER THAN THROUGH THE VOTING AND CLAIMS AGENT’S ONLINE PORTAL);
  - ANY UNSIGNED BALLOT; OR

- ANY BALLOT NOT CAST IN ACCORDANCE WITH THE PROCEDURES APPROVED IN THE DISCLOSURE STATEMENT ORDER.
5. The method of delivery of Ballots to the Voting and Claims Agent is at the election and risk of each Holder of a General Unsecured Claim. Except as otherwise provided herein, such delivery will be deemed made to the Voting and Claims Agent only when the Voting and Claims Agent **actually receives** the originally executed Ballot. Instead of effecting delivery by first-class mail, it is recommended, though not required, that Holders use an overnight or hand delivery service. In all cases, Holders should allow sufficient time to assure timely delivery.
  6. If multiple Ballots are received from the same Holder of a Class 5 – General Unsecured Claim with respect to the same Class 5 Claim prior to the Voting Deadline, the last Ballot timely received will supersede and revoke any earlier received Ballots.
  7. You must vote all of your General Unsecured Claims within Class 5 either to accept or reject the Plan and may not split your vote. Further, if a Holder has multiple General Unsecured Claims within Class 5, the Debtors may, in their discretion, aggregate the Claims of any particular Holder with multiple General Unsecured Claims within Class 5 for the purpose of counting votes.
  8. The Ballot is not a letter of transmittal and may not be used for any purpose other than (i) to vote to accept or reject the Plan and (ii) opt-out of the Third Party Release. Accordingly, at this time, Holders of Claims should not surrender certificates or instruments representing or evidencing their Claims, and neither the Debtors nor the Voting and Claims Agent will accept delivery of any such certificates or instruments surrendered together with a Ballot.
  9. This Ballot does not constitute, and shall not be deemed to be, (a) a proof of Claim or (b) an assertion or admission of a Claim.
  10. Please be sure to sign and date your Ballot. If you are signing a Ballot in your capacity as a trustee, executor, administrator, guardian, attorney in fact, officer of a corporation or otherwise acting in a fiduciary or representative capacity, you must indicate such capacity when signing and, if required or requested by the Voting and Claims Agent, the Debtors or the Bankruptcy Court, must submit proper evidence to the requesting party to so act on behalf of such Holder. In addition, please provide your name and mailing address if it is different from that set forth on the attached mailing label or if no such mailing label is attached to the Ballot.
  11. If you hold Claims in more than one Class under the Plan you may receive more than one Ballot coded for each different Class. Each Ballot votes only your Claims indicated on that Ballot, so please complete and return each Ballot and/or Ballot that you received.

**PLEASE RETURN YOUR BALLOT PROMPTLY!**

**IF YOU HAVE ANY QUESTIONS REGARDING THIS BALLOT  
OR THE VOTING INSTRUCTIONS OR PROCEDURES, PLEASE CONTACT**

**THE VOTING AND CLAIMS AGENT AT:**

**866-554-5810 (Toll Free U.S. and Canada) or 781-575-2032 (International)**

**Or via email: HiCrushinfo@kccllc.com**

**IF THE VOTING AND CLAIMS AGENT DOES NOT ACTUALLY RECEIVE THIS BALLOT  
FROM YOU BEFORE THE VOTING DEADLINE, WHICH IS 5:00 P.M. PREVAILING  
CENTRAL TIME ON SEPTEMBER 18, 2020, THEN YOUR VOTE TRANSMITTED HEREBY  
WILL NOT BE COUNTED.**

NO PERSON HAS BEEN AUTHORIZED TO GIVE ANY INFORMATION OR ADVICE, OR TO MAKE ANY REPRESENTATION, REGARDING THE DEBTORS OR THE PLAN, OTHER THAN WHAT IS CONTAINED IN THE SOLICITATION PACKAGE MAILED HEREWITH.

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.**

**Article X.H – Binding Nature Of Plan**

**ON THE EFFECTIVE DATE, AND EFFECTIVE AS OF THE EFFECTIVE DATE, THE PLAN SHALL BIND, AND SHALL BE DEEMED BINDING UPON, THE DEBTORS, THE REORGANIZED DEBTORS, ANY AND ALL HOLDERS OF CLAIMS AGAINST AND EQUITY INTERESTS IN THE DEBTORS, ALL PERSONS AND ENTITIES THAT ARE PARTIES TO OR ARE SUBJECT TO THE SETTLEMENTS, COMPROMISES, RELEASES, EXCULPATIONS, DISCHARGES, AND INJUNCTIONS DESCRIBED IN THE PLAN, EACH PERSON AND ENTITY ACQUIRING PROPERTY UNDER THIS PLAN, ANY AND ALL NON-DEBTOR PARTIES TO EXECUTORY CONTRACTS AND UNEXPIRED LEASES WITH THE DEBTORS AND THE RESPECTIVE SUCCESSORS AND ASSIGNS OF EACH OF THE FOREGOING, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, AND NOTWITHSTANDING WHETHER OR NOT SUCH PERSON OR ENTITY (I) WILL RECEIVE OR RETAIN ANY PROPERTY, OR INTEREST IN PROPERTY, UNDER THE PLAN, (II) HAS FILED A PROOF OF CLAIM OR INTEREST IN THE CHAPTER 11 CASES OR (III) FAILED TO VOTE TO ACCEPT OR REJECT THE PLAN, AFFIRMATIVELY VOTED TO REJECT THIS PLAN OR IS CONCLUSIVELY PRESUMED TO REJECT THE PLAN.**

**Relevant Definitions Related to Release and Exculpation Provisions:**

“*Exculpated Parties*” means, collectively, the following:

- (a) the Debtors;
- (b) the Reorganized Debtors;
- (c) the Prepetition Credit Agreement Agent;
- (d) the Prepetition Credit Agreement Lenders;
- (e) the Prepetition Notes Indenture Trustee;
- (f) the DIP Agents;
- (g) the DIP Lenders;
- (h) the Ad Hoc Noteholder Committee and the members thereof in their capacities as such;
- (i) the Consenting Noteholders;
- (j) the Backstop Parties;
- (k) the Distribution Agents;
- (l) the Exit Facility Agent;
- (m) the Exit Facility Lenders;
- (n) the New Secured Convertible Notes Indenture Trustee;
- (o) the New Secured Convertible Noteholders;
- (p) the Releasing Old Parent Interestholders; and

(q) with respect to each of the foregoing Persons or Entities in clauses (a) through (p), the Related Persons of each such Person or Entity, in each case solely in their capacity as such.

“*Indemnified Parties*” means each of the Debtors’ and their respective subsidiaries’ current and former directors, officers, and managers in their respective capacities as such, and solely to the extent that such Person was serving in such capacity on or any time after the Petition Date; provided, that the Designated Persons shall not be Indemnified Parties under the Plan.

“*Non-Debtor Releasing Parties*” means, collectively, the following:

- (a) the Prepetition Credit Agreement Agent;
- (b) the Prepetition Credit Agreement Lenders;
- (c) the Prepetition Notes Indenture Trustee;
- (d) the DIP Agents;
- (e) the DIP Lenders;
- (f) the Ad Hoc Noteholder Committee and the members thereof in their capacities as such;
- (g) the Releasing Prepetition Noteholders;
- (h) the Backstop Parties;
- (i) the Distribution Agents;
- (j) the Exit Facility Agent and the Exit Facility Lenders;
- (k) the New Secured Convertible Notes Indenture Trustee and the New Secured Convertible Noteholders;
- (l) those Holders of Claims deemed to accept the Plan that do not affirmatively opt out of the Third Party Release as provided on their respective Ballots/Opt-Out Forms;
- (m) those Holders of General Unsecured Claims that do not affirmatively opt out of the Third Party Release as provided on their respective Ballots/Opt-Out Forms;
- (n) all Holders of Claims that vote to accept the Plan; and
- (o) the Releasing Old Parent Interestholders.

“Released Party” means, collectively, the following:

- (a) the Debtors;
- (b) the Reorganized Debtors;
- (c) the Prepetition Credit Agreement Agent;
- (d) the Prepetition Credit Agreement Lenders;
- (e) the Prepetition Notes Indenture Trustee;

- (f) the DIP Agents;
- (g) the DIP Lenders;
- (h) the Ad Hoc Noteholder Committee and the members thereof in their capacities as such;
- (i) the Releasing Prepetition Noteholders;
- (j) the Backstop Parties;
- (k) the Distribution Agents;
- (l) the Exit Facility Agent and the Exit Facility Lenders;
- (m) the New Secured Convertible Notes Indenture Trustee and the New Secured Convertible Noteholders;
- (n) the Releasing Old Parent Interests holders; and
- (o) with respect to each of the foregoing Persons or Entities in clauses (a) through (n), the Related Persons of each such Person or Entity, in each case solely in their capacity as such; provided, that the Designated Persons shall not be Released Parties under the Plan.

**Exhibit 7**

**Notice of Limited Voting Status to Holders of Contingent, Unliquidated, or Disputed  
Claims for Which No Objection Has Been Filed**

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

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

**NOTICE OF LIMITED VOTING STATUS TO  
HOLDERS OF CONTINGENT, UNLIQUIDATED, OR  
DISPUTED CLAIMS FOR WHICH NO OBJECTION HAS BEEN FILED**

**PLEASE TAKE NOTICE THAT** Hi-Crush Inc. and its affiliated debtors, as debtors and debtors in possession (collectively, the “**Debtors**”) have commenced solicitation of votes to accept the *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 “**Plan**”).<sup>2</sup> Copies of the Plan and 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**”) 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.

**PLEASE TAKE FURTHER NOTICE THAT** you are receiving this notice because you are the Holder of a Claim that has filed a Proof of Claim, which, in whole or in part, reflects a contingent, unliquidated, or disputed claim, but which is not subject to an objection filed by the Debtors. Along with this notice, you have been provided (i) a Solicitation Package that contains a Ballot and (ii) the Confirmation Hearing Notice. As a result of the status of your claim as contingent, unliquidated, or disputed, your vote will be counted for numerosity purposes and

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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.

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

allowed in the amount of \$1.00 for voting purposes only. You must return your Ballot according to the instructions listed therein so it is **actually received** by the Voting and Claims Agent on or before September 18, 2020 (the “**Voting Deadline**”) otherwise your vote will not be counted. If you disagree with the Debtors’ classification or status of your Claim, then you **MUST** file with the Bankruptcy Court and serve upon the Notice Parties listed below, on or before 5:00 p.m. (Prevailing Central Time) on August 30, 2020 (the “**Rule 3018(a) Motion Deadline**”), a motion requesting temporary allowance of your Claim in a specified amount solely for voting purposes in accordance with Bankruptcy Rule 3018 (such motion, the “**Rule 3018(a) Motion**”). Please be advised that the Debtors reserve all of their rights and objections regarding any and all Rule 3018(a) Motions that may be filed with the Bankruptcy Court and that the distribution of a Solicitation Package is not and shall not constitute a waiver or release of such rights and objections. In the event that your Rule 3018(a) Motion is granted, the Debtors will revise the amount of your Claim in the amount approved by the Bankruptcy Court for purposes of tabulating your vote. You will not receive a new Ballot with a revised Claim amount.

**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 Plan. 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.

**PLEASE TAKE FURTHER NOTICE THAT** the deadline for filing objections to the Plan is **September 18, 2020 at 5:00 p.m. (Prevailing Central Time)** (the “**Confirmation Objection Deadline**”). 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 of 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 no later than the Confirmation Objection Deadline and served on the parties listed below (the “**Notice Parties**”). **CONFIRMATION OBJECTIONS NOT TIMELY FILED**

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<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..

AND SERVED IN THE MANNER SET FORTH HEREIN MAY NOT BE CONSIDERED BY THE BANKRUPTCY COURT AND MAY BE OVERRULED WITHOUT FURTHER NOTICE.

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).

