Docket #0410 Date Filed: 09/22/2020

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

In re:	:	Chapter 11
HI-CRUSH INC., *et al.*,[1]	:	Case No. 20-33495 (DRJ)
Debtors.	:	(Jointly Administered)

DEBTORS' AMENDED[2] WITNESS AND EXHIBIT LIST
FOR HEARING ON SEPTEMBER 23, 2020

The above-captioned debtors and debtors-in-possession (collectively, the "**Debtors**") file this Witness and Exhibit List for the hearing to be held on September 23, 2020, at 2:00 p.m. (prevailing Central Time) (the "**Hearing**").

WITNESSES

The Debtors may call any of the following witnesses at the Hearing:

1. J. Philip McCormick, Jr., Chief Financial Officer of the Debtors;
2. Ryan Omohundro, Alvarez & Marsal North America, LLC;
3. Ari Lefkovits, Lazard Frères & Co. LLC;
4. Varouj Bakhshian, Kurtzman Carson Consultants LLC;
5. Peter Walsh, Kurtzman Carson Consultants LLC;

[1] 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.

[2] The original Witness and Exhibit List [Docket No. 390] is amended to include Exhibits 14-19.

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6. Any witness listed by any other party; and

7. Rebuttal witnesses as necessary.

EXHIBITS

The Debtors may offer into evidence any one or more of the following exhibits at the Hearing:

Ex. #	Description	Offered	Objection	Admitted/ Not Admitted	Disposition
1.	Joint Plan of Reorganization for Hi-Crush Inc. and its Affiliate Debtors under Chapter 11 of the Bankruptcy Code [Docket No. 289]				
2.	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. 290], *including:* a) Financial Projections [Docket No. 290, Ex. B] b) Liquidation Analysis [Docket No. 290, Ex. C] c) Valuation Analysis [Docket No. 290, Ex. E]				
3.	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. 288]				

4.	KCC's Affidavit of Publication of the Notice of (I) Plan Confirmation Hearing, (II) Objection and Voting Deadlines, and (III) Solicitation and Voting Procedures in the Houston Chronicle [Docket No. 323]				
5.	KCC's Affidavit of Publication of the Notice of the Notice of (I) Plan Confirmation Hearing, (II) Objection and Voting Deadlines, and (III) Solicitation and Voting Procedures in The New York Times [Docket No. 324]				
6.	KCC's Supplemental Certificate of Service re: Notice of (I) Plan Confirmation Hearing, (II) Objection and Voting Deadlines and (III) Solicitation and Voting Procedures [Docket No. 326]				
7.	KCC's Certificate of Service re: Solicitation Materials Served on August 20, 2020 [Docket No. 328]				
8.	Notice of Cure Amounts in Connection with Contracts and Leases [Docket No. 344]				
9.	Debtors' Preliminary Objection, Solely for Purposes of the Rights Offering, to Claims filed by CIG Odessa, LLC [Docket No. 346], *including:* a) Declaration of Mark Skolos [Docket No. 346-1]				
10.	Debtors' Preliminary Objection, Solely for Purposes of the Rights Offering, to Claims filed by CCA Financial LLC [Docket No. 347], *including:* a) Declaration of Mark Skolos [Docket No. 347-1]				
11.	Debtors' Preliminary Objection, Solely for Purposes of the Rights Offering, to Claim filed by Chicago Freight Car Leasing Co. [Docket No. 348], *including:* a) Declaration of Mark Skolos [Docket No. 348-1]				

12.	KCC's Supplemental Certificate of Service re 1) Joint Plan of Reorganization for Hi-Crush Inc. and its Affiliate Debtors Under Chapter 11 of the Bankruptcy Code and 2) 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. 362]				
13.	Notice of Filing of Plan Supplement for the Joint Plan of Reorganization for Hi-Crush Inc. and its Affiliate Debtors under Chapter 11 of the Bankruptcy Code [Docket No. 365]				
14.	Declaration of J. Philip McCormick, Jr. in Support of Confirmation of the Joint Plan of Reorganization for Hi-Crush Inc. and its Affiliate Debtors under Chapter 11 of the Bankruptcy Code [Docket No. 397]				
15.	Declaration of Ryan Omohundro in Support of Confirmation of the Joint Plan of Reorganization for Hi-Crush Inc. and its Affiliate Debtors under Chapter 11 of the Bankruptcy Code [Docket No. 398], including Exhibit A: a) Liquidation Analysis [Docket No. 290, Ex. C]				
16.	Declaration of Ari Lefkovits in Support of Confirmation of the Joint Plan of Reorganization for Hi-Crush Inc. and its Affiliate Debtors under Chapter 11 of the Bankruptcy Code [Docket No. 399], including Exhibit A: a) Valuation Analysis [Docket No. 290, Ex. E]				
17.	Declaration of Varouj Bakhshian Regarding the Solicitation and Tabulation of Votes on the Joint Plan of Reorganization for Hi-Crush Inc. and its Affiliate Debtors under Chapter 11 of the Bankruptcy Code [Docket No. 400]				

18.	Notice of Filing of Second Plan Supplement for the Joint Prepackaged Plan of Reorganization for Hi-Crush Inc. and its Affiliate Debtors under Chapter 11 of the Bankruptcy Code [Docket No. 401]				
19.	Notice of Filing of Third Plan Supplement for the Joint Prepackaged Plan of Reorganization for Hi-Crush Inc. and its Affiliate Debtors under Chapter 11 of the Bankruptcy Code [Docket No. 408]				
	Any document or pleading filed in the above-captioned cases				
	Any exhibit introduced by any other party				
	Rebuttal exhibits as necessary				

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The Debtors reserve their right to amend or supplement this Witness and Exhibit List as necessary in advance of the Hearing.

Signed: September 22, 2020
Houston, Texas

Respectfully Submitted,

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

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Counsel for the Debtors and Debtors-in-Possession

CERTIFICATE OF SERVICE

I certify that on September 22, 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

Solicitation Version

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

In re:	:	Chapter 11
HI-CRUSH INC., *et al.*, [1]	:	Case No. 20-33495 (DRJ)
Debtors.	:	(Jointly Administered)

JOINT PLAN OF REORGANIZATION FOR HI-CRUSH INC. AND ITS AFFILIATE DEBTORS UNDER CHAPTER 11 OF THE BANKRUPTCY CODE

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Proposed Counsel for the Debtors and Debtors-in-Possession

Dated: August 15, 2020

[1] 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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JOINT PLAN OF REORGANIZATION FOR HI-CRUSH INC. AND ITS AFFILIATE DEBTORS UNDER CHAPTER 11 OF THE BANKRUPTCY CODE

Hi-Crush Inc. and the other above-captioned debtors and debtors-in-possession (each a "**Debtor**" and, collectively, the "**Debtors**") jointly propose the following chapter 11 plan of reorganization (this "**Plan**") for the resolution of the outstanding Claims (as defined below) against, and Equity Interests (as defined below) in, each of the Debtors. Although proposed jointly for administrative purposes, this Plan constitutes a separate Plan for each Debtor for the resolution of outstanding Claims against and Equity Interests in each Debtor pursuant to the Bankruptcy Code (as defined below). The Debtors are the proponents of this Plan within the meaning of section 1129 of the Bankruptcy Code. Reference is made to the Disclosure Statement (as such term is defined herein and distributed contemporaneously herewith) for a discussion of the Debtors' history, business, results of operations, historical financial information, and projections, and for a summary and analysis of this Plan, the treatment provided for herein and certain related matters. There also are other agreements and documents, which will be filed with the Bankruptcy Court (as defined below), that are referenced in this Plan or the Disclosure Statement as Exhibits or are a part of the Plan Supplement. All such Exhibits and the Plan Supplement are incorporated into and are a part of this Plan as if set forth in full herein. Subject to certain restrictions and requirements set forth in 11 U.S.C. § 1127, Fed. R. Bankr. P. 3019 and the terms and conditions set forth in this Plan, the Debtors reserve the right to alter, amend, modify, revoke or withdraw this Plan prior to its substantial consummation.

ARTICLE I.

RULES OF INTERPRETATION, COMPUTATION OF TIME AND DEFINED TERMS

A. Rules of Interpretation; Computation of Time

For purposes herein: (a) in the appropriate context, each term, whether stated in the singular or the plural, shall include both the singular and the plural, and pronouns stated in the masculine, feminine or neuter gender shall include the masculine, feminine and the neuter gender; (b) any reference herein to a contract, lease, instrument, release, indenture, or other agreement or document being in a particular form or on particular terms and conditions means that the referenced item shall be substantially in that form or substantially on those terms and conditions; (c) except as otherwise provided herein, any reference herein to an existing or to be Filed contract, lease, instrument, release, indenture, or other agreement or document shall mean as it may be amended, modified or supplemented from time to time; (d) any reference to an Entity as a Holder of a Claim or an Equity Interest includes that Entity's successors and assigns; (e) unless otherwise specified, all references herein to "Articles", "Sections", and "Exhibits" are references to Articles, Sections, and Exhibits hereof or hereto; (f) unless otherwise stated, the words ''herein,'' "hereof," "hereunder" and ''hereto'' refer to this Plan in its entirety rather than to a particular portion of this Plan; (g) subject to the provisions of any contract, certificate of incorporation, by-law, instrument, release, indenture, or other agreement or document entered into in connection with this Plan and except as expressly provided in Article XII.C of this Plan, the rights and obligations arising pursuant to this Plan shall be governed by, and construed and enforced in accordance with the applicable federal law, including the Bankruptcy Code and Bankruptcy Rules; (h) captions and headings to Articles and Sections are inserted for convenience of reference only and are not intended to be a part of or to affect the interpretation hereof; (i) the rules of construction set forth in section 102 of the Bankruptcy Code shall apply to this Plan; (j) references to a specific article, section, or subsection of any statute, rule, or regulation expressly referenced herein shall, unless otherwise specified, include any amendments to or successor provisions of such article, section, or subsection; (k) any term used in capitalized form herein that is not otherwise defined

but that is used in the Bankruptcy Code or the Bankruptcy Rules shall have the meaning assigned to that term in the Bankruptcy Code or the Bankruptcy Rules, as the case may be; (l) all references to docket numbers of documents Filed in the Chapter 11 Cases are references to the docket numbers under the Bankruptcy Court's CM/ECF system; (m) references to "shareholders," "directors," and/or "officers" shall also include "members" and/or "managers," as applicable, as such terms are defined under the applicable state limited liability company laws; (n) the words "include" and "including," and variations thereof, shall not be deemed to be terms of limitation, and shall be deemed to be followed by the words "without limitation"; (o) any reference in this Agreement to "$" or "dollars" shall mean U.S. dollars; and (p) all references to statutes, regulations, orders, rules of courts, and the like shall mean as amended from time to time, and as applicable to the Chapter 11 Cases, unless otherwise stated. Except as otherwise specifically provided in this Plan to the contrary, references in this Plan to "the Debtors" or to "the Reorganized Debtors" shall mean "the Debtors and the Reorganized Debtors", as applicable, to the extent the context requires.

Unless otherwise specifically stated herein, the provisions of Bankruptcy Rule 9006(a) shall apply in computing any period of time prescribed or allowed herein. If the date on which a transaction may occur pursuant to this Plan shall occur on a day that is not a Business Day, then such transaction shall instead occur on the next succeeding Business Day.

B. Defined Terms

Unless the context otherwise requires, the following terms shall have the following meanings when used in capitalized form herein:

"*510(b) Equity Claim*" means any Claim subordinated pursuant to section 510(b) of the Bankruptcy Code.

"*Accredited Investor*" has the same meaning ascribed to such term in Rule 501 under the Securities Act.

"*Ad Hoc Noteholders Committee*" means that certain ad hoc committee of Holders of the Prepetition Notes represented by the Ad Hoc Noteholders Committee Professionals.

"*Ad Hoc Noteholders Committee Fees and Expenses*" means all unpaid reasonable and documented costs, fees, disbursements, charges and out-of-pocket expenses of the Ad Hoc Noteholders Committee, in their capacity as DIP Term Loan Lenders and Backstop Parties, incurred in connection with the Chapter 11 Cases, including, but not limited to, the reasonable and documented costs, fees, disbursements, charges and out-of-pocket expenses of the Ad Hoc Noteholders Committee Professionals.

"*Ad Hoc Noteholders Committee Professionals*" means, collectively, (i) Paul, Weiss, Rifkind, Wharton & Garrison LLP, as counsel to the Ad Hoc Noteholders Committee, (ii) Porter Hedges LLP, as local counsel to the Ad Hoc Noteholders Committee, (iii) Moelis & Company LLC, as financial advisor and investment banker to the Ad Hoc Noteholders Committee, and (iv) any other professional retained by the Ad Hoc Noteholders Committee during the Chapter 11 Cases.

"*Administrative Claim*" means a Claim for costs and expenses of administration of the Chapter 11 Cases that are Allowed under sections 503(b), 507(a)(2), 507(b), or 1114(e)(2) of the Bankruptcy Code, including, without limitation: (a) any actual and necessary costs and expenses incurred on or after the Petition Date and through the Effective Date of preserving the Estates and operating the businesses of the Debtors; (b) Professional Fee Claims and any other compensation for legal, financial, advisory, accounting, and other services and reimbursement of expenses Allowed by the Bankruptcy Court under sections 328,

330, 331 or 503(b) of the Bankruptcy Code to the extent incurred on or after the Petition Date and through the Effective Date; (c) all fees and charges assessed against the Estates under section 1930, chapter 123, of title 28, United States Code; (d) the Backstop Expenses; (e) the Liquidated Damages Payment; (f) the Put Option Notes (which is only payable in New Secured Convertible Notes); (g) the Backstop Indemnification Obligations; and (h) the Cure Claim Amounts.

"*Administrative Claims Bar Date*" means the Business Day which is thirty (30) days after the Effective Date, or such other date as approved by Final Order of the Bankruptcy Court.

"*Affiliate*" means an "affiliate" as defined in section 101(2) of the Bankruptcy Code.

"*Affiliate Debtor(s)*" means, individually or collectively, any Debtor or Debtors other than Parent.

"*AI Questionnaire*" means the accredited investor questionnaire sent to each Holder of an Allowed Prepetition Notes Claim or an Eligible General Unsecured Claim in accordance with the Rights Offering Procedures.

"*Allowed*" means, with respect to a Claim or Equity Interest, an Allowed Claim or Equity Interest in a particular Class or category specified. Any reference herein to the allowance of a particular Allowed Claim includes both the secured and unsecured portions of such Claim.

"*Allowed Claim*" means any Claim that is not a Disputed Claim or a Disallowed Claim and (a) for which a Proof of Claim has been timely Filed by the applicable Claims Bar Date and as to which no objection to allowance thereof has been timely interposed within the applicable period of time fixed by this Plan, the Bankruptcy Code, the Bankruptcy Rules or order of the Bankruptcy Court; (b) that has been listed by the Debtors in their Schedules as liquidated in a specified amount and is not disputed or contingent and for which no contrary Proof of Claim has been timely Filed; or (c) that is expressly Allowed pursuant to the terms of this Plan or a Final Order of the Bankruptcy Court. The term "Allowed Claim" shall not, for purposes of computing distributions under this Plan, include interest on such Claim from and after the Petition Date, except as provided in sections 506(b) or 511 of the Bankruptcy Code or as otherwise expressly set forth in this Plan or a Final Order of the Bankruptcy Court.

"*Amended/New Organizational Documents*" means, as applicable, the amended and restated or new applicable organizational documents of Reorganized Parent in substantially the form Filed with the Plan Supplement.

"*Avoidance Actions*" means any and all actual or potential avoidance, recovery, subordination or similar actions or remedies that may be brought by and on behalf of the Debtors or their Estates under the Bankruptcy Code or applicable non-bankruptcy law, including, without limitation, actions or remedies arising under chapter 5 of the Bankruptcy Code.

"*Backstop Commitment*" has the meaning set forth in the Backstop Purchase Agreement.

"*Backstop Parties*" has the meaning set forth in the Backstop Purchase Agreement.

"*Backstop Expenses*" has the meaning set forth in the Backstop Purchase Agreement.

"*Backstop Indemnification Obligations*" means the Debtors' obligations to indemnify the parties identified in the Backstop Purchase Agreement on the terms and conditions set forth in the Backstop Purchase Agreement.

"*Backstop Order*" means that certain *Order (I) Authorizing Debtors to (A) Enter into Backstop Purchase Agreement, (B) Pay Certain Amounts and Related Expenses, and (C) Provide Indemnification Obligations to Certain Parties, and (II) Granting Related Relief*, entered by the Bankruptcy Court on August 14, 2020 (Docket No. 287), a copy of which is attached hereto as Exhibit A, as such order may be amended, supplemented or modified from time to time.

"*Backstop Purchase Agreement*" means the Backstop Purchase Agreement approved by the Bankruptcy Court in the Backstop Order, a copy of which is attached hereto as Exhibit B.

"*Ballots/Opt-Out Forms*" means the ballots and opt-out forms accompanying the Disclosure Statement and approved by the Bankruptcy Court in the Disclosure Statement Order.

"*Bankruptcy Code*" means title 11 of the United States Code, 11 U.S.C. §§ 101-1532, as amended from time to time and as applicable to the Chapter 11 Cases.

"*Bankruptcy Court*" means the United States Bankruptcy Court for the Southern District of Texas, having jurisdiction over the Chapter 11 Cases and, to the extent of the withdrawal of any reference under section 157 of title 28 of the United States Code and/or the Order of the United States District Court for the Southern District of Texas pursuant to section 157(a) of the Judicial Code, the United States District Court for the Southern District of Texas.

"*Bankruptcy Rules*" means the Federal Rules of Bankruptcy Procedure and the Local Rules of the Bankruptcy Court, in each case as amended from time to time and as applicable to the Chapter 11 Cases.

"*Business Day*" means any day, other than a Saturday, Sunday or "legal holiday" (as defined in Bankruptcy Rule 9006(a)).

"*Cash*" means the legal tender of the United States of America or the equivalent thereof.

"*Carve-Out Reserve*" means the reserve, established and maintained by the Reorganized Debtors in an interest-bearing escrow account, funded by the Debtors from Cash on hand on the Effective Date in an amount equal to the Carve-Out Reserve Amount, to pay in full in Cash the Professional Fee Claims incurred on or prior to the Effective Date.

"*Carve-Out Reserve Amount*" means the estimated amount determined by the Debtors, with the consent of the Required Consenting Noteholders or approved by order of the Bankruptcy Court, to satisfy the aggregate amount of Professional Fee Claims and other unpaid fees, costs, and expenses that the Debtors have incurred or are reasonably expected to incur from the Professionals for services rendered to the Debtors prior to and as of the Effective Date.

"*Causes of Action*" means any and all actions, claims, proceedings, causes of action, suits, accounts, demands, controversies, agreements, promises, rights to legal remedies, rights to equitable remedies, rights to payment and claims, whether known, unknown, reduced to judgment, not reduced to judgment, liquidated, unliquidated, fixed, contingent, matured, unmatured, disputed, undisputed, secured or unsecured, and whether asserted or assertable directly or derivatively, in law, equity or otherwise, including actions brought prior to the Petition Date, Avoidance Actions, and actions against any Person or Entity for failure to pay for products or services provided or rendered by the Debtors, all claims, suits or proceedings relating to enforcement of the Debtors' intellectual property rights, including patents, copyrights and trademarks, and all claims or causes of action seeking recovery of the Debtors' or the Reorganized Debtors' accounts receivable or other receivables or rights to payment created or arising in the ordinary course of the Debtors' or the Reorganized Debtors' businesses, based in whole or in part upon any act or omission or

other event occurring prior to the Petition Date or during the course of the Chapter 11 Cases, including through the Effective Date.

"*Chapter 11 Case(s)*" means (a) when used with reference to a particular Debtor, the case under chapter 11 of the Bankruptcy Code commenced by such Debtor in the Bankruptcy Court, and (b) when used with reference to all Debtors, the cases under chapter 11 of the Bankruptcy Code commenced by the Debtors in the Bankruptcy Court being jointly administered under Case No. 20-33495 (DRJ)

"*Claim*" means any "claim" (as defined in section 101(5) of the Bankruptcy Code) against any Debtor.

"*Claims Bar Date*" means the last date for filing a Proof of Claim in these Chapter 11 Cases, as provided in the Claims Bar Date Order.

"*Claims Bar Date Order*" means that certain *Order (I) Establishing (A) Bar Dates and (B) Related Procedures for Filing Proofs of Claim (II) Approving the Form and Manner of Notice Thereof, and (III) Granting Related Relief* entered by the Bankruptcy Court on July 13, 2020 (Docket No. 88), as amended, supplemented or modified from time to time.

"*Claims Objection Deadline*" means, with respect to any Claim, the latest of (a) one hundred eighty (180) days after the Effective Date; (b) ninety (90) days after the Filing of an applicable Proof of Claim, or (c) such other date as may be specifically fixed by Final Order of the Bankruptcy Court for objecting to such Claim.

"*Claims Register*" means the official register of Claims maintained by the Voting and Claims Agent.

"*Class*" means a category of Holders of Claims or Equity Interests as set forth in Article III hereof pursuant to section 1122(a) of the Bankruptcy Code.

"*CM/ECF*" means the Bankruptcy Court's Case Management and Electronic Case Filing system.

"*Collateral*" means any property or interest in property of the Debtors' Estates that is subject to a valid and enforceable Lien to secure a Claim.

"*Commission*" means the U.S. Securities and Exchange Commission.

"*Committee*" means the official committee of unsecured creditors appointed in the Chapter 11 Cases, if any.

"*Confirmation*" means the occurrence of the Confirmation Date, subject to all conditions specified in Article IX of this Plan having been satisfied or waived pursuant to Article IX of this Plan.

"*Confirmation Date*" means the date on which the clerk of the Bankruptcy Court enters the Confirmation Order on the docket of the Bankruptcy Court in the Chapter 11 Cases.

"*Confirmation Hearing*" means the hearing held by the Bankruptcy Court pursuant to section 1128 of the Bankruptcy Code to consider confirmation of this Plan, as such hearing may be adjourned or continued from time to time.

"*Confirmation Order*" means the order of the Bankruptcy Court confirming this Plan pursuant to section 1129 of the Bankruptcy Code, which order shall be consistent in all material respects with the Restructuring Support Agreement and the Restructuring Term Sheet, and otherwise in form and substance acceptable to the Debtors and the Required Consenting Noteholders in the manner set forth in the Restructuring Support Agreement.

"*Consenting Noteholders*" means those Holders of the Prepetition Notes that are party to the Restructuring Support Agreement as "Consenting Noteholders" thereunder.

"*Consummation*" means the occurrence of the Effective Date.

"*Cure Claim Amount*" has the meaning set forth in Article VI.B of this Plan.

"*D&O Liability Insurance Policies*" means all unexpired insurance policies (including, without limitation, the D&O Tail Policy, any general liability policies, any errors and omissions policies, and, in each case, any agreements, documents, or instruments related thereto) issued at any time and providing coverage for liability of any Debtor's directors, managers, and officers.

"*D&O Tail Policy*" means that certain directors' & officers' liability insurance policy purchased by the Debtors prior to the Petition Date.

"*Debtor(s)*" means, individually, any of the above-captioned debtors and debtors-in-possession and, collectively, all of the above-captioned debtors and debtors-in-possession.

"*Debtor Release*" has the meaning set forth in Article X.B hereof.

"*Debtor Releasing Parties*" has the meaning set forth in Article X.B hereof.

"*Designated Persons*" means, collectively, any of the Debtors' senior officers or managers, as applicable, who (i) received retention payments from the Debtors in July 2020 and prior to the Petition Date and (ii) are not employed by the Reorganized Debtors as of June 30, 2021.

"*DIP ABL Agent*" means JPMorgan Chase Bank, N.A., or its duly appointed successor, in its capacity as administrative agent and collateral agent under the DIP ABL Credit Agreement.

"*DIP ABL Credit Agreement*" means that certain Senior Secured Debtor-in-Possession Credit Agreement, dated as of July 14, 2020, by and among the Debtors, the DIP ABL Agent, and the DIP ABL Lenders, as amended, amended and restated, supplemented or otherwise modified from time to time in accordance with the terms thereof prior to the Effective Date.

"*DIP ABL Facility*" means the debtor-in-possession financing facility provided by the DIP ABL Lenders.

"*DIP ABL Facility Claims*" means any and all Claims arising from, under, or in connection with the DIP ABL Credit Agreement or any other DIP ABL Loan Documents, including Claims for all principal amounts outstanding, interest, fees, expenses, costs, and other charges and all other "Secured Obligations" as defined in the DIP ABL Credit Agreement.

"*DIP ABL Facility Liens*" means the Liens securing the payment of the DIP ABL Facility Claims.

"*DIP ABL Loan Documents*" means the "Loan Documents" as defined in the DIP ABL Credit Agreement, as well as any documents evidencing "Banking Services Obligations" and any documents evidencing obligations owing to an "Swap Counterparties" under any "Hedging Arrangements" (each as defined in the DIP ABL Credit Agreement), and the DIP Orders, in each case as amended, amended and restated, supplemented or otherwise modified from time to time in accordance with the terms thereof prior to the Effective Date.

"*DIP ABL Lenders*" means the lenders party to the DIP ABL Credit Agreement from time to time.

"*DIP Agents*" means the DIP ABL Agent and the DIP Term Loan Agent.

"*DIP Credit Agreements*" means the DIP ABL Credit Agreement and the DIP Term Loan Credit Agreement.

"*DIP Contingent Obligations*" means all contingent obligations not due and payable under the DIP Loan Documents on the Effective Date, including any and all indemnification and expense reimbursement obligations of the Debtors that are contingent as of the Effective Date.

"*DIP Facilities*" means the DIP ABL Facility and the DIP Term Loan Facility.

"*DIP Facility Claims*" means the DIP ABL Facility Claims and the DIP Term Loan Facility Claims.

"*DIP Facility Liens*" means the DIP ABL Facility Liens and the DIP Term Loan Facility Liens.

"*DIP Lenders*" means the DIP ABL Lenders and the DIP Term Loan Lenders.

"*DIP Loan Documents*" means the DIP ABL Loan Documents and the DIP Term Loan Documents.

"*DIP Orders*" means the Interim DIP Order and the Final DIP Order.

"*DIP Term Loan Agent*" means Cantor Fitzgerald Securities, or its duly appointed successor, in its capacity as administrative agent and collateral agent under the DIP Term Loan Credit Agreement.

"*DIP Term Loan Credit Agreement*" means that certain that certain Senior Secured Debtor-in-Possession Term Loan Credit Agreement, dated as of July 14, 2020, by and among the Debtors, the DIP Term Loan Agent, and the DIP Term Loan Lenders, as amended, amended and restated, supplemented or otherwise modified from time to time in accordance with the terms thereof prior to the Effective Date.

"*DIP Term Loan Facility*" means the debtor-in-possession financing facility provided by the DIP Term Loan Lenders.

"*DIP Term Loan Facility Claims*" means any and all Claims arising from, under, or in connection with the DIP Term Loan Credit Agreement or any other DIP Term Loan Documents, including Claims for all principal amounts outstanding, interest, fees, expenses, costs, and other charges and all other "Obligations" as defined in the DIP Term Loan Credit Agreement.

"*DIP Term Loan Facility Liens*" means the Liens securing the payment of the DIP Term Loan Facility Claims.

"*DIP Term Loan Documents*" means the "Loan Documents" as defined in the DIP Term Loan Credit Agreement, and the DIP Orders, in each case as amended, amended and restated, supplemented or otherwise modified from time to time in accordance with the terms thereof prior to the Effective Date.

"*DIP Term Loan Lenders*" means the lenders party to the DIP Term Loan Credit Agreement from time to time.

"*Disallowed Claim*" means a Claim, or any portion thereof, that (a) is determined to be disallowed pursuant to a Final Order of the Bankruptcy Court or is deemed disallowed in accordance with the terms of this Plan or the Confirmation Order, (b) (i) is Scheduled at zero, in an unknown amount or as contingent, disputed or unliquidated and (ii) as to which the Claims Bar Date has been established but no Proof of Claim has been timely Filed or deemed timely Filed under applicable law, or (c) (i) is not Scheduled and (ii) as to which the Claims Bar Date has been established but no Proof of Claim has been timely Filed or deemed timely Filed under applicable law.

"*Disclosure Statement*" means that certain *Disclosure Statement for the Joint Plan of Reorganization for Hi-Crush Inc. and its Affiliate Debtors under Chapter 11 of the Bankruptcy Code*, dated as of August 15, 2020, as amended, supplemented, or modified from time to time and including all exhibits and schedules thereto and references therein that relate to this Plan and as approved by the Disclosure Statement Order.

"*Disclosure Statement Order*" means that certain *Order (I) Approving the Disclosure Statement, (II) Establishing the Voting Record Date, Voting Deadline and Other Dates, (III) Approving Procedures for Soliciting, Receiving and Tabulating Votes on the Plan and for Filing Objections to the Plan, (IV) Approving the Manner and Form of Notice and Other Related Documents, (V) Approving Rights Offering Procedures, (VI) Approving Procedures for Assumption of Contracts and Leases and Form and Manner of Assumption Notice, and (VII) Granting Related Relief*, entered by the Bankruptcy Court on August 14, 2020 (Docket No. 288), as amended, supplemented or modified from time to time.

"*Disputed Claim*" means any Claim, or any portion thereof, that as of any date of determination is not a Disallowed Claim and has not been Allowed pursuant to this Plan or a Final Order of the Bankruptcy Court, and

(a) if a Proof of Claim has been timely Filed by the applicable Claims Bar Date, such Claim is designated on such Proof of Claim as unliquidated, contingent or disputed, or in zero or unknown amount, and has not been resolved by written agreement of the parties or a Final Order of the Bankruptcy Court; or

(b) that is the subject of an objection or request for estimation Filed in the Bankruptcy Court and which such objection or request for estimation has not been withdrawn, resolved or overruled by Final Order of the Bankruptcy Court; or

(c) that is otherwise disputed by any Debtor in accordance with the provisions of this Plan or applicable law, which dispute has not been withdrawn, resolved or overruled by Final Order.

"*Distribution Agent*" means the Reorganized Debtors or any party designated by the Reorganized Debtors to serve as distribution agent under this Plan. For purposes of distributions under this Plan to the Holders of Allowed DIP Facility Claims, Allowed Prepetition Credit Agreement Claims and Allowed Prepetition Notes Claims, the DIP Agents, the Prepetition Credit Agreement Agent, and the Prepetition Notes Indenture Trustee, respectively, will be and shall act as the Distribution Agent.

"*Distribution Record Date*" means the date for determining which Holders of Claims are eligible to receive distributions under this Plan, which date shall be the Effective Date.

"*DTC*" means The Depository Trust Company.

"*Effective Date*" means the date on which this Plan shall take effect, which date shall be the first Business Day on which (a) no stay of the Confirmation Order is in effect, and (b) the conditions specified in Article IX of this Plan, have been satisfied or waived in accordance with the terms of Article IX, which date shall be specified in a notice Filed by the Reorganized Debtors with the Bankruptcy Court.

"*Eligible General Unsecured Claim*" means any General Unsecured Claim that is either Allowed or Disputed; provided, that to the extent such General Unsecured Claim is Disputed, it must become an Allowed Claim by the dated that is one (1) Business Day after entry of the Confirmation Order by the Bankruptcy Court.

"*Entity*" means an "entity" as defined in section 101(15) of the Bankruptcy Code.

"*Equity Interest*" means (a) any Equity Security in any Debtor, including, without limitation, all issued, unissued, authorized or outstanding shares of stock and other ownership interests, together with (i) any options, warrants or contractual rights to purchase or acquire any such Equity Securities at any time with respect to any Debtor, and all rights arising with respect thereto and (ii) the rights of any Person or Entity to purchase or demand the issuance of any of the foregoing and shall include: (1) conversion, exchange, voting, participation, and dividend rights; (2) liquidation preferences; (3) options, warrants, and call and put rights; and (4) share-appreciation rights; (b) any Unexercised Equity Interest; and (c) any 510(b) Equity Claim, in each case, as in existence immediately prior to the Effective Date.

"*Equity Security*" means an "equity security" as defined in section 101(16) of the Bankruptcy Code.

"*Estate(s)*" means, individually, the estate of each of the Debtors and, collectively, the estates of all of the Debtors created under section 541 of the Bankruptcy Code.

"*Exchange Act*" means the Securities Exchange Act of 1934, 15 U.S.C. §§ 78a *et seq*., as now in effect or hereafter amended, and any similar federal, state or local law.

"*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.

"*Exculpation*" means the exculpation provision set forth in Article X.E hereof.

"*Executory Contract*" means a contract to which any Debtor is a party that is subject to assumption or rejection under section 365 of the Bankruptcy Code.

"*Exhibit*" means an exhibit annexed to either this Plan or as an appendix to the Disclosure Statement (as such exhibits are amended, modified or otherwise supplemented from time to time).

"*Exit Facility Agent*" means the administrative agent and collateral agent under the Exit Facility Credit Agreement, solely in its capacity as such.

"*Exit Facility Credit Agreement*" means the credit agreement, in substantially the form Filed with the Plan Supplement, which credit agreement shall contain terms and conditions consistent in all respects with those set forth on the Exit Facility Term Sheet and shall be on terms and conditions as are acceptable to the Debtors and the Required Consenting Noteholders in the manner set forth in the Restructuring Support Agreement.

"*Exit Facility Lenders*" means each of the lenders under the Exit Facility Credit Agreement, solely in their respective capacities as such.

"*Exit Facility Loan Documents*" means the Exit Facility Credit Agreement and any other guarantee, security agreement, deed of trust, mortgage, and other documents (including UCC financing statements), contracts, and agreements entered into with respect to, or in connection with, the Exit Facility Credit Agreement.

"*Exit Facility Loans*" means the loans contemplated under the Exit Facility Credit Agreement.

"*Exit Facility Term Sheet*" means the term sheet attached hereto as Exhibit C.

"*Face Amount*" means (a) when used in reference to a Disputed Claim, the full stated amount of the Claim asserted by the applicable Holder in any Proof of Claim timely Filed with the Bankruptcy Court and (b) when used in reference to an Allowed Claim, the Allowed amount of such Claim.

"*File*" or "*Filed*" or "*Filing*" means file, filed or filing with the Bankruptcy Court or its authorized designee in the Chapter 11 Cases.

"*Final DIP Order*" means that certain *Final Order (I) Authorizing the Debtors to Obtain Postpetition Financing, (II) Authorizing the Debtors to Use Cash Collateral, (III) Granting Liens and Providing Superpriority Administrative Expense Claims, (IV) Granting Adequate Protection to Prepetition ABL Secured Parties, (V) Modifying Automatic Stay, (VI) Scheduling a Final Hearing, and (VII) Granting Related Relief* entered by the Bankruptcy Court on August 4, 2020 (Docket No. 209), as amended, supplemented or modified from time to time.

"*Final Order*" means an order or judgment of the Bankruptcy Court (or any other court of competent jurisdiction) entered by the Clerk of the Bankruptcy Court (or such other court) on the docket in the Chapter 11 Cases (or the docket of such other court), which has not been modified, amended, reversed, vacated or stayed and as to which (x) the time to appeal, petition for certiorari, or move for a new trial, stay, reargument or rehearing has expired and as to which no appeal, petition for certiorari or motion for new trial, stay, reargument or rehearing shall then be pending or (y) if an appeal, writ of certiorari, new trial, stay, reargument or rehearing thereof has been sought, such order or judgment of the Bankruptcy Court (or other court of competent jurisdiction) shall have been affirmed by the highest court to which such order was appealed, or certiorari shall have been denied, or a new trial, stay, reargument or rehearing shall have been denied or resulted in no modification of such order, and the time to take any further appeal, petition for certiorari or move for a new trial, stay, reargument or rehearing shall have expired, as a result of which such order shall have become final in accordance with Rule 8002 of the Federal Rules of Bankruptcy Procedure; provided that no order shall fail to be a Final Order solely due to the possibility that a motion pursuant to section 502(j) of the Bankruptcy Code, Rules 59 or 60 of the Federal Rules of Civil Procedure, or Rule 9024 of the Bankruptcy Rules may be filed with respect to such order.

"*General Unsecured Claim*" means any 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.

"*Governmental Unit*" means a "governmental unit" as defined in section 101(27) of the Bankruptcy Code.

"*Holder*" means an Entity holding a Claim or Equity Interest, as the context requires.

"*Impaired*" means, when used in reference to a Claim or Equity Interest, a Claim or Equity Interest that is "impaired" within the meaning of section 1124 of the Bankruptcy Code.

"*Indemnification Provisions*" means, collectively, each of the provisions in existence immediately prior to the Effective Date (whether in bylaws, certificates of formation or incorporation, board resolutions, employment contracts, or otherwise) whereby any Debtor agrees to indemnify, reimburse, provide contribution or advance fees and expenses to or for the benefit of, defend, exculpate, or limit the liability of, any Indemnified Party.

"*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 this Plan.

"*Initial Distribution Date*" means the date that is on or as soon as reasonably practicable after the Effective Date, but no later than thirty (30) days after the Effective Date, when, subject to the "Treatment" sections in Article III hereof, distributions under this Plan shall commence to Holders of Allowed Claims; provided that any applicable distributions under this Plan on account of the DIP Facility Claims and the

Prepetition Debt Claims shall be made to the applicable Distribution Agent on the Effective Date, and each such Distribution Agent shall make its respective distributions as soon as practicable thereafter.

"*Insurance Contract*" means all insurance policies and all surety bonds and related agreements of indemnity that have been issued at any time to, or provide coverage to, any of the Debtors and all agreements, documents, or instruments relating thereto.

"*Insurer*" means any company or other entity that issued any Insurance Contract, and any respective predecessors and/or affiliates thereof.

"*Intercompany Claim*" means any Claim against any of the Debtors held by another Debtor or non-Debtor Affiliate, other than an Administrative Claim.

"*Interim DIP Order*" means that certain *Interim Order (I) Authorizing the Debtors to Obtain Postpetition Financing, (II) Authorizing the Debtors to Use Cash Collateral, (III) Granting Liens and Providing Superpriority Administrative Expense Claims, (IV) Granting Adequate Protection to Prepetition ABL Secured Parties, (V) Modifying Automatic Stay, (VI) Scheduling a Final Hearing, and (VII) Granting Related Relief* entered by the Bankruptcy Court on July 13, 2020 (Docket No. 98), as amended, supplemented or modified from time to time.

"*IRC*" means the Internal Revenue Code of 1986, as amended.

"*IRS*" means the Internal Revenue Service of the United States of America.

"*Lien*" means a "lien" as defined in section 101(37) of the Bankruptcy Code, and, with respect to any property or asset, includes, without limitation, any mortgage, lien, pledge, charge, security interest or other encumbrance of any kind, or any other type of preferential arrangement that has the practical effect of creating a security interest, in respect of such property or asset.

"*Liquidated Damages Payment*" has the meaning set forth in the Backstop Purchase Agreement.

"*Local Rules*" means the Local Rules of Bankruptcy Practice and Procedure of the United States Bankruptcy Court for the Southern District of Texas.

"*New Board*" means the initial five (5) member board of directors of Reorganized Parent, which shall comprise the chief executive officer of Reorganized Parent and other directors designated by the Backstop Parties prior to the Effective Date. The members of the New Board shall be Filed with the Plan Supplement.

"*New Equity Interests*" means the ownership interests in Reorganized Parent authorized to be issued pursuant to this Plan (and subject to the Restructuring Transactions) and the Amended/New Organizational Documents.

"*New Equity Interests Pool*" means 100% of the New Equity Interests issued and outstanding on the Effective Date to be distributed to the Holders of Allowed Prepetition Notes Claims and Allowed General Unsecured Claims in accordance with Article III of this Plan, 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.

"*New Management Incentive Plan*" means the management equity incentive plan to be adopted by the New Board as described in Article V.H hereof.

"*New Management Incentive Plan Equity*" means the New Equity Interests issued under or pursuant to the New Management Incentive Plan.

"*New Registration Rights Agreement*" means, if applicable, that certain registration rights agreement with respect to the New Equity Interests, in substantially the form Filed with the Plan Supplement, which agreement shall contain terms and conditions as are acceptable to the Debtors and the Required Consenting Noteholders in the manner set forth in the Restructuring Support Agreement.

"*New Secured Convertible Noteholder*" means a Holder of the New Secured Convertible Notes.

"*New Secured Convertible Notes*" means the new secured convertible notes to be issued by the Reorganized Debtors on the Effective Date, consisting of (a) the new secured convertible notes to be issued pursuant to the Rights Offering and (b) the Put Option Notes, which will each have the terms set forth in the New Secured Convertible Notes Indenture.

"*New Secured Convertible Notes Documents*" means the New Secured Convertible Notes Indenture and any other guarantee, security agreement, deed of trust, mortgage, and other documents (including UCC financing statements), contracts, and agreements entered into with respect to, or in connection with, the New Secured Convertible Notes Indenture.

"*New Secured Convertible Notes Indenture*" means the indenture governing the New Secured Convertible Notes, in substantially the form Filed with the Plan Supplement, which indenture shall contain terms and conditions consistent in all respects with those set forth on the Restructuring Term Sheet and shall be on terms and conditions as are acceptable to the Debtors and the Required Consenting Noteholders in the manner set forth in the Restructuring Support Agreement.

"*New Secured Convertible Notes Indenture Trustee*" means the indenture trustee under the New Secured Convertible Notes Indenture, to be selected by the Required Backstop Parties.

"*New Stockholders Agreement*" means that certain stockholders agreement of Reorganized Parent, in substantially the form Filed with the Plan Supplement, which agreement shall contain terms and conditions acceptable to the Debtors and the Required Consenting Noteholders in the manner set forth in the Restructuring Support Agreement.

"*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 this 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 this Plan; and

(o) the Releasing Old Parent Interestholders.

"*Non-Voting Classes*" means, collectively, Classes 1-3 and 6-8.

"*Notice*" has the meaning set forth in Article XII.J of this Plan.

"*Old Affiliate Interests*" means, collectively, the Equity Interests in each Parent Subsidiary, in each case as in existence immediately prior to the Effective Date.

"*Old Parent Interest*" means the Equity Interests in Parent, as in existence immediately prior to the Effective Date.

"*Ordinary Course Professionals Order*" means that certain *Order Authorizing Debtors to Retain and Compensate Professionals Used in the Ordinary Course of Business* as may be entered by the Bankruptcy Court, as amended, supplemented or modified from time to time.

"*Other Priority Claim*" means any Claim accorded priority in right of payment under section 507(a) of the Bankruptcy Code, other than a Priority Tax Claim, an Administrative Claim, or a DIP Facility Claim.

"*Other Secured Claim*" means any Secured Claim other than an Administrative Claim, Secured Tax Claim, DIP Facility Claim, or Prepetition Credit Agreement Claim.

"*Parent*" means Hi-Crush Inc. (formerly known as Hi-Crush Partners LP), a Delaware corporation, and a debtor-in-possession in these Chapter 11 Cases.

"*Parent Subsidiary*" means each direct and indirect, wholly-owned subsidiary of Parent.

"*Person*" means a "person" as defined in section 101(41) of the Bankruptcy Code and also includes any natural person, corporation, general or limited partnership, limited liability company, firm, trust, association, government, governmental agency or other Entity, whether acting in an individual, fiduciary or other capacity.

"*Petition Date*" means July 12, 2020.

"*Plan*" means this *Joint Plan of Reorganization for Hi-Crush Inc. and its Affiliate Debtors under Chapter 11 of the Bankruptcy Code*, dated August 15, 2020, including the Exhibits and all supplements, appendices, and schedules thereto (including any appendices, exhibits, schedules, and supplements to this

Plan that are contained in the Plan Supplement), either in its present form or as the same may be amended, supplemented, or modified from time to time.

"*Plan Objection Deadline*" means the date and time by which objections to Confirmation and Consummation of this Plan must be Filed with the Bankruptcy Court and served in accordance with the Disclosure Statement Order, which date is September 18, 2020 as set forth in the Disclosure Statement Order.

"*Plan Securities*" has the meaning set forth in Article V.I of this Plan.

"*Plan Securities and Documents*" has the meaning set forth in Article V.I of this Plan.

"*Plan Supplement*" means, collectively, the compilation of documents and forms of documents, schedules, and exhibits to this Plan (as amended, supplemented, or modified from time to time in accordance with the terms hereof, the Bankruptcy Code, the Bankruptcy Rules, and the Restructuring Support Agreement), all of which are incorporated by reference into, and are an integral part of, this Plan, to be Filed by the Debtors no later than seven (7) days before the Plan Objection Deadline or such later date as may be approved by the Bankruptcy Court on notice to parties in interest, and additional documents or amendments to previously Filed documents, Filed before the Effective Date as amendments to the Plan Supplement, including the following, as applicable: (a) the Exit Facility Credit Agreement; (b) the Amended/New Organizational Documents; (c) the Retained Causes of Action; (d) to the extent known, a disclosure of the members of the New Board; (e) the New Secured Convertible Notes Indenture; (f) the Schedule of Rejected Executory Contracts and Unexpired Leases; (g) the New Stockholders Agreement and (h) the New Registration Rights Agreement (if applicable). The Debtors shall have the right to amend the documents contained in, and exhibits to, the Plan Supplement through the Effective Date subject in all respects to the consent rights set forth herein and in the Restructuring Support Agreement.

"*Prepetition Credit Agreement*" means that certain Credit Agreement, dated as August 1, 2018 (as the same may be amended, modified or supplemented from time to time) among Parent, as borrower, the guarantors party thereto from time to time, the Prepetition Credit Agreement Agent, the Prepetition Credit Agreement Lenders, and the other agents and parties party thereto.

"*Prepetition Credit Agreement Agent*" means JPMorgan Chase Bank, N.A. in its capacity as administrative agent under the Prepetition Credit Agreement.

"*Prepetition Credit Agreement Agent and Lender Fees and Expenses*" means all unpaid fees and reasonable and documented out-of-pocket costs and expenses (regardless of whether such fees, costs, and expenses were incurred before or after the Petition Date) of the Prepetition Credit Agreement Agent and the Prepetition Credit Agreement Lenders, including, without limitation, the reasonable fees, costs, and expenses of attorneys, advisors, consultants, or other professionals retained by the Prepetition Credit Agreement Agent, that are payable in accordance with the terms of the Prepetition Credit Agreement or the DIP Orders.

"*Prepetition Credit Agreement Claims*" means all claims and obligations arising under or in connection with the Prepetition Credit Agreement or any other Prepetition Loan Document.

"*Prepetition Credit Agreement Lenders*" means the lenders party from time to time to the Prepetition Credit Agreement.

"*Prepetition Credit Agreement Liens*" means the Liens securing the payment of the Prepetition Credit Agreement Claims.

"*Prepetition Debt Claims*" means, collectively, the Prepetition Credit Agreement Claims and the Prepetition Notes Claims.

"*Prepetition Debt Documents*" means, collectively, the Prepetition Credit Agreement, the Prepetition Loan Documents, the Prepetition Notes, and the Prepetition Notes Indenture.