**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.**

[\_\_\_\_\_], 2020  
Houston, Texas



| <b>HUNTON ANDREWS KURTH LLP</b>  | <b>LATHAM &amp; WATKINS LLP</b>  |
|--|--|
| <p>Timothy A. (“Tad”) Davidson II<br/>                     Ashley L. Harper<br/>                     600 Travis Street, Suite 4200<br/>                     Houston, Texas 77002<br/>                     Telephone: (713) 220-4200<br/>                     Facsimile: (713) 220-4285</p> | <p>George A. Davis<br/>                     Keith A. Simon<br/>                     David A. Hammerman<br/>                     Annemarie V. Reilly<br/>                     Hugh K. Murtagh<br/>                     885 Third Avenue<br/>                     New York, New York 10022<br/>                     Telephone: (212) 906-1200<br/>                     Facsimile: (212) 751-4864</p> |
| <p>[Proposed] Counsel for the Debtors and Debtors-in-Possession</p>  |  |

**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.**

#### **Article X.H – Binding Nature Of Plan**

**ON THE EFFECTIVE DATE, AND EFFECTIVE AS OF THE EFFECTIVE DATE, THE PLAN SHALL BIND, AND SHALL BE DEEMED BINDING UPON, THE DEBTORS, THE REORGANIZED DEBTORS, ANY AND ALL HOLDERS OF CLAIMS AGAINST AND EQUITY INTERESTS IN THE DEBTORS, ALL PERSONS AND ENTITIES THAT ARE PARTIES TO OR ARE SUBJECT TO THE SETTLEMENTS, COMPROMISES, RELEASES, EXCULPATIONS, DISCHARGES, AND INJUNCTIONS DESCRIBED IN THE PLAN, EACH PERSON AND ENTITY ACQUIRING PROPERTY UNDER THIS PLAN, ANY AND ALL NON-DEBTOR PARTIES TO EXECUTORY CONTRACTS AND UNEXPIRED LEASES WITH THE DEBTORS AND THE RESPECTIVE SUCCESSORS AND ASSIGNS OF EACH OF THE FOREGOING, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, AND NOTWITHSTANDING WHETHER OR NOT SUCH PERSON OR ENTITY (I) WILL RECEIVE OR RETAIN ANY PROPERTY, OR INTEREST IN PROPERTY, UNDER THE PLAN, (II) HAS FILED A PROOF OF CLAIM OR INTEREST IN THE CHAPTER 11 CASES OR (III) FAILED TO VOTE TO ACCEPT OR REJECT THE PLAN, AFFIRMATIVELY VOTED TO REJECT THIS PLAN OR IS CONCLUSIVELY PRESUMED TO REJECT THE PLAN.**

**Relevant Definitions Related to Release and Exculpation Provisions:**

“*Exculpated Parties*” means, collectively, the following:

- (a) the Debtors;
- (b) the Reorganized Debtors;
- (c) the Prepetition Credit Agreement Agent;
- (d) the Prepetition Credit Agreement Lenders;
- (e) the Prepetition Notes Indenture Trustee;
- (f) the DIP Agents;
- (g) the DIP Lenders;
- (h) the Ad Hoc Noteholder Committee and the members thereof in their capacities as such;
- (i) the Consenting Noteholders;
- (j) the Backstop Parties;
- (k) the Distribution Agents;
- (l) the Exit Facility Agent;
- (m) the Exit Facility Lenders;
- (n) the New Secured Convertible Notes Indenture Trustee;
- (o) the New Secured Convertible Noteholders;
- (p) the Releasing Old Parent Interestholders; and
- (q) with respect to each of the foregoing Persons or Entities in clauses (a) through (p), the Related Persons of each such Person or Entity, in each case solely in their capacity as such.

“*Indemnified Parties*” means each of the Debtors’ and their respective subsidiaries’ current and former directors, officers, and managers in their respective capacities as such, and solely to the extent that such Person was serving in such capacity on or any time after the Petition Date; provided, that the Designated Persons shall not be Indemnified Parties under the Plan.

“*Non-Debtor Releasing Parties*” means, collectively, the following:

- (a) the Prepetition Credit Agreement Agent;
- (b) the Prepetition Credit Agreement Lenders;
- (c) the Prepetition Notes Indenture Trustee;

- (d) the DIP Agents;
- (e) the DIP Lenders;
- (f) the Ad Hoc Noteholder Committee and the members thereof in their capacities as such;
- (g) the Releasing Prepetition Noteholders;
- (h) the Backstop Parties;
- (i) the Distribution Agents;
- (j) the Exit Facility Agent and the Exit Facility Lenders;
- (k) the New Secured Convertible Notes Indenture Trustee and the New Secured Convertible Noteholders;
- (l) those Holders of Claims deemed to accept the Plan that do not affirmatively opt out of the Third Party Release as provided on their respective Ballots/Opt-Out Forms;
- (m) those Holders of General Unsecured Claims that do not affirmatively opt out of the Third Party Release as provided on their respective Ballots/Opt-Out Forms;
- (n) all Holders of Claims that vote to accept the Plan; and
- (o) the Releasing Old Parent Interests holders.

“Released Party” means, collectively, the following:

- (a) the Debtors;
- (b) the Reorganized Debtors;
- (c) the Prepetition Credit Agreement Agent;
- (d) the Prepetition Credit Agreement Lenders;
- (e) the Prepetition Notes Indenture Trustee;
- (f) the DIP Agents;
- (g) the DIP Lenders;
- (h) the Ad Hoc Noteholder Committee and the members thereof in their capacities as such;
- (i) the Releasing Prepetition Noteholders;
- (j) the Backstop Parties;
- (k) the Distribution Agents;
- (l) the Exit Facility Agent and the Exit Facility Lenders;

- (m) the New Secured Convertible Notes Indenture Trustee and the New Secured Convertible Noteholders;
- (n) the Releasing Old Parent Interestholders; and
- (o) with respect to each of the foregoing Persons or Entities in clauses (a) through (n), the Related Persons of each such Person or Entity, in each case solely in their capacity as such; provided, that the Designated Persons shall not be Released Parties under the Plan.



**Exhibit 8**

**Contract/Lease Notice**

**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 TO CONTRACT AND LEASE COUNTERPARTIES**

**PLEASE TAKE NOTICE THAT** Hi-Crush Inc. and its affiliated debtors, as debtors and debtors in possession (collectively, the “**Debtors**”) have commenced solicitation of votes to accept the *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 “**Plan**”).<sup>2</sup> Copies of the Plan and 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**”) 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.

**PLEASE TAKE FURTHER NOTICE THAT** you are receiving this notice because you or one of your affiliates is a counterparty to an executory contract or unexpired lease with one or more of the Debtors that has not been assumed or rejected as of the Voting Record Date (August 14, 2020).<sup>3</sup>

**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

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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.

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

<sup>3</sup> This notice is being sent to counterparties to contracts and leases that may be executory contracts and unexpired leases. This notice is *not* an admission by the Debtors that such contract or lease is executory or unexpired.

confirmation of the Plan. The Confirmation Hearing will take place in Courtroom 400, 4th Floor, 515 Rusk Street, Houston, TX 77002 or via videoconference, if necessary.<sup>4</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.

**PLEASE TAKE FURTHER NOTICE THAT**, notwithstanding that you are not entitled to vote on the Plan, you are nevertheless a party in interest in the Debtors' Chapter 11 Cases and you are entitled to participate in the Debtors' Chapter 11 Cases, including by filing objections to confirmation of the Plan. The deadline for filing objections to confirmation of the Plan is September 18, 2020, at 5:00 p.m. (Prevailing Central Time) (the "**Confirmation Objection Deadline**"). 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.

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);

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<sup>4</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.

- 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).

THE PLAN CONTAINS RELEASE, EXCULPATION AND INJUNCTION PROVISIONS. THE PROVISIONS ARE SET FORTH AT THE END OF THIS NOTICE. YOU SHOULD REVIEW THESE PROVISIONS CAREFULLY.

**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.**

[\_\_\_\_\_], 2020  
Houston, Texas

| <b>HUNTON ANDREWS KURTH LLP</b>   | <b>LATHAM &amp; WATKINS LLP</b>   |
|---|---|
| Timothy A. (“Tad”) Davidson II<br>Ashley L. Harper<br>600 Travis Street, Suite 4200<br>Houston, Texas 77002<br>Telephone: (713) 220-4200<br>Facsimile: (713) 220-4285 | George A. Davis<br>Keith A. Simon<br>David A. Hammerman<br>Annemarie V. Reilly<br>Hugh K. Murtagh<br>885 Third Avenue<br>New York, New York 10022<br>Telephone: (212) 906-1200<br>Facsimile: (212) 751-4864 |
| [Proposed] Counsel for the Debtors and Debtors-in-Possession  |   |

**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.**

#### **Article X.H – Binding Nature Of Plan**

**ON THE EFFECTIVE DATE, AND EFFECTIVE AS OF THE EFFECTIVE DATE, THE PLAN SHALL BIND, AND SHALL BE DEEMED BINDING UPON, THE DEBTORS, THE REORGANIZED DEBTORS, ANY AND ALL HOLDERS OF CLAIMS AGAINST AND EQUITY INTERESTS IN THE DEBTORS, ALL PERSONS AND ENTITIES THAT ARE PARTIES TO OR ARE SUBJECT TO THE SETTLEMENTS, COMPROMISES, RELEASES, EXCULPATIONS, DISCHARGES, AND INJUNCTIONS DESCRIBED IN THE PLAN, EACH PERSON AND ENTITY ACQUIRING PROPERTY UNDER THIS PLAN, ANY AND ALL NON-DEBTOR PARTIES TO EXECUTORY CONTRACTS AND UNEXPIRED LEASES WITH THE DEBTORS AND THE RESPECTIVE SUCCESSORS AND ASSIGNS OF EACH OF THE FOREGOING, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, AND NOTWITHSTANDING WHETHER OR NOT SUCH PERSON OR ENTITY (I) WILL RECEIVE OR RETAIN ANY PROPERTY, OR INTEREST IN PROPERTY, UNDER THE PLAN, (II) HAS FILED A PROOF OF CLAIM OR INTEREST IN THE CHAPTER 11 CASES OR (III) FAILED TO VOTE TO ACCEPT OR REJECT THE PLAN, AFFIRMATIVELY VOTED TO REJECT THIS PLAN OR IS CONCLUSIVELY PRESUMED TO REJECT THE PLAN.**



**Relevant Definitions Related to Release and Exculpation Provisions:**

“*Exculpated Parties*” means, collectively, the following:

- (a) the Debtors;
- (b) the Reorganized Debtors;
- (c) the Prepetition Credit Agreement Agent;
- (d) the Prepetition Credit Agreement Lenders;
- (e) the Prepetition Notes Indenture Trustee;
- (f) the DIP Agents;
- (g) the DIP Lenders;
- (h) the Ad Hoc Noteholder Committee and the members thereof in their capacities as such;
- (i) the Consenting Noteholders;
- (j) the Backstop Parties;
- (k) the Distribution Agents;
- (l) the Exit Facility Agent;
- (m) the Exit Facility Lenders;
- (n) the New Secured Convertible Notes Indenture Trustee;
- (o) the New Secured Convertible Noteholders;
- (p) the Releasing Old Parent Interestholders; and
- (q) with respect to each of the foregoing Persons or Entities in clauses (a) through (p), the Related Persons of each such Person or Entity, in each case solely in their capacity as such.

“*Indemnified Parties*” means each of the Debtors’ and their respective subsidiaries’ current and former directors, officers, and managers in their respective capacities as such, and solely to the extent that such Person was serving in such capacity on or any time after the Petition Date; provided, that the Designated Persons shall not be Indemnified Parties under the Plan.

“*Non-Debtor Releasing Parties*” means, collectively, the following:

- (a) the Prepetition Credit Agreement Agent;
- (b) the Prepetition Credit Agreement Lenders;
- (c) the Prepetition Notes Indenture Trustee;

- (d) the DIP Agents;
- (e) the DIP Lenders;
- (f) the Ad Hoc Noteholder Committee and the members thereof in their capacities as such;
- (g) the Releasing Prepetition Noteholders;
- (h) the Backstop Parties;
- (i) the Distribution Agents;
- (j) the Exit Facility Agent and the Exit Facility Lenders;
- (k) the New Secured Convertible Notes Indenture Trustee and the New Secured Convertible Noteholders;
- (l) those Holders of Claims deemed to accept the Plan that do not affirmatively opt out of the Third Party Release as provided on their respective Ballots/Opt-Out Forms;
- (m) those Holders of General Unsecured Claims that do not affirmatively opt out of the Third Party Release as provided on their respective Ballots/Opt-Out Forms;
- (n) all Holders of Claims that vote to accept the Plan; and
- (o) the Releasing Old Parent Interests holders.

“Released Party” means, collectively, the following:

- (a) the Debtors;
- (b) the Reorganized Debtors;
- (c) the Prepetition Credit Agreement Agent;
- (d) the Prepetition Credit Agreement Lenders;
- (e) the Prepetition Notes Indenture Trustee;
- (f) the DIP Agents;
- (g) the DIP Lenders;
- (h) the Ad Hoc Noteholder Committee and the members thereof in their capacities as such;
- (i) the Releasing Prepetition Noteholders;
- (j) the Backstop Parties;
- (k) the Distribution Agents;
- (l) the Exit Facility Agent and the Exit Facility Lenders;

- (m) the New Secured Convertible Notes Indenture Trustee and the New Secured Convertible Noteholders;
- (n) the Releasing Old Parent Interestholders; and
- (o) with respect to each of the foregoing Persons or Entities in clauses (a) through (n), the Related Persons of each such Person or Entity, in each case solely in their capacity as such; provided, that the Designated Persons shall not be Released Parties under the Plan.

**Exhibit 9**

**Rights Offering Materials**

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

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

**RIGHTS OFFERING PROCEDURES**

**1. Introduction**

Hi-Crush Inc. (“Hi-Crush”) and its affiliated debtors and debtors-in-possession (collectively, the “Debtors”) are pursuing a proposed restructuring (the “Restructuring”) of their existing debt and other obligations to be effectuated pursuant to the *Joint Plan of Reorganization for Hi-Crush Inc. and Its Affiliated Debtors under Chapter 11 of the Bankruptcy Code*, dated as of July 27, 2020 Docket No. [\_\_\_] (the “Plan”) in connection with voluntary, prearranged cases under chapter 11 of title 11 of the United States Code, 11 U.S.C. §§ 101 – 1532 (as amended, the “Bankruptcy Code”) in the United States Bankruptcy Court for the Southern District of Texas (the “Bankruptcy Court”), in accordance with the terms and conditions set forth in that certain Restructuring Support Agreement, dated as of July 12, 2020 (as amended, supplemented, amended and restated or otherwise modified from time to time, the “RSA”),<sup>2</sup> by and among the Debtors and the Consenting Noteholders (as defined in the RSA) party thereto.

In connection with the Plan, and with the approval of these rights offering procedures (these “Rights Offering Procedures”) in the Disclosure Statement Order and in accordance with the terms of the Backstop Purchase Agreement, the Debtors shall launch a rights offering (the “Rights Offering”) pursuant to which each holder of an Eligible Claim (as defined

<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.

<sup>2</sup> All capitalized terms used but not otherwise defined herein shall have the meanings ascribed to them in the RSA or, if any such term is not defined in the RSA, such term shall have the meaning given to it in (i) the Plan, or (ii) that certain Backstop Purchase Agreement, dated as of [\_\_\_\_], 2020 (together with all exhibits, schedules and attachments thereto, as amended, supplemented, amended and restated or otherwise modified from time to time, the “Backstop Purchase Agreement”), by and among Hi-Crush Inc. and certain of its direct and indirect subsidiaries, and the entities party thereto defined therein as “Backstop Parties,” as applicable.

below) as of the Rights Offering Record Date (as defined below) that is an Accredited Investor (as set forth in a properly completed and duly executed AI Questionnaire (as defined below) that is delivered by such holder to the Subscription Agent (as defined below) on or prior to the Questionnaire Deadline (as defined below) in accordance with these Rights Offering Procedures) (each such holder, a “Rights Offering Participant” and, collectively, the “Rights Offering Participants”) will be entitled to receive non-certificated rights that are attached to such Eligible Claim (the “Rights”), to purchase (without any obligation to so purchase) such Rights Offering Participant’s *pro rata* share (based on the proportion that such Rights Offering Participant’s Eligible Claim as of the Rights Offering Record Date bears to the aggregate amount of (i) all Eligible General Unsecured Claims (as defined below) as of the Rights Offering Record Date held by each Person that has certified it is an Accredited Investor (as demonstrated by such Person’s properly completed, duly executed and timely delivered AI Questionnaire) on or prior to the Questionnaire Deadline plus (ii) all Allowed Prepetition Notes Claims held by each Person that has certified it is an Accredited Investor (as demonstrated by such Person’s properly completed, duly executed and timely delivered AI Questionnaire) on or prior to the Questionnaire Deadline as of the Rights Offering Record Date) of New Secured Notes (the “Rights Offering Notes”) in an aggregate original principal amount of \$43,300,000 (the “Rights Offering Amount”). Rights Offering Participants will be issued Rights at no charge. Each Rights Offering Participant may exercise all or any portion of such Rights Offering Participant’s Rights.

“Allowed” means, solely for purposes of these Rights Offering Procedures, with respect to any Claims (or any portion thereof), as of any date of determination, (a) a Claim that is evidenced by a Proof of Claim filed by the applicable Claims Bar Date in accordance with the Claims Bar Date Order; (b) a Claim that is listed in the Schedules as not contingent, not unliquidated, and not disputed, and for which no Proof of Claim has been timely filed; or (c) a Claim that is allowed pursuant to the Plan or a Final Order of the Bankruptcy Court as of such date; provided, that with respect to a Claim described in clauses (a) and (b) above (except any Claim previously allowed pursuant to the DIP Orders), such Claim shall be considered “Allowed” as of such date of determination only to the extent that, with respect to such Claim, no objection to allowance or priority or request for estimation thereof has been interposed on or prior to such date, or such an objection is so interposed and the Claim has been allowed by Final Order of the Bankruptcy Court as of such date; provided further that, solely for purposes of these Rights Offering Procedures, any objection to allowance or priority or request for estimation of a Claim must be filed by no later than the Rights Offering Record Date.

“Disallowed” shall have the meaning given to such term in the Plan.

“Disputed” means, solely for purposes of these Rights Offering Procedures, with respect to any Claim (or any portion thereof), as of any date of determination, a Claim that is neither Allowed nor Disallowed as of such date.

“Eligible Claim” means any Allowed Prepetition Notes Claim or Eligible General Unsecured Claim.

“Eligible General Unsecured Claim” means any General Unsecured Claim that is either Allowed or Disputed. For the avoidance of doubt, “General Unsecured Claims” shall not include “Prepetition Notes Claims.”

Prior to receipt of the Rights Exercise Form (as defined below) and the other documents and materials related to the Rights Offering, each holder of an Eligible Claim as of the date of entry of the Disclosure Statement Order (the “Questionnaire Record Date”) will receive an accredited investor questionnaire (the “AI Questionnaire”), which must be completed and delivered (if a Rights Offering Participant’s Prepetition Notes are held in “street name,” by way of such Rights Offering Participant’s bank, brokerage house, or other financial institution (each, a “Nominee”) to KCC LLC, the subscription agent for the Rights Offering (in such capacity, the “Subscription Agent”), by each such holder that wants to participate in the Rights Offering by no later than September 4, 2020 (the “Questionnaire Deadline”). Any holder of an Eligible Claim as of the Questionnaire Record Date that does not properly complete, duly execute and deliver to the Subscription Agent an AI Questionnaire so that such AI Questionnaire is actually received by the Subscription Agent on or prior to the Questionnaire Deadline will not be eligible to participate in the Rights Offering unless otherwise agreed to by the Debtors with the written consent of the Required Backstop Parties. Anything herein to the contrary notwithstanding, the Backstop Parties and their Affiliates (as defined in the Backstop Purchase Agreement), in their capacities as holders of Eligible Claims as of the Questionnaire Record Date, shall not be required to complete, execute and deliver an AI Questionnaire and shall be deemed Rights Offering Participants. Each holder of an Allowed Prepetition Notes Claim as of the Questionnaire Record Date is entitled to receive sufficient copies of the AI Questionnaire for distribution to the beneficial owners of the Prepetition Notes for whom such Rights Offering Participant holds such Prepetition Notes. Transferees of Eligible Claims received after the Questionnaire Record Date but before the Questionnaire Deadline are entitled to request an AI Questionnaire from the Subscription Agent, and the Subscription Agent will, to the extent reasonably practicable, facilitate the submission of such AI Questionnaire and Proof of Holding forms from such transferees.

The Rights Offering will be conducted in accordance with the following dates and deadlines:

| <b>Event</b>                            | <b>Date or Time</b>  |
|---|--|
| Questionnaire Record Date               | August 14, 2020  |
| Questionnaire Deadline                  | September 4, 2020  |
| Rights Offering Record Date             | September 4, 2020  |
| Rights Offering Commencement Date       | September 9, 2020  |
| Rights Offering Termination Date & Time | September 29, 2020, at 5:00 p.m. (Prevailing Central Time) |

Rights Offering Notes shall be issued in minimum denominations of 1,000 and integral multiples of \$1,000 thereof. Fractional Rights Offering Notes shall not be issued upon exercise of the Rights and Rights Offering Participants that otherwise would have received fractional Rights Offering Notes shall not be paid any compensation in respect of such fractional Rights Offering Notes. Each Rights Offering Participant's maximum amount of Rights Offering Notes that such Rights Offering Participant is permitted to subscribe for pursuant to the exercise of its Rights shall be rounded down to the nearest whole Rights Offering Note.

**THE DISCLOSURE STATEMENT DISTRIBUTED IN CONNECTION WITH THE DEBTORS' SOLICITATION OF VOTES TO ACCEPT OR REJECT THE PLAN WILL SET FORTH IMPORTANT INFORMATION THAT SHOULD BE CAREFULLY READ AND CONSIDERED BY EACH RIGHTS OFFERING PARTICIPANT PRIOR TO MAKING A DECISION TO PARTICIPATE IN THE RIGHTS OFFERING, INCLUDING ARTICLE VI OF THE DISCLOSURE STATEMENT REGARDING CERTAIN RISK FACTORS TO BE CONSIDERED BEFORE EXERCISING ANY RIGHTS.**

## **2. Backstop Purchase Agreement**

Any Rights Offering Notes that are not subscribed for and purchased in the Rights Offering by a Rights Offering Participant (including (i) any Rights Offering Notes that holders of Eligible Claims as of the Rights Offering Record Date who are not Accredited Investors (or holders of Eligible Claims as of the Rights Offering Record Date that did not properly complete, duly execute and deliver to the Subscription Agent by the Questionnaire Deadline an AI Questionnaire in accordance with these Rights Offering Procedures) could have purchased if such holders had received Rights if they were Accredited Investors (or had properly completed, duly executed and delivered to the Subscription Agent by the Questionnaire Deadline an AI Questionnaire in accordance with these Rights Offering Procedures) and exercised such Rights in the Rights Offering, (ii) any Rights Offering Notes that are not subscribed for and purchased in the Rights Offering on account of any rounding down of fractional Rights Offering Notes, (iii) any Rights Offering Notes that are not subscribed for and purchased in the Rights Offering on account of any Rights Offering Participant failing to satisfy any of the Rights Offering Conditions (as defined below) or Additional Conditions (as defined below), or (iv) any Rights Offering Notes that are not subscribed for and purchased in the Rights Offering on account of any Eligible General Unsecured Claim as of the Rights Offering Record Date (or any portion thereof) failing to be an Allowed Claim on the date that is one (1) Business Day after the Confirmation Hearing) (such Rights Offering Notes, the "Unsubscribed Notes") shall be put to and purchased by the Backstop Parties (subject to their respective Backstop Commitment Amounts) in accordance with the terms and conditions of the Backstop Purchase Agreement.

There will be no over-subscription privilege provided in connection with the Rights Offering, such that any Unsubscribed Notes will not be offered to other Rights Offering Participants, but rather will be purchased by the Backstop Parties (subject to their respective Backstop Commitment Amounts) in accordance with the terms and conditions of the Backstop Purchase Agreement.



In consideration for the Debtors' right to call the Backstop Commitments (as defined in the Backstop Purchase Agreement) of the Backstop Parties to purchase the Unsubscribed Notes pursuant to the terms of the Backstop Purchase Agreement, Hi-Crush shall be required to issue to the Backstop Parties (or their designees) additional New Secured Notes in an original aggregate principal amount of \$4,800,000 (the "Put Option Notes") on a *pro rata* basis based upon their respective Backstop Commitment Percentages. The Put Option Notes will be issued only to the Backstop Parties that do not default on their respective Backstop Commitments.

**3. Commencement and Expiration of the Rights Offering; Rights Offering Record Date**

The Rights Offering shall commence on September 9, 2020 (the "Rights Offering Commencement Date"). On the Rights Offering Commencement Date, the Rights Exercise Form and the other documents and materials related to the Rights Offering shall be mailed by or on behalf of the Debtors to the Rights Offering Participants. The "Rights Offering Record Date" shall mean September 4, 2020.