"*Prepetition Loan Documents*" means the "Loan Documents" as defined in the Prepetition Credit Agreement, in each case as amended, supplemented, or modified from time to time prior to the Petition Date.

"*Prepetition Noteholder*" means a Holder of the Prepetition Notes.

"*Prepetition Notes*" means those certain 9.500% senior unsecured notes due 2026 issued by Parent pursuant to the Prepetition Notes Indenture.

"*Prepetition Notes Claims*" means any and all Claims arising from, under, or in connection with the Prepetition Notes, the Prepetition Notes Indenture or any other related document or agreement.

"*Prepetition Notes Indenture*" means that certain indenture, dated as of August 1, 2018 among Parent, the guarantors named therein or party thereto, and the Prepetition Notes Indenture Trustee, as may be amended modified or supplemented from time to time.

"*Prepetition Notes Indenture Trustee*" means U.S. Bank National Association, solely in its capacity as indenture trustee under the Prepetition Notes Indenture.

"*Prepetition Notes Indenture Trustee Charging Lien*" means any Lien or other priority in payment arising prior to the Effective Date to which the Prepetition Notes Indenture Trustee is entitled, pursuant to the Prepetition Notes Indenture, against distributions to be made to Holders of Allowed Prepetition Notes Claims for payment of any Prepetition Notes Indenture Trustee Fees and Expenses.

"*Prepetition Notes Indenture Trustee Fees and Expenses*" means the reasonable and documented compensation, fees, expenses, disbursements and indemnity claims incurred by the Prepetition Notes Indenture Trustee, including without limitation, attorneys' and agents' fees, expenses and disbursements, incurred by the Prepetition Notes Indenture Trustee, whether prior to or after the Petition Date and whether prior to or after consummation of this Plan, in each case to the extent payable or reimbursable under the Prepetition Notes Indenture.

"*Priority Tax Claim*" means any Claim of a Governmental Unit of the kind specified in section 507(a)(8) of the Bankruptcy Code.

"*Pro Rata*" means the proportion that (a) the Face Amount of a Claim in a particular Class or Classes (or portions thereof, as applicable) bears to (b) the aggregate Face Amount of all Claims (including Disputed Claims, but excluding Disallowed Claims) in such Class or Classes (or portions thereof, as applicable), unless this Plan provides otherwise.

"*Professional*" means any Person or Entity retained by the Debtors or the Committee in the Chapter 11 Cases pursuant to section 327, 328, 363, and/or 1103 of the Bankruptcy Code (other than an ordinary course professional).

"*Professional Fee Claim*" means all Claims for accrued, contingent, and/or unpaid fees, costs, and expenses earned, accrued or incurred by a Professional in the Chapter 11 Cases on or after the Petition Date and through and including the Effective Date.

"*Professional Fees Bar Date*" means the Business Day that is forty-five (45) days after the Effective Date or such other date as approved by Final Order of the Bankruptcy Court.

"*Proof of Claim*" means a proof of Claim Filed against any Debtor in the Chapter 11 Cases.

"*Put Option Notes*" has the meaning set forth in the Backstop Purchase Agreement.

"*Questionnaire Deadline*" means September 4, 2020, as set forth in the Rights Offering Procedures.

"*Related Persons*" means, with respect to any Person or Entity, such Person's or Entity's respective predecessors, successors, assigns and present and former Affiliates (whether by operation of law or otherwise) and subsidiaries, and each of their respective current and former officers, directors, principals, employees, shareholders, members (including *ex officio* members and managing members), managers, managed accounts or funds, management companies, fund advisors, advisory or subcommittee board members, partners, agents, financial advisors, attorneys, accountants, investment bankers, investment advisors, consultants, representatives, and other professionals, in each case acting in such capacity at any time on or after the Petition Date, and any Person or Entity claiming by or through any of them, including such Related Persons' respective heirs, executors, estates, servants, and nominees; *provided*, *however*, that no insurer of any Debtor shall constitute a Related Person.

"*Release*" means the release given by the Releasing Parties to the Released Parties as set forth in Article X.B hereof.

"*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 this Plan.

"*Releasing Old Parent Interestholder*" means a Holder of an Old Parent Interest that does not affirmatively opt out of the Third Party Release as provided on its respective Ballot/Opt-Out Form.

"*Releasing Prepetition Noteholder*" means, collectively, (a) each Consenting Noteholder and (b) any other Prepetition Noteholder that does not affirmatively opt out of the Third Party Release as provided on its respective Ballot/Opt-Out Form.

"*Releasing Party*" has the meaning set forth in Article X.B hereof.

"*Reorganized Debtors*" means, subject to the Restructuring Transactions, the Debtors as reorganized pursuant to this Plan on or after the Effective Date, and their respective successors.

"*Reorganized Parent*" means, subject to the Restructuring Transactions, Hi-Crush Inc., a Delaware corporation, as reorganized pursuant to this Plan on or after the Effective Date, and its successors.

"*Required Backstop Parties*" has the meaning set forth in the Backstop Purchase Agreement.

"*Required Consenting Noteholders*" has the meaning set forth in the Restructuring Support Agreement.

"*Reserved New Equity Interests*" has the meaning set forth in Article V.I of this Plan

"*Restricted Holders*" has the meaning set forth in Article V.I of this Plan.

"*Restructuring Documents*" means, collectively, the documents and agreements (and the exhibits, schedules, annexes and supplements thereto) necessary to implement, or entered into in connection with, this Plan, including, without limitation, the Plan Supplement, the Exhibits, and the Plan Securities and Documents.

"*Restructuring Support Agreement*" means that certain Restructuring Support Agreement, dated as of July 12, 2020, by and between the Debtors and the Consenting Noteholders (as amended, supplemented or modified from time to time), a copy of which is attached hereto as Exhibit D.

"*Restructuring Term Sheet*" means the term sheet attached as Exhibit A to the Restructuring Support Agreement.

"*Restructuring Transaction*" has the meaning ascribed thereto in Article V.A of this Plan.

"*Retained Causes of Action*" means all claims, rights of action, suits or proceedings, whether in law or in equity, whether known or unknown, that any Debtor or any Estate may hold against any Person or Entity, including, without limitation, the Causes of Action of the Debtors or their Estates, in each case solely to the extent of the Debtors' or their Estates' interest therein. A non-exclusive list of the Retained

Causes of Action held by the Debtors as of the Effective Date shall be Filed with the Plan Supplement, which shall be deemed to include any derivative actions filed against any Debtor as of the Effective Date.

"*Rights Offering*" means that certain rights offering pursuant to which each Rights Offering Participant is entitled to receive Subscription Rights to acquire New Secured Convertible Notes on a Pro Rata basis in accordance with the Rights Offering Procedures and which will be fully backstopped by the Backstop Parties pursuant to the Backstop Purchase Agreement.

"*Rights Offering Participant*" means a Holder of an Allowed Prepetition Notes Claim or an Eligible General Unsecured Claim as of the Rights Offering Record Date who is an Accredited Investor and has completed an AI Questionnaire in accordance with the Rights Offering Procedures.

"*Rights Offering Procedures*" means the procedures for the implementation of the Rights Offering as approved in the Disclosure Statement Order, a copy of which is attached hereto as Exhibit E.

"*Rights Offering Record Date*" means September 4, 2020, the record date specified in the Disclosure Statement Order.

"*Rights Offering Termination Time*" means 5:00 p.m. (Prevailing Central Time) on September 29, 2020, as set forth in the Rights Offering Procedures.

"*Schedule of Rejected Executory Contracts and Unexpired Leases*" means the schedule of Executory Contracts and Unexpired Leases to be rejected by the Debtors pursuant to this Plan and Filed as part of the Plan Supplement, as such schedule may be amended, modified, or supplemented by the Debtors from time to time prior to the Confirmation Date, which Schedule of Rejected Executory Contracts and Unexpired Leases shall be subject to the consent of the Required Consenting Noteholders.

"*Scheduled*" means with respect to any Claim, the status and amount, if any, of such Claim as set forth in the Schedules.

"*Schedules*" means the schedules of assets and liabilities, schedules of Executory Contracts, and statement of financial affairs Filed by the Debtors pursuant to section 521 of the Bankruptcy Code and the applicable Bankruptcy Rules, as such Schedules may be amended, modified, or supplemented from time to time.

"*Secured Claim*" means a Claim that is secured by a Lien on property in which any of the Debtors' Estates have an interest or that is subject to setoff under section 553 of the Bankruptcy Code, to the extent of the value of the Claim holder's interest in such Estate's interest in such property or to the extent of the amount subject to setoff, as applicable, as determined pursuant to section 506(a) of the Bankruptcy Code or, in the case of setoff, pursuant to section 553 of the Bankruptcy Code.

"*Secured Tax Claim*" means any Secured Claim which, absent its secured status, would be entitled to priority in right of payment under section 507(a)(8) of the Bankruptcy Code.

"*Securities Act*" means the Securities Act of 1933, 15 U.S.C. §§ 77c-77aa, as now in effect or hereafter amended, and the rules and regulations promulgated thereunder.

"*Specified Employee Plans*" has the meaning set forth in Article VI.G of this Plan.

"*Stamp or Similar Tax*" means any stamp tax, recording tax, conveyance fee, intangible or similar tax, mortgage tax, personal or real property tax, real estate transfer tax, sales tax, use tax, transaction

privilege tax (including, without limitation, such taxes on prime contracting and owner-builder sales), privilege taxes (including, without limitation, privilege taxes on construction contracting with regard to speculative builders and owner builders), and other similar taxes or fees imposed or assessed by any Governmental Unit.

"*Subscription Rights*" means the right to participate in the Rights Offering as set forth in the Rights Offering Procedures.

"*Subsequent Distribution*" means any distribution of property under this Plan to Holders of Allowed Claims other than the initial distribution given to such Holders on the Initial Distribution Date.

"*Subsequent Distribution Date*" means the last Business Day of the month following the end of each calendar quarter after the Effective Date; *provided*, *however*, that if the Effective Date is within thirty (30) days of the end of a calendar quarter, then the first Subsequent Distribution Date will be the last Business Day of the month following the end of the first (1st) calendar quarter after the calendar quarter in which the Effective Date falls.

"*Third Party Release*" has the meaning set forth in Article X.B hereof.

"*Unexercised Equity Interests*" means any and all unexercised options, performance, stock units, restricted stock units, restricted stock awards, warrants, calls, rights, puts, awards, commitments, or any other agreements, arrangements, or commitments of any character, kind, or nature to acquire, exchange for, or convert into an Old Parent Interest, as in existence immediately prior to the Effective Date.

"*Unexpired Lease*" means a lease to which any Debtor is a party that is subject to assumption or rejection under section 365 of the Bankruptcy Code.

"*Unimpaired*" means, with respect to a Class of Claims or Equity Interests, a Claim or an Equity Interest that is "unimpaired" within the meaning of section 1124 of the Bankruptcy Code.

"*Unsubscribed Notes*" means the New Secured Convertible Notes offered for sale in the Rights Offering that are not subscribed for by the Rights Offering Participants by the Rights Offering Termination Time in accordance with the terms of the Rights Offering Procedures.

"*Unused Carve-Out Reserve Amount*" means the remaining Cash, if any, in the Carve-Out Reserve after all obligations and liabilities for which such reserve was established are paid, satisfied, and discharged in full in Cash or are Disallowed by Final Order in accordance with this Plan.

"*Voting and Claims Agent*" means Kurtzman Carson Consultants LLC, in its capacity as solicitation, notice, claims and balloting agent for the Debtors.

"*Voting Classes*" means Classes 4 and 5.

"*Voting Deadline*" means the date and time by which all Ballots/Opt-Out Forms must be received by the Voting and Claims Agent in accordance with the Disclosure Statement, as set forth in the Disclosure Statement Order.

"*Voting Record Date*" means August 14, 2020, as approved by the Bankruptcy Court in the Disclosure Statement Order, and is the date for determining which Holders of Claims in the Voting Classes are entitled, as applicable, to receive the Disclosure Statement and to vote to accept or reject this Plan.

ARTICLE II.

ADMINISTRATIVE, DIP FACILITY, AND PRIORITY TAX CLAIMS

A. Administrative Claims

Subject to sub-paragraph 1 below, on the later of the Effective Date or the date on which an Administrative Claim becomes an Allowed Administrative Claim, or, in each such case, as soon as reasonably practicable thereafter, each Holder of an Allowed Administrative Claim (other than an Allowed Professional Fee Claim) will receive, in full satisfaction, settlement, discharge and release of, and in exchange for, such Claim either (i) Cash equal to the amount of such Allowed Administrative Claim; or (ii) such other less favorable treatment as to which the Debtors (with the consent of the Required Consenting Noteholders) or Reorganized Debtors, as applicable, and the Holder of such Allowed Administrative Claim shall have agreed upon in writing; *provided*, *however*, that Administrative 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.

1. Bar Date for Administrative Claims

Except as otherwise provided in this Plan, unless previously Filed or paid, requests for payment of Administrative Claims must be Filed and served on the Reorganized Debtors pursuant to the procedures specified in the Confirmation Order and the notice of entry of the Confirmation Order or the occurrence of the Effective Date (as applicable) no later than the Administrative Claims Bar Date; provided that the foregoing shall not apply to either the Holders of Claims arising under section 503(b)(1)(D) of the Bankruptcy Code or the Bankruptcy Court or United States Trustee as the Holders of Administrative Claims. Holders of Administrative Claims that are required to File and serve a request for payment of such Administrative Claims that do not File and serve such a request by the Administrative Claims Bar Date shall be forever barred, estopped and enjoined from asserting such Administrative Claims against the Debtors, the Reorganized Debtors and their respective Estates and property and such Administrative Claims shall be deemed discharged as of the Effective Date. All such Claims shall, as of the Effective Date, be subject to the permanent injunction set forth in Article X.G hereof. Nothing in this Article II.A shall limit, alter, or impair the terms and conditions of the Claims Bar Date Order with respect to the Claims Bar Date for filing administrative expense claims arising under Section 503(b)(9) of the Bankruptcy Code.

Objections to such requests must be Filed and served on the Reorganized Debtors and the requesting party by the later of (a) 120 days after the Effective Date and (b) 60 days after the Filing of the applicable request for payment of Administrative Claims, if applicable, as the same may be modified or extended from time to time by Final Order of the Bankruptcy Court.

2. Professional Fee Claims

Professionals or other Entities asserting a Professional Fee Claim for services rendered before the Effective Date must File and serve on the Reorganized Debtors and such other Entities who are designated in the Confirmation Order an application for final allowance of such Professional Fee Claim no later than the Professional Fees Bar Date; provided that the Reorganized Debtors shall pay the reasonable fees, costs, and out-of-pocket expenses of the Debtors' Professionals in the ordinary course of business for any work performed after the Effective Date, including those reasonable and documented fees, costs, and expenses incurred by such Professionals in connection with the implementation and consummation of this Plan, in each case without further application or notice to or order of the Bankruptcy Court; provided, further, that any Debtor Professional who may receive compensation or reimbursement of expenses pursuant to the

Ordinary Course Professionals Order may continue to receive such compensation and reimbursement of expenses from the Debtors and Reorganized Debtors for services rendered before the Effective Date pursuant to the Ordinary Course Professionals Order, in each case without further application or notice to or order of the Bankruptcy Court.

Objections to any Professional Fee Claim must be Filed and served on the Reorganized Debtors and the requesting party by no later than thirty (30) days after the Filing of the applicable final request for payment of the Professional Fee Claim. Each Holder of an Allowed Professional Fee Claim shall be paid in full in Cash by the Reorganized Debtors, including from the Carve-Out Reserve, within five (5) Business Days after entry of the order approving such Allowed Professional Fee Claim. The Reorganized Debtors shall not commingle any funds contained in the Carve-Out Reserve and shall use such funds to pay only the Professional Fee Claims, as and when allowed by order of the Bankruptcy Court. Notwithstanding anything to the contrary contained in this Plan, the failure of the Carve-Out Reserve to satisfy in full the Professional Fee Claims shall not, in any way, operate or be construed as a cap or limitation on the amount of Professional Fee Claims due and payable by the Reorganized Debtors.

B. DIP Facility Claims

Upon entry of the Final DIP Order, and pursuant to the Final DIP Order, the Prepetition Credit Agreement Claims were deemed outstanding under the DIP ABL Facility and constitute DIP ABL Facility Claims. On the Effective Date, the Allowed DIP ABL Facility Claims will, in full satisfaction, settlement, discharge and release of, and in exchange for such DIP ABL Facility Claims, be indefeasibly paid in full in Cash from the proceeds of the Exit Facility, and any unused commitments under the DIP ABL Loan Documents and the outstanding letters of credit thereunder shall be deemed outstanding under the Exit ABL Facility or, if necessary, be cash collateralized at 105% of such outstanding amount as of the Effective Date and remain outstanding.

On the Effective Date, the Allowed DIP Term Loan Facility Claims will, in full satisfaction, settlement, discharge and release of, and in exchange for such DIP Term Loan Facility Claims, be indefeasibly paid in full in Cash from the proceeds of the Rights Offering and Backstop Purchase Agreement, and the DIP Term Loan Facility Liens will be deemed discharged, released, and terminated for all purposes without further action of or by any Person or Entity.

C. Priority Tax Claims

Subject to Article VIII hereof, on, or as soon as reasonably practicable after, the later of (i) the Initial Distribution Date if such Priority Tax Claim is an Allowed Priority Tax Claim as of the Effective Date or (ii) the date on which such Priority Tax Claim becomes an Allowed Priority Tax Claim, each Holder of an Allowed Priority Tax Claim shall receive in full satisfaction, settlement, discharge and release of, and in exchange for, such Allowed Priority Tax Claim, at the election of the Debtors or Reorganized Debtors, as applicable: (A) Cash equal to the amount of such Allowed Priority Tax Claim; (B) such other less favorable treatment as to which the Debtors (with the consent of the Required Consenting Noteholders) or Reorganized Debtors, as applicable, and the Holder of such Allowed Priority Tax Claim shall have agreed upon in writing; (C) such other treatment such that it will not be Impaired pursuant to section 1124 of the Bankruptcy Code or (D) 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 Priority Tax 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 Priority Tax 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 (C) or (D) 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 Priority Tax Claim.

ARTICLE III.

CLASSIFICATION AND TREATMENT OF CLASSIFIED CLAIMS AND EQUITY INTERESTS

A. Summary

This Plan constitutes a separate plan of reorganization for each Debtor. All Claims and Equity Interests, except Administrative Claims, DIP Facility Claims, and Priority Tax Claims, are placed in the Classes set forth below. For all purposes under this Plan, each Class will contain sub-Classes for each of the Debtors (*i.e.*, there will be eight (8) Classes for each Debtor); *provided*, that any Class that is vacant as to a particular Debtor will be treated in accordance with Article III.D below.

The categories of Claims and Equity Interests listed below classify Claims and Equity Interests for all purposes, including, without limitation, for voting, confirmation and distribution pursuant hereto and pursuant to sections 1122 and 1123(a)(1) of the Bankruptcy Code. This Plan deems a Claim or Equity Interest to be classified in a particular Class only to the extent that the Claim or Equity Interest qualifies within the description of that Class and shall be deemed classified in a different Class to the extent that any remaining portion of such Claim or Equity Interest qualifies within the description of such different Class. A Claim or Equity Interest is in a particular Class only to the extent that any such Claim or Equity Interest is Allowed in that Class and has not been paid, released, Disallowed or otherwise settled prior to the Effective Date.

Summary of Classification and Treatment of Classified Claims and Equity Interests

Class	Claim/Equity Interest	Status	Voting Rights
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.	***Prepetition Notes Claims***	***Impaired***	***Entitled to Vote***
5.	***General Unsecured Claims***	***Impaired***	***Entitled to Vote***
6.	Intercompany Claims	Impaired	Deemed to Accept
7.	Old Affiliate Interests in any Parent Subsidiary	Unimpaired	Deemed to Accept
8.	Old Parent Interests	Impaired	Deemed to Reject

B. Classification and Treatment of Claims and Equity Interests

1. Class 1 - Other Priority Claims

(a) *Classification*: Class 1 consists of the Other Priority Claims.

(b) *Treatment*: Subject to Article VIII hereof, 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 this 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 this 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.

2. 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 hereof, 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 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 this 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 this 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.

3. Class 3 - Secured Tax Claims

(a) *Classification*: Class 3 consists of the Secured Tax Claims.

(b) *Treatment*: Subject to Article VIII hereof, 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 this 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 this 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.

4. 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:

(i) 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).

(ii) 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 this Plan.

(d) *Voting*: Class 4 is Impaired, and Holders of Claims in Class 4 are entitled to vote to accept or reject this Plan.

5. Class 5 – General Unsecured Claims

(a) *Classification:* Class 5 consists of General Unsecured Claims.

(b) *Treatment:* Subject to Article VIII hereof, 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:

(i) 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).

(ii) 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.

6. 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 this Plan. Therefore, Holders of Claims in Class 6 are not entitled to vote to accept or reject this Plan

7. 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 this 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 this Plan.

8. 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 this 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.

C. Special Provision Governing Unimpaired Claims

Except as otherwise provided herein, nothing under this Plan shall affect or limit the Debtors' or the Reorganized Debtors' rights and defenses (whether legal or equitable) in respect of any Unimpaired

Claims, including, without limitation, all rights in respect of legal and equitable defenses to or setoffs or recoupments against any such Unimpaired Claims.

D. Elimination of Vacant Classes

Any Class of Claims that is not occupied as of the commencement of the Confirmation Hearing by an Allowed Claim or a claim temporarily allowed under Bankruptcy Rule 3018, or as to which no vote is cast, shall be deemed eliminated from this Plan for purposes of voting to accept or reject this Plan and for purposes of determining acceptance or rejection of this Plan by such Class pursuant to section 1129(a)(8) of the Bankruptcy Code.

ARTICLE IV.

ACCEPTANCE OR REJECTION OF THE PLAN

A. Presumed Acceptance of Plan

Classes 1-3 and 7 are Unimpaired under this Plan. Therefore, the Holders of Claims or Equity Interests in such Classes are deemed to have accepted this Plan pursuant to section 1126(f) of the Bankruptcy Code and are not entitled to vote to accept or reject this Plan. Class 6 is Impaired under this Plan; however, because the Holders of such Claims are Affiliates of the Debtors, the Holders of Claims in Class 6 are conclusively deemed to have accepted this Plan.

B. Presumed Rejection of Plan

Class 8 is Impaired and Holders of Old Parent Interests in such Class shall receive no distribution under this Plan on account of such Old Parent Interests. Therefore, the Holders of Old Parent Interests in such Class are deemed to have rejected this Plan pursuant to section 1126(g) of the Bankruptcy Code and are not entitled to vote to accept or reject this Plan. Such Holders will, however, receive a Ballot/Opt-Out Form to allow such Holders to affirmatively opt-out of the Third Party Release.

C. Voting Classes

Classes 4 and 5 are Impaired under this Plan. The Holders of Claims in such Classes as of the Voting Record Date are entitled to vote to accept or reject this Plan.

D. Acceptance by Impaired Class of Claims

Pursuant to section 1126(c) of the Bankruptcy Code and except as otherwise provided in section 1126(e) of the Bankruptcy Code, an Impaired Class of Claims has accepted this Plan if the Holders of at least two-thirds (2/3) in dollar amount and more than one-half (1/2) in number of the Allowed Claims in such Class actually voting have voted to accept this Plan.

E. Confirmation Pursuant to Sections 1129(a)(10) and 1129(b) of the Bankruptcy Code

Section 1129(a)(10) of the Bankruptcy Code shall be satisfied for purposes of Confirmation by acceptance of this Plan by either Class 4 or Class 5. The Debtors request confirmation of this Plan under section 1129(b) of the Bankruptcy Code with respect to any Impaired Class that does not accept this Plan pursuant to section 1126 of the Bankruptcy Code. The Debtors reserve the right to modify this Plan or any Exhibit or the Plan Supplement in order to satisfy the requirements of section 1129(b) of the Bankruptcy Code, if necessary.

F. Votes Solicited in Good Faith

The Debtors have, and upon the Confirmation Date shall be deemed to have, solicited votes on this Plan from the Voting Classes in good faith and in compliance with the Disclosure Statement Order and the applicable provisions of the Bankruptcy Code, including, without limitation, sections 1125 and 1126 of the Bankruptcy Code, and any applicable non-bankruptcy law, rule, or regulation governing the adequacy of disclosure in connection with the solicitation. Accordingly, the Debtors, the Reorganized Debtors, and each of their respective Related Persons shall be entitled to, and upon the Confirmation Date are hereby granted, the protections of section 1125(e) of the Bankruptcy Code.

ARTICLE V.

MEANS FOR IMPLEMENTATION OF THE PLAN

A. Restructuring Transactions

Without limiting any rights and remedies of the Debtors or Reorganized Debtors under this Plan or applicable law, but in all cases subject to the terms and conditions of the Restructuring Documents and any consents or approvals required thereunder, the entry of the Confirmation Order shall constitute authorization for the Reorganized Debtors to take, or to cause to be taken, all actions necessary or appropriate to consummate and implement the provisions of this Plan prior to, on and after the Effective Date, including such actions as may be necessary or appropriate to effectuate a corporate restructuring of their respective businesses, to otherwise simplify the overall corporate structure of the Reorganized Debtors, or to reincorporate or reorganize certain of the Affiliate Debtors under the laws of jurisdictions other than the laws of which the applicable Affiliate Debtors are presently incorporated. Such restructuring may include one or more mergers, consolidations, restructures, dispositions, liquidations or dissolutions, as may be determined by the Debtors or Reorganized Debtors to be necessary or appropriate, but in all cases subject to the terms and conditions of this Plan and the Restructuring Documents and any consents or approvals required thereunder (collectively, the "**Restructuring Transactions**").

All such Restructuring Transactions taken, or caused to be taken, shall be deemed to have been authorized and approved by the Bankruptcy Court upon the entry of the Confirmation Order. The actions to effectuate the Restructuring Transactions may include: (i) the execution and delivery of appropriate agreements or other documents of merger, consolidation, restructuring, disposition, liquidation, or dissolution containing terms that are consistent with the terms of this Plan and that satisfy the applicable requirements of applicable state law and such other terms to which the applicable entities may agree; (ii) the execution and delivery of appropriate instruments of transfer, assignment, assumption, or delegation of any asset, property, right, liability, duty, or obligation on terms consistent with the terms of this Plan and having such other terms to which the applicable entities may agree; (iii) the filing of appropriate certificates or articles of merger, consolidation, or dissolution pursuant to applicable state law; and (iv) all other actions that the applicable entities determine to be necessary or appropriate, including making filings or recordings that may be required by applicable state law in connection with such transactions, but in all cases subject to the terms and conditions of this Plan and the Restructuring Documents and any consents or approvals required thereunder.

B. Continued Corporate Existence

Subject to the Restructuring Transactions permitted by Article V.A of this Plan, after the Effective Date, the Reorganized Debtors shall continue to exist as separate legal entities in accordance with the applicable law in the respective jurisdiction in which they are incorporated or formed and pursuant to their respective certificates or articles of incorporation and by-laws, or other applicable organizational

documents, in effect immediately prior to the Effective Date, except to the extent such certificates or articles of incorporation and by-laws, or other applicable organizational documents, are amended, restated or otherwise modified under this Plan. Notwithstanding anything to the contrary herein, the Claims against a particular Debtor or Reorganized Debtor shall remain the obligations solely of such Debtor or Reorganized Debtor and shall not become obligations of any other Debtor or Reorganized Debtor solely by virtue of this Plan or the Chapter 11 Cases.

C. Vesting of Assets in the Reorganized Debtors Free and Clear of Liens and Claims

Except as otherwise expressly provided in this Plan, the Confirmation Order, or any Restructuring Document, pursuant to sections 1123(a)(5), 1123(b)(3), 1141(b) and (c) and other applicable provisions of the Bankruptcy Code, on and after the Effective Date, all property and assets of the Estates of the Debtors, including all claims, rights, and Retained Causes of Action of the Debtors, and any other assets or property acquired by the Debtors or the Reorganized Debtors during the Chapter 11 Cases or under or in connection with this Plan (other than the Claims or Causes of Action subject to the Debtor Release, any rejected Executory Contracts and/or Unexpired Leases and the Carve-Out Reserve (subject to the Reorganized Debtors' reversionary interest in the Unused Carve-Out Reserve Amount as set forth in Article V.R)), shall vest in the Reorganized Debtors free and clear of all Claims, Liens, charges, and other encumbrances, subject to the Restructuring Transactions and Liens which survive the occurrence of the Effective Date as described in Article III of this Plan (including, without limitation, Liens that secure the Exit Facility Loans and the New Secured Convertible Notes and all other obligations of the Reorganized Debtors under the Exit Facility Loan Documents and the New Secured Convertible Notes Documents). On and after the Effective Date, the Reorganized Debtors may (i) operate their respective businesses, (ii) use, acquire, and dispose of their respective property and (iii) compromise or settle any Claims, in each case without notice to, supervision of or approval by the Bankruptcy Court and free and clear of any restrictions of the Bankruptcy Code or the Bankruptcy Rules, other than restrictions expressly imposed by this Plan or the Confirmation Order.

D. Exit Facility Loan Documents; New Secured Convertible Notes Documents

On the Effective Date, the Debtors and the Reorganized Debtors, as applicable, shall be authorized to execute and deliver, and to consummate the transactions contemplated by, the Exit Facility Loan Documents and the New Secured Convertible Notes Documents, in each case in form and substance acceptable to the Required Consenting Noteholders and 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 (other than as expressly required by the Exit Facility Loan Documents and the New Secured Convertible Notes Documents). On the Effective Date, the Exit Facility Loan Documents and the New Secured Convertible Notes Documents shall constitute legal, valid, binding and authorized indebtedness and obligations of the Reorganized Debtors, enforceable in accordance with their respective terms and such indebtedness and obligations shall not be, and shall not be deemed to be, enjoined or subject to discharge, impairment, release or avoidance under this Plan, the Confirmation Order or on account of the Confirmation or Consummation of this Plan.

E. Rights Offering

The Debtors shall conduct and consummate the Rights Offering on the terms and subject to the conditions set forth in the Rights Offering Procedures, the Backstop Purchase Agreement, the Backstop Order, and the Disclosure Statement Order. The proceeds received by the Debtors under the Rights Offering from the Rights Offering Participants and the Backstop Parties pursuant to the Backstop Purchase Agreement will be utilized to, among other things, (i) satisfy the Allowed DIP Term Loan Facility claims, (ii) 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 Exit Facility Loan Documents, and (iv) for working capital and other general corporate purposes of the Reorganized Debtors after the Effective Date.

F. New Equity Interests

On the Effective Date, subject to the terms and conditions of the Restructuring Transactions, Reorganized Parent shall issue the New Equity Interests pursuant to this Plan and the Amended/New Organizational Documents. Except as otherwise expressly provided in the Restructuring Documents, the Reorganized Parent shall not be obligated to register the New Equity Interests under the Securities Act or to list the New Equity Interests for public trading on any securities exchange.

Distributions of the New Equity Interests may be made by delivery or book-entry transfer thereof by the applicable Distribution Agent in accordance with this Plan and the Amended/New Organizational Documents. Upon the Effective Date, after giving effect to the transactions contemplated hereby, the authorized capital stock or other equity securities of Reorganized Parent shall be that number of shares of New Equity Interests as may be designated in the Amended/New Organizational Documents.

G. *New Stockholders Agreement; New Registration Rights Agreement*

Subject to the Restructuring Transactions permitted by Article V.A of this Plan, on the Effective Date, Reorganized Parent shall enter into the New Stockholders Agreement and, if applicable, the New Registration Rights Agreement, each of which shall become effective and binding in accordance with its terms and conditions upon the parties thereto, in each case 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 (other than as expressly required by the New Stockholders Agreement and the New Registration Rights Agreement, as applicable).

On and as of the Effective Date, all of the Holders of New Equity Interests shall be deemed to be parties to the New Stockholders Agreement, without the need for execution by such Holder. The New Stockholders Agreement shall be binding on all Persons or Entities receiving, and all Holders of, the New Equity Interests (and their respective successors and assigns), whether such New Equity Interest is received or to be received on or after the Effective Date and regardless of whether such Person or Entity executes or delivers a signature page to the New Stockholders Agreement.

To the extent applicable, on and as of the Effective Date, all Backstop Parties will be deemed to be parties to the New Registration Rights Agreement, without the need for execution by any such Persons or Entities. The New Registration Rights Agreement will be binding on all such Persons or Entities (and their respective successors and assigns) regardless of whether such applicable Person or Entity executes or delivers a signature page to the New Registration Rights Agreement; provided, that to the extent the Required Backstop Parties elect not to enter into the New Registration Rights Agreement, the New Registration Rights Agreement shall not be included in the Plan Supplement, and the provisions herein related to the New Registration Rights Agreement shall be null and void.

H. New Management Incentive Plan

After the Effective Date, the New Board shall adopt the New Management Incentive Plan pursuant to which New Equity Interests (or restricted stock units, options, or other instruments (including "profits interests" in the Reorganized Parent), or some combination of the foregoing) representing up to ten percent (10%) of the New Equity Interests issued as of the Effective Date on a fully diluted basis may be reserved for grants to be made from time to time to the directors, officers, and other management of the Reorganized

Parent, subject to the terms and conditions set forth in the New Management Incentive Plan. The details and allocation of the New Management Incentive Plan and the underlying awards thereunder shall be determined by the New Board. For the avoidance of doubt, the New Management Incentive Plan Equity shall dilute all of the New Equity Interests equally, including the New Equity Interests issued upon conversion of the New Secured Convertible Notes after the Effective Date.

I. Plan Securities and Related Documentation; Exemption from Securities Laws

On and after the Effective Date, the Debtors and the Reorganized Debtors, as applicable, are authorized to and shall provide or issue, as applicable, the New Equity Interests, the New Secured Convertible Notes, and any and all other securities to be distributed or issued under this Plan (collectively, the "**Plan Securities**") and any and all other notes, stock, instruments, certificates, and other documents or agreements required to be distributed, issued, executed or delivered pursuant to or in connection with this Plan (collectively, the "**Plan Securities and Documents**"), in each case in form and substance acceptable to the Required Consenting Noteholders, and 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.

The offer, distribution, and issuance, as applicable, of the Plan Securities and Documents under this Plan shall be exempt from registration and prospectus delivery requirements under applicable securities laws (including Section 5 of the Securities Act or any similar state or local law requiring the registration and/or delivery of a prospectus for offer or sale of a security or registration or licensing of an issuer of a security) pursuant to section 1145(a) of the Bankruptcy Code, Section 4(a)(2) of the Securities Act and/or other applicable exemptions. An offering of Plan Securities provided in reliance on the exemption from registration under the Securities Act pursuant to section 1145(a) of the Bankruptcy Code may be sold without registration to the extent permitted under section 1145 of the Bankruptcy Code and is deemed to be a public offering, and such Plan Securities may be resold without registration to the extent permitted under section 1145 of the Bankruptcy Code. Any Plan Securities and Documents provided in reliance on the exemption from registration under the Securities Act provided by Section 4(a)(2) of such act will be provided in a private placement.

All Plan Securities issued to Holders of Allowed Claims on account of their respective Claims will be issued without registration under the Securities Act or any similar federal, state, or local law in reliance on Section 1145(a) of the Bankruptcy Code. All Plan Securities issued (a) to Holders of Allowed Claims as Rights Offering Participants in the Rights Offering upon exercise of their respective Subscription Rights or upon subsequent conversion of their New Secured Convertible Notes into New Equity Interests, or (b) to the Backstop Parties pursuant to the Backstop Purchase Agreement (i) in satisfaction of their obligations to purchase any Unsubscribed Notes or (ii) in connection with the Put Option Notes, in each case, including upon any subsequent conversion of such New Secured Convertible Notes into New Equity Interests, will be issued without registration under the Securities Act or any similar federal, state, or local law in reliance on Section 4(a)(2) of the Securities Act or Regulation D promulgated thereunder.

Resales by Persons or Entities who receive any Plan Securities that are offered pursuant to an exemption under section 1145(a) of the Bankruptcy Code, who are deemed to be "underwriters" (as such term is defined in the Bankruptcy Code) (such Persons or Entities, the "**Restricted Holders**") would not be exempted by section 1145 of the Bankruptcy Code from registration under the Securities Act. Restricted Holders would, however, be permitted to resell the Plan Securities that are offered pursuant to an exemption under section 1145(a) of the Bankruptcy Code, as applicable, without registration if they are able to comply with the provisions of Rule 144 under the Securities Act, or if such securities are registered with the Commission pursuant to a registration statement or otherwise.

Persons or Entities who receive Plan Securities pursuant to the exemption from registration set forth in section 4(a)(2) of the Securities Act or Regulation D promulgated thereunder will hold "restricted securities" as defined under Rule 144 under the Securities Act. Resales of such restricted securities would not be exempted by section 1145 of the Bankruptcy Code from registration under the Securities Act or other applicable law. Holders of restricted securities would, however, be permitted to resell Plan Securities without registration if they are able to comply with the applicable provisions of Rule 144 or Rule 144A under the Securities Act or any other applicable registration exemption under the Securities Act, or if such securities are registered with the Commission.

In the event that the Reorganized Debtors elect on or after the Effective Date to reflect any ownership of the Plan Securities through the facilities of DTC, the Reorganized Debtors need not provide any further evidence other than this Plan or the Confirmation Order with respect to the treatment of such securities under applicable securities laws. DTC shall accept and be entitled to conclusively rely upon this Plan or the Confirmation Order in lieu of a legal opinion regarding whether such securities are exempt from registration and/or eligible for DTC book-entry delivery, settlement, and depository services.

J. Release of Liens and Claims

To the fullest extent provided under section 1141(c) and other applicable provisions of the Bankruptcy Code, except as otherwise provided herein (including, without limitation, Article V.D of this Plan) or in any contract, instrument, release or other agreement or document entered into or delivered in connection with this Plan, on the Effective Date and concurrently with the applicable distributions made pursuant to Article VII hereof, all Liens, Claims, mortgages, deeds of trust, or other security interests against the assets or property of the Debtors or the Estates shall be fully released, canceled, terminated, extinguished and discharged, in each case 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. The filing of the Confirmation Order with any federal, state, or local agency or department shall constitute good and sufficient evidence of, but shall not be required to effect, the termination of such Liens, Claims and other interests to the extent provided in the immediately preceding sentence. Any Person or Entity holding such Liens, Claims or interests shall, pursuant to section 1142 of the Bankruptcy Code, promptly execute and deliver to the Reorganized Debtors such instruments of termination, release, satisfaction and/or assignment (in recordable form) as may be reasonably requested by the Reorganized Debtors.

K. Organizational Documents of the Reorganized Debtors

The respective organizational documents of each of the Debtors shall be amended and restated or replaced (as applicable) in form and substance satisfactory to the Debtors and the Required Consenting Noteholders and as necessary to satisfy the provisions of this Plan and the Bankruptcy Code. Such organizational documents shall: (i) to the extent required by section 1123(a)(6) of the Bankruptcy Code, include a provision prohibiting the issuance of non-voting equity securities; (ii) authorize the issuance of New Equity Interests in an amount not less than the amount necessary to permit the distributions thereof required or contemplated by this Plan; (iii) to the extent necessary or appropriate, include restrictions on the transfer of New Equity Interests; and (iv) to the extent necessary or appropriate, include such provisions as may be needed to effectuate and consummate this Plan and the transactions contemplated herein. After the Effective Date, the Reorganized Debtors may, subject to the terms and conditions of the Restructuring Documents, amend and restate their respective organizational documents as permitted by applicable law.

L. Directors and Officers of the Reorganized Debtors

The New Board shall be identified in the Plan Supplement. The initial new board of directors or other governing body of each Parent Subsidiary shall consist of one or more of the directors or officers of Reorganized Parent.

Consistent with the requirements of section 1129(a)(5) of the Bankruptcy Code, the Debtors will disclose, at or prior to the Confirmation Hearing, the identity and affiliations of any Person proposed to serve on the initial board of directors or be an officer of each of the Reorganized Debtors, and, to the extent such Person is an insider other than by virtue of being a director or an officer, the nature of any compensation for such Person. Each such director and officer shall serve from and after the Effective Date pursuant to applicable law and the terms of the Amended/New Organizational Documents and the other constituent and organizational documents of the applicable Reorganized Debtors. The existing boards of directors and other governing bodies of the Debtors will be deemed to have resigned on and as of the Effective Date, in each case 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.

M. Corporate Action

Each of the Debtors and the Reorganized Debtors may take any and all actions to execute, deliver, File or record such contracts, instruments, releases and other agreements or documents and take such actions as may be necessary or appropriate to effectuate and implement the provisions of this Plan, including, without limitation, the issuance and the distribution of the securities to be issued pursuant hereto, in each case in form and substance acceptable to the Required Consenting Noteholders, and without further notice to or order of the Bankruptcy Court, act or action under applicable law, regulation, order, or rule or any requirement of further action, vote or other approval or authorization by the security holders, officers or directors of the Debtors or the Reorganized Debtors or by any other Person or Entity (except for those expressly required pursuant hereto or by the Restructuring Documents).

Prior to, on or after the Effective Date (as appropriate), all matters provided for pursuant to this Plan that would otherwise require approval of the stockholders, directors, officers, managers, members or partners of the Debtors (as of prior to the Effective Date) shall be deemed to have been so approved and shall be in effect prior to, on or after the Effective Date (as appropriate) pursuant to applicable law and without any requirement of further action by the stockholders, directors, officers, managers, members or partners of the Debtors or the Reorganized Debtors, or the need for any approvals, authorizations, actions or consents of any Person or Entity.

As of the Effective Date, all matters provided for in this Plan involving the legal or corporate structure of the Debtors or the Reorganized Debtors (including, without limitation, the adoption of the Amended/New Organization Documents and similar constituent and organizational documents, and the selection of directors and officers for, each of the Reorganized Debtors), and any legal or corporate action required by the Debtors or the Reorganized Debtors in connection with this Plan, shall be deemed to have occurred and shall be in full force and effect in all respects, in each case without further notice to or order of the Bankruptcy Court, act or action under applicable law, regulation, order, or rule or any requirement of further action, vote or other approval or authorization by the stockholders, directors, officers, managers, members or partners of the Debtors or the Reorganized Debtors or by any other Person or Entity.

On and after the Effective Date, the appropriate officers of the Debtors and the Reorganized Debtors are authorized to issue, execute, deliver, consummate, and take all such actions as may be necessary or appropriate to effectuate and implement, the transactions contemplated by, the contracts, agreements,

documents, guarantees, pledges, consents, securities, certificates, resolutions and instruments contemplated by or described in this Plan in the name of and on behalf of the Debtors and the Reorganized Debtors, in each case in form and substance acceptable to the Required Consenting Noteholders, and without further notice to or order of the Bankruptcy Court, act or action under applicable law, regulation, order, or rule or any requirement of further action, vote or other approval or authorization by any Person or Entity. The secretary and any assistant secretary of the Debtors and the Reorganized Debtors shall be authorized to certify or attest to any of the foregoing actions.

N. Cancellation of Notes, Certificates and Instruments

On the Effective Date, except to the extent otherwise provided in this Plan and the Restructuring Documents, all notes, stock, indentures, instruments, certificates, agreements and other documents evidencing or relating to Claims or Equity Interests (other than Old Affiliate Interests) shall be canceled, and the obligations of the Debtors thereunder or in any way related thereto shall be fully released, terminated, extinguished and discharged, in each case without further notice to or order of the Bankruptcy Court, act or action under applicable law, regulation, order, or rule or any requirement of further action, vote or other approval or authorization by any Person or Entity; provided that the Prepetition Notes and the Prepetition Notes Indenture shall continue in effect for the limited purpose of (i) allowing Holders of Claims thereunder to receive, and allowing and preserving the rights of the Prepetition Notes Indenture Trustee to make, distributions under this Plan and (ii) permitting the Prepetition Notes Indenture Trustee to exercise its Prepetition Notes Indenture Trustee Charging Lien against such distributions for payment of any unpaid portion of the Prepetition Notes Indenture Trustee Fees and Expenses. Except to the extent otherwise provided in this Plan and the Restructuring Documents, upon completion of all such distributions, the Prepetition Notes Indenture and any and all notes, securities and instruments issued in connection therewith shall terminate completely without further notice or action and be deemed surrendered.

O. *Old Affiliate Interests*

On the Effective Date, the Old Affiliate Interests shall remain effective and outstanding, 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. Each Parent Subsidiary shall continue to be governed by the terms and conditions of its applicable organizational documents as in effect immediately prior to the Effective Date, except as amended or modified by this Plan.

P. Sources of Cash for Plan Distributions

Except as otherwise provided in this Plan or the Confirmation Order, all Cash necessary for the Debtors or the Reorganized Debtors, as applicable, to make payments required pursuant to this Plan will be obtained from their respective Cash balances, including Cash from operations, the Exit Facility, and the Rights Offering. The Debtors and the Reorganized Debtors, as applicable, may also make such payments using Cash received from their subsidiaries through their respective consolidated cash management systems and the incurrence of intercompany transactions, but in all cases subject to the terms and conditions of the Restructuring Documents.

Q. Continuing Effectiveness of Final Orders

Payment authorization granted to the Debtors under any prior Final Order entered by the Bankruptcy Court shall continue in effect after the Effective Date. Accordingly, the Debtors or the Reorganized Debtors may pay or otherwise satisfy any Claim to the extent permitted by, and subject to, the applicable Final Order without regard to the treatment that would otherwise be applicable to such Claim under this Plan.

R. Funding and Use of Carve-Out Reserve

On the Effective Date, the Debtors shall fund the Carve-Out Reserve in the amount equal to the Carve-Out Reserve Amount. The Carve-Out Reserve Amount shall be determined by the Debtors, with the consent of the Required Consenting Noteholders or as determined by order of the Bankruptcy Court, as necessary in order to be able to pay in full in Cash the obligations and liabilities for which the Carve-Out Reserve was established.

The Cash contained in the Carve-Out Reserve shall be used solely to pay the Allowed Professional Fee Claims, with the Unused Carve-Out Reserve Amount (if any) being returned to the Reorganized Debtors. The Debtors and the Reorganized Debtors, as applicable, shall maintain detailed records of all payments made from the Carve-Out Reserve, such that all payments and transactions shall be adequately and promptly documented in, and readily ascertainable from, their respective books and records. After the Effective Date, neither the Debtors nor the Reorganized Debtors shall deposit any other funds or property into the Carve-Out Reserve absent further order of the Bankruptcy Court, or otherwise commingle funds in the Carve-Out Reserve.

The Carve-Out Reserve shall be maintained in trust for the Professionals and shall not be considered property of the Debtors' Estates; provided that the Reorganized Debtors shall have a reversionary interest in the Unused Carve-Out Reserve Amount. To the extent that funds held in the Carve-Out Reserve do not or are unable to satisfy the full amount of the Allowed Professional Fee Claims, such Professionals shall have an Allowed Administrative Claim for any such deficiency, which shall be satisfied in full in Cash in accordance with Article II.A of this Plan.