The Rights Offering shall expire at 5:00 p.m. (Prevailing Central Time) on September 29 (such date, the "Rights Offering Termination Date" and such time on the Rights Offering Termination Date, the "Rights Offering Termination Time"). If the Rights Offering Termination Date and/or the Rights Offering Termination Time is/are extended in accordance with the terms of these Rights Offering Procedures, the Debtors shall promptly notify the Rights Offering Participants, before 9:00 a.m. (Prevailing Central Time) on the Business Day before the then-effective Rights Offering Termination Date, in writing, of such extension and the date of the new Rights Offering Termination Date and/or the time of the new Rights Offering Termination Time. Each Rights Offering Participant intending to participate in the Rights Offering must affirmatively make an election to exercise its Rights at or prior to the Rights Offering Termination Time in accordance with the provisions of Section 4 below.

**4. Exercise of Rights**

Each Rights Offering Participant that elects to participate in the Rights Offering must have timely satisfied each of the Rights Offering Conditions (as defined below). Any Rights Offering Participant that has timely satisfied each of the Rights Offering Conditions shall be deemed to have made a binding, irrevocable election to exercise its Rights to the extent set forth in the Rights Exercise Form delivered by such Rights Offering Participant (a "Binding Rights Election"); *provided, however*, that (A) a Rights Offering Participant's right to participate in the Rights Offering shall remain subject to its compliance with the Additional Conditions, and (B) the right of a Rights Offering Participant that holds an Eligible General Unsecured Claim as of the Rights Offering Record Date to participate in the Rights Offering is subject to termination as set forth in the "Rights Forfeiture Events" section of these Rights Offering Procedures.

(a) **The Binding Rights Election Cannot Be Withdrawn**

Each Rights Offering Participant is entitled to participate in the Rights Offering solely to the extent provided in these Rights Offering Procedures. Furthermore, each Rights Offering Participant may exercise all or any portion of such Rights Offering Participant's Rights.

(b) **Exercise by Rights Offering Participants**

To exercise its Rights, each Rights Offering Participant must satisfy each of the following conditions (collectively, the "Rights Offering Conditions"):

(i) deliver a duly executed and properly completed AI Questionnaire (by way of such Rights Offering Participant's Nominee, if applicable) to the Subscription Agent so that such AI Questionnaire is *actually received* by the Subscription Agent at or before the Questionnaire Deadline;

(ii) deliver a duly executed and properly completed Rights Offering subscription exercise form (the "Rights Exercise Form") to the Subscription Agent so that such Rights Exercise Form is *actually received* by the Subscription Agent at or before the Rights Offering Termination Time; and

(iii) pay to the Subscription Agent, by wire transfer of immediately available funds in accordance with the Payment Instructions (as defined below), its Aggregate Exercise Price (as defined below), so that payment of the Aggregate Exercise Price is *actually received* by the Subscription Agent at or before the Rights Offering Termination Time.

In addition to the foregoing, to participate in the Rights Offering, a Rights Offering Participant must also:

(x) vote to accept the Plan with respect to all of the Claims and Equity Interests owned (or of which the right to vote to accept the Plan is controlled) by such Rights Offering Participant (to the extent any such Claims and Equity Interests are entitled to vote to accept or reject the Plan) and timely deliver a ballot voting to accept the Plan with respect to all of the Claims and Equity Interests owned or controlled by such Rights Offering Participant (to the extent any such Claims and Equity Interests are entitled to vote to accept or reject the Plan) in accordance with solicitation procedures approved by the Bankruptcy Court, and

(y) not opt out of any releases set forth in Article X.B of the Plan (clauses (x) and (y) of this sentence being the "Additional Conditions").

Any Rights Offering Notes that could have been subscribed for and purchased pursuant to a valid exercise of Rights that satisfied the Rights Offering Conditions and the Additional Conditions, but did not satisfy one or more of the Rights Offering Conditions or Additional Conditions, shall be deemed not to have been subscribed for and purchased in the Rights Offering by such Rights Offering Participant and shall be Unsubscribed Notes.

If (i) a Rights Offering Participant shall not be permitted to participate in the Rights Offering because such Rights Offering Participant failed to satisfy all of the Rights Offering Conditions and all of the Additional Conditions, and (ii) such Rights Offering Participant shall have delivered to the Subscription Agent such Rights Offering Participant's Aggregate Exercise Price (or any portion thereof), then such Aggregate Exercise Price (or any portion thereof) shall be refunded to such Rights Offering Participant, without interest, as soon as reasonably practicable (but in no event later than ten (10) Business Days) after the Effective Date (without offset, set-off, counterclaim or reduction of any kind by the Subscription Agent or any of the Debtors).

Anything herein to the contrary notwithstanding, if any Backstop Party that holds an Eligible Claim as of the Rights Offering Record Date or any Backstop Party's Affiliate that holds an Eligible Claim as of the Rights Offering Record Date (in either case) participates in the Rights Offering in its capacity as a Rights Offering Participant, then such Backstop Party or such Affiliate shall not be required to pay its Aggregate Exercise Price at or before the Rights Offering Termination Time, but rather shall be permitted to deposit its Aggregate Exercise Price into the Deposit Account (as defined in the Backstop Purchase Agreement) at any time on or before the Deposit Deadline (as defined in the Backstop Purchase Agreement) in the same manner that a Backstop Party would be required to deposit its Aggregate Purchase Price into the Deposit Account pursuant to Section 1.2(b) of the Backstop Purchase Agreement.

To facilitate the exercise of the Rights, on the Rights Offering Commencement Date, the Debtors will cause the Subscription Agent to distribute to all Rights Offering Participants a Rights Exercise Form, together with instructions for the proper completion, due execution and timely delivery to the Subscription Agent of the Rights Exercise Form (by way of such Rights Offering Participant's Nominee, if applicable).

When the Rights Exercise Form is distributed to Rights Offering Participants, the Debtors shall include in such distribution written instructions (the "Payment Instructions") relating to the payment of the Aggregate Exercise Price for each Rights Offering Participant that exercises its Rights. The Payment Instructions shall include wire transfer instructions for the payment of the Aggregate Exercise Price for each Rights Offering Participant that exercises its Rights.

The purchase price for Rights Offering Notes shall be equal to the principal amount thereof. Any reference to a Rights Offering Participant's "Aggregate Exercise Price" shall mean an aggregate amount equal to the portion of the Rights Offering Amount that such Rights Offering Participant validly elects to subscribe for and purchase (as set forth in the Rights Exercise Form that such Rights Offering Participant properly completes and duly executes and delivers to the Subscription Agent at or before the Rights Offering Termination Time). Each Rights Offering Participant electing to exercise its Rights in the Rights Offering shall pay its Aggregate Exercise Price by paying cash in an aggregate amount equal to the Aggregate Exercise Price for such Rights Offering Participant.

(c) **Failure to Exercise Rights**

**Unexercised Rights (including Rights that are not validly exercised) will be relinquished immediately following the Rights Offering Termination Time.** If a Rights Offering Participant does not satisfy each of the Rights Offering Conditions and each of the Additional Conditions for any reason (including by failing to deliver a duly executed and properly completed Rights Exercise Form to the Subscription Agent so that such document is *actually received* by the Subscription Agent at or before the Rights Offering Termination Time), such Rights Offering Participant shall be deemed to have fully and irrevocably relinquished and waived its Rights. Rights issued to a Rights Offering Participant that holds an Eligible General Unsecured Claim as of the Rights Offering Record Date are also subject to termination, and the exercise thereof is subject to voidance, rescission and invalidation, pursuant to the terms set forth in the “Rights Forfeiture Events” section of these Rights Offering Procedures.

Any attempt to exercise Rights after the Rights Offering Termination Time shall be null and void and the Debtors shall not be obligated to honor any such purported exercise after the Rights Offering Termination Time, regardless of when the documents relating thereto were sent.

**The method of delivery of the Rights Exercise Form, the AI Questionnaire, and any other documents is at the option and sole risk of the Person making such delivery, and delivery will be considered made only when *actually received* by the Subscription Agent. If delivery is by mail, registered mail with return receipt requested, properly insured, is encouraged and strongly recommended. In all cases, the Person delivering such documents should allow sufficient time to ensure timely delivery on or prior to the Questionnaire Deadline and the Rights Offering Termination Time (as applicable).**

**The risk of non-delivery of the AI Questionnaire, the Rights Exercise Form and any other documents sent to the Subscription Agent in connection with the Rights Offering and/or the exercise of the Rights lies solely with the Person making such delivery, and none of the Debtors, the Reorganized Debtors, the Backstop Parties, or any of their respective officers, directors, employees, agents or advisors, including the Subscription Agent, assumes the risk of non-delivery under any circumstance whatsoever.**

(d) **Payment for Rights Offering Notes**

If, on or prior to the Rights Offering Termination Time, the Subscription Agent for any reason does not receive from or on behalf of a Rights Offering Participant immediately available funds by wire transfer in an amount equal to the Aggregate Exercise Price for such Rights Offering Participant’s exercised Rights, such Rights Offering Participant shall be deemed to have fully and irrevocably relinquished and waived its Rights. Anything herein to the contrary notwithstanding, if any Backstop Party that holds an Eligible Claim as of the Rights Offering Record Date or any Backstop Party’s Affiliate that holds an Eligible Claim as of the Rights Offering Record Date (in either case) participates in the Rights Offering in its capacity as a Rights Offering Participant, then such Backstop Party or such Affiliate shall not be required to pay its Aggregate Exercise Price (if any) at or before the Rights Offering Termination Time, but rather shall be permitted to deposit its Aggregate Exercise Price into the Deposit Account at any

time on or before the Deposit Deadline in the same manner as such Backstop Party would be required to deposit its Purchase Price pursuant to Section 1.2(b) of the Backstop Purchase Agreement.

The aggregate amount of cash received by the Debtors from (i) Rights Offering Participants for Rights Offering Notes in the Rights Offering (other than cash that is to be refunded to Rights Offering Participants as expressly set forth in these Rights Offering Procedures) and (ii) the Backstop Parties for Unsubscribed Notes pursuant to the Backstop Purchase Agreement shall be used by the Reorganized Debtors solely for the purposes set forth in the Plan.

(e) **Deemed Representations and Acknowledgements**

Any Rights Offering Participant exercising Rights and, except in the case of subclause (1) of this clause (d), any Affiliate of such Rights Offering Participant that is identified in such Rights Offering Participant's Rights Exercise Form shall be deemed to have made the following representations and acknowledgements:

1. such Person held an Eligible Claim as of the Rights Offering Record Date;
2. such Person is an Accredited Investor;
3. the exercise of the Rights is and shall be irrevocable; provided, that (A) nothing in these Rights Offering Procedures shall amend, modify or otherwise alter the right of the Required Backstop Parties to terminate the Backstop Purchase Agreement pursuant to the terms of the Backstop Purchase Agreement, and (B) the right of a Rights Offering Participant that holds an Eligible General Unsecured Claim as of the Rights Offering Record Date to participate in the Rights Offering is subject to termination as set forth in the "Rights Forfeiture Events" section of these Rights Offering Procedures;
4. such Person has read and understands these Rights Offering Procedures, the Rights Exercise Form, the Plan, and the Disclosure Statement and understands the terms and conditions herein and therein and the risks associated with the Debtors and their business as described in the Disclosure Statement;
5. such Person is not relying upon any information, representation or warranty other than as expressly set forth in these Rights Offering Procedures, the Rights Exercise Form, the Plan, or the Disclosure Statement; *provided, however*, that the Backstop Parties are relying on the representations and warranties of the Debtors made in the Backstop Purchase Agreement; and
6. such Person has consulted, to the extent deemed appropriate, with its own advisors as to the financial, tax, legal and related matters concerning an investment in the Rights Offering Notes and on that basis believes that an

investment in the Rights Offering Notes is suitable and appropriate for itself.