S. Put Option Notes

As consideration for the Debtors' right to call on the Backstop Parties' Backstop Commitments and consistent with the Backstop Order, on the Effective Date, the Reorganized Debtors shall issue the Put Option Notes to the Backstop Parties under and as set forth in the Backstop Purchase Agreement.

T. Payment of Fees and Expenses of Certain Creditors

The Debtors shall, on and after the Effective Date and to the extent invoiced, pay (i) the Prepetition Credit Agreement Agent and Lender Fees and Expenses, (ii) the Ad Hoc Noteholders Committee Fees and Expenses and (iii) the Backstop Expenses (in each case whether accrued prepetition or postpetition and to the extent not otherwise paid during the Chapter 11 Cases), without application by any such parties to the Bankruptcy Court, and without notice and a hearing pursuant to section 1129(a)(4) of the Bankruptcy Code or otherwise; *provided*, *however*, if the Debtors or Reorganized Debtors and any such Person or Entity cannot agree with respect to the reasonableness of the fees and expenses (incurred prior to the Effective Date) to be paid to such party, the reasonableness of any such fees and expenses shall be determined by the Bankruptcy Court (with any undisputed amounts to be paid by the Debtors on or after the Effective Date (as applicable) and any disputed amounts to be escrowed by the Reorganized Debtors). Notwithstanding anything to the contrary in this Plan, the fees and expenses described in this paragraph shall not be subject to the Administrative Claims Bar Date.

U. Payment of Fees and Expenses of Indenture Trustee

The Debtors shall, on and after the Effective Date, and upon the presentment of invoices in customary form (which may be redacted to preserve any confidential or privileged information), pay the Prepetition Notes Indenture Trustee Fees and Expenses (in each case whether accrued prepetition or postpetition and to the extent not otherwise paid during the Chapter 11 Cases), without application by any

party to the Bankruptcy Court, and without notice and a hearing pursuant to section 1129(a)(4) of the Bankruptcy Code or otherwise; *provided*, *however*, if the Debtors or Reorganized Debtors and the Prepetition Notes Indenture Trustee cannot agree with respect to the reasonableness of any Prepetition Notes Indenture Trustee Fees and Expenses (incurred prior to the Effective Date), the reasonableness of any such Prepetition Notes Indenture Trustee Fees and Expenses shall be determined by the Bankruptcy Court (with any undisputed amounts to be paid by the Debtors on or after the Effective Date (as applicable) and any disputed amounts to be escrowed by the Reorganized Debtors). Nothing herein shall be deemed to impair, waive, or discharge the Prepetition Notes Indenture Trustee Charging Lien for any amounts not paid pursuant to this Plan and otherwise claimed by the Prepetition Notes Indenture Trustee pursuant to and in accordance with the Prepetition Notes Indenture. From and after the Effective Date, the Reorganized Debtors shall pay any Prepetition Notes Indenture Trustee Fees and Expenses in full in Cash without further court approval. Notwithstanding anything to the contrary in this Plan, the fees and expenses described in this paragraph shall not be subject to the Administrative Claims Bar Date.

ARTICLE VI.

TREATMENT OF EXECUTORY CONTRACTS AND UNEXPIRED LEASES

A. Assumption of Executory Contracts and Unexpired Leases

On the Effective Date, with the consent of the Required Consenting Noteholders, all Executory Contracts and Unexpired Leases of the Debtors will be assumed by the Debtors in accordance with, and subject to, the provisions and requirements of sections 365 and 1123 of the Bankruptcy Code, except for those Executory Contracts and Unexpired Leases that:

(i) have been assumed or rejected by the Debtors by prior order of the Bankruptcy Court;

(ii) are the subject of a motion to reject filed by the Debtors that is pending on the Effective Date;

(iii) are identified in the Schedule of Rejected Executory Contracts and Unexpired Leases, which may be amended by the Debtors to add or remove Executory Contracts and Unexpired Leases by filing with the Bankruptcy Court an amended Schedule of Rejected Executory Contracts and Unexpired Leases and serving it on the affected non-Debtor contract parties prior to the Effective Date; or

(iv) are rejected by the Debtors or terminated pursuant to the terms of this Plan.

Without amending or altering any prior order of the Bankruptcy Court approving the assumption or rejection of any Executory Contract or Unexpired Lease, entry of the Confirmation Order by the Bankruptcy Court shall constitute approval of such assumptions pursuant to sections 365(a) and 1123 of the Bankruptcy Code.

To the extent any provision in any Executory Contract or Unexpired Lease assumed or assumed and assigned (as applicable) pursuant to this Plan or any prior order of the Bankruptcy Court (including, without limitation, any "change in control" provision, "change of control" provision, or provision with words of similar import) prohibits, restricts or conditions, or purports to prohibit, restrict or condition, or is modified, breached or terminated, or deemed modified, breached or terminated by, (i) the commencement of these Chapter 11 Cases or the insolvency or financial condition of any Debtor at any time before the closing of its respective Chapter 11 Case, (ii) any Debtor's or any Reorganized Debtor's assumption or assumption and assignment (as applicable) of such Executory Contract or Unexpired Lease or (iii) the Confirmation or Consummation of this Plan, then such provision shall be deemed modified such that the

transactions contemplated by this Plan shall not entitle the non-debtor party thereto to modify or terminate such Executory Contract or Unexpired Lease or to exercise any other default-related rights or remedies with respect thereto, and any required consent under any such contract or lease shall be deemed satisfied by the Confirmation of this Plan.

Each Executory Contract and Unexpired Lease assumed and/or assigned pursuant to this Plan shall revest in and be fully enforceable by the applicable Reorganized Debtor or the applicable assignee in accordance with its terms and conditions, except as modified by the provisions of this Plan, any order of the Bankruptcy Court approving its assumption and/or assignment, or applicable law.

The inclusion or exclusion of a contract or lease on any schedule or exhibit shall not constitute an admission by any Debtor that such contract or lease is an Executory Contract or Unexpired Lease or that any Debtor has any liability thereunder.

B. Cure of Defaults; Assignment of Executory Contracts and Unexpired Leases

Any defaults under each Executory Contract and Unexpired Lease to be assumed, or assumed and assigned, pursuant to this Plan shall be satisfied, pursuant to and to the extent required by section 365(b)(1) of the Bankruptcy Code, by payment of the applicable default amount in Cash on or in connection with the Effective Date or on such other terms as the Bankruptcy Court may order or the parties to such Executory Contracts or Unexpired Leases may otherwise agree in writing (the "**Cure Claim Amount**").

In the event of an assumption, or an assumption and assignment, of an Executory Contract or Unexpired Lease under this Plan, at least fourteen (14) days prior to the Plan Objection Deadline, the Debtors shall File and serve upon counterparties to such Executory Contracts and Unexpired Leases, a notice of the proposed assumption, or proposed assumption and assignment, which will: (a) list the applicable Cure Claim Amount, if any; (b) if applicable, identify the party to which the Executory Contract or Unexpired Lease will be assigned; (c) describe the procedures for filing objections thereto; and (d) explain the process by which related disputes will be resolved by the Bankruptcy Court.

Any objection by a counterparty to an Executory Contract or Unexpired Lease to a proposed assumption, or proposed assumption and assignment under this Plan, or any related cure amount, must be Filed, served and actually received by the Debtors prior to the Plan Objection Deadline (notwithstanding anything in the Schedules or a Proof of Claim to the contrary). Any counterparty to an Executory Contract or Unexpired Lease that fails to object timely to the proposed assumption, or proposed assumption and assignment, or cure amount will be deemed to have consented to such matters and will be deemed to have forever released and waived any objection to such proposed assumption, proposed assumption and assignment, and cure amount. The Confirmation Order shall constitute an order of the Bankruptcy Court approving each proposed assumption, or proposed assumption and assignment, of Executory Contracts and Unexpired Leases pursuant to sections 365 and 1123 of the Bankruptcy Code as of the Effective Date.

In 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" (within the meaning of section 365 of the Bankruptcy Code) 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. If such objection is sustained by Final Order of the Bankruptcy Court, the Debtors or the Reorganized Debtors, as applicable, may elect to reject such Executory Contract or Unexpired Lease in lieu of assuming or assigning it. The Debtors or the Reorganized Debtors, as applicable, shall be authorized to effect such rejection by filing a

written notice of rejection with the Bankruptcy Court and serving such notice on the applicable counterparty within ten (10) days of the entry of such Final Order.

Subject to any cure claims Filed with respect thereto, assumption or assumption and assignment of any Executory Contract or Unexpired Lease pursuant to this Plan shall result in the full release and satisfaction of any Claims or defaults, whether monetary or nonmonetary, including defaults of provisions restricting the change in control or ownership interest composition or other bankruptcy-related defaults, arising under any assumed Executory Contract or Unexpired Lease at any time prior to the effective date of assumption or assumption and assignment, in each case as provided in section 365 of the Bankruptcy Code. Any Proofs of Claim filed with respect to an Executory Contract or Unexpired Lease that has been assumed or assumed and assigned by Final Order shall be deemed disallowed and expunged (subject to any cure claims Filed with respect thereto), without further notice to or action, order, or approval of the Bankruptcy Court.

With respect to any Executory Contract or Unexpired Lease assumed and assigned pursuant to this Plan, upon and as of the Effective Date, the applicable assignee shall be deemed to be substituted as a party thereto for the applicable Debtor party to such assigned Executory Contract or Unexpired Lease and, accordingly, the Debtors and the Reorganized Debtors shall be relieved, pursuant to and to the extent set forth in section 365(k) of the Bankruptcy Code, from any further liability under such assigned Executory Contract or Unexpired Lease.

C. Rejection of Executory Contracts and Unexpired Leases

The Debtors reserve the right, subject to the consent of the Required Consenting Noteholders, at any time prior to the Effective Date, except as otherwise specifically provided herein, to seek to reject any Executory Contract or Unexpired Lease and to file a motion requesting authorization for the rejection of any such contract or lease. All Executory Contracts and Unexpired Leases listed on the Schedule of Rejected Executory Contracts and Unexpired Leases shall be deemed rejected as of the Effective Date. The Confirmation Order shall constitute an order of the Bankruptcy Court approving the rejections described in this Article VI pursuant to sections 365 and 1123 of the Bankruptcy Code as of the Effective Date. Rejection of any Executory Contract or Unexpired Lease pursuant to this Plan or otherwise shall not constitute a termination of any preexisting obligations owed to the Debtors or the Reorganized Debtors, as applicable, under such Executory Contracts or Unexpired Leases.

D. Claims on Account of the Rejection of Executory Contracts or Unexpired Leases

All Proofs of Claim with respect to Claims arising from the rejection of Executory Contracts or Unexpired Leases, pursuant to this Plan or the Confirmation Order, if any, must be filed with the Bankruptcy Court within thirty (30) days after service of an order of the Bankruptcy Court (including the Confirmation Order) approving such rejection.

Any Person or Entity that is required to file a Proof of Claim arising from the rejection of an Executory Contract or an Unexpired Lease that fails to timely do so shall be forever barred, estopped and enjoined from asserting such Claim, and such Claim shall not be enforceable, against the Debtors, the Reorganized Debtors or the Estates, and the Debtors, the Reorganized Debtors and their Estates and their respective assets and property shall be forever discharged from any and all indebtedness and liability with respect to such Claim unless otherwise ordered by the Bankruptcy Court or as otherwise provided herein. All such Claims shall, as of the Effective Date, be subject to the permanent injunction set forth in Article X.G hereof.

E. D&O Liability Insurance Policies

On the Effective Date, each D&O Liability Insurance Policy shall be deemed and treated as an Executory Contract that is and shall be assumed by the Debtors (and assigned to the applicable Reorganized Debtors, if necessary) pursuant to section 365(a) and section 1123 of the Bankruptcy Code as to which no Proof of Claim, request for administrative expense, or cure claim need be Filed, and all Claims arising from the D&O Liability Insurance Policies shall survive the Effective Date and be Unimpaired. Unless previously effectuated by separate order entered by the Bankruptcy Court, entry of the Confirmation Order shall constitute the Bankruptcy Court's approval of the Debtors' assumption of each of the D&O Liability Insurance Policies.

In furtherance of the foregoing, the Reorganized Debtors shall maintain and continue in full force and effect such D&O Liability Insurance Policies for the benefit of the insured Persons at levels (including with respect to coverage and amount) no less favorable than those existing as of the date of entry of the Confirmation Order for a period of no less than six (6) years following the Effective Date; provided, however, that, after assumption of the D&O Liability Insurance Policies, nothing in this Plan otherwise alters the terms and conditions of the D&O Liability Insurance Policies. Confirmation and Consummation of this Plan shall not impair or otherwise modify any available defenses of the Reorganized Debtors under the D&O Liability Insurance Policies. For the avoidance of doubt, the D&O Liability Insurance Policies shall continue to apply with respect to actions, or failures to act, that occurred on or prior to the Effective Date, subject to the terms and conditions of the D&O Liability Insurance Policies.

The Debtors are further authorized to take such actions, and to execute and deliver such documents, as may be reasonably necessary or appropriate to implement, maintain, cause the binding of, satisfy any terms or conditions of, or otherwise secure for the insureds the benefits of the D&O Tail Policy, without further notice to or order of the Bankruptcy Court or approval or consent of any Person or Entity.

F. Indemnification Provisions

On the Effective Date, and, if applicable, subject to the assumption or assumption and assignment of the Specified Employee Plans in accordance Article VI.G hereof, all Indemnification Provisions shall be deemed and treated as Executory Contracts that are and shall be assumed by the Debtors (and assigned to the applicable Reorganized Debtors, if necessary) pursuant to section 365(a) and section 1123 of the Bankruptcy Code as to which no Proof of Claim, request for administrative expense, or cure claim need be Filed, and all Claims arising from the Indemnification Provisions shall survive the Effective Date and be Unimpaired; provided, that the Reorganized Debtors shall not be deemed to have assumed under this Plan, and shall have no obligation whatsoever with respect to, any obligations under any Indemnification Provision related to any Designated Person (the "**Designated Person Indemnity Carve-Out**"). Unless previously effectuated by separate order entered by the Bankruptcy Court, entry of the Confirmation Order shall constitute the Bankruptcy Court's approval of the Debtors' assumption of each of the Indemnification Provisions, except with respect to the Designated Person Indemnity Carve-Out. Confirmation and Consummation of this Plan shall not impair or otherwise modify any available defenses of the Reorganized Debtors or other applicable parties under the Indemnification Provisions. For the avoidance of doubt, the Indemnification Provisions shall continue to apply with respect to actions, or failures to act, that occurred on or prior to the Effective Date, subject to the terms and conditions of the Indemnification Provisions and the Designated Person Indemnity Carve-Out.

G. Employee Compensation and Benefit Programs

On the Effective Date, all employment agreements and severance policies, including all employment, compensation, and benefit plans, policies, and programs of the Debtors applicable to any of

their respective employees or retirees, and any of the employees or retirees of their respective subsidiaries, including, without limitation, all workers' compensation programs, savings plans, retirement plans, healthcare plans, disability plans, life, and accidental death and dismemberment insurance plans, health and welfare plans, and 401(k) plans (in each case, as applicable) (collectively, the "**Specified Employee Plans**") shall be deemed and treated as Executory Contracts that are and shall be assumed by the Debtors (and assigned to the applicable Reorganized Debtors, if necessary) pursuant to section 365(a) and section 1123 of the Bankruptcy Code as to which no Proof of Claim, request for administrative expense, or cure claim need be Filed. All Claims arising from the Specified Employee Plans shall survive the Effective Date and be Unimpaired; provided that, in each case, with respect to any provision of a Specified Employee Plan that relates to a "change in control", "change of control" or words of similar import, that the Debtors, and, if applicable, the individual participants in the applicable Specified Employee Plan, agree that Confirmation and Consummation of this Plan and the related transactions hereunder do not constitute such an event for purposes of such Specified Employee Plan. Unless previously effectuated by separate order entered by the Bankruptcy Court, entry of the Confirmation Order shall constitute the Bankruptcy Court's approval of the Debtors' assumption of each of the Specified Employee Plans; provided further that any employment agreements or offer letters relating to senior management personnel and officers of the Debtors shall not be assumed under this Plan without the advanced written consent of the Required Backstop Parties. Confirmation and Consummation of this Plan shall not impair or otherwise modify any available defenses of the Reorganized Debtors or other applicable parties under the Specified Employee Plans.

H. Insurance Contracts

On the Effective Date, and without limiting the terms or provisions of Paragraph E of this Article VI, each Insurance Contract shall be deemed and treated as an Executory Contract that is and shall be assumed by the Debtors pursuant to section 365(a) and section 1123 of the Bankruptcy Code as to which no Proof of Claim, request for administrative expense, or cure claim need be Filed. Unless previously effectuated by separate order entered by the Bankruptcy Court, entry of the Confirmation Order shall constitute the Bankruptcy Court's approval of the Debtors' assumption of each of the Insurance Contracts. Confirmation and Consummation of this Plan shall not impair or otherwise modify any available defenses of the Reorganized Debtors under the Insurance Contracts.

I. Extension of Time to Assume or Reject

Notwithstanding anything to the contrary set forth in Article VI of this Plan, in the event of a dispute as to whether a contract is executory or a lease is unexpired, the right of the Reorganized Debtors to move to assume or reject such contract or lease shall be extended until the date that is ten (10) days after entry of a Final Order by the Bankruptcy Court determining that the contract is executory or the lease is unexpired. The deemed assumption provided for in Article VI.A of this Plan shall not apply to any such contract or lease, and any such contract or lease shall be assumed or rejected only upon motion of the Reorganized Debtors following the Bankruptcy Court's determination that the contract is executory or the lease is unexpired.

J. Modifications, Amendments, Supplements, Restatements, or Other Agreements

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

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

ARTICLE VII.

PROVISIONS GOVERNING DISTRIBUTIONS

A. Distributions for Claims Allowed as of the Effective Date

Except as otherwise provided in the "Treatment" sections in Article III hereof or as ordered by the Bankruptcy Court, initial distributions to be made on account of Claims that are Allowed Claims as of the Effective Date shall be made on the Initial Distribution Date or as soon thereafter as is practicable. Any payment or distribution required to be made under this Plan on a day other than a Business Day shall be made on the next succeeding Business Day. Distributions on account of Disputed Claims that first become Allowed Claims after the Effective Date shall be made pursuant to Article VIII hereof.

B. No Postpetition Interest on Claims

Unless otherwise specifically provided for in this Plan, the Confirmation Order or Final Order of the Bankruptcy Court, or required by applicable bankruptcy law (including, without limitation, as required pursuant to section 506(b) or section 511 of the Bankruptcy Code), postpetition interest shall not accrue or be paid on any Claims and no Holder of a Claim shall be entitled to interest accruing on or after the Petition Date on any Claim.

C. Distributions by the Reorganized Debtors or Other Applicable Distribution Agent

Other than as specifically set forth below, the Reorganized Debtors or other applicable Distribution Agent shall make all distributions required to be distributed under this Plan. Distributions on account of the Allowed DIP Facility Claims and the Allowed Prepetition Notes Claims shall be made to the DIP Facility Agents and the Prepetition Notes Indenture Trustee, respectively, and such agent and trustee will be, and shall act as, the Distribution Agent with respect to its respective Class of Claims in accordance with the terms and conditions of this Plan. All such distributions shall be deemed completed when made by the Reorganized Debtors to the applicable Distribution Agent. The Reorganized Debtors may employ or contract with other entities to assist in or make the distributions required by this Plan and may pay the reasonable fees and expenses of such entities and the Distribution Agents in the ordinary course of business. No Distribution Agent shall be required to give any bond or surety or other security for the performance of its duties unless otherwise ordered by the Bankruptcy Court.

The distributions of New Equity Interests to be made under this Plan to Holders of Allowed Prepetition Notes Claims shall be made to the Prepetition Notes Indenture Trustee, which, subject to the right of the Prepetition Notes Indenture Trustee to assert its Prepetition Notes Indenture Trustee Charging Lien against such distributions, shall transmit such distributions to Holders of Allowed Prepetition Notes Claims in accordance with the Prepetition Notes Indenture. Notwithstanding anything to the contrary in this Plan, the Prepetition Notes Indenture Trustee may transfer or direct the transfer of such distributions through the facilities of DTC and, in such event, will be entitled to recognize and transact with for all purposes under this Plan with Holders of Allowed Prepetition Notes Claims to the extent consistent with the customary practices of DTC. The Debtors or Reorganized Debtors (as applicable) shall use their best efforts to make the New Equity Interests to be distributed to Holders of Allowed Prepetition Notes Claims eligible for distribution through the facilities of DTC. The distributions of Subscription Rights under this

Plan to Holders of Allowed Prepetition Notes Claims and Eligible General Unsecured Claims shall be made by the Voting and Claims Agent as provided in the Rights Offering Procedures.

D. Delivery and Distributions; Undeliverable or Unclaimed Distributions

1. Record Date for Distributions

On the Distribution Record Date, the Claims Register shall be closed. Accordingly, the Debtors, the Reorganized Debtors or other applicable Distribution Agent will have no obligation to recognize the assignment, transfer or other disposition of, or the sale of any participation in, any Allowed Claim (other than Prepetition Debt Claims) that occurs after the close of business on the Distribution Record Date, and will be entitled for all purposes herein to recognize and distribute securities, property, notices and other documents only to those Holders of Allowed Claims (other than Prepetition Debt Claims) who are Holders of such Claims, or participants therein, as of the close of business on the Distribution Record Date. The Reorganized Debtors or other applicable Distribution Agent shall be entitled to recognize and deal for all purposes under this Plan with only those record holders stated on the Claims Register, or their books and records, as of the close of business on the Distribution Record Date; provided, however, that the Distribution Record Date shall not apply to the Prepetition Debt Claims and the DIP Facility Claims.

2. Delivery of Distributions in General

Except as otherwise provided herein, the Debtors, the Reorganized Debtors or other applicable Distribution Agent, as applicable, shall make distributions to Holders of Allowed Claims, or in care of their authorized agents, as appropriate, at the address for each such Holder or agent as indicated on the Debtors' or other applicable Distribution Agent's books and records as of the date of any such distribution; *provided, however*, that the manner of such distributions shall be determined in the discretion of the applicable Distribution Agent (subject to the terms and conditions of the relevant Prepetition Debt Documents, if applicable); provided further, that the address for each Holder of an Allowed Claim shall be deemed to be the address set forth in the latest Proof of Claim Filed by such Holder pursuant to Bankruptcy Rule 3001 as of the Distribution Record Date.

3. Minimum Distributions

Notwithstanding anything herein to the contrary, no Distribution Agent shall be required to make distributions or payments of less than $50.00 (whether in Cash or otherwise) or to make partial distributions or payments of fractions of dollars or New Equity Interests, in each case with respect to Impaired Claims. With respect to Impaired Claims, whenever any payment or distribution of a fraction of a dollar or share of New Equity Interest under this Plan would otherwise be called for, the actual payment or distribution will reflect a rounding of such fraction to the nearest whole dollar or share of New Equity Interest (up or down), with half dollars and half shares of New Equity Interest or more being rounded up to the next higher whole number and with less than half dollars and half shares of New Equity Interest being rounded down to the next lower whole number (and no Cash shall be distributed in lieu of such fractional New Equity Interest).

No Distribution Agent shall have any obligation to make a distribution on account of an Allowed Claim that is Impaired under this Plan if: (a) the aggregate amount of all distributions authorized to be made on the Subsequent Distribution Date in question is or has an economic value less than $25,000, unless such distribution is a final distribution; or (b) the amount to be distributed to the specific Holder of an Allowed Claim on such Subsequent Distribution Date does not constitute a final distribution to such Holder and is or has an economic value less than $50.00, which shall be treated as an undeliverable distribution under Article VII.D.4 below.

4. Undeliverable Distributions

(a) Holding of Certain Undeliverable Distributions

If the distribution to any Holder of an Allowed Claim is returned to the Distribution Agent as undeliverable or is otherwise unclaimed, no further distributions shall be made to such Holder unless and until the Distribution Agent is notified in writing of such Holder's then current address, at which time all currently due but missed distributions shall be made to such Holder on the next Subsequent Distribution Date (or such earlier date as determined by the applicable Distribution Agent). Undeliverable distributions shall remain in the possession of the Reorganized Debtors or in the applicable reserve, subject to Article VII.D.4(b) hereof, until such time as any such distributions become deliverable. Undeliverable distributions shall not be entitled to any additional interest, dividends or other accruals of any kind on account of their distribution being undeliverable.

(b) Failure to Claim Undeliverable Distributions

Any Holder of an Allowed Claim (or any successor or assignee or other Person or Entity claiming by, through, or on behalf of, such Holder) that does not assert a right pursuant to this Plan for an undeliverable or unclaimed distribution within one (1) year after the later of the Effective Date or the date such distribution is due shall be deemed to have forfeited its rights for such undeliverable or unclaimed distribution and shall be forever barred and enjoined from asserting any such rights for an undeliverable or unclaimed distribution against the Debtors or their Estates, the Reorganized Debtors or their respective assets or property, or any Distribution Agent. In such case, (i) for Claims other than Classes 4 and 5, any Cash, Plan Securities, or other property reserved for distribution on account of such Claim shall become the property of the Estates free and clear of any Claims of such Holder with respect thereto and notwithstanding any federal or state escheat laws to the contrary, and (ii) for Claims in Classes 4 and 5, any Plan Securities and Documents, and/or other property, as applicable, held for distribution on account of such Claim shall be allocated Pro Rata by the applicable Distribution Agent for distribution among the other Holders of Claims in such Class. Nothing contained in this Plan shall require the Debtors, the Reorganized Debtors, or any Distribution Agent to attempt to locate any Holder of an Allowed Claim.

(c) Failure to Present Checks

Checks issued by the Distribution Agent on account of Allowed Claims shall be null and void if not negotiated within 180 days after the issuance of such check. In an effort to ensure that all Holders of Allowed Claims receive their allocated distributions, no later than 90 days after the issuance of such checks, the Reorganized Debtors shall File with the Bankruptcy Court a list of the Holders of any un-negotiated checks. This list shall be maintained and updated periodically in the sole discretion of the Reorganized Debtors for as long as the Chapter 11 Cases stay open. Requests for reissuance of any check shall be made directly to the Distribution Agent by the Holder of the relevant Allowed Claim with respect to which such check originally was issued. Any Holder of an Allowed Claim holding an un-negotiated check that does not request reissuance of such un-negotiated check within 365 days after the date of mailing or other delivery of such check shall have its Claim for such un-negotiated check discharged and be forever barred, estopped and enjoined from asserting any such Claim against the Debtors or their Estates, the Reorganized Debtors or their respective assets or property. In such case, any Cash held for payment on account of such Claims shall be distributed to the applicable Distribution Agent for distribution or allocation in accordance with this Plan, free and clear of any Claims of such Holder with respect thereto and notwithstanding any federal or state escheat laws to the contrary.

E. Compliance with Tax Requirements

In connection with this Plan and all distributions hereunder, the Reorganized Debtors or other applicable Distribution Agent shall comply with all applicable withholding and reporting requirements imposed by any federal, state, local, or foreign taxing authority, and all distributions hereunder shall be subject to any such applicable withholding and reporting requirements. The Reorganized Debtors or other applicable Distribution Agent shall be authorized to take any and all actions that may be necessary or appropriate to comply with such applicable withholding and reporting requirements. All Persons holding Claims shall be required to provide any information necessary to effect information reporting and the withholding of such taxes. Notwithstanding any other provision of this Plan to the contrary, each Holder of an Allowed Claim shall have the sole and exclusive responsibility for the satisfaction and payment of any tax obligations imposed by any Governmental Unit, including income, withholding, and other tax obligations, on account of such distribution.

F. Allocation of Plan Distributions Between Principal and Interest

To the extent that any Allowed Claim entitled to a distribution under this Plan is comprised of indebtedness and accrued but unpaid interest thereon, such distribution shall, to the extent permitted by applicable law, be allocated for income tax purposes to the principal amount of the Claim first and then, to the extent that the consideration exceeds the principal amount of the Claim, to the portion of such Claim representing accrued but unpaid interest.

G. Means of Cash Payment

Payments of Cash made pursuant to this Plan shall be in U.S. dollars and shall be made, at the option of the Debtors or the Reorganized Debtors (as applicable), by checks drawn on, or wire transfer from, a domestic bank selected by the Debtors or the Reorganized Debtors. Cash payments to foreign creditors may be made, at the option of the Debtors or the Reorganized Debtors, in such funds and by such means as are necessary or customary in a particular foreign jurisdiction.

H. Timing and Calculation of Amounts to Be Distributed

Except as otherwise provided in the "Treatment" sections in Article III hereof or as ordered by the Bankruptcy Court, on the Initial Distribution Date (or if a Claim is not an Allowed Claim on the Effective Date, on the Subsequent Distribution Date occurring after such Claim becomes an Allowed Claim, or as soon as reasonably practicable thereafter), each Holder of an Allowed Claim shall receive the full amount of the distributions that this Plan provides for Allowed Claims in the applicable Class. If and to the extent that there are Disputed Claims, distributions on account of any such Disputed Claims shall be made pursuant to the provisions set forth in the applicable class treatment or in Article VIII hereof. Except as otherwise provided herein, Holders of Claims shall not be entitled to interest, dividends or accruals on the distributions provided for herein, regardless of whether such distributions are delivered on or at any time after the Effective Date.

I. Setoffs

Without altering or limiting any of the rights and remedies of the Debtors and the Reorganized Debtors under section 502(d) of the Bankruptcy Code, all of which rights and remedies are hereby reserved, the Debtors and the Reorganized Debtors may, but shall not be required to, withhold (but not setoff except as set forth below) from the distributions called for hereunder on account of any Allowed Claim an amount equal to any claims, Causes of Action and Retained Causes of Action of any nature that the Debtors or the Reorganized Debtors may hold against the Holder of any such Allowed Claim; provided that, at least ten

(10) days prior to effectuating such withholding, the Debtors or the Reorganized Debtors, as applicable, shall provide written notice thereof to the applicable Holder of such Claim, and all objections and defenses of such Holder to such withholding are preserved. In the event that any such claims, Causes of Action or Retained Causes of Action are adjudicated by Final Order or otherwise resolved against the applicable Holder, the Debtors and the Reorganized Debtors may, pursuant to sections 553 or 558 of the Bankruptcy Code or applicable non-bankruptcy law, set off against any Allowed Claim and the distributions to be made pursuant hereto on account of such Allowed Claim (before any distribution is made on account of such Allowed Claim), the amount of such adjudicated or resolved claims, Causes of Action or Retained Causes of Action. Neither the failure to effect such a setoff nor the allowance of any Claim hereunder shall constitute a waiver or release by the Debtors or the Reorganized Debtors of any such claims, Causes of Action or Retained Causes of Action, all of which are reserved unless expressly released or compromised pursuant to this Plan or the Confirmation Order.

ARTICLE VIII.

PROCEDURES FOR RESOLVING CONTINGENT, UNLIQUIDATED AND DISPUTED CLAIMS

A. Resolution of Disputed Claims

1. Allowance of Claims

After the Effective Date, and except as otherwise provided in this Plan, the Reorganized Debtors shall have and shall retain any and all available rights and defenses that the Debtors had with respect to any Claim, including, without limitation, the right to assert any objection to Claims based on the limitations imposed by section 502 of the Bankruptcy Code. The Debtors and the Reorganized Debtors may contest the amount and validity of any Disputed Claim or contingent or unliquidated Claim in the ordinary course of business in the manner and venue in which such Claim would have been determined, resolved or adjudicated if the Chapter 11 Cases had not been commenced.

2. Prosecution of Objections to Claims

After the Confirmation Date but before the Effective Date, the Debtors, and after the Effective Date, the Reorganized Debtors shall have the authority to File objections to Claims (other than Claims that are Allowed under this Plan) and settle, compromise, withdraw or litigate to judgment objections to any and all such Claims, regardless of whether such Claims are in an Unimpaired Class or otherwise; *provided, however*, this provision shall not apply to Professional Fee Claims, which may be objected to by any party-in-interest in these Chapter 11 Cases. From and after the Effective Date, the Reorganized Debtors may settle or compromise any Disputed Claim without any further notice to or action, order or approval of the Bankruptcy Court. The Reorganized Debtors shall have the sole authority to administer and adjust the Claims Register and their respective books and records to reflect any such settlements or compromises without any further notice to or action, order or approval of the Bankruptcy Court.

3. Claims Estimation

After the Confirmation Date but before the Effective Date, the Debtors, and after the Effective Date, the Reorganized Debtors may at any time request that the Bankruptcy Court estimate any Disputed Claim or contingent or unliquidated Claim pursuant to applicable law, including, without limitation, section 502(c) of the Bankruptcy Code, and the Bankruptcy Court shall retain jurisdiction under 28 U.S.C. §§ 157 and 1334 to estimate any such Claim, whether for allowance or to determine the maximum amount of such Claim, including during the litigation concerning any objection to any Claim or during the pendency of any

appeal relating to any such objection. All of the aforementioned Claims objection, estimation and resolution procedures are cumulative and not exclusive of one another. Claims may be estimated and subsequently compromised, settled, withdrawn or resolved by any mechanism approved by the Bankruptcy Court. The rights and objections of all parties are reserved in connection with any such estimation. Notwithstanding any provision otherwise in this Plan, a Claim that has been expunged from the Claims Register, but that either is subject to appeal or has not been the subject of a Final Order, shall be deemed to be estimated at zero dollars, unless otherwise ordered by the Bankruptcy Court. In the event that the Bankruptcy Court estimates any contingent or unliquidated Claim, that estimated amount shall constitute a maximum limitation on such Claim for all purposes under this Plan (including for purposes of distributions), and the relevant Reorganized Debtor may elect to pursue any supplemental proceedings to object to any ultimate distribution on such Claim.

4. Deadline to File Objections to Claims

Any objections to Claims shall be Filed by no later than the Claims Objection Deadline; provided that nothing contained herein shall limit the Reorganized Debtors' right to object to Claims, if any, Filed or amended after the Claims Objection Deadline. Moreover, notwithstanding the expiration of the Claims Objection Deadline, the Debtors or the Reorganized Debtors shall continue to have the right to amend any claims objections and to file and prosecute supplemental objections and counterclaims to a Disputed Claim until such Disputed Claim is Allowed. Moreover, notwithstanding the expiration of the Claims Objection Deadline, the Reorganized Debtors shall continue to have the right to amend any claims or other objections and to File and prosecute supplemental objections and counterclaims to a Disputed Claim until such Disputed Claim is or becomes Allowed by Final Order of the Bankruptcy Court.

B. No Distributions Pending Allowance

Notwithstanding any other provision of this Plan to the contrary, no payments or distributions of any kind or nature shall be made with respect to all or any portion of a Disputed Claim unless and until all objections to such Disputed Claim have been settled or withdrawn or have been determined by Final Order, and the Disputed Claim has become an Allowed Claim pursuant to a Final Order.

C. Distributions on Account of Disputed Claims Once They Are Allowed and Additional Distributions on Account of Previously Allowed Claims

On each Subsequent Distribution Date (or such earlier date as determined by the Reorganized Debtors in their sole discretion), the Reorganized Debtors or other applicable Distribution Agent will make distributions (a) on account of any Disputed Claim that has become an Allowed Claim during the preceding calendar quarter, and (b) on account of previously Allowed Claims of property that would have been distributed to the Holders of such Claims on the dates distributions previously were made to Holders of Allowed Claims in such Class had the Disputed Claims that have become Allowed Claims or Disallowed Claims by Final Order of the Bankruptcy Court been Allowed or disallowed, as applicable, on such dates. Such distributions will be made pursuant to the applicable provisions of Article VII of this Plan. For the avoidance of doubt, but without limiting the terms or conditions of Article VII.B or Paragraph B of this Article VIII, any dividends or other distributions arising from property distributed to holders of Allowed Claims in a Class and paid to such Holders under this Plan shall also be paid, in the applicable amounts, to any Holder of a Disputed Claim in such Class that becomes an Allowed Claim after the date or dates that such dividends or other distributions were earlier paid to holders of Allowed Claims in such Class.

D. Reserve for Disputed Claims

The Debtors, the Reorganized Debtors, and the Distribution Agent may, in their respective sole discretion, establish such appropriate reserves for Disputed Claims in the applicable Class(es) as it determines necessary and appropriate, in each case with the consent of the Required Consenting Noteholders or as otherwise approved by the Bankruptcy Court. Without limiting the foregoing, reserves (if any) for Disputed Claims shall equal, as applicable, an amount equal to 100% of distributions or property to which Holders of Disputed Claims in each applicable Class would otherwise be entitled to receive under this Plan as of such date if such Disputed Claims were Allowed Claims in their respective Face Amount (or based on the Debtors' books and records if the applicable Holder has not yet Filed a Proof of Claim and the Claims Bar Date has not yet expired); provided, however, that the Debtors and the Reorganized Debtors, as applicable, shall have the right to file a motion seeking to estimate any Disputed Claims.

On the Effective Date, the Reorganized Debtors shall make a distribution of the New Equity Interests to the Holders of Allowed Prepetition Notes Claims consistent with **Error! Reference source not found.** hereof; *provided*, that the Reorganized Debtors shall reserve the amount of New Equity Interests necessary to make distributions to all Holders of General Unsecured Claims in the Face Amount of such Holders' General Unsecured Claims as if all such General Unsecured Claims were determined to be Allowed Claims (the "**Reserved New Equity Interests**"). The Reserved New Equity Interests shall be distributed to Holders of General Unsecured Claims, as such Claims become Allowed, in accordance with the terms of this Plan.

ARTICLE IX.

CONDITIONS PRECEDENT TO CONFIRMATION AND CONSUMMATION OF THE PLAN

A. Conditions Precedent to Confirmation

It shall be a condition to Confirmation of this Plan that the following conditions shall have been satisfied or waived pursuant to the provisions of Article IX.C hereof:

1. This Plan and the Restructuring Documents shall be in form and substance consistent in all material respects with the Restructuring Support Agreement and otherwise acceptable to the Debtors and the Required Consenting Noteholders;

2. The Disclosure Statement Order and the Backstop Order shall have been entered by the Bankruptcy Court and such orders shall have become a Final Order that has not been stayed, modified, or vacated on appeal; and

3. The Confirmation Order shall have been entered by the Bankruptcy Court.

B. Conditions Precedent to Consummation

It shall be a condition to Consummation of this Plan that the following conditions shall have been satisfied or waived pursuant to the provisions of Article IX.C hereof;

1. The Confirmation Order shall have become a Final Order and such order shall not have been amended, modified, vacated, stayed, or reversed;

2. The Confirmation Date shall have occurred;

3. The Bankruptcy Court shall have entered one or more Final Orders (which may include the Confirmation Order), in form and substance acceptable to the Debtors and the Required Consenting Noteholders, authorizing the assumption, assumption and assignment and rejection of the Executory Contracts and Unexpired Leases by the Debtors as contemplated in this Plan and the Plan Supplement;

4. This Plan and the Restructuring Documents shall not have been amended or modified other than in a manner in form and substance consistent in all material respects with the Restructuring Term Sheet and otherwise acceptable to the Debtors and the Required Consenting Noteholders;

5. The Restructuring Documents shall have been filed, tendered for delivery, and been effectuated or executed by all Entities party thereto (as appropriate), and in each case in full force and effect. All conditions precedent to the effectiveness of such Restructuring Documents, including, without limitation, the Exit Facility Credit Agreement, the New Secured Convertible Notes Indenture, and the Backstop Purchase Agreement, shall have been satisfied or waived pursuant to the terms of such applicable Restructuring Documents (or shall be satisfied concurrently with the occurrence of the Effective Date);

6. All consents, actions, documents, certificates and agreements necessary to implement this Plan and the transactions contemplated by this Plan shall have been, as applicable, obtained and not otherwise subject to unfulfilled conditions, effected or executed and delivered to the required parties and, to the extent required, filed with the applicable Governmental Units in accordance with applicable laws, and in each case in full force and effect;

7. All governmental approvals and consents, including Bankruptcy Court approval, that are applicable and legally required for the consummation of this Plan shall have been obtained, not be subject to unfulfilled conditions and be in full force and effect, and all applicable waiting periods under the Hart-Scott-Rodino Antitrust Improvements Act of 1976, as amended, shall have expired;

8. The Debtors shall have received, or concurrently with the occurrence of the Effective Date will receive, at least $43.3 million as contemplated in connection with the Backstop Purchase Agreement and the Rights Offering;

9. The New Board shall have been selected in accordance with the terms of this Plan and the Restructuring Support Agreement;

10. The Exit Facility Credit Agreement and the New Secured Convertible Notes Indenture shall each have closed or will close simultaneously with the effectiveness of this Plan;

11. The Restructuring Support Agreement shall be in full force and effect and shall not have been terminated in accordance with its terms;

12. The Backstop Purchase Agreement shall not have been terminated, and all conditions precedent (including the entry of the Backstop Order by the Bankruptcy Court and the Backstop Order becoming a Final Order, but excluding any conditions related to the occurrence of the Effective Date) to the obligations of the Backstop Parties under the Backstop Purchase Agreement shall have been satisfied or waived in accordance with the terms thereof, and the closing of the Backstop Purchase Agreement shall occur concurrently with the occurrence of the Effective Date;

13. The Debtors shall not be in default under either of the DIP Facilities or the Final DIP Order (or, to the extent that the Debtors are in default on the proposed Effective Date, such default shall have been waived by the applicable DIP Lenders or cured by the Debtors in a manner consistent with the DIP Facilities

and the DIP Orders) and both of the DIP Credit Agreements shall be in full force and effect and shall not have been terminated in accordance with their terms;

14. The Carve-Out Reserve shall have been funded in full in Cash by the Debtors in accordance with the terms and conditions of this Plan;

15. To the extent invoiced, all (i) Ad Hoc Noteholders Committee Fees and Expenses, (ii) Prepetition Credit Agreement Agent and Lender Fees and Expenses, (iii) Prepetition Notes Indenture Trustee Fees and Expenses, and (iv) Backstop Expenses shall have been paid in full in Cash or reserved in a manner acceptable to the applicable Required Consenting Noteholders (or approved by order of the Bankruptcy Court) to the extent of any disputes related thereto;

16. There shall be no ruling, judgment, or order issued by any Governmental Unit making illegal, enjoining, or otherwise preventing or prohibiting the consummation of the Restructuring Transactions, unless such ruling, judgment, or order has been stayed, reversed, or vacated within three (3) Business Days after such issuance;

17. There shall be no material litigation or investigation by any Governmental Unit involving the Debtors as of the Effective Date that has had, or would reasonably be expected to have, a material adverse effect on the business, financial condition or results of operations of the Reorganized Debtors, taken as a whole; and

18. To the extent required under applicable non-bankruptcy law, the Amended/New Organizational Documents shall have been duly filed with the applicable authorities in the relevant jurisdictions.

C. Waiver of Conditions

Subject to section 1127 of the Bankruptcy Code, the conditions to Confirmation and Consummation of this Plan set forth in this Article IX may be waived by the Debtors, with the consent of the Required Consenting Noteholders, without notice, leave or order of the Bankruptcy Court or any formal action other than proceeding to confirm or consummate this Plan. The failure of the Debtors or Reorganized Debtors to exercise any of the foregoing rights shall not be deemed a waiver of any other rights, and each right shall be deemed an ongoing right that may be asserted at any time.

D. Effect of Non-Occurrence of Conditions to Confirmation or Consummation

If the Confirmation or the Consummation of this Plan does not occur with respect to one or more of the Debtors, then this Plan shall, with respect to such applicable Debtor or Debtors, be null and void in all respects and nothing contained in this Plan or the Disclosure Statement shall: (1) constitute a waiver or release of any claims by or Claims against or Equity Interests in the Debtors; (2) prejudice in any manner the rights of the Debtors, any Holders or any other Person or Entity; (3) constitute an Allowance of any Claim or Equity Interest; or (4) constitute an admission, acknowledgment, offer or undertaking by the Debtors, any Holders or any other Person or Entity in any respect.

ARTICLE X.

RELEASE, DISCHARGE, INJUNCTION AND RELATED PROVISIONS

A. General

Notwithstanding anything contained herein to the contrary, the allowance, classification and treatment of all Allowed Claims and Equity Interests and their respective distributions (if any) and treatments hereunder, takes into account the relative priority and rights of the Claims and the Equity Interests in each Class in connection with any contractual, legal and equitable subordination rights relating thereto whether arising under general principles of equitable subordination, section 510 of the Bankruptcy Code or otherwise. As of the Effective Date, any and all contractual, legal and equitable subordination rights, whether arising under general principles of equitable subordination, section 510 of the Bankruptcy Code or otherwise, relating to the allowance, classification and treatment of all Allowed Claims and Equity Interests and their respective distributions (if any) and treatments hereunder, are settled, compromised, terminated and released pursuant hereto; *provided*, *however*, that nothing contained herein shall preclude any Person or Entity from exercising their rights pursuant to and consistent with the terms of this Plan and the contracts, instruments, releases, indentures, and other agreements or documents delivered under or in connection with this Plan.

*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 this 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, this 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 this 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 this Plan or the solicitation of votes on this 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 this 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 this 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 this 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, this 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 this 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 this 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 this 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 this 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 this 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.

C. Waiver of Statutory Limitations on Releases

Each of the Releasing Parties in each of the releases contained above expressly acknowledges that although ordinarily a general release may not extend to Claims which the Releasing Party does not know or suspect to exist in its favor, which if known by it may have materially affected its settlement with the party released, they have carefully considered and taken into account in determining to enter into the above releases the possible existence of such unknown losses or claims. Without limiting the generality of the foregoing, each Releasing Party expressly waives any and all rights conferred upon it by any statute or rule

of law which provides that a release does not extend to claims which the claimant does not know or suspect to exist in its favor at the time of providing the release, which if known by it may have materially affected its settlement with the released party. Except as otherwise provided in this Plan, the releases contained in this Plan are effective regardless of whether those released matters are presently known, unknown, suspected or unsuspected, foreseen or unforeseen.

D. Discharge of Claims and Equity Interests

To the fullest extent provided under section 1141(d)(1)(A) and other applicable provisions of the Bankruptcy Code, except as otherwise expressly provided by this Plan (including, without limitation, Article V.D of this Plan) or the Confirmation Order, effective as of the Effective Date, all consideration distributed under this Plan shall be in exchange for, and in complete satisfaction, settlement, discharge, and release of, all Claims, Equity Interests and Causes of Action of any kind or nature whatsoever against the Debtors or any of their respective assets or properties, and regardless of whether any property shall have been distributed or retained pursuant to this Plan on account of such Claims, Equity Interests or Causes of Action.

Except as otherwise expressly provided by this Plan (including, without limitation, Article V.D of this Plan) or the Confirmation Order, upon the Effective Date, the Debtors and their Estates shall be deemed discharged and released under and to the fullest extent provided under sections 524 and 1141(d)(1)(A) and other applicable provisions of the Bankruptcy Code from any and all Claims of any kind or nature whatsoever, including, but not limited to, demands and liabilities that arose before the Confirmation Date, and all debts of the kind specified in sections 502(g), 502(h), or 502(i) of the Bankruptcy Code. Such discharge shall void any judgment obtained against the Debtors or the Reorganized Debtors at any time, to the extent that such judgment relates to a discharged Claim.