**(f) Disputes, Waivers, and Extensions**

All determinations as to the proper completion, due execution, timeliness, or eligibility of any exercise of Rights arising in connection with the submission of a Rights Exercise Form or an AI Questionnaire, and other matters affecting the validity or effectiveness of any attempted exercise of any Rights, shall be reasonably made by the Debtors, in consultation with the Required Backstop Parties, which determinations shall be final and binding. A Rights Exercise Form or AI Questionnaire shall be deemed not properly completed, duly executed and/or duly delivered unless and until all defects and irregularities have been waived or cured within such time as the Debtors, with the prior written consent of the Required Backstop Parties, determine in their discretion. The Debtors reserve the right, but are under no obligation, to give notice to any Rights Offering Participant regarding any defect or irregularity in connection with any purported exercise of Rights by such Rights Offering Participant and the Debtors may, but are under no obligation to, permit such defect or irregularity to be cured within such time as they may, with the prior written consent of the Required Backstop Parties, determine in their discretion. None of the Debtors, the Subscription Agent, or the Backstop Parties shall incur any liability for failure to give such notification.

The Debtors, with the prior written consent of the Required Backstop Parties, may (i) extend the duration of the Rights Offering or adopt additional procedures to more efficiently administer the distribution and exercise of the Rights; and (ii) make such other changes to the Rights Offering, including changes that affect which Persons constitute Rights Offering Participants, that the Debtors, in the exercise of their reasonable judgment, determine are necessary.

**(g) Funds**

All payments required to be made in connection with a Rights Offering Participant's exercise of its Rights (the "Rights Offering Funds") shall be deposited in accordance with the "Payment for Rights Offering Notes" section of these Rights Offering Procedures and held by the Subscription Agent in a segregated account or accounts pending the Effective Date, which segregated account or accounts will: (i) not constitute property of the Debtors' estates until the Effective Date; (ii) be separate and apart from, and not commingled with, the Subscription Agent's general operating funds and any other funds subject to any lien or any cash collateral arrangements; (iii) be maintained for the sole purpose of holding the money for administration of the Rights Offering until the Effective Date; and (iv) be invested only in cash, cash equivalents and short-term direct obligations of the United States government. Subject to any provisions to the contrary, as set forth in (x) the "Exercise of Rights – Exercise by Rights Offering Participants" section of these Rights Offering Procedures, (y) the second paragraph of the "Rights Offering Conditioned Upon Confirmation of the Plan: Reservation of Rights" section of these Rights Offering Procedures, and (z) the last paragraph in the "Rights Forfeiture Events" section of these Rights Offering Procedures, the Subscription Agent shall not use the Rights Offering Funds for any purpose other than to release the funds as directed by the

Debtors on the Effective Date and shall not encumber, or permit the Rights Offering Funds to be encumbered, by any lien or similar encumbrance.

(h) **Plan Releases**

See Article X.B of the Plan for important information regarding releases.

**5. Transferability; Revocation**

Rights Offering Participants may transfer Eligible Claims, and the Rights attached to such Eligible Claims, at any time prior to the Rights Offering Record Date. If an Eligible Claim is transferred by a Rights Offering Participant prior to the Rights Offering Record Date, the transferee of such Eligible Claim shall be entitled to exercise the Rights arising out of the transferred Eligible Claim as a Rights Offering Participant, *provided* that the transferee is an Accredited Investor (as set forth in a properly completed and duly executed AI Questionnaire submitted so that it is *actually received* by the Questionnaire Deadline). After the Rights Offering Record Date, the Rights shall not be transferrable, even if the underlying Eligible Claim is transferred after the Rights Offering Record Date. Once the Rights Offering Participant has properly exercised its Rights by making a Binding Rights Election, such exercise will not be permitted to be revoked by such Rights Offering Participant.

**6. Rights Forfeiture Events**

If a Rights Offering Participant's Eligible General Unsecured Claim as of the Rights Offering Record Date (or any portion thereof) is not an Allowed General Unsecured Claim<sup>3</sup> on the date that is one (1) Business Day after the Confirmation Hearing (a "Rights Forfeiture Event"), then (in any such case): (i) such Rights Offering Participant's Rights that were issued to such Rights Offering Participant on account of such Eligible General Unsecured Claim (or such portion thereof) shall be deemed immediately and automatically terminated as of the date of the occurrence of such Rights Forfeiture Event (even if such Rights were exercised prior to such date), without a need for any further action on the part of (or notice provided to) any Person, except as otherwise provided in this Section 6, (ii) such Rights Offering Participant shall not be permitted to participate in the Rights Offering with respect to such Rights, and (iii) any exercise of such Rights by (or on behalf of) such Rights Offering Participant prior to the date of the occurrence of such Rights Forfeiture Event shall be deemed void, irrevocably rescinded and of no further force or effect, and the Rights Offering Notes that could have been subscribed for and purchased pursuant to a valid exercise of such Rights shall be deemed not to have been subscribed for and purchased in the Rights Offering.

If (a) a Rights Offering Participant exercised its Rights (on account of its Eligible General Unsecured Claim as of the Rights Offering Record Date (or any portion thereof)) on or before the Rights Offering Termination Time in accordance with the Rights Offering Procedures, and (b) a Rights Forfeiture Event shall occur with respect to such Eligible General Unsecured Claim (or such portion thereof), then such Rights Offering Participant shall be entitled to receive

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<sup>3</sup> For the avoidance of doubt, solely for purposes of these Rights Offering Procedures, any objection to allowance or priority or request for estimation of a Claim must be filed by no later than the Rights Offering Record Date.

from the Debtors a notice of such Rights Forfeiture Event as soon as reasonably practicable following the occurrence thereof; *provided, however*, that the failure of the Debtors to deliver any such notice shall not affect the occurrence of the Rights Forfeiture Event or the effects thereof on the Rights Offering Participant's Rights (or the exercise thereof) or the ability of such Rights Offering Participant to participate in the Rights Offering, all as set forth in the immediately preceding paragraph. Furthermore, if (i) a Rights Forfeiture Event shall occur with respect to a Rights Offering Participant's Eligible General Unsecured Claim (or any portion thereof) as of the Rights Offering Termination Time, and (ii) such Rights Offering Participant shall have delivered to the Subscription Agent the Aggregate Exercise Price (or any portion thereof) with respect to the exercise of any of the Rights received by such Rights Offering Participant on account of such Eligible General Unsecured Claim (or such portion thereof), then such Aggregate Exercise Price (or such portion thereof) shall be refunded to such Rights Offering Participant, without interest, as soon as reasonably practicable (but in no event later than ten (10) Business Days) after the Effective Date (without offset, set-off, counterclaim or reduction of any kind by the Subscription Agent or any of the Debtors).

**7. Inquiries and Transmittal Of Documents; Subscription Agent**

The instructions contained in the Rights Exercise Form should be carefully read and strictly followed. All questions relating to these Rights Offering Procedures, other documents associated with the Rights Offering, or the requirements to participate in the Rights Offering should be directed to the Subscription Agent:

**Hi-Crush Inc.**  
c/o KCC  
**222 North Pacific Coast Highway, Suite 300**  
**El Segundo, California 90245-5614**  
**+1 (877) 499-4509 (Domestic)**  
**+1 (917) 281-4800 (International)**

**Via Email: [HiCrushInfo@kccllc.com](mailto:HiCrushInfo@kccllc.com)**

**8. Rights Offering Conditioned Upon Confirmation of the Plan; Reservation of Rights**

All exercises of Rights are subject to and conditioned upon the confirmation and effectiveness of the Plan. The Debtors will accept a Binding Rights Election only upon the confirmation (subject to termination for a Rights Forfeiture Event) and effectiveness of the Plan.

In the event that (i) the Rights Offering is terminated, (ii) the Debtors revoke or withdraw the Plan, or (iii) the Backstop Purchase Agreement is terminated in accordance with the terms thereof, the Subscription Agent shall return all amounts received from the Rights Offering Participants, without any interest, as soon as reasonably practicable (but in no event later than ten (10) Business Days) after the occurrence of any of the foregoing events (all without offset, set-off, counterclaim or reduction of any kind by the Subscription Agent or any of the Debtors), and, in the case of clauses (ii) and (iii) above, the Rights Offering shall automatically be terminated.



9. **Miscellaneous**

(a) **Rights Offering Distribution Date**

The Rights Offering Notes acquired in connection with the Rights Offering by Rights Offering Participants that have elected to participate in the Rights Offering and who have validly exercised their Rights shall be distributed in accordance with the distribution provisions contained in the Plan.

(b) **No Public Market or Listing**

There is not and there may not be a public market for the Rights Offering Notes, and the Debtors do not intend to seek any listing or quotation of the Rights Offering Notes on any stock exchange, other trading market or quotation system of any type whatsoever on the Effective Date. Accordingly, there can be no assurance that an active trading market for the Rights Offering Notes will ever develop or, if such a market does develop, that it will be maintained.

*[Remainder of Page Intentionally Left Blank]*

**SCHEDULE 1**

**Form of Rights Exercise Form**

**INSTRUCTIONS TO RIGHTS EXERCISE FORM<sup>1</sup>**

You have received the attached Rights Exercise Form because you are (i) a holder of an Eligible Claim as of the Rights Offering Record Date and (ii) an Accredited Investor (as set forth in an executed AI Questionnaire that was delivered by you to the Subscription Agent on or prior to the Questionnaire Deadline in accordance with the Rights Offering procedures). **If you wish to participate in the Rights Offering, each of the Rights Offering Conditions and each of the Additional Conditions must be satisfied at or prior to the Rights Offering Termination Time (5:00 p.m. (Prevailing Central Time) on September 29, 2020), unless provided otherwise herein.** You may deliver this Rights Exercise Form via electronic mail or regular mail, overnight or hand delivery to the Subscription Agent at the following address:

**Hi-Crush Inc.  
c/o KCC  
222 North Pacific Coast Highway, Suite 300  
El Segundo, California 90245-5614  
+1 (877) 499-4509 (Domestic)  
+1 (917) 281-4800 (International)**

**Via Email: [HiCrushInfo@kccllc.com](mailto:HiCrushInfo@kccllc.com)**

The Rights Offering Procedures are hereby incorporated herein by reference as if fully set forth herein. Please consult the Plan, the Disclosure Statement, the Rights Offering Procedures, and the Disclosure Statement Order (collectively, the “Rights Offering Documents”) for a complete description of the Rights Offering. Copies of the Rights Offering Documents may be obtained, free of charge, by contacting the Subscription Agent.

To subscribe for Rights Offering Notes pursuant to the Rights Offering:

1. Review the amount of your Eligible Claim set forth in Item 1a.
2. Review your Total Maximum Subscription Amount (as defined below) set forth in Item 1b.
3. Calculate your Aggregate Exercise Price.
4. Read and complete the certifications, representations, warranties and agreements in Item 3.
5. Deliver a duly executed and properly completed Rights Exercise Form to the Subscription Agent so that it is *actually received* by the Subscription Agent at or before the Rights Offering Termination Time.

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<sup>1</sup> All capitalized terms used but not otherwise defined herein shall have the meanings ascribed to them in the Rights Offering Procedures or, if any such term is not defined in the Rights Offering Procedures, such term shall have the meaning given to it in the Plan.

6. Pay the Aggregate Exercise Price (if any) to the Subscription Agent in accordance with the Payment Instructions set forth in Item 4 so that such payment is *actually received* by the Subscription Agent at or before the Rights Offering Termination Time; *provided, however*, that if any Backstop Party that holds an Eligible Claim as of the Rights Offering Record Date or any Backstop Party's Affiliate that holds an Eligible Claim as of the Rights Offering Record Date (in either case) participates in the Rights Offering in its capacity as a Rights Offering Participant, then such Backstop Party or such Affiliate shall be permitted to deposit its Aggregate Exercise Price into the Deposit Account at any time on or before the Deposit Deadline in the same manner that a Backstop Party would be required to deposit its Purchase Price into the Deposit Account pursuant to Section 1.2(b) of the Backstop Purchase Agreement.
7. Deliver your W-8 or W-9, as applicable, to the Subscription Agent so that it is *actually received* by the Subscription Agent at or before the Rights Offering Termination Time pursuant to Item 5.

Participation in the Rights Offering is voluntary, and is limited to Rights Offering Participants. Furthermore, each Rights Offering Participant may exercise all or any portion of such Rights Offering Participant's Rights; *provided, however*, that a Rights Offering Participant shall not be permitted to participate in the Rights Offering unless such Rights Offering Participant satisfies all of the Rights Offering Conditions and all of the Additional Conditions (subject to any exceptions to the satisfaction of any such conditions applicable to any Backstop Party or any of its Affiliates, as set forth in the Rights Offering Procedures). In addition, Rights issued to a Rights Offering Participant on account of an Eligible General Unsecured Claim held by such Rights Offering Participant as of the Rights Offering Record Date (or any portion thereof) are also subject to termination, and the exercise thereof is subject to avoidance, rescission and invalidation, pursuant to the terms set forth in the "Rights Forfeiture Events" section of the Rights Offering Procedures.