Except as otherwise expressly provided by this Plan (including, without limitation, Article V.D of this Plan) or the Confirmation Order, upon the Effective Date: (i) the rights afforded herein and the treatment of all Claims and Equity Interests shall be in exchange for and in complete satisfaction, settlement, discharge, and release of all Claims and Equity Interests of any nature whatsoever, including any interest accrued on such Claims from and after the Petition Date, against the Debtors or any of their respective assets, property, or Estates; (ii) all Claims and Equity Interests shall be satisfied, discharged, and released in full, and each of the Debtor's liability with respect thereto shall be extinguished completely without further notice or action; and (iii) all Persons and Entities shall be precluded from asserting against the Debtors, the Estates, the Reorganized Debtors, each of their respective successors and assigns, and each of their respective assets and properties, any such Claims or Equity Interests, whether based upon any documents, instruments or any act or omission, transaction, or other activity of any kind or nature that occurred prior to the Effective Date or otherwise.

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 this Plan.

F. Preservation of Causes of Action

1. Maintenance of Retained Causes of Action

Except as otherwise provided in this Article X (including, without limitation, and for the avoidance of doubt, the Releases contained in Article X.B and Exculpation contained in Article X.E hereof) or elsewhere in this Plan or the Confirmation Order, after the Effective Date, the Reorganized Debtors shall retain all rights to commence, prosecute, pursue, litigate or settle, as appropriate, any and all Retained Causes of Action (including those not identified in the Plan Supplement), whether existing as of the Petition Date or thereafter arising, in any court or other tribunal including, without limitation, in an adversary proceeding Filed in the Chapter 11 Cases, and all such Retained Causes of Action shall vest in the Reorganized Debtors in accordance with this Plan. The Reorganized Debtors, as the successors-in-interest to the Debtors and the Estates, may, and shall have the exclusive right to, enforce, sue on, settle, compromise, transfer or assign (or decline to do any of the foregoing) any or all of such Retained Causes of Action without notice to or approval from the Bankruptcy Court.

2. Preservation of All Causes of Action Not Expressly Settled or Released

The Debtors expressly reserve all Causes of Action and Retained Causes of Action for later adjudication by the Debtors or the Reorganized Debtors (including, without limitation, Causes of Action and Retained Causes of Action not specifically identified or of which the Debtors may presently be unaware or which may arise or exist by reason of additional facts or circumstances unknown to the Debtors at this time or facts or circumstances that may change or be different from those the Debtors now believe to exist) and, therefore, no preclusion doctrine, including, without limitation, the doctrines of *res judicata*, collateral estoppel, issue preclusion, claim preclusion, waiver, estoppel (judicial, equitable or otherwise) or laches shall apply to such Causes of Action or Retained Causes of Action upon or after the Confirmation or Consummation of this Plan based on the Disclosure Statement, this Plan or the Confirmation Order, except in each case where such Causes of Action or Retained Causes of Action have been expressly waived, relinquished, released, compromised or settled in this Plan (including, without limitation, and for the avoidance of doubt, the Releases contained in Article X.B and Exculpation contained in Article X.E hereof) or any other Final Order (including, without limitation, the Confirmation Order). In addition, the Debtors and the Reorganized Debtors expressly reserve the right to pursue or adopt any claims alleged in any lawsuit

in which any of the Debtors are a plaintiff, defendant or an interested party, against any Person or Entity, including, without limitation, the plaintiffs or co-defendants in such lawsuits.

No Person or Entity may rely on the absence of a specific reference in this Plan, the Plan Supplement, or the Disclosure Statement to any Cause of Action or Retained Cause of Action against them as any indication that the Debtors or the Reorganized Debtors will not pursue any and all available Causes of Action or Retained Causes of Action against them. The Debtors and the Reorganized Debtors expressly reserve all rights to prosecute any and all Causes of Action and Retained Causes of Action against any Person or Entity, except as otherwise expressly provided in this Plan or the Confirmation Order.

G. ***Injunction***

EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THIS 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.

H. ***Binding Nature Of Plan***

ON THE EFFECTIVE DATE, AND EFFECTIVE AS OF THE EFFECTIVE DATE, THIS 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 THIS 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 THIS PLAN, (II) HAS FILED A PROOF OF CLAIM OR INTEREST IN THE CHAPTER 11 CASES OR (III) FAILED TO VOTE TO

ACCEPT OR REJECT THIS PLAN, AFFIRMATIVELY VOTED TO REJECT THIS PLAN OR IS CONCLUSIVELY PRESUMED TO REJECT THIS PLAN.

I. Protection Against Discriminatory Treatment

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

J. Integral Part of Plan

Each of the provisions set forth in this Plan with respect to the settlement, release, discharge, exculpation, injunction, indemnification and insurance of, for or with respect to Claims and/or Causes of Action are an integral part of this Plan and essential to its implementation. Accordingly, each Person or Entity that is a beneficiary of such provision shall have the right to independently seek to enforce such provision and such provision may not be amended, modified, or waived after the Effective Date without the prior written consent of such beneficiary.

ARTICLE XI.

RETENTION OF JURISDICTION

Pursuant to sections 105(c) and 1142 of the Bankruptcy Code and notwithstanding the entry of the Confirmation Order and the occurrence of the Effective Date, the Bankruptcy Court shall, on and after the Effective Date, retain exclusive jurisdiction over the Chapter 11 Cases and all Entities with respect to all matters related to the Chapter 11 Cases, the Debtors and this Plan as legally permissible, including, without limitation, jurisdiction to:

1. allow, disallow, determine, liquidate, classify, estimate or establish the priority or secured or unsecured status of any Claim or Equity Interest, including, without limitation, the resolution of any request for payment of any Administrative Claim and the resolution of any and all objections to the allowance or priority of any such Claim or Equity Interest;

2. grant or deny any applications for allowance of compensation or reimbursement of expenses authorized pursuant to the Bankruptcy Code or this Plan, for periods ending on or before the Effective Date; *provided*, *however*, that, from and after the Effective Date, the Reorganized Debtors shall pay Professionals in the ordinary course of business for any work performed after the Effective Date and such payment shall not be subject to the approval of the Bankruptcy Court;

3. resolve any matters related to the assumption, assignment or rejection of any Executory Contract or Unexpired Lease and to adjudicate and, if necessary, liquidate, any Claims arising therefrom, including, without limitation, those matters related to any amendment to this Plan after the Effective Date to add Executory Contracts or Unexpired Leases to the list of Executory Contracts and Unexpired Leases to be assumed or rejected (as applicable);

4. resolve any issues related to any matters adjudicated in the Chapter 11 Cases;

5. ensure that distributions to Holders of Allowed Claims are accomplished pursuant to the provisions of this Plan;

6. decide or resolve any motions, adversary proceedings, contested or litigated matters and any other Causes of Action that are pending as of the Effective Date or that may be commenced in the future, and grant or deny any applications involving the Debtors that may be pending on the Effective Date or instituted by the Reorganized Debtors after the Effective Date, *provided*, *however* that the Reorganized Debtors shall reserve the right to commence actions in all appropriate forums and jurisdictions;

7. enter such orders as may be necessary or appropriate to implement or consummate the provisions of this Plan and all other contracts, instruments, releases, indentures and other agreements or documents adopted in connection with this Plan, the Plan Supplement or the Disclosure Statement;

8. resolve any cases, controversies, suits or disputes that may arise in connection with the Consummation, interpretation or enforcement of this Plan or any Person's or Entity's obligations incurred in connection with this Plan;

9. hear and determine all Causes of Action that are pending as of the Effective Date or that may be commenced in the future;

10. issue injunctions and enforce them, enter and implement other orders or take such other actions as may be necessary or appropriate to restrain interference by any Person or Entity with Consummation or enforcement of this Plan;

11. enforce the terms and conditions of this Plan, the Confirmation Order, and the Restructuring Documents;

12. resolve any cases, controversies, suits or disputes with respect to the Release, the Exculpation, the Indemnification and other provisions contained in Article X hereof and enter such orders or take such others actions as may be necessary or appropriate to implement or enforce all such provisions;

13. hear and determine all Retained Causes of Action;

14. enter and implement such orders or take such other actions as may be necessary or appropriate if the Confirmation Order is modified, stayed, reversed, revoked or vacated;

15. resolve any other matters that may arise in connection with or relate to this Plan, the Disclosure Statement, the Confirmation Order or any release, exculpation, discharge, or injunction adopted in connection with this Plan; and

16. enter an order concluding or closing the Chapter 11 Cases.

Notwithstanding the foregoing, (i) any dispute arising under or in connection with the Exit Facility Loan Documents, the New Secured Convertible Notes Documents, or the New Stockholders Agreement shall be dealt with in accordance with the provisions of the applicable document and the jurisdictional provisions contained therein and (ii) if the Bankruptcy Court abstains from exercising, or declines to exercise, jurisdiction or is otherwise without jurisdiction over any matter arising in, arising under, or related to the Chapter 11 Cases, including the matters set forth in this Article of this Plan, the provisions of this

Article XI shall have no effect upon and shall not control, prohibit, or limit the exercise of jurisdiction by any other court having jurisdiction with respect to such matter.

ARTICLE XII.

MISCELLANEOUS PROVISIONS

A. Substantial Consummation

"Substantial Consummation" of this Plan, as defined in 11 U.S.C. § 1101(2), shall be deemed to occur on the Effective Date.

B. Payment of Statutory Fees; Post-Effective Date Fees and Expenses

All fees due and payable pursuant to section 1930 of Title 28 of the U.S. Code prior to the Effective Date shall be paid by the Debtors. On and after the Effective Date, the Reorganized Debtors shall pay any and all such fees when due and payable, and shall File with the Bankruptcy Court quarterly reports in a form reasonably acceptable to the United States Trustee. Each Debtor shall remain obligated to pay quarterly fees to the Office of the United States Trustee until the earliest of that particular Debtor's case being closed, dismissed, or converted to a case under Chapter 7 of the Bankruptcy Code.

The Reorganized Debtors shall pay the liabilities and charges that they incur on or after the Effective Date for Professionals' fees, disbursements, expenses, or related support services (including reasonable fees, costs and expenses incurred by Professionals relating to the preparation of interim and final fee applications and obtaining Bankruptcy Court approval thereof) in the ordinary course of business and without application or notice to, or order of, the Bankruptcy Court, including, without limitation, the reasonable fees, expenses, and disbursements of the Distribution Agents and the Prepetition Notes Indenture Trustee and the fees, costs and expenses incurred by Professionals in connection with the implementation, enforcement and Consummation of this Plan and the Restructuring Documents.

C. Conflicts

In the event that a provision of the Restructuring Documents or the Disclosure Statement (including any and all exhibits and attachments thereto) conflicts with a provision of this Plan or the Confirmation Order, the provision of this Plan and the Confirmation Order (as applicable) shall govern and control to the extent of such conflict. In the event that a provision of this Plan conflicts with a provision of the Confirmation Order, the provision of the Confirmation Order shall govern and control to the extent of such conflict.

D. Modification of Plan

Effective as of the date hereof and subject to the limitations and rights contained in this Plan: (a) the Debtors reserve the right, in accordance with the Bankruptcy Code and the Bankruptcy Rules, to amend or modify this Plan prior to the entry of the Confirmation Order in a way that is in form and substance consistent in all material respects with the Restructuring Term Sheet and otherwise acceptable to the Required Consenting Noteholders, in accordance with section 1127(a) of the Bankruptcy Code; and (b) after the entry of the Confirmation Order, the Debtors or the Reorganized Debtors, as applicable, may, upon order of the Bankruptcy Court, amend or modify this Plan in a way that is in form and substance consistent in all material respects with the Restructuring Term Sheet and otherwise acceptable to the Required Consenting Noteholders, in accordance with section 1127(b) of the Bankruptcy Code or to remedy any defect or omission or reconcile any inconsistency in this Plan in such manner as may be necessary to carry

out the purpose and intent of this Plan. A Holder of a Claim that has accepted this Plan shall be deemed to have accepted this Plan, as altered, amended or modified, if the proposed alteration, amendment or modification does not materially and adversely change the treatment of the Claim of such Holder.

E. Revocation or Withdrawal of Plan

The Debtors reserve the right to revoke or withdraw this Plan prior to the Effective Date and/or to File subsequent chapter 11 plans, with respect to one or more of the Debtors. If the Debtors revoke or withdraw this Plan, or if Confirmation or Consummation of this Plan does not occur with respect to one or more of the Debtors, then with respect to the applicable Debtor or Debtors for which this Plan was revoked or withdrawn or for which Confirmation or Consummation of this Plan did not occur: (1) this Plan shall be null and void in all respects; (2) any settlement or compromise embodied in this Plan, assumption or rejection of Executory Contracts or Unexpired Leases effected by this Plan and any document or agreement executed pursuant hereto shall be deemed null and void except as may be set forth in a separate order entered by the Bankruptcy Court; and (3) nothing contained in this Plan shall: (a) constitute a waiver or release of any Claims by or against, or any Equity Interests in, the applicable Debtors or any other Person or Entity; (b) prejudice in any manner the rights of the applicable Debtors or any other Person or Entity; or (c) constitute an admission, acknowledgement, offer or undertaking of any sort by the applicable Debtors or any other Person or Entity.

F. Successors and Assigns

This Plan shall be binding upon and inure to the benefit of the Debtors, the Reorganized Debtors, all present and former Holders of Claims and Equity Interests, other parties-in-interest, and their respective heirs, executors, administrators, successors, and assigns. The rights, benefits, and obligations of any Person or Entity named or referred to in this Plan shall be binding on, and shall inure to the benefit of, any heir, executor, administrator, successor, or assign of such Person or Entity.

G. Reservation of Rights

Except as expressly set forth herein, this Plan shall have no force or effect unless and until the Bankruptcy Court enters the Confirmation Order and this Plan is Consummated. Neither the filing of this Plan, any statement or provision contained herein, nor the taking of any action by the Debtors or any other Person or Entity with respect to this Plan shall be or shall be deemed to be an admission or waiver of any rights of: (1) the Debtors with respect to the Holders of Claims or Equity Interests or other Person or Entity; or (2) any Holder of a Claim or an Equity Interest or other Person or Entity prior to the Effective Date.

H. Further Assurances

The Debtors or the Reorganized Debtors, as applicable, all Holders of Claims receiving distributions hereunder and all other Persons or Entities shall, from time to time, prepare, execute and deliver any agreements or documents and take any other actions as may be necessary or advisable to effectuate the provisions and intent of this Plan or the Confirmation Order.

I. Severability

If, prior to the Confirmation Date, any term or provision of this Plan is determined by the Bankruptcy Court to be invalid, void, or unenforceable, the Bankruptcy Court will have the power to alter and interpret such term or provision to make it valid or enforceable to the maximum extent practicable, consistent with the original purpose of the term or provision held to be invalid, void, or unenforceable, and such term or provision will then be applicable as altered or interpreted. Notwithstanding any such holding,

alteration or interpretation, the remainder of the terms and provisions of this Plan will remain in full force and effect and will in no way be affected, impaired, or invalidated by such holding, alteration, or interpretation. The Confirmation Order will constitute a judicial determination and will provide that each term and provision of this Plan, as it may have been altered or interpreted in accordance with the foregoing, is valid and enforceable pursuant to its terms.

J. Service of Documents

Any notice, direction or other communication given regarding the matters contemplated by this Plan (each, a "**Notice**") must be in writing, sent by personal delivery, electronic mail, courier or facsimile and addressed as follows:

If to the Debtors:

Hi-Crush Inc.
1330 Post Oak Blvd., Suite 600
Houston, Texas 77056
Attn: Mark C. Skolos
Tel: (713) 980-6200
Email: mskolos@hicrush.com

with a copy to:

Latham & Watkins LLP
885 Third Avenue
New York, NY 10022
Attn: Keith A. Simon
Tel: (212) 906-1372
Fax: (212) 751-4864
Email: keith.simon@lw.com

If 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
Elizabeth McColm
John T. Weber
Tel: (212) 373-3000
Fax: (212) 757-3990
Email: bhermann@paulweiss.com
emccolm@paulweiss.com
jweber@paulweiss.com

If to the Prepetition Credit Agreement Agent:

JPMorgan Chase Bank, N.A.
2200 Ross Avenue, 9th Floor
Dallas, TX 75201
Attn: Andrew G. Ray

Tel: (214) 965-2592
Email: andrew.g.ray@jpmorgan.com

A Notice is deemed to be given and received (a) if sent by personal delivery or courier, on the date of delivery if it is a Business Day and the delivery was made prior to 4:00 p.m. (local time in place of receipt) and otherwise on the next Business Day, or (b) if sent by facsimile, on the Business Day following the date of confirmation of transmission by the originating facsimile, or (c) if sent by electronic mail, when the sender receives an email from the recipient acknowledging receipt, provided that an automatic "read receipt" does not constitute acknowledgment of an email for purposes of this Article XII.J. Any party may change its address for service from time to time by providing a Notice in accordance with the foregoing. Any element of a party's address that is not specifically changed in a Notice will be assumed not to be changed. Sending a copy of a Notice to a party's legal counsel as contemplated above is for information purposes only and does not constitute delivery of the Notice to that party. The failure to send a copy of a Notice to legal counsel does not invalidate delivery of that Notice to a party.

K. Exemption from Transfer Taxes Pursuant to Section 1146(a) of the Bankruptcy Code

Pursuant to and to the fullest extent permitted by section 1146(a) of the Bankruptcy Code, any issuance, transfer, or exchange of a security, or the making or delivery of an instrument of transfer of property, pursuant to or in connection with this Plan or the Restructuring Documents shall not be subject to any Stamp or Similar Tax or governmental assessment in the United States or by any other Governmental Unit, and the Confirmation Order shall direct the appropriate federal, state or local (domestic or foreign) governmental officials or agents to forgo the collection of any such Stamp or Similar Tax or governmental assessment and to accept for filing and recordation instruments or other documents evidencing such action or event without the payment of any such Stamp or Similar Tax or governmental assessment. Such exemption specifically applies, without limitation, to (i) all actions, agreements and documents necessary to evidence and implement the provisions of, transactions contemplated by and the distributions to be made under this Plan or the Restructuring Documents, (ii) the issuance and distribution of the New Equity Interests or Plan Securities and Documents, and (iii) the maintenance or creation of security interests or any Lien as contemplated by this Plan or the Restructuring Documents.

L. Governing Law

Except to the extent that the Bankruptcy Code, the Bankruptcy Rules or other federal law is applicable, or to the extent that a Restructuring Document or an exhibit, schedule, or supplement to this Plan provides otherwise, the rights and obligations arising under this Plan shall be governed by, and construed and enforced in accordance with, the laws of Delaware, without giving effect to the principles of conflicts of law of such jurisdiction.

M. Tax Reporting and Compliance

The Reorganized Debtors are hereby authorized, on behalf of the Debtors, to request an expedited determination under section 505(b) of the Bankruptcy Code of the tax liability of the Debtors for all taxable periods ending after the Petition Date through and including the Effective Date.

N. Exhibits, Schedules, and Supplements

All exhibits, schedules, and supplements to this Plan, including the Exhibits and the Plan Supplement, are incorporated herein and are a part of this Plan as if set forth in full herein.

O. No Strict Construction

This Plan is the product of extensive discussions and negotiations between and among, *inter alia*, the Debtors, the Prepetition Credit Agreement Agent, the Prepetition Notes Indenture Trustee, the Consenting Noteholders, and their respective professionals. Each of the foregoing was represented by counsel of its choice who either participated in the formulation and documentation of, or was afforded the opportunity to review and provide comments on, this Plan, the Disclosure Statement, the Exhibits and the Plan Supplement, and the agreements and documents ancillary or related thereto. Accordingly, unless explicitly indicated otherwise, the general rule of contract construction known as "contra proferentem" or other rule of strict construction shall not apply to the construction or interpretation of any provision of this Plan, the Disclosure Statement, the Exhibits or the Plan Supplement, or the documents ancillary and related thereto.

P. Entire Agreement

Except as otherwise provided herein or therein, this Plan and the Restructuring Documents supersede all previous and contemporaneous negotiations, promises, covenants, agreements, understandings, and representations on such subjects, all of which have become merged and integrated into this Plan and the Restructuring Documents.

Q. Closing of Chapter 11 Cases

The Reorganized Debtors shall, promptly after the full administration of the Chapter 11 Cases, File with the Bankruptcy Court all documents required by Bankruptcy Rule 3022 and any applicable order of the Bankruptcy Court to close the Chapter 11 Cases.

R. Statutory Committees

On the Effective Date, the current and former members of the Committee, and their respective officers, employees, counsel, advisors and agents, will be released and discharged of and from all further authority, duties, responsibilities and obligations related to and arising from and in connection with the Chapter 11 Cases and the Committee will dissolve; provided, however, that following the Effective Date, the Committee will continue in existence and have standing and a right to be heard for the following limited purposes: (i) pursuing claims and final fee applications filed pursuant to sections 330 and 331 of the Bankruptcy Code in accordance with Article II.A; and (ii) any appeals of the Confirmation Order or other appeal to which the Committee is a party. Following the completion of the Committee's remaining duties set forth above, the Committee will be dissolved, and the retention or employment of the Committee's respective attorneys, accountants and other agents will terminate without further notice to, or action by, any Person or Entity.

S. 2002 Notice Parties

After the Effective Date, the Debtors and the Reorganized Debtors, as applicable, are authorized to limit the list of Persons and Entities receiving documents pursuant to Bankruptcy Rule 2002 to those Persons and Entities who have Filed a renewed request after the Confirmation Hearing to receive documents pursuant to Bankruptcy Rule 2002.

Dated: August 15, 2020

Respectfully submitted,

HI-CRUSH INC. AND ITS AFFILIATE DEBTORS

/s/ J. Philip McCormick, Jr.
By: J. Philip McCormick, Jr.
Title: Chief Financial Officer

Exhibit A

Backstop Order

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

In re:	:	Chapter 11
HI-CRUSH INC., *et al.*,[1]	:	Case No. 20-33495 (DRJ)
Debtors.	:	(Jointly Administered)

ORDER (I) AUTHORIZING DEBTORS TO (A) ENTER INTO BACKSTOP PURCHASE AGREEMENT, (B) PAY CERTAIN AMOUNTS AND RELATED EXPENSES, AND (C) HONOR INDEMNIFICATION OBLIGATIONS TO CERTAIN PARTIES, AND (II) GRANTING RELATED RELIEF

[Relates to Motion at Docket No. 177]

Upon the motion (the "**Motion**")[2] of the above-captioned debtors and debtors-in-possession (collectively, the "**Debtors**") for an order (this "**Order**") (i) authorizing the Debtors to (a) enter into and perform under that certain *Backstop Purchase Agreement* (the "**Backstop Purchase Agreement**"), by and among Hi-Crush Inc., certain of its direct and indirect Debtor subsidiaries, and the Backstop Parties, attached hereto as Exhibit 1, (b) pay a Put Option Premium, a Liquidated Damages Payment, and an Expense Reimbursement, in each case to the extent provided for in the Backstop Purchase Agreement, and (c) enter into Indemnification Obligations for certain parties in accordance with the Backstop Purchase Agreement, and (ii) granting related

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

[2] Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to them in the Motion.

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relief, all as more fully set forth in the Motion; 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 the 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 the Court having found that the Debtors' notice of the Motion and opportunity for a hearing on the Motion were appropriate under the circumstances and that no other notice need be provided; and upon the record of, and representations made at, the hearing held by the Court on the Motion on August 14, 2020 (the "**Hearing**"); and upon the record of these Chapter 11 Cases; and the Court having determined, after due deliberation, that the relief requested in the Motion is in the best interests of the Debtors' estates, their creditors, and other parties in interest and a proper exercise of the Debtors' business judgment; and the legal and factual bases set forth in the Motion and at the Hearing having established just cause for the relief granted herein; and upon all of the proceedings had before the Court,

IT IS HEREBY FOUND AND DETERMINED THAT:

A. The terms and conditions of the Backstop Purchase Agreement are incorporated as if fully set forth herein in the first instance. The terms and conditions under the Backstop Purchase Agreement are fair, reasonable, reflect the Debtors' exercise of prudent business judgment consistent with their fiduciary duties, are based on good, sufficient, and sound business purposes and justifications, and are supported by reasonably equivalent value and consideration. The Backstop Purchase Agreement was negotiated in good faith and at arms' length among the Debtors, the Backstop Parties, and their respective professional advisors.

B. Each of the Put Option Premium, the Liquidated Damages Payment, the Expense Reimbursement, and the Indemnification Obligations constitutes an actual and necessary cost and expense to preserve the Debtors' estates and is reasonable and warranted on the terms and conditions set forth in the Backstop Purchase Agreement in light of, among other things, (i) the significant benefit to the Debtors' estates of having a definitive and binding commitment to fund the Debtors' restructuring, (ii) the absence of any other parties prepared to make a comparable commitment at any time before entry of this Order, (iii) the substantial time, effort, and costs incurred by the Backstop Parties in negotiating and documenting the Backstop Purchase Agreement, the RSA, and all documentation related thereto, and (iv) the risk to the Backstop Parties that the Debtors may ultimately enter into an Alternative Transaction in accordance with the terms of the Backstop Purchase Agreement.

C. The amount and terms and conditions of each of the Put Option Premium, the Liquidated Damages Payment, the Expense Reimbursement, and the Indemnification Obligations are reasonable and customary for this type of transaction and constitute actual and necessary costs and expenses to preserve the Debtors' estates. The Put Option Premium, the Liquidated Damages Payment, the Expense Reimbursement, and the Indemnification Obligations are bargained-for and integral parts of the transactions specified in the Backstop Purchase Agreement and, without such inducements, the Backstop Parties would not have agreed to the terms and conditions of the Backstop Purchase Agreement. Accordingly, the foregoing transactions are reasonable and enhance the value of the Debtors' estates.

BASED ON THE FOREGOING, IT IS HEREBY ORDERED THAT:

1. All objections to the Motion or the relief requested therein, if any, that have not been withdrawn, waived, resolved, or settled, and all reservations of rights included therein, are overruled with prejudice.

2. The Backstop Purchase Agreement and the terms and provisions included therein are approved in their entirety pursuant to sections 105 and 363(b) of the Bankruptcy Code, and the Debtors are authorized to (a) enter into, execute, deliver, and implement the Backstop Purchase Agreement and any and all instruments, documents, and papers contemplated thereunder, and (b) take any and all actions necessary and proper to implement the terms of the Backstop Purchase Agreement and to fully perform all obligations thereunder on the conditions set forth therein.

3. The failure to describe specifically or include any particular provision of the Backstop Purchase Agreement in the Motion or this Order shall not diminish or impair the effectiveness of such provision, it being the intent of the Court that the Backstop Purchase Agreement be entered into by the Debtors in its entirety and be binding and enforceable against the Debtors and the other signatories thereto in its entirety, and that the Debtors fully perform their obligations thereunder.

4. The specified premiums, payments, obligations, and expenses contemplated to be paid by the Debtors pursuant to the Backstop Purchase Agreement (including the Put Option Premium, the Liquidated Damages Payment, the Expense Reimbursement, and the Indemnification Obligations) are hereby approved as reasonable and shall not be subject to any avoidance, reduction, setoff, recoupment, offset, recharacterization, subordination (whether contractual, equitable, or otherwise), counterclaims, cross-claims, defenses, disallowance, impairment, disgorgement or any other challenges under any theory at law or in equity by any person or entity.

5. The specified premiums, payments, obligations, and expenses contemplated to be paid by the Debtors pursuant to the Backstop Purchase Agreement (including the Put Option Premium, the Liquidated Damages Payment, the Expense Reimbursement, and the Indemnification Obligations) are actual and necessary costs of preserving the Debtors' estates and as such shall be treated as allowed administrative expenses of the Debtors pursuant to sections 503(b)(1) and 507(a)(2) of the Bankruptcy Code, payable as provided in the Backstop Purchase Agreement.

6. The Indemnification Obligations set forth in the Backstop Purchase Agreement shall constitute legal, valid, and binding obligations of the Debtors and all such obligations are enforceable against the Debtors in accordance with their respective terms, without notice, hearing, or further order of the Court, *provided*, that the Court retains jurisdiction over any dispute regarding the terms and enforcement of the Backstop Purchase Agreement.

7. The Debtors are authorized to offer, sell, distribute, pay, provide, perform under, and/or reimburse, as applicable, the Put Option Premium, the Liquidated Damages Payment, the Expense Reimbursement, and Indemnification Obligations under the Backstop Purchase Agreement, each in full and in accordance with and as and to the extent payable pursuant to the terms thereof, without further application to or order of the Court; *provided*, that upon entry of this Order, the Debtors shall promptly pay any amounts then owing on account of the Expense Reimbursement in accordance with the terms of the Backstop Purchase Agreement; *provided*, *further*, that the Liquidated Damages Payment shall be payable only upon consummation of an Alternative Transaction as set forth in the Backstop Purchase Agreement.

8. The Put Option Premium, the Liquidated Damages Payment, the Expense Reimbursement, and the Indemnification Obligations shall not be discharged, modified, or

otherwise affected by any chapter 11 plan of the Debtors, dismissal of these Chapter 11 Cases, or conversion of these Chapter 11 Cases to chapter 7 cases.

9. The Debtors are authorized, but not directed, to enter into any non-material amendment, waiver, consent, supplement, or modification, to the Backstop Purchase Agreement from time to time, subject to the terms and conditions set forth in the Backstop Purchase Agreement, without further order of the Court.

10. To the extent the automatic stay provisions of section 362 of the Bankruptcy Code would otherwise apply, such provisions are vacated and modified to effectuate all of the terms and provisions of the Backstop Purchase Agreement and this Order, including, without limitation, permitting the Backstop Parties to exercise all rights and remedies under the Backstop Purchase Agreement in accordance with its terms, terminate the Backstop Purchase Agreement in accordance with its terms, and deliver any notice contemplated thereunder, in each case, without further order of the Court.

11. The Backstop Purchase Agreement and the provisions of this Order, including all findings herein, shall be effective and binding upon all parties in interest in these Chapter 11 Cases, including, without limitation, all creditors of any of the Debtors, any committee appointed in these Chapter 11 Cases, and the Debtors, and their respective successors and assigns (including any chapter 7 or chapter 11 trustee hereinafter appointed or elected for any of the Debtors, any examiner appointed pursuant to section 1104 of the Bankruptcy Code, a responsible person, officer, or any other party appointed as a legal representative or designee of any of the Debtors or with respect to the property of the estate of any of the Debtors) whether in these Chapter 11 Cases, in any successor chapter 11 or chapter 7 cases (the "**Successor Cases**"), or upon any dismissal of

any chapter 11 case or Successor Case, and shall inure to the benefit of the Backstop Parties and the Debtors and their respective successors and assigns.

12. The failure of any Backstop Party to seek relief or otherwise exercise its rights and remedies under this Order, the Backstop Purchase Agreement, or applicable law, as the case may be, shall not constitute a waiver of any of the rights hereunder, thereunder, or otherwise of any of the Backstop Parties, except to the extent specifically provided in the Backstop Purchase Agreement.

13. The provisions of this Order and any actions taken pursuant hereto shall survive entry of any order that may be entered (a) confirming any chapter 11 plan in any of these Chapter 11 Cases, (b) converting any of these Chapter 11 Cases to cases under chapter 7 of the Bankruptcy Code, (c) dismissing any of these Chapter 11 Cases or Successor Cases, or (d) pursuant to which the Court abstains from hearing any of these Chapter 11 Cases or Successor Cases. The terms and conditions of this Order, and all of the terms and conditions of the Backstop Purchase Agreement, notwithstanding the entry of any order referenced in the immediately prior sentence, shall continue in full force and effect in accordance with the terms hereunder and thereunder in these Chapter 11 Cases, in any Successor Cases, or following dismissal of these Chapter 11 Cases or any Successor Cases.

14. For the avoidance of doubt, the Put Option Premium, the Liquidated Damages Payment, the Expense Reimbursement, and the Indemnification Obligations shall survive any termination of the Backstop Purchase Agreement, in accordance with the terms specified therein.

15. The Backstop Purchase Agreement shall be solely for the benefit of the parties thereto and no other person or entity shall be a third-party beneficiary thereof. No entity, other

than the parties to the Backstop Purchase Agreement, shall have any right to seek or enforce specific performance of the Backstop Purchase Agreement.

16. Notice of the Motion as provided therein is deemed good and sufficient notice of such Motion and the requirements of Bankruptcy Rule 6004(a) are satisfied by such notice.

17. To the extent that Bankruptcy Rule 6004(h) would apply to this Order, the 14-day stay thereunder is waived, for cause, and the terms and conditions of this Order are immediately effective and enforceable upon its entry.

18. The Debtors are authorized to take all actions necessary to effectuate the relief granted in this Order in accordance with the Motion.

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

Signed: August 14, 2020.

DAVID R. JONES
UNITED STATES BANKRUPTCY JUDGE

Exhibit 1

Backstop Purchase Agreement

BACKSTOP PURCHASE AGREEMENT

AMONG

HI-CRUSH INC.,

CERTAIN OF ITS DIRECT AND INDIRECT SUBSIDIARIES

AND

THE BACKSTOP PARTIES HERETO

Dated as of August [_], 2020

TABLE OF CONTENTS

Schedules

THIS BACKSTOP PURCHASE AGREEMENT (as amended, supplemented, amended and restated or otherwise modified from time to time, together with any schedules, exhibits and annexes hereto, this "Agreement") is entered into as of August [__], 2020 (the "Execution Date"), by and among (a) Hi-Crush Inc., a Delaware corporation (as in existence on the Execution Date, as a debtor-in-possession in the Chapter 11 Cases (as defined below) and as a reorganized debtor, as applicable, the "Company"), (b) each of the direct and indirect Subsidiaries (as defined below) of the Company listed on the signature pages hereto under the title "Debtors" (such Subsidiaries, each as in existence on the Execution Date, as a debtor-in-possession in the Chapter 11 Cases and as a reorganized debtor, as applicable, together with the Company, each, a "Debtor" and, collectively, the "Debtors"), and (c) each of the undersigned entities and/or their investment advisors, managers, managed funds or accounts, intermediaries or nominees set forth on Schedule 1 hereto (each, a "Backstop Party" and, collectively, the "Backstop Parties"). Capitalized terms used in this Agreement are defined in Section 14 hereof.

RECITALS

WHEREAS, the Debtors, the Backstop Parties and certain other "Consenting Noteholders" party thereto have entered into a Restructuring Support Agreement, dated as of July 12, 2020 (as amended, supplemented, amended and restated or otherwise modified from time to time, together with any schedules, exhibits and annexes thereto, the "RSA");

WHEREAS, pursuant to the terms of the RSA, the Debtors and the Consenting Noteholders have agreed to implement certain restructuring transactions for the Debtors in accordance with, and subject to, the terms and conditions set forth in, the RSA (including the Restructuring Term Sheet attached as Exhibit A thereto (including any schedules, annexes and exhibits (including the New Secured Notes Term Sheet) attached thereto, as each may be modified in accordance with the terms of the RSA, collectively, the "Restructuring Term Sheet") (it being understood and agreed that the Restructuring Term Sheet has been expressly incorporated into the RSA by reference and made part thereof as if fully set forth therein, and any reference herein to the RSA shall be deemed to include the Restructuring Term Sheet));

WHEREAS, on July 12, 2020 (the "Petition Date"), following the execution and delivery of the RSA by the parties thereto, the Debtors commenced voluntary, prearranged reorganization cases (the "Chapter 11 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");

WHEREAS, the Debtors intend to restructure pursuant to a plan of reorganization that is consistent in all material respects with the terms of the RSA and otherwise in form and substance reasonably acceptable to the Required Backstop Parties (the "Plan") which will be filed by the Debtors with the Bankruptcy Court in accordance with the terms of the RSA;

WHEREAS, pursuant to the Plan, the Company will conduct a notes rights offering, on the terms and conditions set forth in the Plan and this Agreement (the "Rights Offering"), by distributing to each holder of an Eligible Claim as of the Rights Offering Record Date that is an Accredited Investor and timely completes, executes and delivers to the Subscription Agent an AI Questionnaire in accordance with the Rights Offering Procedures (each such holder,

a "Rights Offering Participant" and, collectively, the "Rights Offering Participants"), non-transferable, non-certificated rights that are attached to such Eligible Claim (the "Rights") to purchase such Rights Offering Participant's *pro rata* share of New Secured Notes (the "Rights Offering Notes"), in an aggregate original principal amount of $43.3 million (the "Rights Offering Amount"), and such New Secured Notes shall be on terms acceptable to the Required Backstop Parties and consistent with the material terms of the term sheet attached as Exhibit 3 to the Restructuring Term Sheet (the "New Secured Notes Term Sheet"); and

WHEREAS, in order to facilitate the Rights Offering, pursuant to this Agreement, and subject to the terms, conditions and limitations set forth herein, and in reliance on the representations and warranties set forth herein, each of the Backstop Parties, severally and not jointly, has agreed to provide the Debtors with the right to require such Backstop Party to purchase, and upon exercise of such right by the Debtors, each Backstop Party has agreed to purchase from the Company, on the Effective Date (as defined in the Plan), such Backstop Party's Backstop Commitment Percentage of the Rights Offering Notes that have not been subscribed for by the Rights Offering Participants by the Rights Offering Termination Date (including the Unallocated Notes) (the "Unsubscribed Notes"), subject to such Backstop Party's Backstop Commitment Amount.

NOW, THEREFORE, in consideration of the foregoing, and the representations, warranties and covenants set forth herein, and other good and valuable consideration, the Debtors and the Backstop Parties agree as follows:

1. **Rights Offering and Notes Backstop Commitments**.

1.1. **The Rights Offering**.

(a) The Company shall commence the Rights Offering on the Rights Offering Commencement Date. The Rights Offering shall be conducted and consummated by the Company on the terms, subject to the conditions and in accordance with procedures that are in form and substance reasonably acceptable to the Required Backstop Parties (the "Rights Offering Procedures") and otherwise on the applicable terms and conditions set forth in this Agreement, the Plan and the RSA.

(b) The Company hereby agrees and undertakes to deliver to each of the Backstop Parties, by e-mail, a certification by an executive officer of the Company (the "Backstop Certificate") of (i) if there are Unsubscribed Notes, a true and accurate calculation of the aggregate original principal amount of Unsubscribed Notes, or (ii) if there are no Unsubscribed Notes, the fact that there are no Unsubscribed Notes (it being understood that the Backstop Commitments shall terminate at the Closing). If there are Unsubscribed Notes, the execution and delivery of the Backstop Certificate by the Company shall be deemed the exercise by the Debtors of their right to require the Backstop Parties to purchase Unsubscribed Notes pursuant to Section 1.2(a) hereof. The Backstop Certificate shall be delivered by the Company to each of the Backstop Parties promptly after the Rights Offering Termination Date (as may be extended pursuant to the Rights Offering Procedures) and, in any event, at least five (5) Business Days prior to the anticipated Effective Date.

1.2. **Backstop Commitments**.

(a) On the terms, subject to the conditions (including, without limitation, the entry of the Backstop Order by the Bankruptcy Court and the Backstop Order becoming a Final Order) and limitations, and in reliance on the representations and warranties set forth in this Agreement, each of the Backstop Parties hereby agrees, severally and not jointly, to give the Debtors the right to require such Backstop Party, and upon exercise of such right by the Debtors, each Backstop Party has agreed, to purchase from the Company, on the Effective Date, at the aggregate Purchase Price therefor, its Backstop Commitment Percentage of all Unsubscribed Notes; provided, however, that no Backstop Party shall be required to purchase Unsubscribed Notes pursuant to this Section 1.2(a) with an aggregate original principal amount that exceeds the Backstop Commitment Amount of such Backstop Party. The Backstop Commitments of the Backstop Parties are several, not joint, obligations of the Backstop Parties, such that no Backstop Party shall be liable or otherwise responsible for the Backstop Commitment of any other Backstop Party. If a group of Backstop Parties that are Affiliates of one another purchase Rights Offering Notes in the Rights Offering in an aggregate original principal amount that is less than the product of (a) the aggregate Backstop Commitment Percentages of such Backstop Parties and (b) the Rights Offering Amount, then such Affiliated Backstop Parties shall be required to purchase Unsubscribed Notes such that no such deficiency exists and such obligation shall constitute the Backstop Commitments of such Affiliated Backstop Parties (it being understood that such obligation to purchase such Unsubscribed Notes shall be satisfied prior to determining the Backstop Commitments of all other Backstop Parties). The Unsubscribed Notes that each of the Backstop Parties is required to purchase pursuant to this Section 1.2(a) are referred to herein as such Backstop Party's "Backstop Commitment Notes".

(b) On or prior to the date that is three (3) Business Days prior to the anticipated Effective Date (the "Deposit Deadline"), each Backstop Party, or an Affiliate thereof, shall, severally and not jointly, deposit or cause to be deposited into an account (the "Deposit Account") with the Subscription Agent, by wire transfer of immediately available funds, an amount equal to the aggregate Purchase Price for such Backstop Party's Backstop Commitment Notes (such Backstop Party's "Purchase Price"); provided, however, that at the election of the Required Backstop Parties, the Deposit Account shall be established with a bank or trust company approved by the Company and the Required Backstop Parties (such account, the "Escrow Account" and such bank or trust company that maintains the Escrow Account, the "Escrow Agent") pursuant to an escrow agreement, in form and substance reasonably acceptable to the Required Backstop Parties and the Company (the "Escrow Agreement"). If the Required Backstop Parties elect to establish an Escrow Account, (i) any reference in this Agreement (x) to the "Deposit Account" shall refer instead to the "Escrow Account" and (y) where applicable, to the "Subscription Agent" shall refer instead to the "Escrow Agent", and (ii) any deposit made into the Escrow Account shall be pursuant to terms of the Escrow Agreement.

(c) In the event that a Backstop Party defaults (a "Funding Default") on its obligation to deposit its Purchase Price in the Deposit Account by the Deposit Deadline pursuant to Section 1.2(b) hereof (each such Backstop Party, a "Defaulting Backstop Party"), then each Backstop Party that is not a Defaulting Backstop Party (each, a "Non-Defaulting Backstop Party") shall have the right (the "Default Purchase Right"), but not the obligation, to elect to commit to purchase from the Company, at the aggregate Purchase Price therefor, up to such Non-Defaulting

Backstop Party's Adjusted Commitment Percentage of all Backstop Commitment Notes required to be purchased by the Defaulting Backstop Party pursuant to Section 1.2(a) but with respect to which such Defaulting Backstop Party did not make the required deposit in accordance with Section 1.2(b). Within two (2) Business Days after a Funding Default, the Company shall send a written notice to each Non-Defaulting Backstop Party specifying (x) the aggregate original principal amount of Backstop Commitment Notes subject to such Funding Default (collectively, the "Default Notes") and (y) the maximum aggregate original principal amount of Default Notes such Non-Defaulting Backstop Party may elect to commit to purchase (determined in accordance with the first sentence of this Section 1.2(c)). Each Non-Defaulting Backstop Party will have two (2) Business Days after receipt of such notice to elect to exercise its Default Purchase Right by notifying the Company in writing of its election and specifying the aggregate original principal amount of Default Notes that it is committing to purchase (up to the maximum aggregate original principal amount of Default Notes such Non-Defaulting Backstop Party is permitted to commit to purchase pursuant to the first sentence of this Section 1.2(c)). If any Non-Defaulting Backstop Party commits to purchase less than the maximum amount of Default Notes such Non-Defaulting Backstop Party is permitted to commit to purchase pursuant to the first sentence of this Section 1.2(c) or if any Non-Defaulting Backstop Party does not elect to commit to purchase any Default Notes within the 2-Business Day period referred to in the immediately preceding sentence, then the Default Notes that such Non-Defaulting Backstop Party does not commit to purchase may be (but are not obliged to be) purchased by Non-Defaulting Backstop Parties that exercised in full their respective Default Purchase Rights (such Non-Defaulting Backstop Parties electing to purchase, the "Final Optional Parties") (the right to make such purchase to be made on a *pro rata* basis among the Final Optional Parties based on the remaining unsubscribed Default Notes, or as otherwise agreed among the Final Optional Parties, and the process for providing commitments for such purchases to be made by mutual agreement between such Final Optional Parties and notification of such agreement, if any, and allocation to be made to the Company).

(d) If the Non-Defaulting Backstop Parties elect to commit to purchase all (but not less than all) Default Notes in accordance with Section 1.2(c) (including by agreement of any Final Optional Parties), the Company shall notify such Non-Defaulting Backstop Parties in writing of the same. No later than one (1) Business Day after the day that the Company has notified the Non-Defaulting Backstop Parties, each Non-Defaulting Backstop Party that has elected to commit to purchase any portion of the Default Notes hereby agrees, severally and not jointly, to deposit into the Deposit Account, by wire transfer of immediately available funds, an amount equal to its portion of the aggregate Purchase Price for such Default Notes. If Non-Defaulting Backstop Parties do not elect to commit to purchase all Default Notes in accordance with this Section 1.2(c) (and there is no agreement by any Final Option Parties), then no Non-Defaulting Backstop Party shall be required to deposit in the Deposit Account any portion of the Purchase Price for the Default Notes which such Non-Defaulting Backstop Party may have elected to commit to purchase pursuant to Section 1.2(c) unless otherwise agreed to in writing by the Required Backstop Parties and then only on the terms agreed in writing by the Required Backstop Parties. The Default Notes with respect to which a Backstop Party elects to purchase pursuant to Section 1.2(c), if any, together with such Backstop Party's Backstop Commitment Notes and Put Option Notes, shall be referred to herein as such Backstop Party's "Backstop Notes".

(e) Each Backstop Note shall be in an original principal amount of $1,000 and integral multiples thereof. Fractional Backstop Notes shall not be issued. Anything herein to the

contrary notwithstanding, no Backstop Party shall be required or have the right to purchase or be issued any fractional Backstop Notes. If a Backstop Party would otherwise be required or have the right to purchase or be issued Backstop Notes with an aggregate original principal amount that is not a multiple of $1,000, then such number of Backstop Notes shall be rounded upward or downward to the nearest multiple of $1,000 (with an aggregate original principal amount of at least $500 being rounded upward and less than $500 being rounded downward), and no Backstop Party shall receive any payment or other distribution in respect of any fraction of a Backstop Note such Backstop Party does not receive as a result of such rounding down or be required to provide any consideration for any fraction of a Backstop Note received as a result of such rounding up; provided, however, that (x) if any such rounding would result in the aggregate original principal amount of the Rights Offering Notes and the Backstop Commitment Notes to be more than the Rights Offering Amount being issued on the Effective Date, the Backstop Party with the smallest amount that was rounded up to the nearest multiple of $1,000 shall instead be rounded down to the nearest multiple of $1,000 and such adjustment shall be repeated with each successive Backstop Party with the smallest amount that was so rounded up until the aggregate original principal amount of the Rights Offering Notes and the Backstop Commitment Notes that will be issued on the Effective Date will equal the Rights Offering Amount, and (y) if any such rounding would result in the aggregate original principal amount of the Rights Offering Notes and the Backstop Commitment Notes to be less than the Rights Offering Amount being issued on the Effective Date, the Backstop Party with the greatest amount that was rounded down to the nearest multiple of $1,000 shall instead be rounded up to the nearest multiple of $1,000 and such adjustment shall be repeated with each successive Backstop Party with the greatest amount that was so rounded down until the aggregate original principal amount of the Rights Offering Notes and Backstop Commitment Notes that will be issued on the Effective Date will equal the Rights Offering Amount. Notwithstanding anything herein to the contrary, in the event that the number of Backstop Commitment Notes that a Backstop Party is required to purchase hereunder is rounded up in accordance with the immediately preceding sentence, the Backstop Commitment Amount shall also be rounded up in a similar manner.