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**RIGHTS EXERCISE FORM**

**Rights Offering Termination Time**

**The Rights Offering Termination Time is 5:00 p.m. (Prevailing Central Time)  
on September 29, 2020.**

**Please consult the Rights Offering Documents for additional  
information with respect to this Rights Exercise Form.**

Rights Offering Participants (including any Backstop Party that holds an Eligible Claim as of the Rights Offering Record Date or any Backstop Party's Affiliate that holds an Eligible Claim as of the Rights Offering Record Date) are entitled to participate in the Rights Offering, as further described in the Rights Offering Procedures. To exercise your Rights, review the amounts in Items 1a and 1b below and read and complete, as applicable, Items 2, 3, 4 and 5 below.

**Item 1. Amount of Eligible Claim(s)**

Pursuant to the Rights Offering Procedures, each Rights Offering Participant is entitled to participate in the Rights Offering to the extent of such Rights Offering Participant's Eligible Claims as of the Rights Offering Record Date.

- a. As of the Rights Offering Record Date, the amount of your Eligible Claim is:

|                           |
|---------------------------|
| \$ _____<br>[PRE-PRINTED] |
|---------------------------|

- b. Therefore, for the purposes of the Rights Offering, you have Rights to subscribe for up to the **maximum** aggregate original principal amount of Rights Offering Notes set forth in the box below (the "Total Maximum Subscription Amount"). Each Rights Offering Participant may subscribe for all or any portion of its Total Maximum Subscription Amount; *provided, however*, that a Rights Offering Participant may elect to subscribe for and purchase any portion of its Total Maximum Subscription Amount only in multiples of \$1,000.

|   |
|---|
| \$ _____<br>(the Total Maximum Subscription Amount) <sup>1</sup><br>[PRE-PRINTED] |
|---|

<sup>1</sup> The Total Maximum Subscription Amount shall equal the product of (rounded down to the nearest whole \$1,000) (a) \$43.3 million and (b) the quotient obtained by dividing (i) the amount set forth in Item 1.a. by (ii) the amount of (x) all Eligible General Unsecured Claims as of the Rights Offering Record Date held by each Person that has certified it is an Accredited Investor (as demonstrated by such Person's properly completed, duly executed and timely returned AI Questionnaire) on or prior to the Questionnaire Deadline plus (y) all Allowed Prepetition Notes Claims as of the Rights Offering Record Date.

## Item 2. Calculation of Aggregate Exercise Price

Your Aggregate Exercise Price shall be an amount equal to the portion of your Total Maximum Subscription Amount that you validly elect to subscribe for and purchase. The portion of your Total Maximum Subscription Amount that you elect to subscribe for and purchase shall only be in multiples of \$1,000. Please indicate your Aggregate Exercise Price below.

|   |
|---|
| \$ _____<br>(your Aggregate Exercise Price) |
|---|

To exercise your Rights, you must pay an amount equal to the Aggregate Exercise Price in accordance with the Payment Instructions set forth below in Item 4 so that such payment is actually received by the Subscription Agent at or before the Rights Offering Termination Time. Anything herein to the contrary notwithstanding, if any Backstop Party that holds an Eligible Claim as of the Rights Offering Record Date or any Backstop Party's Affiliate that holds an Eligible Claim as of the Rights Offering Record Date (in either case) participates in the Rights Offering in its capacity as a Rights Offering Participant, then such Backstop Party or such affiliate shall not be required to pay its Aggregate Exercise Price (if any) at or before the Rights Offering Termination Time, but rather shall be permitted to deposit its Aggregate Exercise Price into the Deposit Account at any time on or before the Deposit Deadline in the same manner that such Backstop Party would be required to deposit its Purchase Price pursuant to Section 1.2(b) of the Backstop Purchase Agreement.

## Item 3. Subscription Certifications, Representations, Warranties and Agreements

Except in the case of Section 1(a) of this Item 3, the certifications, representations, warranties and agreements set forth in this Item 3 shall be deemed to be made jointly and severally by the Rights Offering Participant exercising Rights and any Affiliate of such Rights Offering Participant. By returning the Rights Exercise Form:

1. The Rights Offering Participant hereby certifies that it (a) was the holder of the Eligible Claims identified in Item 1a as of the Rights Offering Record Date; (b) agrees to be bound by all the terms and conditions of the Rights Offering Procedures; (c) has obtained a copy of the Rights Offering Documents and understands that the exercise of Rights pursuant to the Rights Offering is subject to all the terms and conditions set forth in such Rights Offering Documents; (d) has read and understands Article X.B of the Plan and agrees to the releases set forth therein; and (e) has satisfied the Additional Conditions.
2. The Rights Offering Participant hereby represents and warrants that (a) to the extent such Rights Offering Participant is not an individual, it is duly formed, validly existing, and in good standing under the laws of the jurisdiction of its formation; and (b) it has the requisite power and authority to enter into, execute and deliver this Rights Exercise Form and to perform its obligations hereunder

and in each of the other Rights Offering Documents and has taken all necessary action required for due authorization, execution, delivery and performance hereunder and thereunder.

3. The Rights Offering Participant acknowledges and understands that this Rights Exercise Form shall not be binding on the Debtors or Reorganized Debtors until the conditions to effectiveness of the Plan, as set forth in the Plan, are satisfied.
4. The Rights Offering Participant hereby agrees that this Rights Exercise Form constitutes a valid and binding obligation of the Rights Offering Participant, enforceable against it in accordance with its terms, subject to applicable bankruptcy, insolvency, fraudulent conveyance, reorganization, moratorium, and similar laws affecting creditors' rights and remedies generally, and subject, as to enforceability, to general principles of equity, including principles of commercial reasonableness, good faith, and fair dealing (regardless of whether enforcement is sought in a proceeding at law or in equity).
5. The Rights Offering Participant hereby represents and warrants that the exercise of its Rights is and shall be irrevocable; *provided*, that (a) nothing in the Rights Offering Procedures shall amend, modify or otherwise alter the right of the Required Backstop Parties to terminate the Backstop Purchase Agreement pursuant to the terms of the Backstop Purchase Agreement, and (b) the right to participate in the Rights Offering of a Rights Offering Participant that holds an Eligible General Unsecured Claim as of the Rights Offering Record Date is subject to termination as set forth in the "Rights Forfeiture Events" section of the Rights Offering Procedures.
6. The Rights Offering Participant hereby represents and warrants that it has duly executed and properly completed an AI Questionnaire pursuant to which such Rights Offering Participant has certified that it is an Accredited Investor, and such Rights Offering Participant understands that the Debtors are relying on such certification.
7. The Rights Offering Participant hereby represents and warrants that (a) the Rights Offering Notes are being acquired by such Rights Offering Participant for the account of such Rights Offering Participant for investment purposes only, within the meaning of the Securities Act, and not with a view to the distribution thereof, and in compliance with all applicable securities laws; and (b) no one other than the Rights Offering Participant has any right to acquire the Rights Offering Notes being acquired by the Rights Offering Participant.
8. The Rights Offering Participant hereby represents and warrants that its financial condition is such that the Rights Offering Participant has no need for any liquidity in its investment in the Reorganized Debtors and is able to bear the risk of holding the Rights Offering Notes for an indefinite period of time and the risk of loss of its entire investment in the Reorganized Debtors.

9. The Rights Offering Participant hereby represents and warrants that it (a) is capable of evaluating the merits and risks of acquiring the Rights Offering Notes; and (b) has consulted, to the extent deemed appropriate, with its own advisors as to the financial, tax, legal and related matters concerning an investment in the Rights Offering Notes and on that basis believes that an investment in the Rights Offering Notes is suitable and appropriate for itself.
10. The Rights Offering Participant hereby represents and warrants that (a) it has been given the opportunity to (i) ask questions and receive satisfactory answers concerning the terms and conditions of the Rights Offering, and (ii) obtain additional information in order to evaluate the merits and risks of an investment in the Reorganized Debtors, and to verify the accuracy of the information contained in the Rights Offering Documents; (b) it has read and understands the Rights Offering Documents and the terms and conditions herein and therein and the risks associated with the Debtors and their business as described in the Disclosure Statement; and (c) no statement, printed material or other information that is contrary to the information contained in any Rights Offering Document has been given or made by or on behalf of the Debtors or the Backstop Parties to such Rights Offering Participant.
11. The Rights Offering Participant acknowledges and understands that:
  - a) An investment in the Reorganized Debtors is speculative and involves significant risks.
  - b) The Rights Offering Notes will be subject to certain restrictions on transferability as described in the Plan and, as a result of the foregoing, the marketability of the Rights Offering Notes will be severely limited.
  - c) The Rights Offering Participant will not transfer, sell or otherwise dispose of the Rights Offering Notes in any manner that will violate the Securities Act or any state or foreign securities laws.
  - d) The Rights Offering Notes have not been, and will not be, registered under the Securities Act or any state or foreign securities laws, and are being offered and sold in reliance upon federal, state and foreign exemptions from registration requirements for transactions not involving any public offering. The Rights Offering Participant recognizes that reliance upon such exemptions is based in part upon the representations of such Rights Offering Participant contained herein and in the AI Questionnaire executed and delivered by the Rights Offering Participant.
12. The Rights Offering Participant hereby represents and warrants that it is not relying upon any information, representation or warranty other than as expressly set forth in any of the Rights Offering Documents; *provided, however*, that the Backstop Parties are relying on the representations and warranties of the Debtors made in the Backstop Purchase Agreement.



13. The Rights Offering Participant hereby represents and warrants that it is aware that (a) no federal, state, local or foreign agency has passed upon the Rights Offering Notes or made any finding or determination as to the fairness of an investment in the Rights Offering Notes; and (b) the data set forth in any Rights Offering Documents or in any supplemental letters or materials thereto are not necessarily indicative of future returns, if any, which may be achieved by the Reorganized Debtors.
14. The Rights Offering Participant hereby acknowledges that the Debtors and the Reorganized Debtors seek to comply with all applicable anti-money laundering laws and regulations. In furtherance of such efforts, the Rights Offering Participant hereby represents and agrees that (a) no part of the Rights Offering Funds used by the Rights Offering Participant to acquire the Rights Offering Notes has been, or shall be, directly or indirectly derived from, or related to, any activity that may contravene federal, state, or international laws and regulations, including anti-money laundering laws and regulations; and (b) no contribution or payment to the Debtors or the Reorganized Debtors by the Rights Offering Participant shall cause the Debtors or the Reorganized Debtors to be in violation of any applicable anti-money laundering laws and regulations including without limitation, the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism (USA PATRIOT ACT) Act of 2001 and the U.S. Department of the Treasury Office of Foreign Assets Control regulations, each as amended. The Rights Offering Participant hereby agrees to (x) provide the Debtors and the Reorganized Debtors all information that may be reasonably requested to comply with applicable U.S. law; and (y) promptly notify the Debtors and the Reorganized Debtors (if legally permitted) if there is any change with respect to the representations and warranties provided herein.
15. The Rights Offering Participant hereby agrees to provide such information and to execute and deliver such documents as may reasonably be necessary to comply with any and all laws, rules and regulations to which the Debtors or Reorganized Debtors are subject.

Certification by Rights Offering Participant:

Date: \_\_\_\_\_

Name of Rights Offering Participant: \_\_\_\_\_

(Print or Type)

Social Security or Federal Tax I.D. No.: \_\_\_\_\_

Signature: \_\_\_\_\_

Name of Person Signing: \_\_\_\_\_

(If other than Rights Offering Participant)

Title (if corporation, partnership or LLC): \_\_\_\_\_

Street Address:

City, State, Zip Code: \_\_\_\_\_

Contact E-mail: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

Certification by Affiliate 1<sup>2</sup>:

Date: \_\_\_\_\_

Name of Affiliate: \_\_\_\_\_

(Print or Type)

Social Security or Federal Tax I.D. No.: \_\_\_\_\_

Signature: \_\_\_\_\_

Name of Person Signing: \_\_\_\_\_

(If other than Affiliate)

Title (if corporation, partnership or LLC): \_\_\_\_\_

Street Address:

City, State, Zip Code: \_\_\_\_\_

Contact E-mail: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

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<sup>2</sup> Certifications by additional Affiliates to be attached as necessary.

#### **Item 4. Payment Instructions**

You must make your payment of the Aggregate Exercise Price calculated in Item 2c above (if any) by wire transfer so that it is *actually received* by the Subscription Agent at or before the Rights Offering Termination Time.

Please have wire transfers delivered to: [TBD]

#### **Item 5. Tax Information**

1. Each Rights Offering Participant that is a U.S. person<sup>3</sup> must provide its taxpayer identification number on a signed Internal Revenue Service (“IRS”) form W-9 to the Subscription Agent. This form is necessary for the Debtors and the Reorganized Debtors, as applicable, to comply with its tax filing obligations and to establish that the Rights Offering Participant is not subject to certain withholding tax obligations applicable to U.S. and non-U.S. persons. The enclosed W-9 form contains detailed instructions for furnishing this information.
2. Each Rights Offering Participant that is not a U.S. person (as defined in the previous paragraph) is required to provide information about its status for withholding purposes, generally on an IRS form W-8BEN (for individuals) or W-8BEN-E (for most foreign entities), form W-8IMY (for most foreign intermediaries, flow-through entities, and certain U.S. branches), form W-8EXP (for most foreign governments, foreign central banks of issue, foreign tax-exempt organizations, foreign private foundations, and governments of certain U.S. possessions), or form W-8ECI (for most non-U.S. persons receiving income that is effectively connected with the conduct of a trade or business in the United States). Each Rights Offering Participant that is not a U.S. person should provide the Subscription Agent with the appropriate form W-8. Please contact the Subscription Agent if you need further information regarding these forms. Rights Offering Participants may also access the IRS website ([www.irs.gov](http://www.irs.gov)) to obtain the appropriate form W-8 and its instructions.

#### **Item 6. Miscellaneous**

1. The representations, warranties, covenants, and agreements of the Rights Offering Participant contained in this Rights Exercise Form will survive the execution hereof and the distribution of the Rights Offering Notes to such Rights Offering Participant.

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<sup>3</sup> The definition of “U.S. person” for this purpose includes a U.S. citizen or resident, a corporation organized in the United States, a partnership organized in the United States, a limited liability company organized in the United States (other than a limited liability company wholly-owned by a foreign person), an estate (other than a foreign estate the income of which, from sources without the United States which is not effectively connected with the conduct of a trade or business within the United States, is not includible in gross income), and a trust if (1) a court within the United States is able to exercise primary supervision over the administration of the trust, and (2) one or more U.S. persons have the authority to control all substantial decisions of the trust.

2. Neither this Rights Exercise Form nor any provision hereof shall be waived, modified, discharged, or terminated except by an instrument in writing signed by the party against whom any such waiver, modification, discharge, or termination is sought; *provided, however*, that any waiver by (a) the Debtors shall not be valid without the prior written consent of the Required Backstop Parties; and (b) the Reorganized Debtors shall be in accordance with the Plan and the terms contained herein.
3. References herein to a person or entity in either gender include the other gender or no gender, as appropriate.
4. This Rights Exercise Form may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which taken together shall be deemed to constitute one and the same agreement.
5. This Rights Exercise Form and its validity, construction and performance shall be governed in all respects by the laws of the State of New York.

*[Remainder of Page Intentionally Left Blank]*

**SCHEDULE 2**

**Form of AI Questionnaire**

## **INSTRUCTIONS TO AI QUESTIONNAIRE**<sup>1</sup>

You have received the attached accredited investor questionnaire (the “AI Questionnaire”) because you are a holder of an Eligible Claim (as defined below) as of August 14, 2020 (the “Questionnaire Record Date”). If you wish to participate in the Rights Offering, you must deliver (through your Nominee (as defined below), if your Eligible Claim is held in “street name” by a bank, brokerage house, or other financial institution) a duly executed and properly completed copy of this AI Questionnaire to the Subscription Agent (as defined below) so that it is *actually received* by the Subscription Agent on or before September 4, 2020 (the “Questionnaire Deadline”); *provided, however*, that any Backstop party that holds an Eligible Claim as of the Questionnaire Record Date and any Backstop Party’s Affiliate that holds an Eligible Claim as of the Questionnaire Record Date shall not be required to complete and deliver an AI Questionnaire and shall be deemed a Rights Offering Participant (as defined below).

“Allowed” means, solely for purposes of these Rights Offering Procedures, with respect to any Claims (or any portion thereof), as of any date of determination, (a) a Claim that is evidenced by a Proof of Claim filed by the applicable Claims Bar Date in accordance with the Claims Bar Date Order; (b) a Claim that is listed in the Schedules as not contingent, not unliquidated, and not disputed, and for which no Proof of Claim has been timely filed; or (c) a Claim that is allowed pursuant to the Plan or a Final Order of the Bankruptcy Court as of such date; provided, that with respect to a Claim described in clauses (a) and (b) above (except any Claim previously allowed pursuant to the DIP Orders), such Claim shall be considered “Allowed” as of such date of determination only to the extent that, with respect to such Claim, no objection to allowance or priority or request for estimation thereof has been interposed on or prior to such date, or such an objection is so interposed and the Claim has been allowed by Final Order of the Bankruptcy Court as of such date; provided, further that, solely for purposes of these Rights Offering Procedures, any objection to allowance or priority or request for estimation of a Claim must be filed by no later than the Rights Offering Record Date.

“Disallowed” shall have the meaning given to such term in the Plan.

“Disputed” means, solely for purposes of these Rights Offering Procedures, with respect to any Claim (or any portion thereof), as of any date of determination, a Claim that is neither Allowed nor Disallowed as of such date.

“Eligible Claim” means any Allowed Prepetition Notes Claim or Eligible General Unsecured Claim.

“Eligible General Unsecured Claim” means any General Unsecured Claim that is either Allowed or Disputed. For the avoidance of doubt, “General Unsecured Claims” shall not include “Prepetition Notes Claims.”

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<sup>1</sup> All capitalized terms used but not otherwise defined herein shall have the meanings ascribed to them in the Rights Offering Procedures to which this AI Questionnaire is attached.

If (a) your Eligible Claims are held directly in your own name and *not* through any Nominee, you may deliver, or (b) your Eligible Claims are held in “street name” by a bank, brokerage house, or other financial institution, you must coordinate with your Nominee (as defined herein) to submit, this AI Questionnaire via electronic mail or regular mail, overnight or hand delivery to KCC LLC, the subscription agent for the Rights Offering (in such capacity, the “Subscription Agent”), so that it is *actually received* by the Subscription Agent at or before the Questionnaire Deadline, at the following address:

**Hi-Crush Inc.**  
**c/o KCC**  
**222 North Pacific Coast Highway, Suite 300**  
**El Segundo, California 90245-5614**  
**+1 (877) 499-4509 (Domestic)**  
**+1 (917) 281-4800 (International)**

**Via Email: HiCrushInfo@kccllc.com**

To duly execute, properly complete and deliver to the Subscription Agent this AI Questionnaire:

1. Review the amount of your Eligible Claim in Section 1.
2. Complete the “Eligibility Certification” in Section 2.
3. Initial next to the applicable paragraph in the “Accredited Investor Certification” in Section 3.
4. Coordinate to have your Nominee complete the Nominee Confirmation of Ownership in Section 4 if you are a holder of an Allowed Prepetition Notes Claim.
5. Deliver (or have your Nominee deliver, if applicable) this AI Questionnaire to the Subscription Agent so that it is *actually received* by the Subscription Agent on or before the Questionnaire Deadline.

[Remainder of Page Intentionally Left Blank.]

**AI QUESTIONNAIRE**

**DELIVER TO (BY WAY OF NOMINEE, IF APPLICABLE):**

**Hi-Crush Inc.**  
**c/o KCC**  
**222 North Pacific Coast Highway, Suite 300**  
**El Segundo, California 90245-5614**  
**+1 (877) 499-4509 (Domestic)**  
**+1 (917) 281-4800 (International)**

**Via Email: HiCrushInfo@kccllc.com**

**Section 1: Confirmation of Ownership**

**Your ownership of an Eligible Claim must be confirmed in order to be eligible to receive Rights.**

If you hold an Eligible Claim based on your ownership of Prepetition Notes, and your Prepetition Notes are held in “street name” by a bank, brokerage house, or other financial institution (each, a “Nominee”), you must forward your AI Questionnaire to the Nominee with sufficient time for the Nominee to complete the “Nominee Confirmation of Ownership” in Section 4 of this AI Questionnaire (including providing the Nominee’s medallion guarantee or list of authorized signatories) and for the Nominee to deliver the AI Questionnaire to the Subscription Agent so that it is *actually received* by the Subscription Agent on or before the Questionnaire Deadline. If authorized to do so, the Nominee may complete the entire AI Questionnaire on your behalf.

**Item 1. Amount of Eligible Claim(s).** I certify that I hold an Eligible Claim in the following amount as of the Questionnaire Deadline (September 4, 2020) set forth in the box below or that I am the authorized signatory of that beneficial owner.

|          |
|----------|
| \$ _____ |
|----------|

**Section 2: Eligibility Certification**

In order to receive Rights under the Plan, the holder of an Eligible Claim must:

1. Be an Accredited Investor;
2. Answer “Yes” to Question 1 below; and
3. Deliver a duly executed and properly completed copy of this AI Questionnaire to the Subscription Agent so that it is *actually received* by the Subscription Agent on or before the Questionnaire Deadline.



**Question 1.** Is the respondent an “Accredited Investor”? \_\_\_ Yes \_\_\_ No

If “Yes”, please indicate which category (*i.e.*, 1 through 8) of Section 3 below that the respondent falls under: \_\_\_\_\_

IN WITNESS WHEREOF, I certify that: (i) I am an authorized signatory of the holder indicated below; (ii) I executed this AI Questionnaire on the date set forth below; and (iii) this AI Questionnaire (x) contains accurate representations with respect to the undersigned and (y) is a certification to the Debtors and the Bankruptcy Court.

\_\_\_\_\_  
(Signature)

By: \_\_\_\_\_  
(Please Print or Type)

Title: \_\_\_\_\_  
(Please Print or Type)

Address, telephone number and facsimile number:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Certain communications during the Rights Offering may be performed via e-mail. For that reason, you are required to provide your e-mail address below:

\_\_\_\_\_  
(E-Mail Address)

**Section 3: Accredited Investor Certification**

Please indicate the basis on which you would be deemed an “Accredited Investor” by initialing the appropriate line provided below.

An Accredited Investor shall include any person who comes within any of the following categories, or who the issuer reasonably believes comes within any of the following categories, at the time of the sale of the securities to that person:

1. \_\_\_\_\_ **initials** any bank as defined in section 3(a)(2) of the Securities Act of 1933 (as amended and including any rule or regulation promulgated thereunder, the “Securities Act”), or any savings and loan association or other institution as defined in section 3(a)(5)(A) of the Securities Act, whether in its individual or fiduciary capacity; any broker or dealer registered pursuant to section 15 of the Securities Exchange Act of 1934, as amended; any insurance company as defined in section 2(a)(13) of the Securities Act; any investment company registered under the Investment Company Act of 1940, as amended, or a business development company as defined in section 2(a)(48) of that Act; any Small Business Investment Company licensed by the U.S. Small Business Administration under section 301(c) or (d) of the Small Business Investment Act of 1958, as amended; any plan established and maintained by a state, its political subdivisions, or any agency or instrumentality of a state or its political subdivisions, for the benefit of its employees, if such plan has total assets in excess of \$5,000,000; any employee benefit plan within the meaning of the Employee Retirement Income Security Act of 1974, as amended, if the investment decision is made by a plan fiduciary, as defined in section 3(21) of such Act, which is either a bank, savings and loan association, insurance company, or registered investment adviser, or if the employee benefit plan has total assets in excess of \$5,000,000 or, if a self-directed plan, with investment decisions made solely by persons that are accredited investors;
2. \_\_\_\_\_ **initials** any private business development company as defined in section 202(a)(22) of the Investment Advisers Act of 1940, as amended;
3. \_\_\_\_\_ **initials** any organization described in section 501(c)(3) of the Internal Revenue Code of 1986, as amended, corporation, Massachusetts or similar business trust, or partnership, not formed for the specific purpose of acquiring the securities offered, with total assets in excess of \$5,000,000;
4. \_\_\_\_\_ **initials** any director, executive officer, or general partner of the issuer of the securities being offered or sold, or any director, executive officer, or general partner of a general partner of that issuer;

5. \_\_\_\_\_ **initials** any natural person whose individual net worth, or joint net worth with that person's spouse, exceeds \$1,000,000;<sup>1</sup>
6. \_\_\_\_\_ **initials** any natural person who had an individual income in excess of \$200,000 in each of the two most recent years or joint income with that person's spouse in excess of \$300,000 in each of those years and has a reasonable expectation of reaching the same income level in the current year;
7. \_\_\_\_\_ **initials** any trust, with total assets in excess of \$5,000,000, not formed for the specific purpose of acquiring the securities offered, whose purchase is directed by a sophisticated person as described in 17 C.F.R. 230.506(b)(2)(ii); and
8. \_\_\_\_\_ **initials** any entity in which all of the equity owners are accredited investors.