1.3. **Put Option Notes**. The Debtors and the Backstop Parties hereby acknowledge that, in consideration for the Debtors' right to call the Backstop Commitments of the Backstop Parties to purchase the Unsubscribed Notes pursuant to the terms of this Agreement, the Company 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; provided, however, that (a) no Defaulting Backstop Party shall be entitled to receive any Put Option Notes and (b) any Non-Defaulting Backstop Party that purchases Default Notes of a Defaulting Backstop Party shall be entitled to receive additional Put Option Notes in an aggregate original principal amount equal to the product of (x) the aggregate original principal amount of Put Option Notes that would have been issued to such Defaulting Backstop Party if such Defaulting Backstop Party had not committed a Funding Default and (y) a fraction, the numerator of which is the aggregate original principal amount of Default Notes of such Defaulting Backstop Party which such Non-Defaulting Backstop Party purchases and the denominator of which is the aggregate original principal amount of Default Notes of such Defaulting Backstop Party. The Debtors hereby further acknowledge and agree that the Put Option Notes (i) shall be fully earned as of the Execution Date (but to be issued only at the Closing), (ii) shall not be refundable under any circumstance or creditable against any other amount paid or to be paid in connection with this Agreement or any

of the Contemplated Transactions or otherwise, (iii) shall be issued without setoff or recoupment and shall not be subject to defense or offset on account of any claim, defense or counterclaim, (iv) shall be issued free and clear of and without deduction for any and all Taxes, levies, imposts, deductions, charges or withholdings, in each case applicable to the issuance thereof, and all liabilities with respect thereto (with appropriate gross up for withholding Taxes), and (v) shall be treated for U.S. federal income Tax purposes as a premium for an option to put the Unsubscribed Notes to the Backstop Parties.

1.4. **Certain Tax Treatment**. The Debtors and each Backstop Party hereby acknowledge and agree, except as otherwise required by applicable Law, (a) that the New Secured Notes constitute and shall be treated as debt for U.S. federal income Tax purposes (regardless of whether any such notes are Backstop Notes), (b) that the Backstop Parties' receipt of the Put Option Notes shall be treated, for U.S. federal income Tax purposes, as creating "market discount" within the meaning of Section 1278 of the Code, (c) that any calculation by the Debtors or their agents regarding the amount of "original issue discount" within the meaning of Section 1273(a) of the Code ("OID"), if any, or market discount shall be as set forth by the Debtors or their agents in accordance with applicable U.S. Tax Law, Treasury Regulations, and other applicable guidance, and will be available, after preparation, to such Backstop Party with respect to the Backstop Notes held by such Backstop Party, for any accrual period in which such Backstop Party held such Backstop Notes, promptly upon request, and (d) to adhere to this Agreement for U.S. federal income Tax purposes with respect to such Backstop Party for so long as such Backstop Party holds Backstop Notes and not to take any action or file any Tax Return, report or declaration inconsistent herewith (including, with respect to the amount of OID on the Backstop Notes). This Section 1.4 is not an admission by any Backstop Party that it is subject to United States taxation.

2. **Closing; Certain Expenses and Payments**.

2.1. **Closing**.

(a) The closing of the purchase and sale of Backstop Notes hereunder (the "Closing") will occur at 10:00 a.m., New York City time, or such other time as the parties hereto may agree, on the Effective Date or such later date as set forth under Section 1.2 hereof. At the Closing, each of the Debtors (as applicable) shall deliver to each Backstop Party, (i)(A) if the Required Backstop Parties elect to require that the New Secured Notes be in certificated form, one or more promissory notes issued by the Company payable to such Backstop Party (or its designee) in an aggregate original principal amount equal to the aggregate original principal amount of Backstop Notes acquired by such Backstop Party, duly authenticated by the indenture trustee under the New Secured Notes Indenture, or (B) if the Required Backstop Parties elect to require that the New Secured Notes be in uncertificated form and issued by book-entry registration on the books of a registrar for the New Secured Notes, an account statement delivered by the Company or any such registrar reflecting the book-entry position of the aggregate original principal amount of Backstop Notes acquired by such Backstop Party, and (ii) such certificates, counterparts to agreements, documents or instruments required to be delivered by such Debtor to such Backstop Party pursuant to Section 7.1 hereof. At the request of the Required Backstop Parties, the New Secured Notes shall be registered in the name of Cede & Co., as nominee of the Depository Trust Company ("DTC"), and be evidenced by global securities held on behalf of members or participants in DTC as nominees for the Backstop Parties. The agreements, instruments,

certificates and other documents to be delivered on the Effective Date by or on behalf of the Debtors will be delivered to the Backstop Parties at the offices of Paul, Weiss, Rifkind, Wharton & Garrison LLP, 1285 Avenue of the Americas, New York, New York 10019-6064.

(b) All Backstop Notes will be delivered free and clear of any and all Encumbrances with any and all issue, stamp, transfer or similar Taxes or duties payable in connection with such delivery duly paid by the Debtors.

(c) Anything in this Agreement to the contrary notwithstanding (but without limiting the provisions of Section 13.1 hereof), any Backstop Party, in its sole discretion, may designate that some or all of the Backstop Notes be issued in the name of, and delivered to, one or more of its Affiliates that (in any such case) is an Accredited Investor.

2.2. **Backstop Expenses.** Whether or not the transactions contemplated by this Agreement or any of the other Contemplated Transactions are consummated, the Debtors hereby agree, on a joint and several basis, to reimburse in cash or pay in cash, as the case may be, the Backstop Expenses as follows: (a) all accrued and unpaid Backstop Expenses incurred up to (and including) the date of entry by the Bankruptcy Court of the Backstop Order shall be paid in full in cash on or as soon as reasonably practicable following the date of entry by the Bankruptcy Court of the Backstop Order (but in no event later than two (2) Business Days after submission of invoices following entry of the Backstop Order), without Bankruptcy Court review or further Bankruptcy Court Order, (b) after the date of entry by the Bankruptcy Court of the Backstop Order, all accrued and unpaid Backstop Expenses shall be paid in full in cash on a regular and continuing basis promptly (but in any event within five (5) Business Days) after invoices are presented to the Debtors, without Bankruptcy Court review or further Bankruptcy Court Order, (c) all accrued and unpaid Backstop Expenses incurred up to (and including) the Effective Date shall be paid in full in cash on the Effective Date, without Bankruptcy Court review or further Bankruptcy Court Order and (d) if applicable, upon termination of this Agreement, all accrued and unpaid Backstop Expenses incurred up to (and including) the date of such termination shall be paid in full in cash promptly (but in any event within five (5) Business Days) after invoices are presented to the Debtors, without Bankruptcy Court review or further Bankruptcy Court Order; provided, however, that the payment of the Backstop Expenses under each of clauses (a), (b), (c) and (d) shall be subject to the terms of the Backstop Order. All Backstop Expenses of a Backstop Party shall be paid to such Backstop Party (or its designee) by wire transfer of immediately available funds to the account(s) specified by such Backstop Party. The Backstop Expenses shall constitute allowed administrative expenses against the Debtors' estates under the Bankruptcy Code. The terms set forth in this Section 2.2 shall survive termination of this Agreement and shall remain in full force and effect regardless of whether the transactions contemplated by this Agreement or any of the other Contemplated Transactions are consummated. The obligations set forth in this Section 2.2 are in addition to, and do not limit, the Debtors' obligations under Sections 1.3, 2.3 and 9 hereof.

2.3. **Liquidated Damages Payment**. The Debtors hereby acknowledge and agree that the Backstop Parties have expended, and will continue to expend, considerable time, effort and expense in connection with this Agreement and the negotiation hereof, and that this Agreement provides value to, is beneficial to, and is necessary to preserve, the Debtors' estates. If any Debtor (a) enters into, publicly announces its intention to enter into (including by means of any filings made with any Governmental Body), or announces to any of the Consenting

Noteholders or other holders of Claims and Interests its intention to enter into, an agreement (including, without limitation, any agreement in principle, letter of intent, memorandum of understanding or definitive agreement), whether binding or non-binding, or whether subject to terms and conditions, with respect to any Alternative Transaction, (b) files any pleading or document with the Bankruptcy Court agreeing to, evidencing its intention to support, or otherwise supports, any Alternative Transaction or (c) consummates any Alternative Transaction (any of the events described in clause (a), clause (b) or clause (c), a "Triggering Event"), in any such case described in clause (a), clause (b) or clause (c), at any time (x) prior to the termination of this Agreement in accordance with the terms hereof or (y) within twelve (12) months following the termination of this Agreement in accordance with the terms hereof, then the Debtors shall pay to the Non-Defaulting Backstop Parties a cash payment in the aggregate amount of $4,800,000 (the "Liquidated Damages Payment"). The Liquidated Damages Payment (A) shall be deemed earned in full on the date of the occurrence of the Triggering Event and paid to the Non-Defaulting Backstop Parties only upon consummation of an Alternative Transaction, (B) shall be paid to the Non-Defaulting Backstop Parties on a *pro rata* basis (based on their respective Adjusted Commitment Percentages) by wire transfer of immediately available funds to the accounts designated by the Non-Defaulting Backstop Parties, (C) shall be paid without setoff or recoupment and shall not be subject to defense or offset on account of any claim, defense or counterclaim, and (D) shall be paid free and clear of and without deduction for any and all applicable Taxes, levies, imposts, deductions, charges or withholdings, and all liabilities with respect thereto (with appropriate gross-up for withholding Taxes). The terms set forth in this Section 2.3 shall survive termination of this Agreement and shall remain in full force and effect regardless of whether the transactions contemplated by this Agreement or any of the other Contemplated Transactions are consummated. The parties acknowledge that the agreements contained in this Section 2.3 are an integral part of the transactions contemplated by this Agreement, are actually necessary to preserve the value of the Debtors' estates and constitute liquidated damages and not a penalty, and that, without these agreements, the Backstop Parties would not have entered into this Agreement. The Liquidated Damages Payment shall be payable without Bankruptcy Court review or further Bankruptcy Court Order; provided, however, that the payment of the Liquidated Damages Payment shall be subject to the terms of the Backstop Order. The Liquidated Damages Payment shall constitute an allowed administrative expense against the Debtors' estates under the Bankruptcy Code. The obligations set forth in this Section 2.3 are in addition to, and do not limit, the Debtors' obligations under Sections 1.3, 2.2 and 9 hereof; provided, however, that under no circumstances shall both the Put Option Notes and the Liquidated Damages Payment be issuable or payable, as applicable, hereunder.

2.4. **Interest; Costs and Expenses.** Any amounts required to be paid by the Debtors pursuant to Section 2.2, Section 2.3 or Section 9 hereof, if not paid on or before the date on which such amounts are required to be paid in accordance with the terms of any such Section (the "Interest Commencement Date"), shall include interest on such amount from the Interest Commencement Date to the day such amount is paid, computed at an annual rate equal to the rate of interest which is identified as the "Prime Rate" as published in the Money Rates Section of The Wall Street Journal on the applicable Interest Commencement Date. In addition, the Debtors shall pay all reasonable and documented out-of-pocket costs and expenses (including legal fees and expenses) incurred by the Backstop Parties in connection with any action or proceeding (including the filing of any lawsuit or the assertion in the Chapter 11 Cases of a request for reimbursement) taken by any of them to collect such unpaid amounts (including any interest

accrued on such amounts under this Section 2.4). Amounts required to be paid by the Debtors pursuant to this Section 2.4 shall (a) be paid without setoff or recoupment and shall not be subject to defense or offset on account of any claim, defense or counterclaim and (b) shall be paid free and clear of and without deduction for any and all applicable Taxes, levies, imposts, deductions, charges or withholdings, and all liabilities with respect thereto (with appropriate gross-up for withholding Taxes). Amounts required to be paid by the Debtors pursuant to this Section 2.4 shall constitute allowed administrative expenses against the Debtors' estates under the Bankruptcy Code. The obligations of the Debtors under this Section 2.4 shall survive any termination or expiration of this Agreement.

3. **Representations and Warranties of the Debtors**. Except as disclosed in (a) the Company SEC Documents filed with the SEC on or after December 31, 2018 and publicly available on the SEC's Electronic Data-Gathering, Analysis and Retrieval system prior to the date hereof (excluding any disclosures contained in the "Forward-Looking Statements" or "Risk Factors" sections thereof, or any other statements that are similarly predictive, cautionary or forward looking in nature) or (b) the disclosure schedule delivered by the Debtors to the Backstop Parties on the Execution Date and attached to this Agreement (the "Debtor Disclosure Schedule") (provided that disclosure made in one section or subsection of the Debtor Disclosure Schedule of any facts or circumstances shall be deemed adequate disclosure of such facts or circumstances with respect to every other section or subsection of the Debtor Disclosure Schedule only if (and solely to the extent) it is reasonably apparent on the face that the disclosure is responsive to the subject matter of such other section or subsection of the Debtor Disclosure Schedule; provided, however, that no information shall be deemed disclosed for purposes of any of the Fundamental Representations unless specifically set forth in the section of the Debtor Disclosure Schedule relating to such applicable Fundamental Representation), the Debtors hereby, jointly and severally, represent and warrant to the Backstop Parties as set forth in this Section 3. Each representation and warranty of the Debtors is made as of the Execution Date and as of the Effective Date:

3.1. **Organization of the Debtors.** Each Debtor is a corporation or limited liability company (as the case may be), duly incorporated, organized or formed (as applicable), validly existing and in good standing under the Laws of its jurisdiction of incorporation, organization or formation (as applicable), and has full corporate or limited liability company (as applicable) power and authority to conduct its business as it is now conducted and to own, lease, operate and use its assets as currently owned, leased, operated and used. Each Debtor is duly qualified or licensed to do business as a foreign corporation or limited liability company (as applicable) and is in good standing (to the extent such concept is applicable) under the Laws of each jurisdiction in which either the ownership or use of the properties owned or used by it, or the nature of the activities conducted by it, requires such qualification or registration, except where the failure to be so qualified or registered would not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect.

3.2. **Capitalization; Subsidiaries**.

(a) Section 3.2(a) of the Debtor Disclosure Schedule sets forth the name and jurisdiction of incorporation, organization or formation (as applicable) of each Subsidiary of the Company. Except as set forth on Section 3.2(a) of the Debtor Disclosure Schedules, the Company or one or more of its Subsidiaries, as the case may be, legally and beneficially owns all of the

outstanding Interests of each of the Subsidiaries of the Company. Except for the Company's Subsidiaries and as otherwise set forth on Section 3.2(a) of the Debtor Disclosure Schedules, the Company does not own, hold or control any direct or indirect Interests of any corporation, partnership, limited liability company, trust or other Person or business. Except as described on Section 3.2(a) of the Debtor Disclosure Schedules, neither the Company nor any of its Subsidiaries has any Contract to directly or indirectly acquire any direct or indirect Equity Interest in any Person or business.

(b) All of the outstanding Interests of each Subsidiary of the Company have been duly authorized and validly issued and are fully paid and nonassessable, and the Company or one or more of its Subsidiaries has good and marketable title to such Interests, free and clear of all Encumbrances (other than transfer restrictions imposed under applicable securities Laws). There are, and there will be on the Effective Date, no (i) Contracts relating to the issuance, grant, sale or transfer of any Interests of any Subsidiary of the Company or (ii) Contracts of the Company or any Subsidiary of the Company to repurchase, redeem or otherwise acquire any Interests of any Subsidiary of the Company. No Subsidiary of the Company has granted any registration rights with respect to any of its Interests.

3.3. **Authority; No Conflict**.

(a) Each Debtor (i) has the requisite corporate or limited liability company (as applicable) power and authority (A) subject to the entry of the Solicitation Order, the Backstop Order, the Confirmation Order and any other applicable orders of the Bankruptcy Court, to enter into, execute and deliver this Agreement and the other Definitive Documentation to which it is (or will be) a party, and to enter into, execute and file with the Bankruptcy Court the Plan and (B) subject to the entry of the Solicitation Order, the Backstop Order, the Confirmation Order and any other applicable orders of the Bankruptcy Court, to perform and consummate the Contemplated Transactions, and (ii) subject to the receipt of the foregoing Orders, as applicable, has taken all necessary corporate or limited liability company (as applicable) action required for (x) the due authorization, execution and delivery of this Agreement and the other Definitive Documentation to which it is (or will be) a party, (y) the due authorization, execution and filing with the Bankruptcy Court of the Plan and (z) the performance and consummation of the Contemplated Transactions. Subject to the receipt of the foregoing Orders, as applicable, no other proceeding, consent or authorization on the part of any Debtor or any of its equity holders is necessary to authorize this Agreement or any other Definitive Documentation to which it is or will be a party or the Contemplated Transactions. Subject to the receipt of the foregoing Orders, as applicable, (1) this Agreement has been (and, in the case of each Definitive Documentation to be entered into by a Debtor at or prior to the Closing, will be) duly executed and delivered by each Debtor party hereto or thereto, as applicable and (2) constitutes (and, in the case of each Definitive Documentation to be entered into by a Debtor after the Execution Date and at or prior to the Closing, will constitute) the legal, valid and binding obligation of each Debtor (and, in the case of a Definitive Documentation, the Debtor party thereto), enforceable against such Debtor in accordance with its terms. Subject to entry of the foregoing Orders and the expiration or waiver by the Bankruptcy Court of the fourteen (14)-day period set forth in Bankruptcy Rules 6004(h) and 3020(e), the Plan constitutes the legal, valid and binding obligation of each Debtor, enforceable against such Debtor in accordance with its terms.

(b) Neither the execution and delivery by the Debtors of this Agreement or any of the other Definitive Documentation, the execution or filing with the Bankruptcy Court by the Debtors of the Plan nor the performance or consummation by the Debtors of any of the Contemplated Transactions will, directly or indirectly (with or without notice or lapse of time or both):

(i) contravene, conflict with or result in a violation or breach of any provision of the Organizational Documents of any Debtor or any of its Subsidiaries;

(ii) contravene, conflict with or result in a violation of any Law or Order to which any Debtor or any of its Subsidiaries, or any of the properties, assets, rights or interests owned, leased or used by any Debtor or any of its Subsidiaries, are bound or may be subject;

(iii) contravene, conflict with or result in a violation or breach of any provision of, or require any consent or other approval by, notice to, waiver from or other action by any Person under, or give rise to any right of termination, amendment, acceleration or cancellation under, any Contract to which any Debtor or any of its Subsidiaries is a party or which any of the properties, assets, rights or interests owned, leased or used by any Debtor or any of its Subsidiaries are bound or may be subject, except for any violation or breach of any such Contract that arises out of the rejection by any of the Debtors of such Contract, which rejection was done with the prior written consent of the Required Backstop Parties; or

(iv) result in the imposition or creation of any Encumbrance upon or with respect to any of the assets, properties, rights or interests owned, leased or used by any Debtor or any of its Subsidiaries that will not be released and discharged pursuant to the Plan.

except, in the case of clause (ii) and clause (iii) above, where such occurrence, event or result would not, reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect.

(c) Subject to the Approvals, none of the Debtors will be required to give any notice to, make any filing with or obtain any Consent from, any Person in connection with the execution and delivery of this Agreement or any other Definitive Documentation, or the execution and filing with the Bankruptcy Court of the Plan, or the performance or consummation of any of the Contemplated Transactions, except for any consents, that if not made or obtained, would not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect.

3.4. **Proceedings; Orders.** Except for any claim of a creditor or party in interest in the Chapter 11 Cases and any adversary proceedings or contested motions commenced in connection therewith, (a) there is no Proceeding pending, existing, instituted, outstanding or, to the Knowledge of the Debtors, threatened to which any Debtor or any Subsidiary thereof is a party or to which any property, asset, right or interest owned, leased or used by any Debtor or any Subsidiary thereof is bound or subject which, if adversely determined, could reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect, and (b) no event has

occurred or circumstances exist that would reasonably be expected to give rise to, or serve as a basis for, any such Proceeding. There are no outstanding Orders and no unsatisfied judgments, penalties or awards against, relating to or affecting any Debtor or any of their respective Subsidiaries.

3.5. **Brokers or Finders.** Except for the fees payable to Lazard Frères & Co. LLC pursuant to the Lazard Engagement Letter, neither any Debtor, any of its Subsidiaries nor any of their respective Representatives has incurred any obligation or liability, contingent or otherwise, for brokerage or finders' fees or agents' commissions or other similar payments in connection with this Agreement, any of the other Definitive Documentation, the Plan or any of the Contemplated Transactions.

3.6. **Exemption from Registration.** Assuming the accuracy of the Backstop Parties' representations set forth in Section 4 hereof and assuming the accuracy of all of the representations, warranties and certifications made by all of the Rights Offering Participants in their respective AI Questionnaires and Proofs of Holdings, each of the Specified Issuances will be exempt from the registration and prospectus delivery requirements of the Securities Act.

3.7. **Issuance.** Subject to entry of the Solicitation Order, Backstop Order, the Confirmation Order and any other applicable orders of the Bankruptcy Court, each of the Specified Issuances has been duly and validly authorized by the Company and, when (a) the Rights Offering Notes are issued and delivered against payment therefor in the Rights Offerings, (b) the Backstop Notes are issued and delivered against payment therefor as provided herein, and (c) the shares of New Common Stock are issued and delivered upon conversion of the New Secured Notes in accordance with the terms of the New Certificate of Incorporation and the New Secured Notes Documents, all such Rights Offering Notes, Backstop Notes and shares of New Common Stock will be duly and validly issued, fully paid and non-assessable, and free and clear of all Taxes, liens, Encumbrances (other than transfer restrictions imposed under applicable securities Laws), pre-emptive rights, rights of first refusal, subscription rights and similar rights. Subject to entry by the Bankruptcy Court of the Solicitation Order, Backstop Order, the Confirmation Order and any other applicable orders of the Bankruptcy Court, the New Secured Notes Indenture has been duly authorized by the Company and at the Closing will be duly executed and delivered by the Company and, when duly executed and delivered in accordance with its terms by the Trustee, will constitute a valid and legally binding agreement of the Company enforceable against the Company in accordance with its terms. The Rights Offering Notes and Backstop Notes have been duly authorized by the Company and, when duly executed, authenticated, issued and delivered as provided in the New Secured Notes Indenture and paid for as provided herein, will be duly and validly issued and outstanding and will constitute valid and legally binding obligations of the Company enforceable against the Company in accordance with their terms, and will be entitled to the benefits of the New Secured Notes Indenture.

3.8. **Organizational Documents**. No Debtor nor any of their respective Subsidiaries is in violation of its Organizational Documents. The Company has delivered to the Backstop Parties true, correct and complete copies of the Organizational Documents of each Debtor and each of their respective Subsidiaries as in effect on the date hereof.

3.9. **Intellectual Property**.

(a) Except as would not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect, (a) the Debtors own or possess the right to use all patents, inventions and discoveries (whether patentable or not), trademarks, service marks, trade names, trade dress, logos, internet domain names, copyrights, published and unpublished works of authorship (including software, source code and object code), and all registrations, recordations and applications of the foregoing and know-how (including trade secrets, know-how and other unpatented and/or unpatentable proprietary or confidential information, systems or procedures) and licenses related to any of the foregoing (collectively, "IP Rights") owned, licensed or used by any Debtor or any of its Subsidiaries (collectively, "Debtor IP Rights"), that are reasonably necessary to operate their businesses, without infringement upon the rights of any third-party (of which any of the Debtors and their Subsidiaries has been notified in writing), (b) to the Knowledge of the Debtors, none of the Debtors nor their respective Subsidiaries nor any Debtor IP Right, proprietary right, product, process, method, substance, part, or other material now employed, sold or offered by or contemplated to be employed, sold or offered by the Debtors or their respective Subsidiaries infringe, misappropriate or otherwise violate any IP Rights of any third party and (c) none of the Debtor IP Rights owned by any Debtor or any of its Subsidiaries have been adjudged invalid or unenforceable. The Debtors have used commercially reasonable efforts to protect their material trade secrets and other material confidential or proprietary information.

(b) Except as would not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect, (i) each Debtor and its Subsidiaries own or possess adequate rights to use all computer systems (including hardware, software databases, firmware and related equipment), communications systems, and networking systems (the "IT Systems") used by each Debtor and its Subsidiaries (the "Debtor IT Systems") and (ii) the Debtor IT Systems are adequate for their intended use in the operation of each Debtor's and its Subsidiaries' respective businesses and operations as currently conducted.

(c) Except as would not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect, all IT Systems material to the business of the Debtor and its Subsidiaries (i) perform in material conformance with its documentation, (ii) are free from any material software defect, and (iii) do not contain any virus, software routine or hardware component designed to permit unauthorized access or to disable or otherwise harm any computer, systems or software, or any software routine designed to disable a computer program automatically with the passage of time or under the positive control of a Person other than an authorized licensee or owner of the IT Systems. There has not been any material malfunction with respect to any of the Debtor IT Systems that has caused material disruption to any Debtor's or its Subsidiaries' respective businesses or operations since December 31, 2018 that has not been remedied or replaced in all material respects.

3.10. **Compliance with Laws**. Each Debtor and each of their respective Subsidiaries is and has been since December 31, 2018 in compliance with all Laws applicable to or related to it or its business, properties or assets.

3.11. **Licenses and Permits**. Each Debtor and its Subsidiaries possess or have obtained all Governmental Authorizations from, have made all declarations and filings with, and

have given all notices to, the appropriate Governmental Bodies that are necessary or required for the ownership, lease or use of their respective properties, assets, rights or interests, or the conduct or operation of their respective businesses or operations (collectively, the "Licenses and Permits"), except where the failure to possess, obtain, make or give any of the foregoing would not, individually or in the aggregate, reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect. Neither any Debtor nor any of its Subsidiaries has received notice of any revocation, suspension or modification of any of the Licenses and Permits, or has any reason to believe that any of the Licenses and Permits will be revoked or suspended, or will not be renewed in the ordinary course, or that any such renewal will be materially impeded, delayed, hindered, conditioned or burdensome to obtain, except to the extent that any of the foregoing would not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect.

3.12. **Compliance With Environmental Laws**. Each Debtor and its Subsidiaries:

(a) are and have been in compliance with any and all applicable Environmental Laws;

(b) have received and are in compliance with all Governmental Authorizations required of them under applicable Environmental Laws to conduct their respective businesses and operations, and there is no Order or Proceeding pending or, to the Knowledge of the Debtors, threatened which would prevent the conduct of such businesses or operations;

(c) have no knowledge and have not received written notice from any Governmental Body or any other Person of:

(i) any violations of, or liability under, any Environmental Laws; or

(ii) any actual or potential liability for the investigation or remediation of any Release of Hazardous Materials on, at, under or emanating from any currently or formerly owned or operated property or facility;

(d) are not subject to any Proceedings or Orders under any Environmental Laws and, to the Knowledge of the Debtors, any threatened Proceedings or Orders under any Environmental Laws;

(e) have no knowledge, have not treated, stored, disposed of, arranged for or permitted the disposal of, transported, handled, manufactured, distributed, exposed any Person to, or Released any Hazardous Material, or, to the Knowledge of the Debtors, owned or operated any property or facility which is or has been contaminated by any such Hazardous Material as would give rise to any current or future liabilities under any Environmental Laws; and

(f) have not assumed, undertaken, provided an indemnity with respect to, or otherwise become subject to, any liability of any other Person relating to Environmental Laws.

3.13. **Compliance With ERISA**.

(a) Section 3.13(a) of the Debtor Disclosure Schedules hereto sets forth a complete and accurate list of all material Benefit Plans. "Benefit Plans" means all employee benefit, compensation and incentive plans, arrangements and agreements (including, but not limited to, employee benefit plans within the meaning of Section 3(3) of ERISA) maintained, administered or contributed to by any Debtor or any of its Subsidiaries for or on behalf of any employees, officers, directors, managers or independent contractors, or former employees, officers, directors, managers or independent contractors of such Debtor or any of its Affiliates or for which any Debtor or any of its Subsidiaries has any material liability. Each Benefit Plan has been funded, administered and maintained in compliance in all material respects with its terms and the requirements of any applicable Laws or Orders, including, but not limited to, ERISA and the Internal Revenue Code of 1986, as amended (the "Code"). Each Benefit Plan intended to be "qualified" within the meaning of Section 401(a) of the Code has received a favorable determination or opinion letter from the Internal Revenue Service to the effect that the Benefit Plan satisfies the requirements of Section 401(a) of the Code and, to the Knowledge of the Debtors, no circumstances exist that are likely to result in the loss of the qualification of any such Benefit Plan or related trust.

(b) None of the Benefit Plans are, and neither the Debtors, any of their respective Subsidiaries nor any of their respective ERISA Affiliates maintain, contribute to, have an obligation to contribute to, or have any liability to, or in the past six (6) years has maintained, contributed to, had an obligation to contribute to, or have any liability with respect to, (i) a multiemployer plan (within the meaning of Section 4001(3) of ERISA or Section 413(c) of the Code), whether or not subject to Title IV of ERISA; (ii) a multiple employer plan (within the meaning of Section 413(c) of the Code); (iii) a "multiple employer welfare arrangement" (within the meaning of Section 3140 of ERISA); or (iv) a "voluntary employee beneficiary association" (within the meaning of Section 501(c)(9) of the Code).

(c) No Benefit Plan is, and neither the Debtors, any of their respective Subsidiaries nor any of their respective ERISA Affiliates maintain, contribute to, have an obligation to contribute to, or have any liability to, or in the past six (6) years has maintained, contributed to, had an obligation to contribute to, or had any liability with respect to, a plan subject to Title IV of ERISA or Section 412 or Section 4971 of the Code (any such plan, a "Pension Plan"). No Benefit Plan that is a Pension Plan or any single-employer plan of an ERISA Affiliate has unfunded liabilities, determined on a termination basis, in excess of $1,000,000.

(d) Neither the Debtors nor any of their respective Subsidiaries or ERISA Affiliates, any Benefit Plan, any trust created thereunder, nor, to the Knowledge of the Debtors, any trustee, fiduciary or administrator thereof has engaged in a transaction in connection with which any of the Debtors or any of their respective Subsidiaries or ERISA Affiliates, any Benefit Plan, any such trust, or any trustee, fiduciary or administrator thereof, or any party dealing with any Benefit Plan or any such trust could be subject to a civil penalty or Tax under ERISA or the Code, including but not limited to, a civil penalty assessed pursuant to Section 409 or Section 502(i) of ERISA or a Tax imposed pursuant to Section 4975 or Section 4976 of the Code, except any of the foregoing that would not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect.

(e) Each Benefit Plan that is maintained primarily for the benefit of employees working outside of the United States (each, a "Non-US Plan") that is required to be funded is funded to the extent required by applicable Law and for all other Non-US Plan adequate reserves have been established on the accounting statements of the applicable Debtor or Subsidiaries. Neither the Debtors nor any of their respective Subsidiaries have any material unfunded liabilities with respect to any Non-U.S. Plan.

3.14. **Compliance with Anti-Corruption, Money Laundering and Import Laws; Export Controls and Economic Sanctions**.

(a) None of the Debtors nor any of their respective Subsidiaries, nor, to the Knowledge of the Debtors, any of their respective officers, directors, employees, agents, consultants, distributors, resellers, representatives, sales intermediaries or other Persons acting on behalf of any of the Debtors or any of their respective Subsidiaries, have: (i) directly or indirectly, given, promised, offered, authorized the offering of, or paid anything of value to any public official or employee of any Governmental Body, in each case, for purposes of (A) influencing any act or decision of such public official or employee, (B) inducing such public official or employee to do or omit to do any act in violation of such official's or employee's lawful duty, (C) securing any improper advantage or (D) inducing such public official or employee to use such official's or employee's influence with a Governmental Body, or commercial enterprise owned or controlled by any Governmental Body (including state owned or controlled facilities), in order to assist any of the Debtors or any of their respective Subsidiaries in obtaining or retaining business; or (ii) taken any action in violation of any applicable anticorruption Law, including, without limitation, the Foreign Corrupt Practices Act of 1977, 15 U.S.C. §§ 78dd-1, et seq., the U.K. Bribery Act of 2010 and any other applicable anti-corruption or anti-bribery Law of any Governmental Body of any jurisdiction applicable to any of the Debtors or any of their respective Subsidiaries. There is no pending or, to the Knowledge of the Debtors, threatened Proceeding with respect to any violation of any applicable anti-corruption Law relating to any of the Debtors or any of their respective Subsidiaries. Each of the Debtors and each of their respective Subsidiaries has in place adequate controls to ensure compliance with any applicable anti-corruption Laws.

(b) Each of the Debtors and each of their respective Subsidiaries are in compliance, and at all times since January 1, 2016 have complied, with (i) all applicable trade Laws, including import and export control Laws, economic/trade embargoes and sanctions, and anti-boycott Laws (the "International Trade Laws") and (ii) all applicable Laws relating to the prevention of money laundering of any Governmental Body applicable to it or its property or in respect of its operations, including, without limitation, all applicable criminal Laws and all applicable financial record-keeping, customer identification, know-your-customer and reporting requirements of the Currency and Foreign Transactions Reporting Act of 1970 (the "Money Laundering Laws"). No material Proceeding by or before any Governmental Body involving any of the Debtors or any of their respective Subsidiaries with respect to the Money Laundering Laws or International Trade Laws is pending or, to the Knowledge of the Debtors, threatened.

(c) None of the Debtors nor their respective Subsidiaries, nor, to the Knowledge of the Debtors, any of their respective directors, officers, employees or other Persons acting on their behalf with authority to so act is currently subject to any Sanctions. None of the Debtors nor any of their respective Subsidiaries, nor, to the Knowledge of the Debtors, any of their respective

current or former directors, officers, employees, agents or other Persons acting on their behalf with express authority to so act, has engaged since January 1, 2016, or is engaged, in any transaction(s) or activities which would result in a violation of Sanctions in any material respect. No material Proceeding by or before any Governmental Body involving any of the Debtors or any of their respective Subsidiaries with respect to Sanctions is pending or, to the Knowledge of the Debtors, threatened.

3.15. **Absence of Certain Changes or Events**. Since December 31, 2019, and excluding any transactions effected in connection with the Chapter 11 Cases that are specifically contemplated by the RSA, each Debtor and its Subsidiaries have conducted their respective businesses in the Ordinary Course of Business, and there has not been, with respect to any Debtor or any of its Subsidiaries, any:

(a) event, occurrence or development that has had, or could be reasonably expected to have, individually or in the aggregate, a Material Adverse Effect;

(b) declaration or payment of any dividends or distributions on or in respect of any shares of capital stock or other equity securities or redemption, purchase or acquisition of any shares of capital stock or other equity interests, in each case, other than in the Ordinary Course of Business;

(c) material amendment to any Organizational Documents (other than such amendments effected in connection with the voluntary filing of the Chapter 11 Cases with the Bankruptcy Court);

(d) split, combination or reclassification of any shares of capital stock or other equity securities;

(e) issuance, sale or other disposition of, or creation of any Encumbrance on, shares of capital stock or other equity interest (other than in connection with the DIP Facilities), or grant of any options, warrants or other rights to purchase or obtain (including upon conversion, exchange or exercise) any shares of capital stock or other equity interests;

(f) incurrence, assumption or guarantee of any material indebtedness for borrowed money other than the DIP Facilities (as defined in the RSA), except unsecured current obligations and liabilities incurred in the Ordinary Course of Business;

(g) sale, sublease, lease, license, transfer, assignment, pledge, imposition of an Encumbrance upon (or allowing such imposition), grant or other disposition (including by merger) of any material assets (whether tangible or intangible)

(h) material increase in the compensation or benefits of any current or former director, officer, employee or consultant of any Debtor or any of its Subsidiaries other than (i) ordinary-course wage-rate increases for non-salaried employees, (ii) as required by any Benefit Plan, and (iii) Debtors' senior officers or managers who received retention payments from the Debtors in July 2020 and prior to the Petition Date; or

(i) any agreement or commitment to do any of the foregoing, or any action or omission that would result in any of the foregoing.

3.16. **Material Contracts**. Other than as a result of a rejection motion filed by any of the Debtors in the Chapter 11 Cases or as set forth on Section 3.16 of the Debtor Disclosure Schedule, each Material Contract is in full force and effect and is valid, binding and enforceable against the applicable Debtor or its applicable Subsidiary and, to the Knowledge of the Debtors, each other party thereto, in accordance with its terms, except as such enforceability may be limited by bankruptcy, insolvency, reorganization, moratorium and other similar Laws of general applicability relating to or affecting creditor's rights generally and by the application of general principles of equity. Other than as a result of the filing of the Chapter 11 Cases and/or any rejection motion filed by any of the Debtors in the Chapter 11 Cases, neither the Debtors nor any of their respective Subsidiaries nor, to the Knowledge of the Debtors, any other party to any Material Contract is in breach of or default under any obligation thereunder or has given notice of default to any other party thereunder nor does any condition exist that, with notice or lapse of time or both, would reasonably be expected to constitute a default thereunder. There are no material disputes pending or, to the Knowledge of the Debtors, threatened under any Material Contract.

3.17. **Financial Statements; Internal Controls**.

(a) The audited consolidated balance sheet of the Company and its Subsidiaries as of December 31, 2019 and the related audited consolidated statements of operations and comprehensive loss, cash flows and changes in equity (deficit) for the fiscal year then ended, as filed with the SEC (collectively, the "Annual Financial Statements"), and (b) the unaudited condensed consolidated balance sheet of the Company and its Subsidiaries as of [_____], 2020,[1] and the related unaudited condensed consolidated statements of operations and comprehensive loss, cash flows and changes in equity (deficit) for the [____-month] period then ended, as filed with the SEC (collectively, the "Interim Financial Statements" and, together with the Annual Financial Statements, the "Financial Statements"), were prepared from the books and records of the Company and its Subsidiaries, in accordance with GAAP, applied on a consistent basis for the periods involved subject, with respect to the Interim Financial Statements, to the absence of footnotes (which, if presented, would not contain disclosures that differ materially from those included in the Annual Financial Statements) and to normal year-end adjustments (none of which are material in amount or scope). The Financial Statements fairly present in all material respects, the financial position of the Company and its Subsidiaries as of the dates thereof and the results of their operations and cash flows for the periods then ended.

(b) The Company has established and maintains disclosure controls and procedures and a system of internal controls over financial reporting (as such terms are defined in paragraphs (e) and (f), respectively, of Rule 13a-15 under the Exchange Act) as required by Rule 13a-15 under the Exchange Act. As of the date hereof, neither the Company nor, to the Knowledge of the Debtors, the Company's independent registered public accounting firm, has identified or been made aware of "significant deficiencies" or "material weaknesses" (as defined by the Public Company Accounting Oversight Board) in the design or operation of the Debtors

[1] Note to Draft: Interim Financial Statements to be the most recent unaudited financial statements prior to the Execution Date.

and their respective internal controls over financial reporting which would reasonably be expected to adversely affect in any material respect their ability to record, process, summarize and report financial data, in each case which has not been subsequently remediated. The Company is in compliance in all material respects with the applicable provisions of the Sarbanes-Oxley Act of 2002, as amended, and the applicable listing and corporate governance rules and regulations of the New York Stock Exchange.

3.18. **Undisclosed Liabilities**. No Debtor nor any of their respective Subsidiaries has any material liabilities, obligations or commitments of a type required to be reflected or reserved against on a balance sheet of the Company and its Subsidiaries prepared in accordance with GAAP, except (a) those which are adequately reflected or reserved against in the Financial Statements; (b) those which are not required to be disclosed in a consolidated balance sheet of the Company or in the notes thereto prepared in accordance with GAAP and the rules and regulations of the SEC applicable thereto, or (c) those which have been incurred in the Ordinary Course of Business, consistent with past practice, since the date of the Interim Financial Statements and which are not material in amount.

3.19. **Tax Matters**.

(a) All material Tax Returns required to be filed by or on behalf of any Debtor or any of its Subsidiaries, including any consolidated, combined or unitary Tax Return of which any Debtor or any of its Subsidiaries is or was includable, have been properly prepared and duly and timely filed with the appropriate Taxing Authorities in all jurisdictions in which such Tax Returns are required to be filed (after giving effect to any valid extensions of time in which to make such filings). All material Taxes payable by or on behalf of any Debtor or any of its Subsidiaries directly, as part of the consolidated, combined or unitary Tax Return of another taxpayer, or otherwise, have been fully and timely paid, and adequate reserves or accruals for Taxes have been provided in the balance sheet included as part of the Financial Statements in respect of any period for which Tax Returns have not yet been filed or for which Taxes are not yet due and owing. No agreement, waiver or other document or arrangement extending or having the effect of extending the period for assessment or collection of a material amount of Taxes (including any applicable statute of limitations) has been executed or filed with the IRS or any other Governmental Body by or on behalf of any Debtor or any of its Subsidiaries (or any consolidated, combined or unitary group of which any Debtor or any of its Subsidiaries was or is includable for Tax purposes) and no power of attorney in respect of any Tax matter is currently in force.

(b) Each Debtor and its Subsidiaries have complied in all material respects with all applicable Laws relating to the payment and withholding of Taxes and have duly and timely withheld from employee salaries, wages, and other compensation and have paid over to the appropriate Taxing Authorities or other applicable Governmental Bodies all amounts required to be so withheld and paid over for all periods under all applicable Laws, and have complied in all material respects with all Tax information reporting provisions under all applicable Laws. No written claim has been made by any Taxing Authority in a jurisdiction where any Debtor and its Subsidiaries do not file Tax Returns that they are or may be subject to taxation by that jurisdiction.

(c) All material deficiencies asserted or assessments made as a result of any examinations by any Taxing Authority or any other Governmental Body of the Tax Returns of or

covering or including any Debtor or any of its Subsidiaries have been fully paid, and there are no other material audits, investigations or other Proceedings by any Taxing Authority or any other Governmental Body in progress, nor has any Debtor or any of its Subsidiaries received notice from any Taxing Authority or other applicable Governmental Body that it intends to conduct or commence such an audit, investigation or other Proceeding. No issue has been raised by any Taxing Authority or other applicable Governmental Body in any current or prior examination that, by application of the same or similar principles, could reasonably be expected to result in a material proposed deficiency for any subsequent taxable period. There are no Encumbrances for Taxes with respect to any Debtor or any of its Subsidiaries, or with respect to the assets or business of any Debtor or any of its Subsidiaries, nor is there any such Encumbrance that is pending or threatened, in each case, other than Permitted Encumbrances.

(d) None of the Debtors nor any of its Subsidiaries has participated in any listed transaction within the meaning of Treasury Regulations Section 1.6011-4(b) (or any similar provision of state, local, or non-U.S. Tax law).

(e) None of the Debtors or any of its Subsidiaries has been either a "distributing corporation" or a "controlled corporation" in a distribution occurring during the last five (5) years in which the parties to such distribution treated the distribution as one to which Section 355 of the Code is applicable.

3.20. **Labor and Employment Compliance**.

(a) Each Debtor and each of its Subsidiaries is in compliance with all applicable Laws or Orders respecting labor and employment matters, including, without limitation, labor relations, terms and conditions of employment, equal employment opportunity, discrimination, harassment, family and medical leave and other leaves of absence, disability benefits, affirmative action, employee privacy and data protection, health and safety, wage and hours, worker classification as employees or independent contractors, child labor, immigration, recordkeeping, Tax withholding, unemployment insurance, workers' compensation, and plant closures and layoffs, except where the failure to comply with such applicable Laws or Orders would not, individually or in the aggregate, reasonably be expected to be adverse in any material respect to the Debtors and their respective Subsidiaries, taken as a whole. There is no, and during the past three (3) years there has been no, Proceeding pending or, to the Knowledge of the Debtors, threatened against any Debtor or any of its Subsidiaries alleging a violation of any such applicable Law pertaining to labor or employment matters, except for any such Proceedings that would not, individually or in the aggregate, reasonably be expected to be adverse in any material respect to the Debtors and their respective Subsidiaries, taken as a whole.

(b) As of the date hereof, there are no collective bargaining agreements, labor agreements, work rules or practices, or any other labor-related agreements or arrangements to which any of the Debtors or any of their respective Subsidiaries is party or otherwise subject with respect to any employee. Within the past three (3) years, no labor union, labor organization or other organization or group has (i) represented or purported to represent any employee, (ii) made a demand to any of the Debtors or any of their respective Subsidiaries or, to the Knowledge of the Debtors, to any Governmental Bodies for recognition or certification, and there are no representation or certification proceedings or petitions seeking a representation proceeding

presently pending, threatened in writing or, to the Knowledge of the Debtors, verbally threatened to be brought or filed with the National Labor Relations Board or any other labor relations Governmental Body. Within the past three (3) years, there has been no actual or, to the Knowledge of the Debtors, threatened, labor arbitrations, grievances, material labor disputes, strikes, lockouts, walkouts, slowdowns or work stoppages, or picketing by any employee of any of the Debtors or any of their respective Subsidiaries. None of the Debtors or any of their respective Subsidiaries has committed a material unfair labor practice (as defined in the National Labor Relations Act or any similar Law) within the past three (3) years.

3.21. **Related Party Transactions.** There are no Contracts or other direct or indirect relationships existing between or among any of the Debtors or their Subsidiaries, on the one hand, and any director, officer or greater than five percent (5%) stockholder of any of the Debtors, on the other hand, that is required by the Exchange Act to be described in the Company's filings with the SEC and that is not so described. A correct and complete copy of any Contract existing as of the date hereof between or among any of the Debtors or their Subsidiaries, on the one hand, and any director, officer or greater than five percent (5%) stockholder of any of the Debtors or their Subsidiaries, on the other hand, that is required by the Exchange Act to be described in the Company's filings with the SEC is filed as an exhibit to, or incorporated by reference as indicated in, the Annual Report on Form 10-K for the fiscal year ended December 31, 2019 or such subsequently filed Quarterly Report on Form 10-Q or Current Report on Form 8-K.

3.22. **Insurance**. Except as would not reasonably be expected, individually or in the aggregate, to have a Material Adverse Effect: (a) all insurance policies and surety bond arrangements of the Debtors and their respective Subsidiaries as of the Execution Date or under which any of the Debtors or any of their respective Subsidiaries or any of their respective businesses, assets or properties are insured as of the Execution Date (the "Insurance/Surety Policies") are in full force and effect, and, except to the extent any such Insurance/Surety Policies has been replaced after the Execution Date with comparable substitute insurance coverage or surety that will remain in full force and effect immediately following the Closing, will remain in full force and effect immediately following Closing, (b) all premiums payable under the material Insurance/Surety Policies have been paid to the extent such premiums are due and payable, (c) the Debtors and their respective Subsidiaries have otherwise complied with the terms and conditions of, and their obligations under, all of the material Insurance/Surety Policies in all material respects, and no event has occurred which, with notice or the lapse of time or both, would constitute such a breach or default, or permit termination, modification, or acceleration, under any of the material Insurance/Surety Policies and (d) to the Knowledge of the Debtors, there is no threatened termination of, premium increase or increase credit support obligation with respect to, or material alteration of coverage under, any of the Insurance/Surety Policies. During the past three (3) years, no claims have been denied under the Insurance/Surety Policies and neither the Debtors nor any of their respective Subsidiaries have (a) had a claim rejected or a payment denied by any insurance provider or surety issuer, (b) had a claim under any Insurance/Surety Policies in which there is an outstanding reservation of rights or (c) had the policy limit or surety obligations under any Insurance/Surety Policies exhausted or materially reduced, except for any such rejection, denial, reservation, exhaustion or reduction that would not, individually or in the aggregate, reasonably be expected to be adverse in any material respect to the Debtors and their respective Subsidiaries, taken as a whole. Except as would not reasonably be expected, individually or in the aggregate,

to have a Material Adverse Effect, the Company reasonably believes that the insurance and surety bonding maintained by or on behalf of the Debtors and their respective Subsidiaries is adequate to insure against such losses and risks as are prudent and customary in the businesses in which they are engaged, and satisfying any existing contractual or regulatory obligations of the Company and its Subsidiaries.

3.23. **Title to Real and Personal Property**.

(a) Section 3.23(a) of the Debtor Disclosure Schedule sets forth a true and complete list of (i) all real property and interests in real property owned in fee simple by any of the Debtors or their Subsidiaries (the "Owned Real Property"), (ii) all real property leased or licensed to any of the Debtors or their Subsidiaries (the "Leased Real Property"), and (iii) all easements and other limited real property rights held by any of the Debtors or any of their Subsidiaries (the "Easements").

(b) Each of the Debtors and each of their respective Subsidiaries has valid fee simple title to, or a valid leasehold interest in, or valid easements or other limited property interests in, all of its Real Property and has valid title to its personal properties and assets, in each case, except for Permitted Encumbrances and except for defects in title that do not materially interfere with its ability to conduct its business as currently conducted or to utilize such properties and assets for their intended purposes; provided, however, the enforceability of the Debtors' leasehold title in any leased Real Properties may be limited by applicable bankruptcy, insolvency, fraudulent transfer, reorganization, moratorium and other laws affecting creditor's rights generally or general principles of equity, including the Chapter 11 Cases. To the Knowledge of the Debtors, all such properties and assets are free and clear of Encumbrances, other than Permitted Encumbrances.

(c) The lease agreements and other occupancy agreements related to the Leased Real Property (together with all amendments, extensions, renewals, guaranties, and other agreements relating thereto, the "Real Property Leases") and the Easements are in full force and effect, and the Debtors or their Subsidiaries hold a valid and existing leasehold or easement interest under each such Real Property Lease or Easement, free and clean of any encumbrances (other than Permitted Encumbrances). Other than as a consequence of the Chapter 11 Cases, each of the Debtors and each of their respective Subsidiaries is in compliance with all obligations under all leases and Easements to which it is a party that have not been rejected in the Chapter 11 Cases, and none of the Debtors or their Subsidiaries has received written notice of any good faith claim asserting that any such leases or Easements are not in full force and effect. Each of the Debtors and each of their Subsidiaries enjoys peaceful and undisturbed possession under all such leases and Easements, and the Debtors and their Subsidiaries have not subleased, licensed or otherwise granted any Person the right to use or occupy any portion of any Leased Real Property or Easement. To the Knowledge of the Debtors, no event has occurred or condition exists that with notice or lapse of time, or both, would constitute a default by the Debtors or any Subsidiaries, or any other party thereto, under any of the Real Property Leases.

(d) Each of the Debtors and each of their Subsidiaries owns or possesses the right to use all of its personal property, including all Debtor IP Rights and all licenses and rights with respect to any of the foregoing used in the conduct of their businesses, without any conflict (of which any of the Debtors and their Subsidiaries has been notified in writing) with the rights of

others, and free from any burdensome restrictions on the present conduct of the Debtors or their respective Subsidiaries, as the case may be, except where such conflicts and restrictions would not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect.

(e) Each lot, parcel and tract of land comprising the Real Property that is used or proposed (in accordance with the current plans of the Debtors) to be used for the mining of frac sand includes both the surface estate and mineral estate and none of the mineral estates and surface estates related to such Real Property has been severed or separately conveyed. The Debtors have made available to the Backstop Parties true, correct and complete copies of (x) all deeds for Owned Real Property, (y) all existing title policies and as-built surveys for Real Property to the extent in the possession of the Debtors and (z) all recent title insurance commitments and survey updates, if any, for Real Property to the extent in the possession of the Debtors. The Real Property constitutes all interests in real property which are currently used or currently held for use in connection with the businesses of the Debtors and their respective Subsidiaries as currently conducted and are necessary for the continued operation of the businesses of the Debtors as currently conducted.

(f) The Debtors and their respective Subsidiaries have all necessary mineral rights, surface and subsurface rights, water rights and rights in water, rights of way, licenses, easements, ingress, egress and access rights, and all other rights and interests granting the Debtors or one or more of their Subsidiaries the rights and ability to mine, extract, remove, process, transport and market the sand and mineral reserves owned or controlled by the Debtors and their respective Subsidiaries, in the ordinary course thereof ("Debtor Mineral Rights"), free and clear of any Encumbrances (other than Permitted Encumbrances). Neither the Debtors nor any their respective Subsidiaries, nor, to the knowledge of the Debtors, any other party to a lease or other agreement providing for Debtor Mineral Rights, has violated any provision of such lease or other agreement providing for Debtor Mineral Rights, and no circumstance exists that, with or without notice, the lapse of time, or both, would constitute a default under, or give rise to any rights to terminate (in whole or in part) or suspend, any lease or other agreement providing for Debtor Mineral Rights.

3.24. Reserves. Section 3.24 of the Debtor Disclosure Schedule sets forth a list of each engineering or geological report, survey or other study prepared by, on behalf of, or at the direction of, the Debtors or their Subsidiaries that analyzes or otherwise relates to its available reserves. The Debtors have made available to the Backstop Parties a true and complete copy of each such report, survey or other study.

4. **Representations and Warranties of the Backstop Parties**. Each Backstop Party, severally and not jointly, hereby represents and warrants to the Debtors as set forth in this Section 4. Each representation and warranty of each Backstop Party is made as of the Execution Date and as of the Effective Date:

4.1. **Organization of Such Backstop Party.** Such Backstop Party is duly incorporated, organized or formed (as applicable), validly existing and in good standing under the Laws of its jurisdiction of incorporation, organization or formation (as applicable), with full corporate, partnership or limited liability company (as applicable) power and authority to conduct its business as it is now conducted.

4.2. **Authority; No Conflict**.

(a) Such Backstop Party (i) has the requisite corporate, partnership or limited liability company (as applicable) power and authority (A) to enter into, execute and deliver this Agreement and (B) to perform and consummate the transactions contemplated hereby, and (ii) has taken all necessary corporate, partnership or limited liability company (as applicable) action required for (x) the due authorization, execution and delivery of this Agreement and (y) the performance and consummation of the transactions contemplated hereby. This Agreement has been duly executed and delivered by such Backstop Party. This Agreement constitutes the legal, valid and binding obligation of such Backstop Party, enforceable against such Backstop Party in accordance with its terms, except that such enforcement may be limited by bankruptcy, insolvency, reorganization, moratorium or other similar Laws now or hereafter in effect relating to or affecting the rights and remedies of creditors and general principles of equity (whether considered in a proceeding at Law or in equity).

(b) Neither the execution and delivery by such Backstop Party of this Agreement nor the performance or consummation by such Backstop Party of any of the transactions contemplated hereby will, directly or indirectly (with or without notice or lapse of time or both):

(i) contravene, conflict with, or result in a violation or breach of any provision of the Organizational Documents of such Backstop Party;

(ii) contravene, conflict with, or result in a violation of, any pending or existing Law or Order to which such Backstop Party, or any of the properties, assets, rights or interests owned, leased or used by such Backstop Party, are bound or may be subject; or

(iii) contravene, conflict with or result in a violation or breach of any provision of, or give rise to any right of termination, acceleration or cancellation under, any Contract to which such Backstop Party is a party or which any of the properties, assets, rights or interests owned, leased or used by such Backstop Party are bound or may be subject;

except, in the case of clauses (ii) and (iii) above, where such occurrence, event or result would not reasonably be expected to prohibit, materially delay or materially and adversely impact such Backstop Party's performance or consummation of its obligations under this Agreement.

Except (x) for Consents which have been obtained, notices which have been given and filings which have been made, and (y) where the failure to give any notice, obtain any Consent or make any filing would not reasonably be expected to prohibit, materially delay or materially and adversely impact such Backstop Party's performance or consummation of its obligations under this Agreement, such Backstop Party is not and will not be required to give any notice to, make any filing with or obtain any Consent from, any Person in connection with the execution and delivery by such Backstop Party of this Agreement or the consummation or performance by such Backstop Party of any of the transactions contemplated hereby.

4.3. **Backstop Notes Not Registered.** Such Backstop Party understands that the Backstop Notes have not been registered under the Securities Act or any state or foreign securities or "blue sky" laws. Such Backstop Party also understands that the Backstop Notes are being offered and sold pursuant to an exemption from registration provided under Section 4(a)(2) of the Securities Act based in part upon the bona fide nature of the investment intent and the accuracy of such Backstop Party's representations contained in this Agreement and cannot be sold by such Backstop Party unless subsequently registered under the Securities Act or an exemption from registration is available.

4.4. **Acquisition for Own Account.** Such Backstop Party is acquiring the Backstop Notes for its own account (or for the accounts for which it is acting as investment advisor or manager) for investment, not otherwise as a nominee or agent, and not with a present view toward distribution, within the meaning of the Securities Act. Subject to the foregoing, by making the representations herein, such Backstop Party does not agree to hold its Backstop Notes for any minimum or other specific term and reserves the right to dispose of its Backstop Notes at any time in accordance with or pursuant to a registration statement or exemption from the registration requirements under the Securities Act and any applicable state securities Laws.

4.5. **Accredited Investor.** Such Backstop Party is an Accreditor Investor and has such knowledge and experience in financial and business matters that such Backstop Party is capable of evaluating the merits and risks of its investment in the Backstop Notes. Such Backstop Party understands and accepts that its investment in the Backstop Notes involve risks. Such Backstop Party has received such documentation as it has deemed necessary to make an informed investment decision in connection with its investment in the Backstop Notes, has had adequate time to review such documents prior to making its decision to invest, has had a full opportunity to ask questions of and receive answers from the Company or any person or persons acting on behalf of the Company concerning the terms and conditions of an investment in the Company and has made an independent decision to invest in any Backstop Notes based upon the foregoing and other information available to it, which it has deemed adequate for this purpose. With the assistance of each Backstop Party's own professional advisors, to the extent that such Backstop Party has deemed appropriate, such Backstop Party has made its own legal, tax, accounting and financial evaluation of the merits and risks of an investment in any Backstop Notes. Such Backstop Party understands and is able to bear any economic risks of such investment. Except for the representations and warranties expressly set forth in this Agreement or any other Definitive Documentation, such Backstop Party has independently evaluated the merits and risks of its decision to enter into this Agreement and disclaims reliance on any representations or warranties, either express or implied, by the Debtors. Anything herein to the contrary notwithstanding, nothing contained in any of the representations, warranties or acknowledgments made by any Backstop Party in this Section 4.5 will operate to modify or limit in any respect the representations and warranties of the Debtors or to relieve the Debtors from any obligations to the Backstop Parties for breach thereof or the making of misleading statements, fraud, or the omission of material facts in connection with the transactions contemplated herein.

4.6. **Brokers or Finders.** Such Backstop Party has not incurred any obligation or liability, contingent or otherwise, for brokerage or finders' fees or agents' commissions or other similar payments in connection with this Agreement for which the Debtors may be liable.

4.7. **Sufficient Funds.** Such Backstop Party has sufficient assets and the financial capacity to perform all of its obligations under this Agreement.

5. **Covenants of the Debtors.** The Debtors hereby, jointly and severally, agree with the Backstop Parties as set forth in this Section 5.

5.1. [Reserved].

5.2. **Rights Offering.** The Debtors shall promptly provide draft copies of all documents, instruments, forms, questionnaires, agreements and other materials to be entered into, delivered, distributed or otherwise used in connection with either of the Rights Offering (the "Rights Offering Documentation") for review and comment by the Backstop Parties a reasonable time prior to filing such Rights Offering Documentation with the Bankruptcy Court or entering into, delivering, distributing or using such Rights Offering Documentation. Any comments received by the Debtors from the Backstop Parties or their respective Representatives with respect to the Rights Offering Documentation shall be considered by them in good faith and, to the extent the Debtors disagree with, or determine not to incorporate, any such comments, they shall inform the Backstop Parties thereof and discuss the same with the Backstop Parties.

5.3. **Conditions Precedent.** The Debtors shall use their commercially reasonable efforts to satisfy or cause to be satisfied all the conditions precedent set forth in Section 7.1 hereof and the Plan (including, without limitation, procuring and obtaining all Consents, authorizations and waivers of, making all filings with, and giving all notices to, Persons (including Governmental Bodies) which may be necessary or required on its part in order to consummate or effect the transactions contemplated herein).

5.4. **Notification**. The Debtors shall: (a) on request by any of the Backstop Parties, cause the applicable subscription agent for the Rights Offering selected and appointed in accordance with the Rights Offering Procedures (the "Subscription Agent") to notify each of the Backstop Parties in writing of the aggregate original principal amount of Rights Offering Notes that Rights Offering Participants have subscribed for pursuant to the Rights Offering as of the close of business on the Business Day preceding such request or the most recent practicable time before such request, as the case may be, and (b) following the Rights Offering Termination Date, (i) cause the Subscription Agent to notify each of the Backstop Parties in writing, within two (2) Business Days after the Rights Offering Termination Date, of the aggregate original principal amount of Unsubscribed Notes and (ii) timely comply with their obligations under Section 1.1(b) hereof.

5.5. **Conduct of Business**. Except (a) as set forth in this Agreement or the RSA, (b) as required by the Plan or the Confirmation Order or (c) with the consent (not to be unreasonably withheld, conditioned or delayed) of the Required Backstop Parties, during the period from the Execution Date until the earlier of the Closing and the termination of this Agreement, the Debtors shall, and shall cause their respective Subsidiaries to, (i) conduct their businesses and operations only in the Ordinary Course of Business, (ii) maintain their physical assets, properties and facilities in their current working order condition and repair as of the Execution Date, ordinary wear and tear excepted, (iii) maintain their respective books and records on a basis consistent with prior practice, (iv) maintain all Insurance Policies, or suitable replacements therefor, in full force and effect, (v) use commercially reasonable efforts to preserve

intact their business organizations and relationships with third parties (including creditors, lessors, licensors, suppliers, distributors and customers) and employees, (vi) manage working capital of the Debtors and their respective Subsidiaries only in the Ordinary Course of Business (including by not taking actions that have the effect of postponing or delaying the payment of any accounts payable or other liabilities or deferring expenditures to a later date), (vii) not (A) without the prior written consent of the Required Backstop Parties, enter into any Contract which would constitute a Material Contract after the applicable Debtor or Subsidiary executes and delivers such Contract, or (B) amend or supplement in any manner that is adverse to any of the Debtors or any of their respective Subsidiaries or terminate any Material Contract, and (viii) not take or permit the taking of any action not in the Ordinary Course of Business that would materially and adversely affect the Tax position or Tax attributes of the Debtors or any of their Subsidiaries following the Effective Date.

5.6. **Use of Proceeds.** The Debtors shall use the net cash proceeds from the sale of the Rights Offering Notes from the Rights Offering and the sale of the Backstop Notes pursuant to this Agreement solely for the purposes set forth in the Plan, the Disclosure Statement and the RSA.

5.7. **Access**. Promptly following the Execution Date, each of the Debtors will, and will use commercially reasonable efforts to cause its employees, officers, directors, managers, accountants, attorneys and other advisors (collectively, "Representatives") to, upon reasonably prior notice by the Backstop Parties, provide each of the Backstop Parties and its Representatives (and any financing sources of any of the Backstop Parties and their Representatives) with reasonable access to, during regular business hours (and without material disruption to the conduct of the Debtors' business) officers, management, employees and other Representatives of any of the Debtors or their respective Subsidiaries and to assets, properties, Contracts, books, records and any other information concerning the business and operations of any of the Debtors or their respective Subsidiaries as any of the Backstop Parties or any of their respective Representatives may reasonably request.

5.8. **HSR Act and Foreign Competition Filings**. The Debtors shall promptly prepare and file all necessary documentation and effect all applications that are necessary under the HSR Act or any applicable foreign competition Laws so that all applicable waiting periods shall have expired or been terminated thereunder with respect to the purchase of Backstop Notes hereunder, the issuance and purchase of Rights Offering Notes in connection with the Rights Offerings, or any of the other Contemplated Transactions in time for such transactions to be consummated within the timeframes contemplated hereunder, and not take any action, or fail to take any action, that is intended or reasonably likely to materially impede or delay the ability of the parties to obtain any necessary approvals required for the Contemplated Transactions. Without limiting the provisions of Section 2.2, the Debtors shall bear all costs and expenses of the Debtors, the Subsidiaries of the Debtors and the Backstop Parties in connection with the preparation or the making of any filing under the HSR Act or applicable foreign competition Laws, including any filing fees thereunder.

5.9. **Specified Issuances**. The Debtors shall:

(a) consult with the Backstop Parties with respect to the steps (the "Specified Issuance Steps") to be taken by the Debtors to ensure that (i) each of the Specified Issuances described in clauses (a) and (b) of the definition of Specified Issuances are exempt from the registration and prospectus delivery requirements of Section 5 of the Securities Act pursuant to Section 1145(a) of the Bankruptcy Code and (ii) the Specified Issuances described in clauses (c) through (f) of the definition of Specified Issuances are exempt from the registration and prospectus delivery requirements of Section 5 of the Securities Act pursuant to Section 1145(a) of the Bankruptcy Code, Section 4(a)(2) of the Securities Act and/or any other applicable exemption; and

(b) following preparation thereof, promptly provide copies of drafts of all documents, instruments, questionnaires, agreements and other materials to be entered into, delivered, distributed or otherwise used in connection with the Specified Issuances (the "Specified Issuance Documentation") for review and comment by the Backstop Parties. Any comments received by the Debtors from the Required Backstop Parties or their respective Representatives with respect to the Specified Issuance Steps or the Specified Issuance Documentation shall be considered by them in good faith and, to the extent the Debtors disagree with any such comments, they shall inform the Backstop Parties thereof and discuss the same with the Backstop Parties prior to taking such Specified Issuance Steps or delivering, distributing, entering into or using any such Specified Issuance Documentation.

5.10. **Milestones**. The Debtors shall comply with each of the milestones set forth in Section 4 of the RSA.

5.11. **RSA Covenants.** Each of the covenants and agreements set forth in Section 6 of the RSA (as in effect on the Execution Date) (collectively, the "RSA Covenants") are hereby incorporated herein by reference with full force and effect as if fully set forth herein by applying the provisions thereof *mutatis mutandis* (such that all changes and modifications to the defined terms and other terminology used in the RSA Covenants shall be made so that the RSA Covenants can be applied in a logical manner in this Agreement), and the Debtors shall perform, abide by and observe, for the benefit of the Backstop Parties, all of the RSA Covenants as incorporated herein and modified hereby, and without giving effect to any amendment, modification, supplement, forbearance, waiver or termination of or to any of the RSA Covenants that are made or provided under the terms of the RSA, other than any amendment, modification, supplement, forbearance, waiver or termination of or to any of the RSA Covenants which (a) the Required Backstop Parties have provided their prior written consent or (b) have the effect of making such RSA Covenant more favorable to the Required Backstop Parties, as determined by the Required Backstop Parties in their sole discretion. The Debtors shall not assert, or support any assertion by any third party, that the RSA Covenants, as incorporated herein and modified hereby, are not enforceable by the Backstop Parties by reason of the fact that the RSA Covenants are included in a Contract that was entered into by the Debtors prior to the Petition Date or otherwise, or that the Required Backstop Parties shall be required to obtain relief from the automatic stay from the Bankruptcy Court as a condition to the right of the Required Backstop Parties to terminate this Agreement pursuant to Section 8(b) on account of a breach or violation of any of the RSA Covenants; provided that the Debtors' entry into and approval by the Bankruptcy Court of this

Agreement shall not be construed as assumption by the Debtors or approval by the Bankruptcy Court of the RSA.

5.12. **DIP Covenants.** Each of the covenants and agreements set forth in Section 5 and Section 6 of the DIP TL Credit Agreement (as in effect on the Execution Date) (collectively, the "DIP Covenants") are hereby incorporated herein by reference with full force and effect as if fully set forth herein by applying the provisions thereof *mutatis mutandis* (such that all changes and modifications to the defined terms and other terminology used in the DIP Covenants shall be made so that the DIP Covenants can be applied in a logical manner in this Agreement, including by construing each reference therein to "Required Lenders" as a reference to Required Backstop Parties), and the Debtors shall perform, abide by and observe, for the benefit of the Backstop Parties, all of the DIP Covenants as incorporated herein and modified hereby, and without giving effect to any amendment, modification, supplement, forbearance, waiver or termination of or to any of the DIP Covenants that are made or provided under the terms of the DIP TL Credit Agreement, other than any amendment, modification, supplement, forbearance, waiver or termination of or to any of the DIP Covenants which (a) the Required Backstop Parties have provided their prior written consent or (b) have the effect of making such DIP Covenant more favorable to the Required Backstop Parties, as determined by the Required Backstop Parties in their sole discretion. The Debtors shall not assert, or support any assertion by any third party (including any DIP Lender), that the Required Backstop Parties shall be required to obtain relief from the automatic stay from the Bankruptcy Court as a condition to the right of the Required Backstop Parties to terminate this Agreement pursuant to Section 8(b) on account of a breach or violation of any of the DIP Covenants.

5.13. **DTC Eligibility**. At the request of the Required Backstop Parties, the Debtors shall use their reasonable best efforts to promptly make all New Secured Notes eligible for deposit with DTC.

6. **Covenants of the Backstop Parties**.

6.1. **Rights Offering.** Each Backstop Party shall use its commercially reasonable efforts in working together with the Debtors in good faith and to take or cause to be taken all actions, and do or cause to be done all things, reasonably necessary, proper or advisable such that the Debtors can timely finalize and file the Rights Offering Documentation with the Bankruptcy Court and obtain approval thereof.

6.2. **Conditions Precedent**. Each Backstop Party shall use its commercially reasonable efforts to satisfy or cause to be satisfied on or prior to the Effective Date all the conditions precedent applicable to such Backstop Party set forth in Section 7.2 hereof; provided, however, that nothing contained in this Section 6.2 shall obligate the Backstop Parties to waive any right or condition under this Agreement, the RSA, the Plan or any of the other Definitive Documentation.

6.3. **HSR Act and Foreign Competition Filings**. Each Backstop Party shall promptly prepare and file all necessary documentation and effect all applications that are necessary under the HSR Act or any applicable foreign competition Laws so that all applicable waiting periods shall have expired or been terminated thereunder with respect to the purchase of Backstop

Notes hereunder, the issuance and purchase of Rights Offering Securities in connection with the Rights Offerings or any of the other Contemplated Transactions within the timeframes contemplated hereunder, and not take any action that is intended or reasonably likely to materially impede or delay the ability of the parties to obtain any necessary approvals required for the Contemplated Transactions. Anything herein to the contrary notwithstanding, none of the Backstop Parties (or their respective ultimate parent entities, as such term is used in the HSR Act) shall be required to (a) disclose to any other party hereto any information contained in its HSR Notification and Report Form or filings under any applicable foreign competition Laws that such party, in its sole discretion, deems confidential, except as may be required by applicable Laws as a condition to the expiration or termination of all applicable waiting periods under the HSR Act and any applicable foreign competition Laws, (b) agree to any condition, restraint or limitation relating to its or any of its Affiliates' ability to freely own or operate all or a portion of its or any of its Affiliates' businesses or assets, (c) hold separate (including by trust or otherwise) or divest any of its or any of its Affiliates' businesses or assets, or (d) hold separate (including by trust or otherwise) or divest any assets of any of the Debtors or any of their respective Subsidiaries. Without limiting the provisions of Section 2.2, the Debtors shall bear all costs and expenses of the Debtors, the Subsidiaries of the Debtors and the Backstop Parties in connection with the preparation or the making of any filing under the HSR Act or any applicable foreign competition Laws, including any filing fees thereunder.

6.4. **Specified Issuances**. Each Backstop Party shall use commercially reasonable efforts in working together with the Debtors in good faith and to take or cause to be taken all actions, and do or cause to be done all things, reasonably necessary, proper or advisable to timely finalize the Specified Issuance Documentation.

7. **Conditions to Closing**.

7.1. **Conditions Precedent to Obligations of the Backstop Parties.** The obligations of the Backstop Parties to subscribe for and purchase Backstop Notes (other than the Put Option Notes) pursuant to their respective Backstop Commitments are subject to the satisfaction (or waiver in writing by the Required Backstop Parties) of each of the following conditions prior to or on the Effective Date:

(a) RSA. None of the following shall have occurred: (i) the RSA shall not have been terminated by (1) the Debtors or (2) Consenting Noteholders holding, in the aggregate, more than one-third in principal amount of the Senior Notes Claims, (ii) the RSA shall not have been invalidated or deemed unenforceable by the Bankruptcy Court or any other Governmental Body, (iii) no Noteholder Termination Event shall have occurred that was not waived in writing by the Required Backstop Parties and (iv) there shall not be continuing any cure period with respect to any event, occurrence or condition that would permit the Required Backstop Parties to terminate the RSA in accordance with its terms.

(b) Plan and Plan Supplement. The Plan, as confirmed by the Bankruptcy Court, shall be consistent in all material respects with the terms of the RSA and otherwise in form and substance reasonably acceptable to the Required Backstop Parties. The Plan Supplement (including all schedules, documents and forms of documents contained therein or constituting a

part thereof) shall be consistent in all material respects with the terms of the RSA and otherwise in form and substance reasonably acceptable to the Required Backstop Parties.

(c) Disclosure Statement. The Disclosure Statement shall be consistent in all material respects with the terms of the RSA and otherwise in form and substance reasonably acceptable to the Required Backstop Parties.

(d) Solicitation Order. (i) The Bankruptcy Court shall have entered the Solicitation Order, which among other things shall approve the Rights Offering Procedures, (ii) the Solicitation Order shall be consistent in all material respects with the terms of this Agreement and the RSA and otherwise in form and substance reasonably acceptable to the Required Backstop Parties, and (iii) the Solicitation Order shall be a Final Order.

(e) Backstop Order. (i) The Bankruptcy Court shall have entered the Backstop Order, (ii) the Backstop Order shall be consistent in all material respects with the terms of this Agreement and the RSA and otherwise in form and substance reasonably acceptable to the Required Backstop Parties, and (iii) the Backstop Order shall be a Final Order.

(f) Confirmation Order. (i) The Bankruptcy Court shall have entered the Confirmation Order, (ii) the Confirmation Order shall be consistent in all material respects with the terms of this Agreement and the RSA and otherwise in form and substance reasonably acceptable to the Required Backstop Parties, and (iii) the Confirmation Order shall be a Final Order. Without limiting the generality of the foregoing, the Confirmation Order shall contain the following specific findings of fact, conclusions of Law and Orders: (A) each of the Specified Issuances described in clauses (a) and (b) of the definition of "Specified Issuances" are exempt from the registration and prospectus delivery requirements of Section 5 of the Securities Act pursuant to section 1145(a) of the Bankruptcy Code; (B) each of the Specified Issuances described in clauses (c)-(f) of the definition of "Specified Issuances" are exempt from the registration and prospectus delivery requirements of Section 5 of the Securities Act pursuant to section 1145(a) of the Bankruptcy Code, Section 4(a)(2) of the Securities Act and/or other applicable exemption; (C) the solicitation of acceptance or rejection of the Plan by the Backstop Parties and/or any of their respective Related Persons (if any such solicitation was made) was done in good faith and in compliance with the applicable provisions of the Bankruptcy Code and, as such, the Backstop Parties and any of their respective Related Persons are entitled to the benefits and protections of section 1125(e) of the Bankruptcy Code; and (D) the participation by the Backstop Parties and/or any of their respective Related Persons in the offer, issuance, sale or purchase of any security offered, issued, sold or purchased under the Plan (if any such participation was made) was done in good faith and in compliance with the applicable provisions of the Bankruptcy Code and, as such, the Backstop Parties and any of their respective Related Persons are entitled to the benefits and protections of section 1125(e) of the Bankruptcy Code.

(g) Conditions to Confirmation and Effectiveness. The conditions to confirmation of the Plan and the conditions to the Effective Date set forth in the Plan shall have been satisfied (or waived with the prior written consent of the Required Backstop Parties) in accordance with the Plan, and the Effective Date shall have occurred or shall occur simultaneously with the Closing.

(h) Rights Offering. (i) The Rights Offering shall have been conducted and consummated in accordance with the Plan, the Rights Offering Procedures, and this Agreement, and (ii) all Rights Offering Notes (other than any Unsubscribed Notes) shall have been (or concurrently with the Closing will be) issued and sold in connection with the Rights Offering.

(i) New Secured Notes. (i) Each of the New Secured Notes Documents shall (x) have been executed, authenticated and/or delivered by the Reorganized Debtors and each Person required to execute, authenticate and/or deliver the same (which, in the case of the New Secured Notes Indenture, shall include the trustee thereunder unless the Plan or the Confirmation Order provides that the New Secured Notes Documents are deemed binding on such trustee), (y) be consistent in all material respects with the terms of the RSA, the New Secured Notes Term Sheet, and otherwise in form and substance reasonably acceptable to the Required Backstop Parties, and (z) be in full force and effect, and (ii) the liens on and security interest in the Reorganized Debtors' assets securing the Reorganized Debtors' obligations under the New Secured Notes shall have been duly and validly created and perfected in a manner that is reasonably acceptable to the Required Backstop Parties.

(j) New Certificate of Incorporation. (i) The certificate of incorporation of the Company shall have been amended and restated in its entirety to be consistent in all material respects with the terms of the RSA and otherwise in form and substance reasonably acceptable to the Required Backstop Parties (the "New Certificate of Incorporation"), (ii) the New Certificate of Incorporation shall have been duly executed and acknowledged by the Company in accordance with applicable Law and filed with the Secretary of State of the State of Delaware, (iii) the Required Backstop Parties shall have received evidence that the New Certificate of Incorporation has been duly filed with the Secretary of State of the State of Delaware, and (iv) the New Certificate of Incorporation shall be in full force and effect.

(k) New Stockholders Agreement. (i) Reorganized Company and all Persons that are entitled to receive shares of New Common Stock pursuant to the Plan shall have executed and delivered the New Stockholders Agreement or otherwise be deemed party to the New Stockholder Agreement pursuant to the Plan and the Confirmation Order, and (ii) the New Stockholders Agreement shall be (x) consistent in all material respects with the terms of the RSA and otherwise in form and substance reasonably acceptable to the Required Backstop Parties, and (y) in full force and effect.

(l) New Registration Rights Agreement. If elected by the Required Backstop Parties, (i) Reorganized Company shall have executed and delivered the New Registration Rights Agreement, and (ii) the New Registration Rights Agreement shall be (x) consistent in all material respects with the terms of the RSA and otherwise in form and substance reasonably acceptable to the Required Backstop Parties, and (y) in full force and effect.

(m) Other Definitive Documentation. (i) All Definitive Documentation (other than those Definitive Documentation described in a separate clause of this Section 7.1) shall have been executed, delivered and/or filed by the parties thereto, (ii) such Definitive Documentation shall be consistent in all material respects with the terms of the RSA and otherwise in form and substance reasonably acceptable to the Required Backstop Parties, and (iii) such Definitive Documentation shall be in full force and effect.

(n) No Injunctions or Restraints; Illegality. No temporary restraining order, preliminary or permanent injunction, judgment or other Order preventing the consummation of any of the transactions contemplated by this Agreement or any of the other Contemplated Transactions shall have been entered, issued, rendered or made, nor shall any Proceeding seeking any of the foregoing be commenced, pending or threatened; nor shall there be any Law promulgated, enacted, entered, enforced or deemed applicable to any of the Backstop Parties or any of the Debtors which makes the consummation of any of the transactions contemplated by this Agreement or any of the other Contemplated Transactions (including, without limitation, each of the Specified Issuances) illegal or void.

(o) Notices and Consents. All Governmental Body and material third party notifications, filings, waivers, authorizations and other Consents, including Bankruptcy Court approval, necessary or required for the consummation of any of the transactions contemplated by this Agreement or any of the other Contemplated Transactions or the effectiveness of the Plan, shall have been obtained, not be subject to unfulfilled conditions and be in full force and effect; and all applicable waiting periods shall have expired without any action being taken or threatened by any Governmental Body that would restrain, prevent or otherwise impose materially adverse conditions on any of the transactions contemplated by this Agreement or any of the other Contemplated Transactions.

(p) Proceedings. There shall be no pending, existing, instituted, outstanding or threatened Proceeding by (x) any Person (other than a Governmental Body) involving any of the Debtors or any of their respective current or former officers, employees or directors (in their capacities as such) or (y) any Governmental Body involving any of the Debtors or any of their respective current or former officers, employees or directors (in their capacities as such), in each case that is material to the Debtors and would materially and adversely affect the ability of the Debtors to perform their obligations under, or to consummate the transactions contemplated hereby or the other Contemplated Transactions.

(q) Representations and Warranties. Each of (i) the representations and warranties of the Debtors in this Agreement (other than the Fundamental Representations) that are not qualified as to "materiality" or "Material Adverse Effect" shall be true and correct in all material respects, (ii) the representations and warranties of the Debtors in this Agreement (other than the Fundamental Representations) that are qualified as to "materiality" or "Material Adverse Effect" shall be true and correct in all respects, and (iii) the Fundamental Representations shall be true and correct in all respects, in each case of clauses (i), (ii) and (iii), at and as of the Execution Date and at and as of the Effective Date as if made at and as of the Effective Date (except for representations and warranties made as of a specified date, which shall be true and correct only as of the specified date).

(r) Covenants. Each of the Debtors shall have complied in all material respects with all covenants in this Agreement and the RSA that are applicable to the Debtors.

(s) Backstop Expenses. The Debtors shall have paid all Backstop Expenses that have been invoiced and that are accrued and remain unpaid as of the Effective Date in accordance with the terms of this Agreement, and no Backstop Expenses shall be required to be repaid or otherwise disgorged to the Debtors or any other Person.

(t) Material Adverse Effect. No Material Adverse Effect shall have occurred since the Execution Date (other than the events and circumstances contemplated under the RSA).

(u) Put Option Notes. The Company shall have issued and delivered the Put Option Notes in accordance with Sections 1.3, and no portion of the Put Option Notes shall have been invalidated or avoided.

(v) Backstop Certificates. The Backstop Parties shall have received a Backstop Certificate in accordance with Section 1.1(b).

(w) No Registration; Compliance with Securities Laws. No Proceeding shall be pending or threatened by any Governmental Body or other Person that alleges that any of the Specified Issuances is not exempt from the registration and prospectus delivery requirements of Section 5 of the Securities Act.

(x) Officer's Certificate. The Backstop Parties shall have received on and as of the Effective Date a certificate of an executive officer of the Debtors confirming that the conditions set forth in Sections 7.1(p), 7.1(q), 7.1(r) and 7.1(t) hereof have been satisfied.

(y) [Reserved].

(z) Opinions. The Debtors shall have delivered to the Backstop Parties (i) opinions of counsel to the Debtors, dated as of the Effective Date and addressed to the Backstop Parties, addressing such matters that the Required Backstop Parties reasonably request in connection with the closing of the offering through DTC related to the offer, issuance, and sale of the New Secured Notes, and the transactions contemplated by this Agreement and the other Definitive Documents, and such opinions shall be in form and substance reasonably acceptable to the Required Backstop Parties, and (ii) any other agreement, certificate, opinion, or other documentation reasonably requested by the Required Backstop Parties to consummate the Contemplated Transactions.

(aa) Valid Issuance. The Backstop Notes shall be, upon issuance, validly issued, fully paid, non-assessable and free and clear of all Taxes, Encumbrances, pre-emptive rights, rights of first refusal, subscription rights and similar rights, except for any restrictions on transfer as may be imposed by applicable securities Laws.

(bb) [Reserved].

(cc) Minimum Liquidity Amount. After giving effect to the Exit Payments, the Exit Liquidity Amount shall not be less than the Minimum Liquidity Amount. Not less than five (5) Business Days prior to the anticipated Effective Date, the Company shall have delivered to the Backstop Parties a certificate, executed by an executive officer of the Company, which shall set forth a reasonably detailed calculation by the Company of the Exit Liquidity Amount.

(dd) [Reserved].

(ee) Securities of the Debtors. On the Effective Date (after giving effect to the consummation of the transactions contemplated by the Plan), other than (i) the shares of New

Common Stock issued to holders of Allowed Senior Notes Claims and Allowed General Unsecured Claims pursuant to the Plan, (ii) the New Secured Notes issued and sold to Rights Offering Participants pursuant to the Rights Offering and to the Backstop Parties pursuant to this Agreement, (iii) the shares of New Common Stock reserved for issuance upon conversion of the New Secured Notes in accordance with the terms of the New Certification of Incorporation and the New Secured Notes Documents, and (vi) Interests of a Debtor (other than the Company) owned solely by another Debtor, no (A) Interests of any Debtor or (B) pre-emptive rights, rights of first refusal, subscription rights and/or similar rights to acquire any Interests of any Debtor (except, in the case of this clause (B), any such rights with respect to shares of New Common Stock that are expressly set forth in the New Stockholders Agreement), in any such case will be issued, outstanding or in effect.

7.2. **Conditions Precedent to Obligations of the Company.** The obligations of the Company to issue and sell the Backstop Notes to each of the Backstop Parties pursuant to this Agreement are subject to the following conditions precedent, each of which may be waived in writing by the Company:

(a) [Reserved]

(b) Plan and Plan Supplement. The Plan, as confirmed by the Bankruptcy Court, shall be consistent in all material respects with the terms of the RSA and otherwise in form and substance reasonably acceptable to the Debtors. The Plan Supplement (including all schedules, documents and forms of documents contained therein or constituting a part thereof) and all other Definitive Documentation shall be consistent in all material respects with the terms of the RSA and otherwise in form and substance reasonably acceptable to the Debtors.

(c) Disclosure Statement. The Disclosure Statement shall be consistent in all material respects with the terms of the RSA and otherwise in form and substance reasonably acceptable to the Debtors.

(d) Confirmation Order. (i) The Bankruptcy Court shall have entered the Confirmation Order, (ii) the Confirmation Order shall be consistent in all material respects with the terms of this Agreement and the RSA and otherwise in form and substance reasonably acceptable to the Debtors, and (iii) the Confirmation Order shall be a Final Order.

(e) Solicitation Order. (i) The Bankruptcy Court shall have entered the Solicitation Order, (ii) the Solicitation Order shall be consistent in all material respects with the terms of this Agreement and the RSA and otherwise in form and substance reasonably acceptable to the Debtors, and (iii) the Solicitation Order shall be a Final Order.

(f) Backstop Order. (i) The Bankruptcy Court shall have entered the Backstop Order, (ii) the Backstop Order shall be consistent in all material respects with the terms of this Agreement and the RSA and otherwise in form and substance reasonably acceptable to the Debtors, and (iii) the Backstop Order shall be a Final Order.

(g) Conditions to Confirmation and Effectiveness. The conditions to confirmation of the Plan and the conditions to the Effective Date set forth in the Plan shall have

been satisfied or waived in accordance with the Plan, and the Effective Date shall have occurred or shall occur simultaneously with the Closing.

(h) Rights Offerings. The Rights Offerings shall have been consummated.

(i) No Injunctions or Restraints; Illegality. No temporary restraining order, preliminary or permanent injunction, judgment or other Order preventing the consummation of any of the transactions contemplated by this Agreement or any of the other Contemplated Transactions shall have been entered, issued, rendered or made, nor shall any Proceeding seeking any of the foregoing be commenced, pending or threatened; nor shall there be any Law promulgated, enacted, entered, enforced or deemed applicable to the Backstop Parties or the Debtors which makes the consummation of any of the transactions contemplated by this Agreement or any of the other Contemplated Transactions (including, without limitation, each of the Specified Issuances) illegal or void.

(j) Representations and Warranties and Covenants. (i) Each of (x) the representations and warranties of each Backstop Party in this Agreement that are not qualified as to "materiality" or "material adverse effect" shall be true and correct in all material respects and (y) the representations and warranties of each Backstop Party that are qualified as to "materiality" or "material adverse effect" shall be true and correct, in each case of clauses (x) and (y), at and as of the Execution Date and at and as of the Effective Date as if made at and as of the Effective Date (except for representations and warranties made as of a specified date, which shall be true and correct only as of the specified date) and (ii) each Backstop Party shall have complied in all material respects with all covenants in this Agreement applicable to it, except, in any such case of clause (i) or clause (ii) above, to the extent that any such inaccuracy or non-compliance would not reasonably be expected to prohibit, materially delay or materially and adversely impact such Backstop Party's performance or consummation of its obligations under this Agreement.

(k) RSA. The RSA remains in full force and effect in accordance with its terms and shall not have been terminated in accordance with its terms.

8. **Termination**.

(a) Unless earlier terminated in accordance with the terms of this Agreement, this Agreement (including the Backstop Commitments contemplated hereby) shall terminate automatically and immediately, without a need for any further action on the part of (or notice provided to) any Person, upon the earlier to occur of:

(i) the Bankruptcy Court enters an Order converting the Chapter 11 Cases to cases under Chapter 7 of the Bankruptcy Code, appointing a trustee or custodian for any of the Debtors or dismissing the Chapter 11 Cases; and

(ii) the date of any termination of the RSA with respect to all Consenting Noteholders;

(b) This Agreement (including the Backstop Commitments contemplated hereby) may be terminated and the transactions contemplated hereby may be abandoned at any

time by the Backstop Parties effective immediately upon the giving by the Required Backstop Parties of written notice of termination to the Debtors:

(i) if (x) any of the Debtors shall have materially breached or materially failed to perform any of their respective representations, warranties, covenants or other obligations contained in this Agreement, or any representation or warranty of any of the Debtors in this Agreement shall have become untrue (determined as if the Debtors made their respective representations and warranties at all times on and after the Execution Date and prior to the date this Agreement is terminated), and (y) any such breach, failure to perform or occurrence referred to in clause (x) above (A) would result in a failure of a condition set forth in Section 7.1(q), Section 7.1(r) or Section 7.1(t) and (B) is not curable or able to be performed by the Drop-Dead Date, or, if curable or able to be performed by the Drop-Dead Date, is not cured or performed within ten (10) Business Days after written notice of such breach, failure or occurrence is given to the Debtors by the Required Backstop Parties (it being understood and agreed that the failure by the Debtors to comply with any of the covenant set forth in Section 5.10 by the deadlines set forth therein will result in a failure of a condition set forth in Section 7.1 and shall not be subject to cure); provided, that, this Agreement shall not terminate pursuant to this Section 8(b)(i) if any Backstop Party is then in willful or intentional breach of this Agreement;

(ii) if any of the conditions set forth in Section 7.1 hereof become incapable of fulfillment prior to the Drop-Dead Date (other than as a result of the failure of the Backstop Parties to fulfill or comply with their obligations hereunder);

(iii) the occurrence of a Triggering Event;

(iv) the occurrence of (A) an acceleration of the obligations or termination of commitments under the DIP TL Credit Agreement or (B) a refunding, replacement or refinancing of the obligations under the DIP TL Credit Agreement;

(v) if a Funding Default shall occur and Non-Defaulting Backstop Parties do not elect to commit to purchase all of the Default Notes after the process for exercising the Default Purchaser Rights has been exhausted in accordance with Section 1.2(c) hereof;

(vi) if a Noteholder Termination Event (other than clause (m) of Section (7) of the RSA) shall occur without giving effect to any waivers of a Noteholder Termination Event;

(vii) the Solicitation Order, the Backstop Order or the Confirmation Order is terminated, reversed, stayed, dismissed, vacated, or reconsidered, or any such Order is modified or amended after entry without the prior acquiescence or written consent (not to be unreasonably withheld, conditioned or delayed) of the Required Backstop Parties in a manner that prevents or prohibits the consummation of the Contemplated Transactions or any of the Definitive Documentation in a way

that cannot be remedied by the Debtors subject to the reasonable satisfaction of the Required Backstop Parties;

(viii) if any Order has been entered by any Governmental Body that operates to materially prevent, restrict or alter the implementation of the Plan, the Rights Offering or any of the Contemplated Transactions; or

(ix) if the Closing shall not occur on or prior to October 10, 2020 (the "Drop-Dead Date").

(c) This Agreement (including the Backstop Commitments contemplated hereby) may be terminated at any time by the Debtors effective immediately upon the Debtors' giving of written notice of termination to the Backstop Parties:

(i) if (x) any of the Backstop Parties shall have materially breached or materially failed to perform any of their respective representations, warranties, covenants or other obligations contained in this Agreement, or any representation or warranty of any of the Backstop Parties in this Agreement shall have become untrue (determined as if the Backstop Parties made their respective representations and warranties at all times on and after the Execution Date and prior to the date this Agreement is terminated), and (y) any such breach, failure to perform or occurrence referred to in clause (x) above (A) would result in a failure of a condition set forth in Section 7.2(j) and (B) is not curable or able to be performed by the Drop-Dead Date, or, if curable or able to be performed by the Drop-Dead Date, is not cured or performed within ten (10) Business Days after written notice of such breach, failure or occurrence is given to the Required Backstop Parties by the Debtors; provided, that, this Agreement shall not terminate pursuant to this Section 8(b)(i) if any Debtor is then in willful or intentional breach of this Agreement; provided, further, that if a Funding Default shall occur, the Debtors shall not be permitted to terminate this Agreement and the transactions contemplated hereby pursuant to this Section 8(c) unless Non-Defaulting Backstop Parties do not elect to commit to purchase all of the Default Notes after the process for exercising Default Purchase Rights has been exhausted in accordance with Section 1.2(c);

(ii) if any of the conditions set forth in Section 7.2 hereof become incapable of fulfillment prior to the Drop-Dead Date (other than as a result of the failure of the Debtors to fulfill or comply with their obligations hereunder);

(iii) if an HCR Termination Event shall occur without giving effect to any waivers of an HCR Termination Event;

(iv) if any Order has been entered by any Governmental Body that operates to prevent, restrict or alter the implementation of the Plan, the Rights Offering or any of the Contemplated Transactions, in each case, on substantially the terms provided for herein or therein, in a way that cannot be remedied in all material respects by the Debtors in a manner reasonably satisfactory to the Required Backstop Parties; or

(v) the Solicitation Order, the Backstop Order or the Confirmation Order is terminated, reversed, stayed, dismissed, vacated, or reconsidered, or any such Order is modified or amended after entry without the prior acquiescence or written consent (not to be unreasonably withheld, conditioned or delayed) of the Debtors in a manner that prevents or prohibits the consummation of the Contemplated Transactions or any of the Definitive Documentation in a way that cannot be remedied by the Backstop Parties subject to the reasonable satisfaction of the Debtors.