#### **Section 4: Nominee Confirmation of Ownership and DTC Matters**

- (A) **WITH RESPECT TO ELIGIBLE GENERAL UNSECURED CLAIMS ONLY. The New Secured Convertible Notes are expected to be held through DTC. Thus, in order to receive New Secured Convertible Notes, you must have, or open, a brokerage account with a DTC participant to act as your nominee to hold any New Secured Convertible Notes purchased by you in the Rights Offering. The Subscription Agent will coordinate with you to obtain this information prior to the allocation of the New Secured Convertible Notes.**
- (B) **TO BE COMPLETED BY HOLDERS OF PREPETITION NOTES ONLY. Your ownership of Prepetition Notes must be confirmed in order to participate in the Rights Offering.**

The nominee holding your Prepetition Notes Claims as of September 4, 2020 (the "Questionnaire Deadline") must complete Box A on your behalf. Box B is only required if any or all of your Prepetition Notes Claims were on loan as of the Questionnaire Deadline (as determined by your nominee). Please attach a separate Nominee Certification if your Prepetition Notes Claims are held through more than one nominee.

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<sup>1</sup> For the purposes of determining net worth: (A) the person's primary residence shall not be included as an asset; (B) indebtedness that is secured by the person's primary residence, up to the estimated fair market value of the primary residence at the time of the sale of securities, shall not be included as a liability (except that if the amount of such indebtedness outstanding at the time of sale of securities exceeds the amount outstanding 60 days before such time, other than as a result of the acquisition of the primary residence, the amount of such excess shall be included as a liability); and (C) indebtedness that is secured by the person's primary residence in excess of the estimated fair market value of the primary residence at the time of the sale of securities shall be included as a liability.

**Box A**  
**For Use Only by the Nominee**

DTC Participant Name: \_\_\_\_\_

DTC Participant Number: \_\_\_\_\_

Principal Amount of Prepetition Notes (CUSIP 428337 AA 7) held by this account as of the Questionnaire Deadline:  
\_\_\_\_\_ principal amount

Principal Amount of Prepetition Notes (CUSIP U322H AA 0) held by this account as of the Questionnaire Deadline:  
\_\_\_\_\_ principal amount

Medallion Guarantee:

Nominee Authorized Signature: \_\_\_\_\_

Nominee Contact Name: \_\_\_\_\_

Nominee Contact Tel #: \_\_\_\_\_

Nominee Contact Email: \_\_\_\_\_

Beneficial Holder Name: \_\_\_\_\_

**Box B**  
**Nominee Proxy - Only if Needed**

DTC Participant Name: \_\_\_\_\_

DTC Participant Number: \_\_\_\_\_

Principal Amount of Prepetition Notes (CUSIP 428337 AA 7) held on behalf of, and hereby assigned to, the Nominee listed in Box A as of the Questionnaire Deadline:  
\_\_\_\_\_ principal amount

Principal Amount of Prepetition Notes (CUSIP U4322H AA 0) held on behalf of, and hereby assigned to, the Nominee listed in Box A as of the Questionnaire Deadline:  
\_\_\_\_\_ principal amount

Medallion Guarantee:

Nominee Authorized Signature: \_\_\_\_\_

Nominee Contact Name: \_\_\_\_\_

Nominee Contact Tel #: \_\_\_\_\_

Nominee Contact Email: \_\_\_\_\_

Beneficial Holder Name: \_\_\_\_\_

For multiple accounts at the same Nominee, a Medallion Guaranteed table of Beneficial Holder Names, Beneficial Holder Account Numbers and Principal Amounts of the Prepetition Notes held as of the Questionnaire Record Date may be provided.

**DELIVER TO (BY WAY OF NOMINEE, IF APPLICABLE):**

**Hi-Crush Inc.**  
**c/o KCC**  
**222 North Pacific Coast Highway, Suite 300**  
**El Segundo, California 90245-5614**  
**+1 (877) 499-4509 (Domestic)**  
**+1 (917) 281-4800 (International)**  
**Via Email: HiCrushInfo@kccllc.com**

**Exhibit 10**

**Cure Notice**

**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 CURE AMOUNTS IN CONNECTION WITH CONTRACTS AND LEASES**

**TO: ALL NON-DEBTOR COUNTERPARTIES TO THE DEBTORS’ CONTRACTS AND LEASES LISTED ON THE CONTRACT SCHEDULE ATTACHED HERETO**

**PLEASE TAKE NOTICE** that pursuant to the *Order (I) Approving Adequacy of Disclosure Statement, (II) Scheduling Hearing on Confirmation of Plan, (III) Establishing Deadline to Object to Plan and Form of Notice Thereof, (IV) Approving (A) Solicitation Procedures, (B) Forms of Ballots and Notices of Non-Voting and Limited Voting Status, and (C) Rights Offering Materials, (V) Approving Procedures for Assumption of Contracts and Leases and Form and Manner of Cure Notice, and (VI) Granting Related Relief* [Docket No. [ ● ]] (the “**Disclosure Statement Order**”)<sup>2</sup> entered by the United States Bankruptcy Court for the Southern District of Texas, Houston Division (the “**Court**”) on [●], 2020, the above-captioned debtors and debtors in possession (the “**Debtors**”), hereby provide notice (this “**Cure Notice**”) that one or more of the Debtors is party to the contract(s) or unexpired lease(s) (each, a “**Contract or Lease**” and, collectively, the “**Contracts and Leases**”) listed on Exhibit A attached hereto (the “**Contract Schedule**”) to which you are a counterparty. The Debtors have conducted a review of their books and records and have determined that the cure amount for unpaid monetary obligations under such Contract(s) or Lease(s) is as set forth on the Contract Schedule (the “**Cure Amount**”).

**YOU ARE RECEIVING THIS NOTICE BECAUSE YOU OR ONE OF YOUR AFFILIATES IS A COUNTERPARTY (A “CONTRACT PARTY”) TO ONE OR MORE CONTRACTS OR LEASES, WITH ONE OR MORE OF THE DEBTORS, WHICH MAY**

<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.

<sup>2</sup> Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to them in the Disclosure Statement Order.

**BE EXECUTORY CONTRACTS OR UNEXPIRED LEASES AS SET FORTH ON THE CONTRACT SCHEDULE ATTACHED HERETO AS EXHIBIT A.**<sup>3</sup>

**PLEASE TAKE FURTHER NOTICE** that if the Contract Schedule lists a Cure Amount of \$0.00 for a particular Contract or Lease, the Debtors believe there is no cure amount outstanding for that Contract or Lease as of the date of this Cure Notice.

**PLEASE TAKE FURTHER NOTICE** that if you agree with the Cure Amount associated with a Contract or Lease to which you are a party as of the date of this Cure Notice, you need not take any action.

**PLEASE TAKE FURTHER NOTICE** that if you disagree with the proposed Cure Amount, object to the proposed assumption of the Contract(s) or Lease(s) or object to the Debtors' ability to provide adequate assurance of future performance with respect to any Contract(s) or Lease(s), you must file an objection (a "**Cure Objection**") with the Court no later than 5:00 p.m. (Prevailing Central Time) on September 18, 2020 (or the 14th day after the date the objecting Contract Party is served with the Cure Notice, if such date is later than September 18, 2020) (the "**Cure Objection Deadline**"). Any Cure Objection must (a) be in writing; (b) set forth the nature of the objector's claims against or interests in the Debtors' estates and the basis for the objection and the specific grounds therefor; (c) comply with the Bankruptcy Rules, Bankruptcy Local Rules, and orders of this Court; and (d) be filed, contemporaneously with a proof of service, with the Bankruptcy Court and served so that it is **actually received** no later than the Cure Objection Deadline by the parties listed below (the "**Notice Parties**").

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);

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<sup>3</sup> This Cure Notice is being sent to counterparties to contracts and leases that may be executory contracts and unexpired leases. This Cure Notice is *not* an admission by the Debtors that such contract or lease is executory or unexpired.

- 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).

**PLEASE TAKE FURTHER NOTICE** that pursuant to the Disclosure Statement Order, if you do not timely file a Cure Objection by the appropriate deadline, then you shall forever be barred and estopped from objecting: (a) to the Cure Amount as the amount to cure all defaults to satisfy section 365 of the Bankruptcy Code and from asserting that any additional amounts are due or defaults exist; (b) that any conditions to assumption must be satisfied under the Contract or Lease to which you are a Contract Party before such Contract or Lease can be assumed; or (c) that the Debtors have not provided adequate assurance of future performance as contemplated by section 365 of the Bankruptcy Code.

**PLEASE TAKE FURTHER NOTICE** that if you do not object to (a) the Cure Amount for your Contract(s) or Lease(s); (b) the ability of the Debtors to provide adequate assurance of future performance as required by section 365 of the Bankruptcy Code; or (c) any other matter pertaining to assumption, then the Cure Amount(s) owed to you shall be paid as soon as reasonably practicable after the effective date of the assumption of such Contracts or Leases.

**PLEASE TAKE FURTHER NOTICE** that in the event of a timely filed Cure Objection by a Contract Party regarding: (a) the amount of any Cure Amount; (b) the ability of the Debtors or the reorganized Debtors, as applicable, to provide “adequate assurance of future performance” (within the meaning of section 365 of the Bankruptcy Code), if applicable, under the Contract(s) or Lease(s) to be assumed; or (c) any other matter pertaining to assumption, the Court shall hear such Cure Objection and determine the amount of any disputed Cure Amount not settled by the parties at the Confirmation Hearing, which is scheduled to take place on September 23, 2020 at 2:00 p.m. (Prevailing Central Time) in Courtroom 400, 4<sup>th</sup> Floor, 515 Rusk Street, Houston, TX 77002 or via videoconference, if necessary.<sup>4</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.

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<sup>4</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



**PLEASE TAKE FURTHER NOTICE** that the Debtors' listing of a Contract or Lease on this Cure Notice shall not be deemed or construed as (a) a promise by the Debtors to seek the assumption of such Contract or Lease, (b) a limitation or waiver on the Debtors' ability to amend, modify or supplement this Cure Notice with an updated Cure Amount for a particular Contract or Lease, which updated Cure Amount may be lower than the original Cure Amount listed for such particular Contract or Lease, (c) a limitation or waiver on the Debtors' ability to seek to reject any Contract or Lease, or (d) an admission that any Contract or Lease is, in fact, an executory contract or unexpired lease under section 365 of the Bankruptcy Code. Moreover, the Debtors explicitly reserve their rights, in their sole discretion, to reject or assume each Contract or Lease pursuant to section 365(a) of the Bankruptcy Code and nothing herein (i) alters in any way the prepetition nature of the Contracts and Leases or the validity, priority, or amount of any claims of a counterparty to a Contract or Lease against the Debtors that may arise under such Contract or Lease, (ii) creates a postpetition contract or agreement, or (iii) elevates to administrative expense priority any claims of a counterparty to a Contract or Lease against the Debtors that may arise under such Contract or Lease. The Debtors reserve all their rights, claims and causes of action with respect to the contracts, leases and other agreements listed on the Contract Schedule.

**PLEASE TAKE FURTHER NOTICE** that all documents filed with the Court in connection with the above-captioned Chapter 11 cases, including the Disclosure Statement Order and the Plan, are available for free on the case information website of the Debtors' Voting and Claims Agent, Kurtzman Carson Consultants LLC at [www.kccllc.net/hicrush](http://www.kccllc.net/hicrush).

**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.**

**Exhibit 11**

**Disclosure Statement Cover Letter**

*[To be filed in advance of Disclosure Statement Hearing]*