(d) This Agreement (including the Backstop Commitments contemplated hereby) may be terminated at any time by mutual written consent of the Debtors and the Required Backstop Parties.

(e) In the event of a termination of this Agreement in accordance with this Section 8 at a time after all or any portion of the Purchase Price for Backstop Notes has been deposited into the Deposit Account by any of the Backstop Parties, the Backstop Parties that have deposited such Purchase Price (or portion thereof) shall be entitled to the return of such amount. In such a case, the Backstop Parties and the Debtors hereby agree to execute and deliver to the Subscription Agent, promptly after the effective date of any such termination (but in any event no later than two (2) Business Days after any such effective date), a letter instructing the Subscription Agent to pay to each applicable Backstop Party, by wire transfer of immediately available funds to an account designated by such Backstop Party, the amount of Purchase Price that such Backstop Party is entitled to receive pursuant to this Section 8(e); provided that, if the Required Backstop Parties elect to establish an Escrow Account pursuant to Section 1.2(b), any return of the Purchase Price for Backstop Notes deposited in the Escrow Account shall be pursuant to terms of the Escrow Agreement.

(f) In the event of a termination of this Agreement in accordance with this Section 8, the provisions of this Agreement shall immediately become void and of no further force or effect (other than Sections 2.2, 2.3, 2.4, 8, 9, 10, 12 and 13 hereof (and any defined terms used in any such Sections (but solely to the extent used in any such Sections)), and other than in respect of any liability of any party for any breach of this Agreement prior to such termination, which shall in each case expressly survive any such termination).

(g) Each Debtor hereby acknowledges and agrees and shall not dispute that the giving of notice of termination by the Required Backstop Parties pursuant to this Agreement shall not be a violation of the automatic stay of section 362 of the Bankruptcy Code (and each Debtor hereby waives, to the greatest extent possible, the applicability of the automatic stay to the giving of such notice).

9. **Indemnification**.

(a) Whether or not the transactions contemplated by this Agreement or any of the other Contemplated Transactions are consummated, the Debtors hereby agree, jointly and severally, to indemnify and hold harmless each of the Backstop Parties and each of their respective Affiliates, stockholders, equity holders, members, partners, managers, officers, directors, employees, attorneys, accountants, financial advisors, consultants, agents, advisors and controlling

persons (each, in such capacity, an "Indemnified Party") from and against any and all losses, claims, damages, liabilities, penalties, judgments, settlements, costs and expenses, including reasonable attorneys' fees (other than Taxes of the Backstop Parties except to the extent otherwise provided for in Section 2.1(b) of this Agreement), whether or not related to a third party claim, imposed on, sustained, incurred or suffered by, or asserted against, any Indemnified Party as a result of, arising out of, related to or in connection with, directly or indirectly, this Agreement, the Backstop Commitments or the Rights Offering, or, subject to Section 10, any breach by any Debtor of any of its representations, warranties and/or covenants set forth in this Agreement, or any claim, litigation, investigation or other Proceeding relating to or arising out of any of the foregoing, regardless of whether any such Indemnified Party is a party thereto, and to reimburse each such Indemnified Party for the reasonable and documented legal or other out-of-pocket costs and expenses as they are incurred in connection with investigating, monitoring, responding to or defending any of the foregoing (collectively, "Losses"); provided, that the foregoing indemnification will not, as to any Indemnified Party, apply to Losses that (i) are determined by a final, non-appealable decision by the Bankruptcy Court to have resulted from (y) any act by such Indemnified Party that constitutes fraud, bad faith, gross negligence or willful misconduct or (z) the breach by such Indemnified Party of its obligations under this Agreement or the RSA, or (ii) as to a Defaulting Backstop Party, its Related Persons or any Indemnified Party related thereto, are caused by a Funding Default by such Backstop Party. If for any reason the foregoing indemnification is unavailable to any Indemnified Party or insufficient to hold it harmless, then the Debtors shall contribute to the amount paid or payable by such Indemnified Party as a result of such Loss in such proportion as is appropriate to reflect not only the relative benefits received by the Debtors, on the one hand, and such Indemnified Party, on the other hand, but also the relative fault of the Debtors, on the one hand, and such Indemnified Party, on the other hand, as well as any relevant equitable considerations. It is hereby agreed that the relative benefits to the Debtors, on the one hand, and all Indemnified Parties, on the other hand, shall be deemed to be in the same proportion as (i) the total value received or proposed to be received by the Debtors pursuant to the sale of the maximum number of Backstop Notes to the Backstop Parties pursuant to this Agreement bears to (ii) the value of the Put Option Notes issued or proposed to be issued to the Backstop Parties in connection with such sales. The Debtors also agree that no Indemnified Party shall have any liability based on its exclusive or contributory negligence or otherwise to the Debtors, any Person asserting claims on behalf of or in right of the Debtors, or any other Person in connection with or as a result of this Agreement, the Backstop Commitments, the Backstop Notes, either of the Rights Offering, any of the Definitive Documentation, the Plan (or the solicitation thereof), the Chapter 11 Cases or the transactions contemplated hereby or thereby or any of the other Contemplated Transactions, except as to any Indemnified Party to the extent that any Losses incurred by the Debtors (i) are determined by a final, non-appealable decision by the Bankruptcy Court to have resulted from (y) any act by such Indemnified Party that constitutes fraud, bad faith, gross negligence or willful misconduct or (z) the breach by such Indemnified Party of its obligations under this Agreement or the RSA, or (ii) as to a Defaulting Backstop Party, its Related Persons or any Indemnified Party related thereto, are caused by a Funding Default by such Backstop Party. The terms set forth in this Section 9 shall survive termination of this Agreement and shall remain in full force and effect regardless of whether the transactions contemplated by this Agreement or any of the other Contemplated Transactions are consummated. The indemnity and reimbursement obligations of the Debtors under this Section 9 are in addition to, and do not limit, the Debtors' obligations under Sections 2.2, 2.3 and 2.4.

(b) Promptly after receipt by an Indemnified Party of notice of the commencement of any claim, litigation, investigation or other Proceeding with respect to which such Indemnified Party may be entitled to indemnification hereunder ("Actions"), such Indemnified Party will, if a claim is to be made hereunder against the Debtors in respect thereof, notify the Debtors in writing of the commencement thereof; provided, that (i) the omission to so notify the Debtors will not relieve the Debtors from any liability that they may have hereunder except to the extent (and solely to the extent) they have been actually and materially prejudiced by such failure and (ii) the omission to so notify the Debtors will not relieve the Debtors from any liability that they may have to an Indemnified Party otherwise than on account of this Section 9. In case any such Actions are brought against any Indemnified Party and such Indemnified Party notifies in writing the Debtors of the commencement thereof, if the Debtors commit in writing to fully indemnify and hold harmless the Indemnified Party with respect to such Actions to the reasonable satisfaction of the Indemnified Party, without regard to whether the Effective Date occurs, the Debtors will be entitled to participate in such Actions, and, to the extent that the Debtors elect by written notice delivered to such Indemnified Party, to assume the defense thereof, with counsel reasonably satisfactory to such Indemnified Party, provided, that if the defendants in any such Actions include both such Indemnified Party and the Debtors and such Indemnified Party shall have concluded that there may be legal defenses available to it that are different from or additional to those available to the Debtors, such Indemnified Party shall have the right to select separate counsel to assert such legal defenses and to otherwise participate in the defense of such Actions on behalf of such Indemnified Party. Following the date of receipt by an Indemnified Party of such indemnification commitment from the Debtors and notice from the Debtors of their election to assume the defense of such Actions and approval by such Indemnified Party of counsel, the Debtors shall not be liable to such Indemnified Party for expenses incurred by such Indemnified Party in connection with the defense thereof or participation therein after such date (other than reasonable costs of investigation and monitoring) unless (w) such Indemnified Party shall have employed separate counsel in connection with the assertion of legal defenses in accordance with the proviso to the immediately preceding sentence (it being understood, however, that the Debtors shall not be liable for the expenses of more than one separate counsel representing the Indemnified Party who is party to such Action (in addition to one local counsel in each jurisdiction in which local counsel is required)), (x) the Debtors shall not have employed counsel reasonably satisfactory to such Indemnified Party to represent such Indemnified Party at the Debtors' expense within a reasonable time after notice of commencement of the Actions, (y) after the Debtors assume the defense of such Actions, such Indemnified Party determines in good faith that the Debtors are failing to reasonably defend against such Actions and provides written notice of such determination and the basis for such determination, and such failure is not reasonably cured within ten (10) Business Days of receipt of such notice or (z) any of the Debtors shall have authorized in writing the employment of counsel for such Indemnified Party.

(c) In connection with any Action for which an Indemnified Party is assuming the defense in accordance with this Section 9, the Debtors shall not be liable for any settlement of any Actions effected by such Indemnified Party without the written consent of the Debtors. If any settlement of any Action is consummated with the written consent of the Debtors or if there is a final judgment for the plaintiff in any such Action, the Debtors agree to indemnify and hold harmless each Indemnified Party from and against any and all Losses by reason of such settlement or judgment to the extent such Losses are otherwise subject to indemnification by the Debtors hereunder in accordance with, and subject to the limitations of, this Section 9. The Debtors shall

not, without the prior written consent of an Indemnified Party, effect any settlement, compromise or other resolution of any pending or threatened Actions in respect of which indemnity has been sought hereunder by such Indemnified Party unless such settlement, compromise or other resolution (i) includes an unconditional release of such Indemnified Party in form and substance satisfactory to such Indemnified Party from all liability on the claims that are the subject matter of such Actions and (ii) does not include any statement as to or any admission of fault, culpability or a failure to act by or on behalf of any Indemnified Party.

10. **Survival of Representations and Warranties**. Notwithstanding any investigation at any time made by or on behalf of any party hereto with respect to, or any knowledge acquired (or capable of being acquired) about, the accuracy or inaccuracy of or compliance with, any representation or warranty made by or on behalf of any party hereto, all representations and warranties contained in this Agreement and in the certificates delivered pursuant to Sections 7.1(v), 7.1(x), and 7.1(cc) hereof shall survive the execution, delivery and performance of this Agreement.

11. **Amendments and Waivers**. Any term of this Agreement may be amended or modified and the compliance with any term of this Agreement may be waived (either generally or in a particular instance and either retroactively or prospectively) only if such amendment, modification or waiver is signed, in the case of an amendment or modification, by the Required Backstop Parties and the Debtors, or in the case of a waiver, by the Required Backstop Parties (if compliance by the Debtors is being waived) or by the Required Backstop Parties and the Debtors (if compliance by any of the Backstop Parties is being waived); provided, however, that (a) Schedule 1 hereto may be updated in accordance with the terms of Section 13.1 hereof, (b) any amendment or modification to this Agreement that would have the effect of changing the Backstop Commitment Percentage or the Backstop Commitment Amount of any Backstop Party shall require the prior written consent of such Backstop Party, unless otherwise expressly contemplated by this Agreement, (c) any amendment or modification to (i) the definition of "Purchase Price", (ii) the allocation of the Put Option Notes among the Backstop Parties as set forth in Section 1.3, and (iii) the proviso set forth in the first sentence of Section 1.2(a), shall (in any such case) require the prior written consent of each Backstop Party adversely affected thereby, and (d) any amendment, modification or waiver to this Agreement that would adversely affect any of the rights or obligations (as applicable) of any Backstop Party set forth in this Agreement in a manner that is different or disproportionate in any material respect from the effect on the rights or obligations (as applicable) of the Required Backstop Parties set forth in this Agreement (other than in proportion to the amount of the Backstop Commitments held by each of the Backstop Parties) shall also require the written consent of such affected Backstop Party (it being understood that in determining whether consent of any Backstop Party is required pursuant to this clause (d), no personal circumstances of such Backstop Party shall be considered). No delay on the part of any party in exercising any right, power or privilege pursuant to this Agreement will operate as a waiver thereof, nor will any waiver on the part of any party of any right, power or privilege pursuant to this Agreement, or any single or partial exercise of any right, power or privilege pursuant to this Agreement, preclude any other or further exercise thereof or the exercise of any other right, power or privilege pursuant to this Agreement. The rights and remedies provided pursuant to this Agreement are cumulative and are not exclusive of any rights or remedies which any party otherwise may have at Law or in equity.

12. **Notices, etc.** Except as otherwise expressly provided in this Agreement, all notices, requests, demands, document deliveries and other communications under this Agreement shall be in writing and shall be deemed to have been duly given, provided, made or received (a) when delivered personally, (b) when sent by electronic mail ("e-mail") or facsimile, (c) one (1) Business Day after deposit with an overnight courier service or (d) three (3) Business Days after mailed by certified or registered mail, return receipt requested, with postage prepaid to the parties at the following addresses, facsimile numbers or e-mail addresses (or at such other address, facsimile number or e-mail address for a party as shall be specified by like notice):

(a) if to a Backstop Party, to the address, facsimile number or e-mail address for such Backstop Party set forth on Schedule 1 hereto,

with a copy to:

Paul, Weiss, Rifkind, Wharton & Garrison LLP
1285 Avenue of the Americas
New York, NY 10038

Attention:	Brian S. Hermann Elizabeth McColm
Fax:	(212) 492-0545
Email:	bhermann@paulweiss.com emccolm@paulweiss.com

(b) If to the Debtors at:

Hi-Crush Inc.
1330 Post Oak Blvd., #600
Houston, Texas 77056

Attention:	Robert E. Rasmus
Email:	razz@ redoakcap.com

with a copy to:

Latham & Watkins LLP
885 Third Avenue
New York, New York 10022

Attention:	Keith A. Simon Annemarie V. Reilly
Fax:	(212) 751-4864
Email:	keith.simon@lw.com annemarie.reilly@lw.com

13. **Miscellaneous**.

13.1. **Assignments.** This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and permitted assigns. Neither this Agreement nor any of the rights, interests or obligations under this Agreement shall be assigned by any of the parties (whether by operation of Law or otherwise) without the prior written consent of the Debtors and the Required Backstop Parties. Notwithstanding the immediately preceding sentence, any Backstop Party's rights, obligations or interests hereunder may be freely assigned, delegated or transferred, in whole or in part, by such Backstop Party, to (a) any other Backstop Party, (b) any Affiliate of a Backstop Party, or (c) any other Person not referred to in clause (a) or clause (b) above so long as such Person referred to in this clause (c) is approved in writing by the Required Backstop Parties prior to such assignment, delegation or transfer (for purposes of this clause (c), the Backstop Party proposing to make such assignment, delegation or transfer, and all of its Affiliates, shall be deemed to be Defaulting Backstop Parties for purposes of determining whether the definition of "Required Backstop Parties" has been satisfied); provided, that (x) any such assignee assumes the obligations of the assigning Backstop Party hereunder and agrees in writing prior to such assignment to be bound by the terms hereof in the same manner as the assigning Backstop Party, and (y) any assignee of a Backstop Commitment must be an Accredited Investor. Following any assignment described in the immediately preceding sentence, Schedule 1 hereto shall be updated by the Debtors (in consultation with the assigning Backstop Party and the assignee) solely to reflect (i)(A) the name and address of the applicable assignee or assignees, and (B) the Backstop Commitment Percentage and the Backstop Commitment Amount that shall apply to such assignee or assignees, in each case as specified by the assigning Backstop Party and the assignee or assignees, and (ii) any changes to the Backstop Commitment Percentage and the Backstop Commitment Amount applicable to the assigning Backstop Party, in each case as specified by the assigning Backstop Party and the assignee or assignees, (it being understood and agreed that updates to Schedule 1 hereto shall not result in an overall change to the aggregate Backstop Commitment Percentages and Backstop Commitment Amounts for all Backstop Parties). Any update to Schedule 1 hereto described in the immediately preceding sentence shall not be deemed an amendment to this Agreement. Notwithstanding the foregoing or any other provisions herein, unless otherwise agreed in any instance by the Debtors and the Required Backstop Parties (for purposes of this sentence, the Backstop Party making such assignment, and all of its Affiliates, shall be deemed to be Defaulting Backstop Parties for purposes of determining whether the definition of "Required Backstop Parties" has been satisfied), no assignment of obligations by a Backstop Party to an Affiliate of such Backstop Party will relieve the assigning Backstop Party of its obligations hereunder if any such Affiliate assignee fails to perform such obligations.

13.2. **Severability.** If any provision of this Agreement, or the application of any such provision to any Person or circumstance, shall be held invalid or unenforceable in whole or in part, such invalidity or unenforceability shall attach only to such provision or part thereof and the remaining part of such provision and this Agreement shall continue in full force and effect so long as the economic or legal substance of the transactions contemplated hereby is not affected in any manner materially adverse to any party hereto. Upon any such determination of invalidity, the parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in a reasonably acceptable manner in order that the transactions contemplated hereby are consummated as originally contemplated to the greatest extent possible.

13.3. **Entire Agreement.** This Agreement and the RSA constitute the entire understanding among the parties hereto with respect to the subject matter hereof and replace and supersede all prior agreements and understandings, both written and oral, among the parties hereto with respect to the subject matter hereof; provided, however, that any non-disclosure and confidentiality agreement between any Debtor and any Backstop Party shall survive the execution and delivery of this Agreement in accordance with its terms.

13.4. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which will be an original, and all of which, when taken together, will constitute one agreement. Delivery of an executed counterpart of this Agreement by facsimile or portable document format (PDF) will be effective as delivery of a manually executed counterpart of this Agreement.

13.5. **Governing Law & Jurisdiction**. This Agreement shall be governed by, and construed in accordance with, the laws of the State of New York, without regard to such state's choice of law provisions which would require the application of the law of any other jurisdiction, except where preempted by the Bankruptcy Code. By its execution and delivery of this Agreement, each Party irrevocably and unconditionally agrees for itself that any legal action, suit, or proceeding against it with respect to any matter arising under or arising out of or in connection with this Agreement or for recognition or enforcement of any judgment rendered in any such action, suit, or proceeding, may be brought in the United States District Court for the Southern District of New York, and by executing and delivering this Agreement, each of the Parties irrevocably accepts and submits itself to the exclusive jurisdiction of such court, generally and unconditionally, with respect to any such action, suit or proceeding. Notwithstanding the foregoing consent to New York jurisdiction, if the Chapter 11 Cases are commenced, each Party agrees that the Bankruptcy Court shall have exclusive jurisdiction of all matters arising out of or in connection with this Agreement. By executing and delivering this Agreement, and upon commencement of the Chapter 11 Cases, each of the Parties irrevocably and unconditionally submits to the personal jurisdiction of the Bankruptcy Court solely for purposes of any action, suit, proceeding, or other contested matter arising out of or relating to this Agreement, or for recognition or enforcement of any judgment rendered or order entered in any such action, suit, proceeding, or other contested matter.

13.6. **Waiver of Trial by Jury; Waiver of Certain Damages.** EACH OF THE PARTIES WAIVES ANY RIGHT TO HAVE A JURY PARTICIPATE IN RESOLVING ANY DISPUTE, WHETHER SOUNDING IN CONTRACT, TORT OR OTHERWISE, BETWEEN ANY OF THE PARTIES ARISING OUT OF, CONNECTED WITH, RELATING TO, OR INCIDENTAL TO THE RELATIONSHIP ESTABLISHED BETWEEN ANY OF THEM IN CONNECTION WITH THIS AGREEMENT. INSTEAD, ANY DISPUTES RESOLVED IN COURT SHALL BE RESOLVED IN A BENCH TRIAL WITHOUT A JURY. Except as prohibited by Law, the Debtors hereby waive any right which they may have to claim or recover in any action or claim referred to in the immediately preceding sentence any special, exemplary, punitive or consequential damages or any damages other than, or in addition to, actual damages. Each of the Debtors (a) certifies that none of the Backstop Parties nor any Representative of any of the Backstop Parties has represented, expressly or otherwise, that the Backstop Parties would not, in the event of litigation, seek to enforce the foregoing waivers and (b) acknowledges that, in

entering into this Agreement, the Backstop Parties are relying upon, among other things, the waivers and certifications contained in this Section 13.6.

13.7. **Further Assurances.** From time to time after the Execution Date, the parties hereto will execute, acknowledge and deliver to the other parties hereto such other documents, instruments and certificates, and will take such other actions, as any other party hereto may reasonably request in order to consummate the transactions contemplated by this Agreement.

13.8. **Specific Performance.** The Debtors and the Backstop Parties acknowledge and agree that (a) irreparable damage would occur in the event that any of the provisions of this Agreement are not performed in accordance with their specific terms or are otherwise breached, and (b) remedies at Law would not be adequate to compensate the non-breaching party. Accordingly, the Debtors and the Backstop Parties agree that each of them shall have the right, in addition to any other rights and remedies existing in its favor, to an injunction or injunctions to prevent breaches of the provisions of this Agreement and to enforce its rights and obligations hereunder not only by an action or actions for damages but also by an action or actions for specific performance, injunctive and/or other equitable relief. The right to equitable relief, including specific performance or injunctive relief, shall exist notwithstanding, and shall not be limited by, any other provision of this Agreement. Each of the Debtors and each of the Backstop Parties hereby waives any defense that a remedy at Law is adequate and any requirement to post bond or other security in connection with actions instituted for injunctive relief, specific performance or other equitable remedies.

13.9. **Headings.** The headings in this Agreement are for reference purposes only and will not in any way affect the meaning or interpretation of this Agreement.

13.10. **Interpretation; Rules of Construction.** When a reference is made in this Agreement to a Section, Exhibit or Schedule, such reference is to a Section of, or Exhibit or Schedule to, this Agreement unless otherwise indicated. Unless the context of this Agreement otherwise requires, (a) words of any gender include each other gender; (b) words using the singular or plural number also include the plural or singular number, respectively; (c) the terms "hereof," "herein," "hereby" and derivative or similar words refer to this entire Agreement; and (d) the words "include", "includes" and "including" when used herein shall be deemed in each case to be followed by the words "without limitation". The parties hereto agree that they have been represented by legal counsel during the negotiation and execution of this Agreement and, therefore, waive the application of any regulation, holding, rule of construction or Law providing that ambiguities in an agreement or other document shall be construed against the party drafting such agreement or document.

13.11. **Several, Not Joint, Obligations**. The representations, warranties, covenants and other obligations of the Backstop Parties under this Agreement are, in all respects, several and not joint or joint and several, such that no Backstop Party shall be liable or otherwise responsible for any representations, warranties, covenants or other obligations of any other Backstop Party, or any breach or violation thereof.

13.12. **Disclosure**. Unless otherwise required by applicable Law, the Debtors will not disclose to any Person any of the information set forth on each of the Backstop Parties'

signature pages, or Schedule 1 hereto (including (x) the identities of the Backstop Parties, and (y) the Backstop Commitment, the Backstop Commitment Percentage, and the Backstop Commitment Amount of each Backstop Party), except for (a) disclosures made with the prior written consent of each Backstop Party whose information will be disclosed, (b) disclosures to the Debtors' Representatives in connection with the transactions contemplated hereby and subject to their agreement to be bound by the confidentiality provisions hereof and (c) disclosures to parties to this Agreement solely for purposes of calculating the Adjusted Commitment Percentage of a Non-Defaulting Backstop Party; provided, however, that each Backstop Party agrees to permit disclosure in the Disclosure Statement and any filings by the Debtors with the Bankruptcy Court regarding the aggregate Backstop Commitments.

13.13. **No Recourse Party**. Notwithstanding anything that may be expressed or implied in this Agreement, and notwithstanding the fact that certain of the Backstop Parties may be partnerships or limited liability companies, the Debtors and the Backstop Parties covenant, agree and acknowledge that no recourse under this Agreement shall be had against any former, current or future directors, officers, agents, Affiliates, general or limited partners, members, managers, employees, stockholders or equity holders of any Backstop Party, or any former, current or future directors, officers, agents, Affiliates, employees, general or limited partners, members, managers, employees, stockholders, equity holders or controlling persons of any of the foregoing, as such (any such Person, a "No Recourse Party"), whether by the enforcement of any assessment or by any legal or equitable proceeding, or by virtue of any statute, regulation or other applicable Law, it being expressly agreed and acknowledged that no liability whatsoever shall attach to, be imposed on or otherwise be incurred by any No Recourse Party for any obligation of any Backstop Party under this Agreement for any claim based on, in respect of or by reason of such obligations or their creation.

13.14. **Settlement Discussions**. Nothing herein shall be deemed an admission of any kind. Pursuant to Federal Rule of Evidence 408 and any applicable state rules of evidence, this Agreement and all negotiations relating hereto shall not be admissible into evidence in any Proceeding other than a Proceeding to enforce the terms of this Agreement.

13.15. **No Third Party Beneficiaries**. This Agreement is intended to be solely for the benefit of the parties hereto and is not intended to confer any benefits upon, or create any rights in favor of, any Person other than the parties hereto and other than (a) the Indemnified Parties with respect to Section 9 hereof and (b) each No Recourse Party with respect to Section 13.13 hereof.

13.16. **Arm's Length.** Each Debtor acknowledges and agrees that the Backstop Parties are acting solely in the capacity of arm's length contractual counterparties to the Debtors with respect to the transactions contemplated hereby and the other Contemplated Transactions (including in connection with determining the terms of the Rights Offering) and not as financial advisors or fiduciaries to, or agents of, the Debtors or any other Person. Additionally, the Backstop Parties are not advising the Debtors or any other Person as to any legal, Tax, investment, accounting or regulatory matters in any jurisdiction. Each Debtor shall consult with its own advisors concerning such matters and shall be responsible for making its own independent investigation and appraisal of the transactions contemplated hereby and the other Contemplated Transactions, and the Backstop Parties shall have no responsibility or liability to any Debtor with respect thereto. Any review by the Backstop Parties of the Debtors, the Contemplated

Transactions or other matters relating to the Contemplated Transactions will be performed solely for the benefit of the Backstop Parties and shall not be on behalf of the Debtors.

14. **Definitions**.

14.1. **Definitions in the RSA**. Capitalized terms used in this Agreement and not otherwise defined in this Agreement shall have the meanings given to such terms in the RSA.

14.2. **Certain Defined Terms.** As used in this Agreement the following terms have the following respective meanings:

Actions: has the meaning given to such term in Section 9(b) hereof.

Adjusted Commitment Percentage: means, with respect to any Non-Defaulting Backstop Party, a fraction, expressed as a percentage, the numerator of which is the Backstop Commitment Percentage of such Non-Defaulting Backstop Party and the denominator of which is the Backstop Commitment Percentages of all Non-Defaulting Backstop Parties.

Affiliate: means, with respect to any Person, any other Person controlled by, controlling or under common control with such Person; provided, that, for purposes of this Agreement, none of the Debtors shall be deemed to be Affiliates of any Backstop Party. As used in this definition, "control" (including, with its correlative meanings, "controlling," "controlled by" and "under common control with") shall mean possession, directly or indirectly, of power to direct or cause the direction of management or policies of a Person (whether through ownership of securities, by contract or otherwise). A Related Fund of any Person shall be deemed to be the Affiliate of such Person.

Agreement: has the meaning given to such term in the preamble hereof.

AI Questionnaire: has the meaning given to such term in the Rights Offering Procedures.

Allowed: has the meaning given to such term in the Plan.

Alternative Transaction: has the meaning given to such term in the RSA.

Annual Financial Statements: has the meaning given to such term in Section 3.17(a) hereof.

Approvals: means all approvals and authorizations that are required under the Bankruptcy Code for the Debtors to take corporate or limited liability company (as applicable) action.

Backstop Agreement Motion: means the motion and proposed form of Order to be filed by the Debtors with the Bankruptcy Court seeking the approval of this Agreement pursuant to section 363 of the Bankruptcy Code or otherwise, authorizing the payment of certain expenses and other amounts hereunder (including the Put Option Notes, the Liquidated Damages Payment and the Backstop Expenses) and the indemnification provisions set forth herein, granting the same

expenses and other amounts hereunder administrative expense priority status under sections 503(b)(1) and 507(a)(2) of the Bankruptcy Code, and granting any other related relief, which motion and proposed form of Order shall be consistent in all material respects with the RSA and otherwise in form and substance reasonably acceptable to the Required Backstop Parties and the Debtors.

Backstop Certificate: has the meaning given to such term in Section 1.1(b) hereof.

Backstop Commitment: means, with respect to any Backstop Party, the commitment of such Backstop Party, subject to the terms and conditions set forth in this Agreement, to purchase Backstop Commitment Notes pursuant to, and on the terms set forth in, Section 1.2(a) hereof; and "Backstop Commitments" means the Backstop Commitments of all of the Backstop Parties collectively.

Backstop Commitment Amount: means, with respect to any Backstop Party, (a) the dollar amount set forth opposite the name of such Backstop Party under the heading "Backstop Commitment Amount" on Schedule 1 hereto, which amount shall equal the product of (i) the Rights Offering Amount and (ii) such Backstop Party's Backstop Commitment Percentage (as it may be amended, supplemented or otherwise modified from time to time in accordance with the terms of this Agreement), minus (b) the aggregate original principal amount of all Rights Offering Notes that such Backstop Party subscribes for in the Rights Offering.

Backstop Commitment Notes: has the meaning given to such term in Section 1.2(a) hereof.

Backstop Commitment Percentage: means, with respect to any Backstop Party, the percentage set forth opposite the name of such Backstop Party under the heading "Backstop Commitment Percentage" on Schedule 1 hereto, which percentage shall be based upon the amount of Senior Notes Claims held by each respective Backstop Party as compared to the aggregate amount of Senior Notes Claims held by all Backstop Parties (as such percentage may be modified from time to time in accordance with the terms hereof); and "Backstop Commitment Percentages" means the Backstop Commitment Percentages of all of the Backstop Parties collectively.

Backstop Expenses: means the reasonable and documented out-of-pocket fees, costs, expenses, disbursements and charges of each of the Backstop Parties payable to third parties and incurred in connection with or relating to the diligence, negotiation, preparation, execution, delivery, implementation and/or consummation of the Plan, the Backstop Commitments, the Rights Offering, this Agreement, the Backstop Agreement Motion, the Backstop Order, the Definitive Documentation and/or any of the Contemplated Transactions, any amendments, waivers, consents, supplements or other modifications to any of the foregoing, and the enforcement, attempted enforcement or preservation of any rights or remedies under this Agreement, including but not limited to, (a) the reasonable and documented fees, costs and expenses of counsel, advisors and agents for each of the Backstop Parties and (b) filing fees (if any) required by the HSR Act or any other competition Laws and any expenses related thereto.

Backstop Notes: has the meaning given to such term in Section 1.2(d) hereof.

Backstop Order: has the meaning given to such term in the RSA.

Backstop Party(ies): has the meaning given to such term in the preamble hereof.

Bankruptcy Code: has the meaning given to such term in the recitals hereof.

Bankruptcy Court: has the meaning given to such term in the recitals hereof.

Bankruptcy Rules: means the Federal Rules of Bankruptcy Procedure, as promulgated by the United States Supreme Court under section 2075 of title 28 of the United States Code, as amended from time to time, applicable to the Chapter 11 Cases and/or the transactions contemplated by this Agreement, and any Local Rules of the Bankruptcy Court.

Benefit Plan(s): has the meaning given to such term in Section 3.13(a) hereof.

Business Day: means any day other than a Saturday, Sunday or other day on which commercial banks in New York City, New York are authorized or required by Law to be closed.

Chapter 11 Cases: has the meaning given to such term in the recitals hereof.

Closing: has the meaning given to such term in Section 2.1(a) hereof.

Code: has the meaning given to such term in Section 3.13(a) hereof.

Company: has the meaning given to such term in the preamble hereof.

Company SEC Documents: means all of the reports, schedules, forms, statements and other documents (including exhibits and other information incorporated therein) filed with the SEC by the Debtors.

Confirmation Order: means the Order of the Bankruptcy Court confirming the Plan pursuant to section 1129 of the Bankruptcy Code.

Consent: means any consent, waiver, approval, Order or authorization of, or registration, declaration or filing with or notice to, any Governmental Body or other Person.

Contemplated Transactions: means all of the transactions contemplated by this Agreement, the RSA, the Plan and/or the other Definitive Documentation, including, for the avoidance of doubt, the sale and issuance of the Rights Offering Notes and the Backstop Notes.

Contract: means any agreement, contract, obligation, promise, undertaking or understanding, whether written or oral including, for the avoidance of doubt, any debt instrument.

Debtor Disclosure Schedule: has the meaning given to such term in Section 3 hereof.

Debtor IP Rights: has the meaning given to such term in Section 3.9 hereof.

Debtor Mineral Rights: has the meaning given to such term in Section 3.23(f) hereof.

Debtor(s): has the meaning given to such term in the preamble hereof.

Default Notes: has the meaning given to such term in Section 1.2(c) hereof.

Default Purchase Right: has the meaning given to such term in Section 1.2(c) hereof.

Defaulting Backstop Party: has the meaning given to such term in Section 1.2(c) hereof.

Definitive Documentation: has the meaning given to such term in the RSA.

Deposit Account: has the meaning given to such term in Section 1.2(b) hereof.

Deposit Deadline: has the meaning given to such term in Section 1.2(b) hereof.

DIP Covenants: has the meaning given to such term in Section 5.12 hereof.

DIP TL Credit Agreement: has the meaning given to such term in the RSA.

Drop-Dead Date: has the meaning given to such term in Section 8(b)(ix) hereof.

DTC: has the meaning given to such term in Section 2.1(a) hereof.

Easements: has the meaning given to such term in Section 3.23(a) hereof.

Eligible Claims: has the meaning given to such term in the Rights Offering Procedures.

Eligible General Unsecured Claims: has the meaning given to such term in the Rights Offering Procedures.

e-mail: has the meaning given to such term in Section 12 hereof.

Encumbrance: means any charge, claim, community property interest, condition, covenant, deed of trust, equitable interest, lease, license, lien, mortgage, option, pledge, security interest, title default, encroachment or other survey defect, right of first refusal or restriction of any kind, including any restriction on use, voting, transfer, receipt of income or exercise of any other attribute of ownership.

Environmental Laws: means all applicable Laws and Orders relating to pollution or the regulation and protection of human or animal health, safety, the environment or natural resources, including without limitation, the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended (42 U.S.C. § 9601 et seq.); the Hazardous Materials Transportation Uniform Safety Act, as amended (49 U.S.C. § 5101 et seq.); the Resource Conservation and Recovery Act, as amended (42 U.S.C. § 6901 et seq.); the Toxic Substances Control Act, as amended (15 U.S.C. § 2601 et seq.); the Clean Air Act, as amended (42 U.S.C. § 7401 et seq.); the Clean Water Act, as amended (33 U.S.C. § 1251 et seq.); the Occupational Safety and Health Act, as amended (29 U.S.C. § 651 et seq.); the Atomic Energy Act, as amended (42

U.S.C. §§ 2011 et seq., 2022 et seq., 2296 et seq.); any transfer of ownership notification or approval statutes; and all counterparts or equivalents adopted, enacted, ordered, promulgated, or otherwise approved by any Governmental Body.

ERISA: means the Employee Retirement Income Security Act of 1974, as amended.

ERISA Affiliate(s): means any entity which is a member of any Debtor or its Subsidiaries' controlled group, or under common control with any Debtor or its Subsidiaries, within the meaning of Section 414 of the Code.

Escrow Account: has the meaning given to such term in Section 1.2(b) hereof.

Escrow Agent: has the meaning given to such term in Section 1.2(b) hereof.

Escrow Agreement: has the meaning given to such term in Section 1.2(b) hereof.

Event: has the meaning given to such term in this Section 14.2.

Execution Date: has the meaning given to such term in the preamble hereof.

Exit Facility Credit Agreement: has the meaning given to such term in the Plan.

Exit Liquidity Amount: means, on a pro forma basis, a reasonably detailed calculation by the Company of the Liquidity it will have on the Effective Date, after giving effect to all Exit Payments and the funding of the Rights Offering (including by the Backstop Parties pursuant to the Backstop Commitment Amount).

Exit Payments: means a schedule of all payments required to be made or funded by the Debtors under the Plan on or before the Effective Date (including on account of accrued and unpaid professional fees and expenses).

Final Optional Parties: has the meaning given to such term in Section 1.2(c) hereof.

Final Order: has the meaning given to such term in the Plan.

Financial Statements: has the meaning given to such term in Section 3.17 hereof.

Fundamental Representations: means the representations and warranties of the Debtors set forth in Sections 3.1, 3.2, 3.3(a), 3.5, 3.6 and 3.7.

Funding Default: has the meaning given to such term in Section 1.2(c) hereof.

GAAP: means generally accepted accounting principles in the United States, as in effect from time to time, consistently applied.

Governmental Authorization: means any authorization, approval, consent, license, registration, lease, ruling, permit, tariff, certification, Order, privilege, franchise, membership, entitlement, exemption, filing or registration by, with, or issued by, any Governmental Body.

Governmental Body: means any federal, national, supranational, foreign, state, provincial, local, county, municipal or other government, any governmental, regulatory or administrative authority, agency, department, bureau, board, commission or official or any quasi-governmental or private body exercising any regulatory, taxing, importing or other governmental or quasi-governmental authority, or any court, tribunal, judicial or arbitral body.

Hazardous Materials: means hazardous or toxic substances or wastes, petroleum products or wastes, asbestos, asbestos-containing material, radioactive materials or wastes, medical wastes, or any other wastes, pollutants or contaminants regulated under any Environmental Law.

HCR Termination Event: has the meaning given to such term in the RSA.

HSR Act: means the Hart-Scott-Rodino Antitrust Improvements Act of 1976, as amended, and the related regulations and published interpretations.

Indemnified Party: has the meaning given to such term in Section 9(a) hereof.

Insurance Policies: has the meaning given to such term in Section 3.22 hereof.

Interest Commencement Date: has the meaning given to such term in Section 2.4 hereof.

Interim Financial Statements: has the meaning given to such term in Section 3.17(a) hereof.

International Trade Laws: has the meaning given to such term in Section 3.14(b) hereof.

IP Rights: has the meaning given to such term in Section 3.9 hereof.

IT Systems: has the meaning given to such term in Section 3.9 hereof.

IRS: means the Internal Revenue Service and any Governmental Body succeeding to the functions thereof.

Knowledge of the Debtors: means the collective actual knowledge, after reasonable and due inquiry, of Robert E. Rasmus, J. Philip McCormick, Jr. and Mark C. Skolos. A reference to the word "knowledge" (whether or not capitalized) or words of a similar nature with respect to the Debtors means the Knowledge of the Debtors as defined in this definition.

Law: means any federal, national, supranational, foreign, state, provincial, local, county, municipal or similar statute, law, common law, writ, injunction, decree, guideline, policy, ordinance, regulation, rule, code, Order, Governmental Authorization, constitution, treaty, requirement, judgment or judicial or administrative doctrines enacted, promulgated, issued, enforced or entered by any Governmental Body.

Lazard Engagement Letter: means the letter, dated as of April 1, 2020, by and among Lazard Frères & Co. LLC and the Company and its controlled Subsidiaries (as amended, supplemented, amended and restated or otherwise modified from time to time, together with any schedules, exhibits and annexes thereto).

Leased Real Property: has the meaning given to such term in Section 3.23(a) hereof.

Liquidated Damages Payment: has the meaning given to such term in Section 2.3 hereof.

Licenses and Permits: has the meaning given to such term in Section 3.11 hereof.

Liquidity: has the meaning given to such term in the Exit Facility Credit Agreement.

Losses: has the meaning given to such term in Section 9(a) hereof.

Material Adverse Effect: means any event, change, effect, occurrence, development, circumstance, condition, result, state of fact or change of fact (each, an "Event") that, individually or together with all other Events, has had, or would reasonably be expected to have, a material adverse effect on either (a) the business, operations, finances, properties, condition (financial or otherwise), assets or liabilities of the Debtors, taken as a whole, or (b) the ability of the Debtors, taken as a whole, to perform their respective obligations under, or to consummate the transactions contemplated by, this Agreement or any of the other Contemplated Transactions, other than the effect of (A) any change in the United States or foreign economies or securities or financial markets in general; (B) any change that generally affects the industry in which the Debtors operate; (C) any change arising in connection with earthquakes, hurricanes, other natural disasters, hostilities, acts of war, sabotage or terrorism or military actions or any escalation or material worsening of any such hostilities, acts of war, sabotage or terrorism or military actions; (D) any changes in applicable Laws or accounting rules or judicial interpretations; (E) any change resulting from the filing of the Chapter 11 Cases or from any action approved by the Bankruptcy Court so long as such action is not in breach of this Agreement, the RSA, the DIP TL Credit Agreement or either of the DIP Orders; or (F) any change resulting from the public announcement of this Agreement, compliance with terms of this Agreement (excluding any obligation of the Debtors to conduct their businesses and operations in the Ordinary Course of Business) or the consummation of the transactions contemplated hereby.

Material Contract: means any Contract to which any Debtor or any of its Subsidiaries is a party or is bound, or to which any of the property or assets of any Debtor or any of its Subsidiaries is subject, that either (a) is a "material contract," or "plans of acquisition, reorganization, arrangement, liquidation or succession" (as each such term is defined in Item 601(b)(2) or Item 601(b)(10) of Regulation S-K under the Exchange Act), (b) is material to the businesses, operations, assets or financial condition of any Debtor or any of its Subsidiaries (whether or not entered into in the Ordinary Course of Business), or (c) is likely to reasonably involve payments to or by any Debtor or any of its Subsidiaries in excess of $5,000,000 in any 12-month period.

Minimum Liquidity Amount: means the Liquidity the Company has on the Effective Date which shall not be less than $12,500,000 after giving effect to all Exit Payments and the funding of the Rights Offering.

Money Laundering Laws: has the meaning given to such term in Section 3.14(b) hereof.

New Certificate of Incorporation: has the meaning given to such term in Section 7.1(j) hereof.

New Secured Notes Indenture: means the indenture among the Reorganized Company, as issuer, the guarantors party thereto, and the trustee therefor governing the New Secured Notes, to be dated as of the Effective Date, which shall be in form and substance reasonably satisfactory in all respects to the Required Backstop Parties.

New Secured Notes Documents: means, collectively, the New Secured Notes Indenture and any related notes, certificates, agreements, security agreements, collateral documents, documents and instruments (including any amendments, supplements, or modifications of any of the foregoing) related to or executed in connection with the New Secured Notes Indenture.

New Secured Notes Term Sheet: has the meaning given to such term in the recitals hereof.

No Recourse Party: has the meaning given to such term in Section 13.13 hereof.

Non-Defaulting Backstop Party: has the meaning give to such term in Section 1.2(c) hereof.

Non-US Plan: has the meaning given to such term in Section 3.13(e) hereof.

Noteholder Termination Event: has the meaning given to such term in the RSA.

OID: has the meaning given to such term in Section 1.4 hereof.

Order: means any order, writ, judgment, injunction, decree, rule, ruling, directive, stipulation, determination or award made, issued or entered by the Bankruptcy Court or any other Governmental Body, whether preliminary, interlocutory or final.

Ordinary Course of Business: means the ordinary and usual course of normal day-to-day operations of the Debtors and their respective Subsidiaries, consistent with past practices of the Debtors and their respective Subsidiaries, including as to timing and amount, and in compliance with all applicable Laws.

Organizational Documents: means, with respect to any Person other than a natural person, the documents by which such Person was organized (such as a certificate of incorporation, certificate of formation, certificate of limited partnership or articles of organization, and including, without limitation, any certificates of designation for preferred stock or other forms of preferred

equity) or which relate to the internal governance of such Person (such as by-laws, a partnership agreement or an operating, limited liability or members agreement).

Owned Real Property: has the meaning given to such term in Section 3.23(a) hereof.

Owner: has the meaning given to such term in this Section 14.2.

Pension Plan: has the meaning given to such term in Section 3.13(c) hereof.

Permitted Encumbrances: means (a) Encumbrances for utilities and current Taxes not yet due and payable or either (i) that are due but are being contested in good faith by appropriate proceedings or (ii) may not be paid as a result of the commencement of the Chapter 11 Cases, and, in case of each of the foregoing clauses (i) and (ii), for which adequate reserves have been established in the Financial Statements in accordance with GAAP, (b) easements, rights of way, restrictive covenants, encroachments and similar non-monetary encumbrances or non-monetary impediments against any of the assets of the Debtors which do not, individually or in the aggregate, adversely affect the operation of the business of the Debtors or their Subsidiaries thereon, (c) applicable zoning Laws, building codes, land use restrictions and other similar restrictions imposed by Law (but not restrictions arising from a violation of any such Laws) which are not violated by the current use of the assets and properties of the Debtors or any of their Subsidiaries, (d) materialmans', mechanics', artisans', shippers', warehousemans' or other similar common law or statutory liens incurred in the Ordinary Course of Business for sums not yet due and payable or that are due but may not be paid as a result of the commencement of the Chapter 11 Cases and that do not result from a breach, default or violation by a Debtor or any of its Subsidiaries of any Contract or Law, and (e) any obligations, liabilities or duties created by this Agreement or any of the Definitive Documentation.

Person: means an individual, a partnership, a joint venture, a corporation, a limited liability company, a trust, an unincorporated organization or a Governmental Body.

Petition Date: has the meaning given to such term in the recitals hereof.

Plan: has the meaning given to such term in the recitals hereof.

Proceeding: means any action, claim, complaint, petition, suit, arbitration, mediation, alternative dispute resolution procedure, hearing, audit, examination, investigation or other proceeding of any nature, whether civil, criminal, administrative or otherwise, direct or derivative, in Law or in equity.

Purchase Price: means, with reference to any Backstop Notes to be purchased by a Backstop Party pursuant to this Agreement, the aggregate original principal amount of such Backstop Notes.

Put Option Notes: has the meaning given to such term in Section 1.3 hereof.

Real Property: means, collectively, the Owned Real Property, the Leased Real Property, and the Easements.

Real Property Leases: has the meaning given to such term in Section 3.23(c) hereof.

Related Person: means, with respect to any Person, such Person's current and former Affiliates, members, partners, controlling persons, subsidiaries, officers, directors, managers, principals, employees, agents, managed funds, advisors, attorneys, accountants, investment bankers, consultants, representatives and other professionals, together with their respective successors and assigns.

Release: means any spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, dumping, or disposing into the environment (including the abandonment or discarding of barrels, containers, and other receptacles containing any Hazardous Materials).

Representatives: has the meaning given to such term in Section 5.7 hereof.

Required Backstop Parties: means, as of any date of determination, Non-Defaulting Backstop Parties as of such date whose aggregate Backstop Commitment Percentages constitute more than 66-2/3% of the aggregate Backstop Commitment Percentages of all Non-Defaulting Backstop Parties as of such date.

Restructuring Term Sheet: has the meaning given to such term in the recitals hereof.

Rights Offering: has the meaning given to such term in the recitals hereof.

Rights Offering Amount: has the meaning given to such term in the recitals hereof.

Rights Offering Commencement Date: has the meaning given to such term in the Rights Offering Procedures.

Rights Offering Documentation: has the meaning given to such term in Section 5.2 hereof.

Rights Offering Notes: has the meaning given to such term in the recitals hereof.

Rights Offering Participant(s): has the meaning given to such term in the recitals hereof.

Rights Offering Procedures: has the meaning given to such term in Section 1.1(a) hereof.

Rights Offering Record Date: has the meaning given to such term in the Rights Offering Procedures.

Rights Offering Termination Date: has the meaning given to such term in the Rights Offering Procedures.

RSA: has the meaning given to such term in the recitals hereof.

RSA Covenants: has the meaning given to such term in Section 5.11 hereof.

Sanctions: means any sanctions administered or enforced by the U.S. government (including without limitation, the U.S. Department of the Treasury's Office of Foreign Assets Control or the U.S. Department of State), the United Nations Security Council, the European Union, Her Majesty's Treasury or other applicable jurisdictions.

SEC: means the United States Securities and Exchange Commission.

Senior Notes Claims: has the meaning given to such term in the Restructuring Term Sheet.

Solicitation Materials: has the meaning given to such term in the RSA.

Solicitation Order: has the meaning given to such term in the RSA.

Specified Issuances: means, collectively, (a) the issuance of shares of New Common Stock to the holders of Allowed General Unsecured Claims pursuant to the Plan, (b) the distribution by the Company of the Rights to the Rights Offering Participants pursuant to the Plan, (c) the issuance and sale by the Company of Rights Offering Notes to the Rights Offering Participants upon exercise of such Rights in the Rights Offering, (d) the issuance by the Company of shares of New Common Stock in connection with any conversion, in accordance with the terms of the New Certificate of Incorporation and the New Secured Notes Documents, of the Rights Offering Notes that were issued in the Rights Offering, (e) the issuance and sale by the Company of the Backstop Notes to the Backstop Parties pursuant to this Agreement, and (f) the issuance by the Company of shares of New Common Stock in connection with any conversion, in accordance with the terms of the New Certificate of Incorporation and the New Secured Notes Documents, of the Backstop Notes that were issued and sold pursuant to this Agreement.

Specified Issuance Documentation: has the meaning given to such term in Section 5.9(b) hereof.

Specified Issuance Steps: has the meaning given to such term in Section 5.9(a) hereof.

Subsidiary: means, with respect to any Person (the "Owner"), any corporation or other Person of which securities or other interests having the power to elect a majority of that corporation's or other Person's board of directors or similar governing body, or otherwise having the power to direct the business and policies of that corporation or other Person (other than securities or other interests having such power only upon the happening of a contingency that has not occurred), are held by the Owner or one or more of its Subsidiaries.

Subscription Agent: has the meaning given to such term in Section 5.4 hereof.

Tax: means any and all taxes of any kind whatsoever, including all foreign, federal, state, county, or local income, sales and use, excise, franchise, ad valorem, value added, real and personal property, unclaimed property, gross income, gross receipt, capital stock, production, license, estimated, environmental, excise, business and occupation, disability, employment, payroll, severance, withholding or all other taxes or assessments, fees, duties, levies, customs,

tariffs, imposts, obligations and charges of the same or similar nature of the foregoing, including all interest, additions, surcharges, fees or penalties related thereto.

Tax Return: means a report, return, claim for refund, amended return, combined, consolidated, unitary or similar return or other information filed or required to be filed with a Taxing Authority with respect to Taxes, including any schedule or attachment thereto or amendment thereof.

Taxing Authority: means the IRS and any other Governmental Body responsible for the administration of any Tax.

Triggering Event: has the meaning given to such term in Section 2.3 hereof.

Unallocated Notes: means, collectively, (a) 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 timely deliver to the Subscription Agent an AI Questionnaire in accordance with the Rights Offering Procedures) could have purchased if such holders had received Rights if they were Accredited Investors (or had properly completed, duly executed and timely delivered to the Subscription Agent an AI Questionnaire in accordance with the Rights Offering Procedures) and exercised such Rights in the Rights Offering, (b) 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, and (c) any Rights Offering Notes that are not subscribed for and purchased in the Rights Offering on account of any Eligible General Unsecured Claim (or portion thereof) as of the Rights Offering Record Date failing to be an Allowed (as defined in the Rights Offering Procedures) Claim on the date that is one Business Day after the Confirmation Hearing (as defined in the Plan).

Unsubscribed Notes: has the meaning given to such term in the recitals hereof.

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Exhibit B

Backstop Purchase Agreement

[Form of Backstop Purchase Agreement Attached to Backstop Order at Exhibit A to this Plan]

Exhibit C

Exit Facility Term Sheet

Confidential
Subject to FRE 408

HI-CRUSH INC., ET AL.

$25,000,000 SENIOR SECURED ABL FACILITY TERM SHEET

JULY 14, 2020

Reference is made herein to (a) that certain Senior Secured Debtor-In-Possession Credit Agreement dated as of July 14, 2020 (as amended, amended and restated, supplement or otherwise modified, the "DIP ABL Credit Agreement") among Hi-Crush Inc. (the "Borrower"), the lenders and issuing lenders party thereto (the "Lenders") and JPMorgan Chase Bank, N.A., as administrative agent for the Lenders (the "Administrative Agent") and (b) that certain Credit Agreement dated as of August 1, 2018 (as amended, amended and restated, supplement or otherwise modified, the "Prepetition Credit Agreement") among the Borrower, the lenders and issuing lenders party thereto and JPMorgan Chase Bank, N.A., as administrative agent for the Lenders. Capitalized terms used but not defined herein have the meanings assigned to such term in the DIP ABL Credit Agreement.

Term	Description
Borrower:	The Borrower.
Guarantors:	The Guarantors (the Borrower and the Guarantors together, the "Loan Parties"); provided that, for the avoidance of doubt, any person that guarantees the Exit Convertible Notes shall guaranty the Exit ABL Facility.
Administrative Agent	JPMorgan Chase Bank, N.A. shall be the administrative agent and collateral agent for the Exit ABL Lenders (as defined herein) (in such capacity, the "Exit ABL Agent").
Exit ABL Lenders:	The Lenders under the DIP ABL Credit Agreement (in such capacity, the "Exit ABL Lenders" and, together with the Exit ABL Agent, the "Exit ABL Lender Parties").
Documentation:	The Exit ABL Credit Agreement and the other Exit ABL Documents shall be prepared by counsel for the Exit ABL Agent, based upon and giving due regard to the documentation for the Borrower's existing credit agreement, with such changes to substantially reflect the terms and provisions of this Exit Term Sheet in all material respects, to reflect the exit facility nature of the Exit ABL Facility, and shall otherwise be reasonably acceptable to the Exit ABL Lenders and the Debtors in all respects. For the avoidance of doubt, the Exit Note Documents shall not contain any representations, covenants or events of default that are less favorable to the Borrower than the terms of the Exit ABL Documents on the Closing Date, other than any customary terms that reflect the nature of the Exit Notes as secured convertible notes.
Exit ABL Facility:	The Exit ABL Facility shall be a senior secured asset-based revolving loan financing facility provided by the Exit ABL Lenders with aggregate revolving commitments not to exceed $25 million (the "Exit ABL Commitments", and such loans, the "Exit ABL Loans"). After the Closing Date, the Borrower may increase the amount of Exit ABL Commitments by either (a) obtaining increased commitments from one or more

Term	Description
	existing Exit ABL Lenders on a pro rata or non-pro rata basis and/or (b) obtaining commitments from new lenders that are reasonably acceptable to the Exit ABL Agent and issuing banks to the extent that consent of the Exit ABL agent and/or issuing lender would be required for an assignment of Exit ABL Loans or Exit ABL Commitments to such new lender; such increased Exit ABL Commitments shall be on identical terms to the other Exit ABL Commitments under the Exit ABL Facility.
Letters of Credit:	Undrawn letters of credit outstanding under the DIP ABL Credit Agreement as of the Closing Date ("Existing L/Cs") shall be deemed outstanding under the Exit ABL Facility. The Exit ABL Facility shall provide for the issuance or renewal of letters of credit by certain Exit ABL Lenders; provided that the Exit ABL Facility will not permit the aggregate Letter of Credit Exposure to exceed a $25 million aggregate sublimit and fronting limits to be agreed with each issuing lender.
Exit Convertible Notes:	The "Exit Convertible Notes" shall be a senior secured convertible notes issued by the Borrower to the lenders under the DIP Term Loan Facility (the "Exit Noteholders") in an aggregate principal amount not to be less than $40 million or exceed $60 million. The definitive documents governing the Exit Convertible Notes (the "Exit Note Documents") shall be consistent with the terms set forth below and otherwise be reasonably satisfactory to the Required ABL Exit Lenders (such approval not to be unreasonably withheld, delayed or conditioned). The "Exit Note Agent" shall be Cantor Fitzgerald Securities, and together with the Exit Noteholders, shall be the "Exit Noteholder Parties". The Exit Convertible Notes shall be secured by (a) validly perfected first priority security interests in and liens on all of the Exit Note Priority Collateral (as defined herein) and (b) validly perfect second priority security interests in and liens on the Exit ABL Priority Collateral (collectively, the "Exit Note Collateral" and the liens and security interests thereon and therein, the "Exit Note Liens"). Notwithstanding anything to the contrary herein, the Exit Note Documents shall not be acceptable to the Exit ABL Lenders unless (a) the interest rate applicable to the Exit Convertible Notes is no greater than (i) 8% for interest paid in cash and (ii) 10% for interest paid in kind, (b) the Exit Convertible Notes shall not require any amortization or sinking fund payment, (c) cash interest may only be required to be paid to the extent permitted under the terms of the Exit ABL Facility and (d) the Exit Note Documents do not contain events of default, affirmative covenants or negative covenants that are more restrictive on the Loan Parties than the Exit ABL Documents, other than any customary terms that reflect the nature of the Exit Notes as secured convertible notes (the requirements in clauses (a)-(d) above, the "Exit Note Documentation Requirements"). The Exit Note Agent, Exit Noteholders, Exit ABL Agent and Exit ABL Lenders will enter into a customary intercreditor agreement reasonably acceptable to the Exit ABL Agent that reflects the collateral priorities set forth herein.
Purpose:	The proceeds of the Exit ABL Facility shall be used to, among other things: (a) pay fees, interest, payments and expenses associated with the Exit ABL Facility, (b) provide for the ongoing working capital and capital expenditure needs of the Loan Parties and (c) for other general corporate purposes.

Term	Description
Availability:	The Exit ABL Facility shall be subject to the Borrowing Base, and "Availability" shall be equal to the difference between (a) the lesser of (i) the Exit ABL Commitments and (ii) the Borrowing Base (such lesser amount, the "Line Cap") minus (b) the sum of (i) the sum of (A) the aggregate principal amount of Exit ABL Loans and (B) the aggregate Letter of Credit Exposure (the amount of this clause, (i), "Revolving Exposure") and (ii) Reserves.
Available Draw Conditions:	The availability of the Exit ABL Commitments under the Exit ABL Facility shall be subject to conditions as are (a) included in the Prepetition Credit Agreement, and (b) customary for exit facilities and transactions of this type and shall include, among other conditions, that the issuance or renewal of any requested letters of credit shall not cause Availability to be less than $0 and customary anti-cash hoarding provisions.
Borrowing Base:	The "Borrowing Base" shall be an amount equal to the sum of the following: (a) 90% of each Loan Party's Eligible Accounts with respect to investment grade counterparties, plus (b) 85% of each Loan Party's Eligible Accounts with respect to non-investment grade counterparties, plus (c) 100% of each Loan Party's Eligible Cash, minus (d) reserves that the Exit ABL Agent deems necessary in its permitted discretion to maintain. The Borrowing Base shall be determined monthly by reference to the most recently delivered Borrowing Base Certificate; provided that, (i) until the earlier of (A) the date on which Borrower's consolidated monthly financial statements for the 6th month ending after the Closing Date have been delivered to the Exit ABL Agent and (B) the date on which the difference of (1) the Borrowing Base minus (2) Eligible Cash is greater than the sum of (x) the outstanding amount of Exit ABL Loans and (y) Letter of Credit Exposure and (ii) at any time Availability is less than the greater of (A)) $7.5 million and (B) 20% of the Line Cap, the Borrowing Base shall be determined weekly by reference to the most recently delivered Borrowing Base Certificate. "Eligible Accounts" shall be defined in a manner substantively identical to the Borrower's existing credit agreement; provided that the definition of "Specified Account Debtor" shall be amended to comprise Chevron and EOG Resources for so long as each maintains investment grade credit ratings in a manner consistent with the DIP ABL Facility. "Eligible Cash" means the amount of unrestricted cash of the Loan Parties that is (a) held in a segregated account with the Exit ABL Agent and subject to a fully-blocked account control agreement and (b) not subject to liens other than liens in favor of the Exit ABL Agent for the benefit of the secured parties under the Exit ABL Facility, liens in favor of the Exit Note Agent for the benefit of the secured parties under the Exit Convertible Notes that are junior to the liens of the Exit ABL Agent and permitted liens attaching by operation of law in favor of the Exit ABL Agent in its capacity as depository bank. Eligible Cash shall be released by the Exit ABL Agent upon the request of the Borrower in a manner consistent with the DIP ABL Facility subject to a threshold to be agreed.
Field Exams:	The Borrower shall, and shall cause each of its Subsidiaries to, permit the Exit ABL Agent or a third party selected by the Exit ABL Agent to, upon the Exit

Term	Description
	ABL Agent's request, conduct field examinations with respect to any accounts included in the calculation of the Borrowing Base, at reasonable business times and upon reasonable prior notice to the Borrower; provided that (i) the Borrower shall bear the cost of one field examination in any fiscal year and (ii) if Availability is less than the greater of (a) $7.5 million and (b) 20% of the Line Cap, the Borrower shall bear the cost of one additional field examination in any fiscal year; provided further that if an Event of Default has occurred and is continuing, the Borrower shall bear the cost of all field examinations requested by the Exit ABL Agent.
Interest Rates and Fees:	As set forth on Annex A hereto.
Default Rate:	Upon the occurrence and during the continuance of any Event of Default (each as defined in the Exit ABL Credit Agreement), with respect to the principal amount of the outstanding Exit ABL Loans and any overdue amount (including overdue interest), the applicable interest rate plus 2.00% per annum.
Maturity:	The earliest of (a) August 1, 2023 and (b) the date all Exit ABL Loans become due and payable under the Exit ABL Documents, whether by acceleration or otherwise (such date, the "Maturity Date").
Collateral	The obligations of the Loan Parties under the Exit ABL Facility shall be secured by (a) a validly perfected first priority security interest in and lien on the all of the Loan Parties' assets securing any obligations under the Prepetition Credit Agreement ("Exit ABL Priority Collateral" and, the liens and security interests thereon and therein, the "Exit ABL Priority Liens") and (b) a validly perfected second priority security interest in an lien on all of the Loan Parties' assets that do not constitute Exit ABL Priority Collateral (the "Exit Note Priority Collateral" and, together the Exit ABL Priority Collateral, the "Exit ABL Collateral" and the liens and security interests thereon and therein, the "Exit Note Priority Liens" and, together with the Exit ABL Priority Liens, the "Exit ABL Liens"). All of the Exit ABL Liens shall be created on terms and pursuant to documentation satisfactory to the Exit ABL Agent and the Required Exit ABL Lenders in their reasonable discretion.
Cash Dominion:	All cash of the Borrower and its Subsidiaries will be subject to cash dominion (a) at all times during the period beginning on the Closing Date and ending on the date the Borrower's consolidated monthly financial statements for the 6th month ending after the Closing Date have been delivered to the Exit ABL Agent and (b) at any other time that a Covenant/Dominion Trigger Period has occurred and is continuing
Mandatory Prepayments:	The Exit ABL Documents will contain mandatory prepayment provisions customary for exit facilities of this type. Prior to the Maturity Date, the following mandatory prepayments, subject to any applicable intercreditor agreement, shall be required: • Overadvances: Prepayments of the Exit ABL Loans and, to the extent that any portion of such prepayment remains, make deposits into the Cash Collateral Account to provide cash collateral for the Letter of Credit Exposure in an amount equal to the overadvance upon the sum of

Term	Description
	the outstanding principal amount of all Exit ABL Loans and Letter of Credit Exposure exceeding the Line Cap. • Asset Sales: Prepayments of the Exit ABL Loans and, to the extent that any portion of such prepayment remains, make deposits into the Cash Collateral Account to provide cash collateral for the Letter of Credit Exposure in an amount equal to 100% of the net cash proceeds of the sale or other disposition of any Exit ABL Priority Collateral, except for ordinary course and *de minimis* sales and additional exceptions to be agreed on in the Exit ABL Documents and, after making any such prepayment, the Borrower shall deliver a pro forma Borrowing Base Certificate accounting for such asset sale; • Insurance Proceeds: Prepayments of the Exit ABL Loans and, to the extent that any portion of such prepayment remains, make deposits into the Cash Collateral Account to provide cash collateral for the Letter of Credit Exposure in an amount equal to 100% of the net cash proceeds of insurance paid on account of any loss of Exit ABL Priority Collateral subject to exceptions to be agreed on in the Exit ABL Documents and, after making any such prepayment, the Borrower shall deliver a pro forma Borrowing Base Certificate accounting for such loss; and • Incurrence of Indebtedness: Prepayments of the Exit ABL Loans and, to the extent that any portion of such prepayment remains, make deposits into the Cash Collateral Account to provide cash collateral for the Letter of Credit Exposure in an amount equal to 100% of the net cash proceeds of any indebtedness incurred by the Loan Parties or any of their respective subsidiaries after the Closing Date (other than the Exit Convertible Notes and any other indebtedness otherwise permitted under the Exit ABL Documents) to the extent such net cash proceeds are not used to prepay the Exit Convertible Notes, payable no later than the date of receipt. • Consolidated Cash Balance. Prepayments of the Exit ABL Loans in an amount equal to the amount by which the aggregate amount of cash and cash equivalents of the Borrower and its subsidiaries exceeds a threshold to be agreed.
Optional Prepayments:	Prior to the Maturity Date, the Borrower may, (a) upon at least three business days' prior written notice in the case of Eurodollar Loans and (b) upon at least one business days' prior written notice in the case of ABR Loans and, in each case, at the end of any applicable interest period (or at other times with the payment of applicable breakage costs), prepay in full or in part (other than such breakage costs), the Exit ABL Loans.
Representations and Warranties:	The Exit ABL Credit Agreement shall contain such representations and warranties as are (a) included in the Prepetition Credit Agreement and (b) customary for exit facilities and transactions of this type.
Other Covenants	The Exit ABL Credit Agreement shall contain such other affirmative and negative covenants as are (a) included in the Prepetition Credit Agreement and (b) customary for exit facilities and transactions of this type; provided that:

Term	Description
	• Indebtedness. The Loan Parties and their subsidiaries shall not be permitted: o (a) to incur debt for borrowed money other than, (i) after the conversion of the Exit Convertible Notes and the delivery of monthly financial statements for the first 6 months ending after the Closing Date, unsecured debt so long as total leverage, on a pro forma basis for such incurrence (and, to the extent such indebtedness is incurred prior to the delivery of financial statements for four quarters following the Closing Date, to be calculated on an annualized basis) does not exceed 1.00:1.00, (ii) a basket for capital leases and purchase money indebtedness to be agreed, (iii) a general basket to be agreed and (iv) other customary baskets to be agreed; or o (b) to incur secured debt other than (i) the Exit ABL Facility, (ii) the Exit Convertible Notes, (iii) a basket for permitted capital leases and purchase money indebtedness, and (iv) other customary baskets to be agreed. • Restricted Payments. The Loan Parties and their subsidiaries shall not be permitted to make dividends, distributions or repurchases of equity interests, except that Loan Parties may (i) make dividends or distributions to other Loan Parties owning equity of such Loan Parties and subsidiaries of Loan Parties may make dividends or distributions to other subsidiaries of Loan Parties and to Loan Parties owning such subsidiary's equity interests and (ii) make restricted payments subject to customary "payment conditions" to be agreed. • Investments. The Loan Parties and their subsidiaries shall not be permitted to make any investments, except that the Loan Parties and their subsidiaries may (i) make investments in other Loan Parties or subsidiaries of Loan Parties, with investments of Loan Parties in subsidiaries who are not Loan Parties subject to a sublimit to be agreed, (ii) make investments utilizing a general investments basket to be agreed and (iii) make investments subject to customary "payment conditions" to be agreed. • Prepayments of Principal of Indebtedness. (a) The Loan Parties and their subsidiaries shall not be permitted to make optional prepayments or redemptions (including offers to redeem) in respect of principal of indebtedness, including the Exit Convertible Notes (i) prior to the 12 month anniversary of the Closing Date, (ii) after the 12 month anniversary of the Closing Date unless the Loan Parties have Liquidity greater than $12.5 million and the Fixed Charge Coverage Ratio is greater than 1.25:1.00 and (iii) the difference of (A) the Borrowing Base minus (B) Eligible Cash is greater than the sum of (x) the outstanding amount of Exit ABL Loans and (y) Letter of Credit Exposure, in each case, on a pro forma basis for such mandatory prepayment. (b) The Loan Parties and their subsidiaries shall not be permitted to make mandatory prepayment payments or redemptions (including offers to redeem) in respect of the principal of indebtedness unless the Loan Parties have

Term	Description
	Liquidity greater than $12.5 million and the Fixed Charge Coverage Ratio is greater than 1.25:1.00, in each case, on a pro forma basis for such mandatory prepayment. • Payments of Cash Interest. The Loan Parties and their subsidiaries shall not be permitted to make cash interest payments on indebtedness (including the Exit Convertible Notes) (a) prior to the 12 month anniversary of the Closing Date or (b) after the 12 month anniversary of the Closing Date unless (i) the Loan Parties have Liquidity greater than $12.5 million and the Fixed Charge Coverage Ratio is greater than 1.25:1.00 and the difference of (A) the Borrowing Base minus (B) Eligible Cash is greater than the sum of (x) the outstanding amount of Exit ABL Loans and (y) Letter of Credit Exposure, in each case on a pro forma basis for such cash interest payment. • Limitations on Amendments. The Exit ABL Loan Documents shall include a limitation on amendments to the Exit Convertible Notes that are adverse to the Exit ABL Lender Parties.
Financial Covenants:	At all times during the period beginning on the Closing Date and ending on the date the Borrower's consolidated monthly financial statements for the 6th month ending after the Closing Date have been delivered to the Exit ABL Agent, the Borrower shall not permit Liquidity to be less than $10 million (the "Liquidity Covenant"). A financial officer of the Borrower shall certify as to compliance with such requirement weekly concurrently with the delivery of each weekly Borrowing Base Certificate. "Liquidity" shall mean the sum of (a) Availability and (b) Cash and Cash Equivalents for the Loan Parties (other than (i) Cash or Cash Equivalents not held in a Controlled Account, (ii) any Cash or Cash Equivalents pledged to secure any Loan Party's obligations under a letter of credit and (iii) Eligible Cash). Upon the occurrence and during the continuance of a Covenant/Dominion Trigger Period on or after the delivery of consolidated financial statements for the sixth month ending after the Closing Date, the Borrower shall not permit the Fixed Charge Coverage Ratio to be less than 1.00:1.00 as of the last day of the most recent trailing twelve month period then ending for which monthly financial statements have been delivered; provided that the Fixed Charge Coverage Ratio for the sixth, seventh, eighth, ninth, tenth and eleventh months ending after the Closing Date shall be calculated on an annualized basis based on all monthly financial statements delivered after the Closing Date, but on or prior to the date of such calculation. For example, with respect to a testing of the Fixed Charge Coverage Ratio following the delivery of financial statements for the 6th month ending after the Closing Date, but prior to the delivery of financial statements for the 7th month ending after the Closing Date, Fixed Charges and EBITDA will be calculated by multiplying such amounts for such 6 month period by 2 and with respect to a testing of the Fixed Charge Coverage Ratio following the delivery of financial statements for the 7th month ending after the Closing Date, but prior to the delivery of financial statements for the 8th month ending after the Closing Date, Fixed Charges and EBITDA will be calculated by

Term	Description
	multiplying such amounts for such 7 month period by 12/7 and so on until the delivery of financial statements for the 12th month ending after the Closing Date at which time the calculation of Fixed Charges and EBITDA shall be on a trailing 12 month basis. Once such covenant is in effect, the Borrower shall continue to maintain such Fixed Charge Coverage Ratio as of the last date of each month thereafter until such Covenant/Dominion Trigger Period is no longer continuing. "Covenant/Dominion Trigger Period" shall occur at any time that (a) Availability is less than the greater of (i) $7.5 million and (ii) 15% of the Line Cap or (b) an Event of Default has occurred and is continuing. Once commenced, a Covenant/Dominion Trigger Period shall be deemed to be continuing until such time as (x) no Event of Default is continuing and (y) if such Covenant/Dominion Trigger Period resulted from an event specified in the preceding clause (a), Availability equals or exceeds for 30 consecutive days the greater of (1) $7.5 million and (2) 15% of the Line Cap. The definitions of "Fixed Charge Coverage Ratio", "Fixed Charges" and "EBITDA" shall be consistent with the definitions of such terms in the DIP ABL Credit Agreement with changes to be mutually agreed.
Reporting:	The Borrower shall deliver to the Exit ABL Agent and the Exit ABL Lenders: • monthly unaudited consolidated financial statements of the Borrower and its subsidiaries within 30 days after the end of each fiscal month, certified by a financial officer of the Borrower and including an operational report consistent with that delivered under the DIP ABL Credit Agreement; • quarterly unaudited consolidated financial statements of the Borrower and its subsidiaries within 45 days of quarter-end for the first three fiscal quarters of the fiscal year, certified by the Borrower's chief financial officer and including management discussion and analysis; • annual audited consolidated financial statements of the Borrower and its subsidiaries within 120 days of year-end, certified with respect to such consolidated statements by the Borrower's independent certified public accountants and including management discussion and analysis; • concurrently with the delivery of the monthly, quarterly, or annual financial statements above, a Compliance Certificate; provided that each Compliance Certificate delivered in connection with the financial statements referenced above shall contain a reasonably detailed calculation of the Fixed Charge Coverage Ratio as of the end of the period covered by such financial statements regardless of whether the Fixed Charge Coverage Ratio covenant is then in effect. • (a) an annual operating, capital and cash flow budget for the immediately following fiscal year and detailed on a quarterly basis and (b) a copy of the plan and forecast (including a projected consolidated balance sheet, income statement and cash flow statement) of the Borrower for each quarter of the upcoming fiscal year in form reasonably satisfactory to the Exit ABL Agent within 60 days of year-end;

Term	Description
	• a monthly Borrowing Base Certificate and supporting documents within 20 days of the end of each calendar month; provided that, (a) until the earlier of (i) the date on which Borrower's consolidated monthly financial statements for the 6th month ending after the Closing Date have been delivered to the Exit ABL Agent and (ii) the date on which the difference of (A) the Borrowing Base minus (B) Eligible Cash is greater than the sum of (x) the outstanding amount of Exit ABL Loans and (y) Letter of Credit Exposure and (b) at any time Availability is less than the greater of (i) $7.5 million and (ii) 20% of the Line Cap, the Borrower shall deliver a weekly Borrowing Base Certificate and supporting documents within 3 Business Days of the end of each calendar week calculated as of the close of business on the last Business Day of such preceding calendar week; • each weekly Borrowing Base Certificate delivered during the period beginning on the Closing Date and ending on the date the Borrower's consolidated monthly financial statements for the 6th month ending after the Closing Date shall contain a certification and supporting information demonstrating that the Loan Parties have been in compliance with the Liquidity Covenant at all times during such preceding calendar week and, to the extent that, prior to the date on which Borrower's consolidated monthly financial statements for the 6th month ending after the Closing Date have been delivered to the Exit ABL Agent, the Borrower is no longer required to deliver weekly borrowing base certificates, the Borrower shall deliver a certification and supporting information demonstrating that the Loan Parties have been in compliance with the Liquidity Covenant at all times during such preceding calendar week within 3 Business Days of the end of each calendar week; and • all other certificates, reports and notices as are (a) included in the Prepetition Credit Agreement, (b) customary for exit facilities and transactions of this type or (c) required to be provided under the Exit Note Documents.
Conditions Precedent to Exit ABL Facility	The conversion of the DIP ABL Facility into the Exit ABL Facility shall be subject to the satisfaction of conditions precedent (collectively, the "Conditions Precedent"; the date of satisfaction of such conditions, the "Closing Date") including, but not limited to: • each of the Exit Note Documents shall be in form and substance consistent with the Exit Note Documentation Requirements and otherwise reasonably satisfactory to the Exit ABL Lenders, and shall have been executed and delivered by each Loan Party thereto; • the Borrower and its Subsidiaries shall have Liquidity of not less than $12.5 million, • the Borrower and its Subsidiaries shall have Availability of not less than $0; • the conditions precedent under the Exit Note Documents for the funding of any Exit Convertible Notes shall have been satisfied; and

Term	Description
	• the Borrower and its Subsidiaries shall not have more than $70 million of Debt (excluding Debt in respect of undrawn letters of credit) outstanding as of the Closing Date.
Events of Default:	Events of Default shall be customary for exit facilities of this type and include, without limitation: • failure to pay principal or interest on the Exit ABL Loans or any fees under the Exit ABL Facility when due (with a 3 business day grace period for the failure to pay interest or fees); • failure of any representation or warranty of any Loan Party contained in any Exit ABL Document to be true and correct in all material respects when made; • breach of any covenant, provided that certain affirmative covenants may be subject to a thirty (30) day grace period (from the earlier of the date that (i) any Loan Party obtains knowledge of such breach and (ii) any Loan Party receives written notice of such default from the Exit ABL Agent or the Required Exit ABL Lenders); • a cross-default to the Exit Note Documents; • any change in control (the definition of which is to be agreed, but shall include any "change in control" triggering a default or event of default under the Exit Note Documents; and • other defaults as are (a) included in the Prepetition Credit Agreement or (b) customary for exit facilities and transactions of this type.
Remedies:	Customary for exit facilities and transactions of this type
Assignments and Participations:	Customary for exit facilities and transactions of this type; provided, the Borrower will not have consent rights with respect to assignments and participations during the continuance of any Event of Default.
Expenses and Indemnification:	All reasonable, documented, out-of-pocket expenses (limited to (a) reasonable legal fees and reasonable, documented, out-of-pocket expenses of one primary counsel, and one local counsel in each relevant jurisdiction for the Exit ABL Agent; and (b) reasonable legal fees and reasonable, documented, out-of-pocket expenses of one primary counsel, one local counsel in each relevant jurisdiction and one financial advisor for the Exit ABL Lenders) of the Exit ABL Lender Parties incurred in connection with the negotiation and documentation of the Exit ABL Facility with respect to the Loan Parties. In addition, all reasonable, documented, out-of-pocket fees, costs and expenses (including but not limited to reasonable legal fees and documented, out-of-pocket expenses) of the Exit ABL Agent and the Exit ABL Lenders for workout proceedings and enforcement costs associated with the Exit ABL Facility are to be paid by the Borrower. The Borrower will indemnify the Exit ABL Lender Parties, and hold them harmless from and against all reasonable out-of-pocket costs, expenses (including but not limited to reasonable legal fees and expenses) and liabilities arising out of or relating to the transactions contemplated hereby and any actual or proposed use of the proceeds of any loans made under the Exit ABL Facility;

Term	Description
	provided that no such person will be indemnified for costs, expenses or liabilities to the extent determined by a final, non-appealable judgment of a court of competent jurisdiction to have been incurred solely by reason of the gross negligence, bad faith or willful misconduct of such person.
Governing Law:	The Exit ABL Documents shall be governed by, and construed in accordance with, the laws of the State of New York, without regard to the conflict of law principles thereof. Each party to the Exit ABL Documents will waive the rights to trial by jury.
Amendments	All amendments, modifications and waivers of the Exit ABL Documents shall require the consent of the Required Exit ABL Lenders, except in the case of amendments, modifications, or waivers customarily requiring consent from all Exit ABL Lenders, all affected Exit ABL Lenders and/or letter of credit issuing banks. "Required Exit ABL Lenders" shall mean Exit ABL Lenders holding a majority of the aggregate outstanding principal amount of Exit ABL Loans (defined below), Letter of Credit Exposure and any unfunded commitments in respect of the Exit ABL Facility; provided that, as long as there are three or fewer Exit ABL Lenders, Required Exit ABL Lenders shall mean all Exit ABL Lenders.

Annex A

Specific Terms of Exit ABL Facility

Interest Rate: The interest rate applicable to the Exit ABL Loans will be (a) for Eurodollar Loans, 1-month, 2-month, 3-month or 6-month LIBOR, LIBOR floor of 1.00% and (b) for ABR Loans, the Alternate Base Rate plus, in each case, the applicable amount in the grid below. Interest on ABR Loans shall be payable quarterly in arrears and interest on Eurodollar Loans shall be payable in arrears at the end of the Interest Period applicable to such Eurodollar Loans provided that, if the Borrower elects a 6-month interest period for Eurodollar Loans, interest shall be payable every 3 months.

Level	Fixed Charge Coverage Ratio	Eurodollar Loan Applicable Margin	ABR Loan Applicable Margin
I	<1.50:1.00	3.50%	2.50%
II	• 1.50:1.00 and <2.00:1.00	3.25%	2.25%
III	• 2.00:1.00	3.00%	2.00%

The applicable Level shall be adjusted quarterly upon delivery of quarterly financial statements. Until the delivery of quarterly financial statements for the first full fiscal quarter ending after the Closing Date, the Interest Rate shall be determined by reference to Level I. Upon failure to delivery timely quarterly financial statements, the Interest Rate shall be determined by reference to Level I. In the event that financial statements are restated, to the extent that additional interest would have been required in accordance with the restated financials, the Borrower shall pay such additional interest promptly upon demand.

Letter of Credit Fees: Letter of Credit fees equal to the applicable margin with respect to Eurodollar Loans on the aggregate stated amount of each letter of credit outstanding under the Exit ABL Facility payable monthly.

Commitment Fee: 0.50% of the aggregate Unused Commitment of each Exit ABL Lender.

Upfront Fee: 0.50% of the aggregate principal amount of Exit ABL Commitments, payable on the Closing Date.

Exhibit D

Restructuring Support Agreement

Execution Version

THIS RESTRUCTURING SUPPORT AGREEMENT IS NOT AN OFFER, NOR A SOLICITATION FOR AN OFFER, WITH RESPECT TO ANY SECURITIES, NOR IS IT A SOLICITATION OF ACCEPTANCES OF A CHAPTER 11 PLAN WITHIN THE MEANING OF SECTION 1125 OF THE BANKRUPTCY CODE. ANY SUCH OFFER OR SOLICITATION WILL COMPLY WITH ALL APPLICABLE SECURITIES LAWS AND PROVISIONS OF THE BANKRUPTCY CODE.

THIS RESTRUCTURING SUPPORT AGREEMENT IS A PART OF A COMPREHENSIVE COMPROMISE AND SETTLEMENT, EACH ELEMENT OF WHICH IS CONSIDERATION FOR THE OTHER ELEMENTS AND AN INTEGRAL ASPECT OF THE RESTRUCTURING. THIS RESTRUCTURING SUPPORT AGREEMENT IS CONFIDENTIAL AND SUBJECT TO FEDERAL RULE OF EVIDENCE 408. NOTHING IN THIS RESTRUCTURING SUPPORT AGREEMENT SHALL CONSTITUTE OR BE CONSTRUED AS AN ADMISSION OF ANY FACT OR LIABILITY, A STIPULATION OR A WAIVER, AND EACH STATEMENT CONTAINED HEREIN IS MADE WITHOUT PREJUDICE SOLELY FOR SETTLEMENT PURPOSES, WITH A FULL RESERVATION AS TO ALL RIGHTS, REMEDIES, CLAIMS OR DEFENSES OF THE PARTIES.

THE TRANSACTIONS DESCRIBED HEREIN WILL BE SUBJECT TO THE NEGOTIATION AND COMPLETION OF DEFINITIVE DOCUMENTATION INCORPORATING THE TERMS SET FORTH HEREIN, AND THE CLOSING OF ANY TRANSACTION SHALL BE SUBJECT TO THE TERMS AND CONDITIONS SET FORTH IN SUCH AGREED DEFINITIVE DOCUMENTATION.

HI-CRUSH, INC., ET AL.

RESTRUCTURING SUPPORT AGREEMENT

July 12, 2020

This RESTRUCTURING SUPPORT AGREEMENT (together with the exhibits and schedules attached hereto, as each may be amended, restated, supplemented, or otherwise modified from time to time in accordance with the terms hereof, this "Agreement"), dated as of July 12, 2020, is entered into by and among: (i) Hi-Crush Inc. ("Holdco") and its undersigned subsidiaries (collectively with Holdco, the "HCR Entities" and each an "HCR Entity"); and (ii) the undersigned holders (the "Consenting Noteholders") of the 9.500% senior notes (the "Senior Notes") issued by Holdco pursuant to that certain Indenture, dated as of August 1, 2018, by and among Holdco, as issuer, the guarantors party thereto, and U.S. Bank National Association, as trustee (in such capacity, together with any successor transferee, the "Notes Trustee") (as amended, restated, supplemented or otherwise modified, the "Indenture" and, together with all ancillary documents related thereto, the "Senior Notes Documents"), and any holder of Senior Notes that may become in accordance with Section 13 hereof. This Agreement collectively refers to the HCR Entities and the Consenting Noteholders as the "Parties" and each individually as a "Party."

RECITALS

WHEREAS, the Parties have engaged in good faith, arm's-length negotiations regarding certain restructuring transactions (the "Restructuring Transactions") pursuant to the terms and conditions set forth in this Agreement that is consistent with the terms and conditions of the term sheet attached hereto as **Exhibit A** (the "Restructuring Term Sheet")[1];

WHEREAS, it is anticipated that the Restructuring Transactions will be implemented through a prearranged plan of reorganization (as may be amended, restated, supplemented, or otherwise modified from time to time in accordance with its terms and this Agreement, the "Plan") to be consummated in jointly administered voluntary cases commenced by the HCR Entities (the "Chapter 11 Cases") under chapter 11 of title 11 of the United States Code, 11 U.S.C. §§ 101–1532 (the, "Bankruptcy Code"), in the United States Bankruptcy Court for the Southern District of Texas (the "Bankruptcy Court"), pursuant to the Plan, which will be filed by the HCR Entities in the Chapter 11 Cases;

WHEREAS, certain of the HCR Entities' current lenders (the "Existing Lenders", and in such capacities, the "DIP ABL Lenders") and JPMorgan Chase Bank, N.A., as administrative agent (the "Existing Agent", and in such capacity, the "DIP ABL Agent") under that certain Credit Agreement, dated as of August 1, 2018 (as amended, restated, supplemented or otherwise modified from time to time, the "Existing Credit Agreement" and, together with the collateral and ancillary documents related thereto the "Existing Credit Documents") by and among Holdco, as borrower, the guarantors party thereto, the Existing Lenders, and the Existing Agent, have committed to provide a debtor-in-possession superpriority senior secured asset-based revolving loan financing facility (the "DIP ABL Facility") and otherwise extend credit to the HCR Entities during the pendency of the Chapter 11 Cases pursuant to a credit agreement substantially in the form attached as Exhibit 1 to the Restructuring Term Sheet (the "DIP ABL Agreement") and otherwise pursuant to the DIP Orders (as defined herein) and the applicable Definitive Documentation;

WHEREAS, certain Consenting Noteholders or affiliates thereof (in their capacities as such, the "DIP Term Loan Lenders") have committed to provide a debtor-in-possession superpriority secured delayed-draw term loan financing facility (the "DIP Term Loan Facility") and otherwise extend credit to the HCR Entities during the pendency of the Chapter 11 Cases pursuant to a credit agreement substantially in the form attached as Exhibit 2 to the Restructuring Term Sheet (the "DIP TL Credit Agreement" and together with the DIP ABL Agreement, the "DIP Agreements") and otherwise pursuant to the DIP Orders and the applicable Definitive Documentation (as defined herein);

WHEREAS, the DIP ABL Lenders and DIP ABL Agent have committed to refinance the DIP ABL Facility and the obligations thereunder, including any issued and outstanding letters of credit, and to provide post-emergence working capital liquidity to the HCR Entities through a new senior secured asset-based revolving loan facility (including the letter of credit sub-limit,

[1] Unless otherwise noted, capitalized terms used but not immediately defined have the meanings given to such terms elsewhere in this Agreement or in the Restructuring Term Sheet (including any exhibits thereto), as applicable.

the "Exit ABL Facility") on terms consistent with the Restructuring Term Sheet and otherwise pursuant to the applicable Definitive Documentation, and such exit financing will be consummated in conjunction with the Plan; and

WHEREAS, certain Consenting Noteholders or affiliates thereof (in their capacities as such, the "Backstop Parties") have committed to backstop the Rights Offering for the New Secured Convertible Notes on terms consistent with the Restructuring Term Sheet and the term sheet attached as Exhibit 3 to the Restructuring Term Sheet (the "New Secured Notes Term Sheet") and otherwise pursuant to the applicable Definitive Documentation, and such Rights Offering will be consummated in conjunction with the Plan, with the proceeds of such Rights Offering to be used to satisfy in full the DIP TL Obligations and to provide liquidity to the Reorganized Debtors.

NOW, THEREFORE, in consideration of the promises, mutual covenants, and agreements set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each of the Parties, intending to be legally bound, hereby agrees as follows:

AGREEMENT

1. RSA Effective Date. This Agreement shall become effective, and the obligations contained herein shall become binding upon the Parties, upon the first date (such date, the "RSA Effective Date") that:

(a) this Agreement has been executed and delivered by all of the following:

(i) each HCR Entity; and

(ii) Consenting Noteholders holding, in aggregate, at least two-thirds in principal amount of all "claims" (as defined in section 101(5) of the Bankruptcy Code) outstanding under the Senior Notes Documents (the "Senior Notes Claims").

(b) the reasonable and documented fees and expenses of the Ad Hoc Group Advisors invoiced and outstanding as of the date hereof have been paid in full in cash.

2. Exhibits and Schedules Incorporated by Reference. Each of the exhibits attached hereto, including the Restructuring Term Sheet, and any schedules to such exhibits (collectively, the "Exhibits and Schedules") are expressly incorporated herein and made a part of this Agreement, and all references to this Agreement shall include the Exhibits and Schedules. In the event of any inconsistency between this Agreement (excluding the Exhibits and Schedules) and the Exhibits and Schedules, the Exhibits and Schedules shall govern. In the event of any inconsistency between the terms of this Agreement (including the Exhibits and Schedules) and the Plan, the terms of the Plan shall govern.

3. Definitive Documentation.

(a) The definitive documents and agreements governing the Restructuring Transactions (collectively, the "Definitive Documentation") shall include, without limitation:

(i) this Agreement (as amended, modified, or otherwise supplemented);

(ii) the Plan and any exhibit to the Plan or document contained in a supplement to the Plan that is not otherwise identified herein or in the Restructuring Term Sheet;

(iii) the order confirming the Plan (the "Confirmation Order") and any motion or other pleadings related to the Plan, all exhibits thereto, or confirmation of the Plan;

(iv) a disclosure statement and all exhibits thereto with respect to the Plan (the "Disclosure Statement") and the solicitation materials (including the Rights Offering Procedures) with respect to the Plan (the "Solicitation Materials");

(v) the (A) motion by the Debtors seeking an order from the Bankruptcy Court (1) granting approval of the Solicitation Materials and the Disclosure Statement, (2) scheduling a hearing for confirmation of the Plan, and (3) approving the Rights Offering Procedures (such order, the "Solicitation Order"), and (B) Solicitation Order;

(vi) the (A) interim order authorizing the use of cash collateral and approving the DIP ABL Facilities and DIP Term Loan Facility (together, the "DIP Facilities") on terms consistent with the Restructuring Term Sheet and the DIP Agreements (the "Interim DIP Order"), (B) the final order authorizing the use of cash collateral and approving the DIP Facilities on terms consistent with the Restructuring Term Sheet and the DIP Agreements (the "Final DIP Order" and together with the Interim DIP Order, the "DIP Orders"), and (C) any motions or other pleadings or documents to be filed in support of the entry of the DIP Orders;

(vii) the DIP TL Credit Agreement to be entered into in accordance with the Restructuring Term Sheet and the DIP Orders, including any amendments, modifications, or supplements thereto, and together with any related notes, certificates, agreements, security agreements, documents, and instruments (including any amendments, supplements, or modifications of any of the foregoing) related to or executed in connection therewith (collectively, the "DIP TL Documents");

(viii) the DIP ABL Agreement to be entered into in accordance with the Restructuring Term Sheet and the DIP Orders, including any amendments, modifications, or supplements thereto, and together with any related notes, certificates, agreements, letters of credit, security agreements, documents, and instruments (including any amendments, supplements, or modifications of any of the foregoing) related to or executed in connection therewith (collectively, the "DIP ABL Documents" and together with the DIP TL Documents, the "DIP Documents");

(ix) the credit agreement for the Exit ABL Facility (the "Exit ABL Credit Agreement") to be entered into in accordance with the Restructuring Term Sheet, including any amendments, modifications, or supplements thereto, and together with any related notes, certificates, agreements, letters of credit, security agreements, documents, and instruments (including any amendments, modifications, or supplements of any of the foregoing) related to or executed in connection therewith (collectively, the "Exit ABL Documents");

(x) the terms, conditions, and procedures setting forth the method to conduct the Rights Offering (the "Rights Offering Procedures"), and any amendments, modifications, or supplements thereto, and together with any related agreements, documents, or instruments thereto;

(xi) the (A) agreement setting forth (1) the identities of the Backstop Parties (including any third-parties other than Consenting Noteholders) for the Rights Offering and (2) the terms and conditions of the Rights Offering, the Backstop Commitments, and the payment of consideration to the Backstop Parties in exchange for such commitments (as amended, modified, or supplemented, the "Backstop Purchase Agreement"), together with any related agreements, documents, or instruments, and which shall be acceptable to the Consenting Noteholders comprising the Backstop Parties, (B) motion by the Debtors seeking authority from the Bankruptcy Court to enter into the Backstop Purchase Agreement and to satisfy their obligations to the Backstop Parties thereunder (including granting such obligations administrative expense priority status under sections 503(b)(1) and 507(a)(2) of the Bankruptcy Code), together with any other pleadings or documents to be filed in support of such motion, and (C) order of the Bankruptcy Court approving such motion (the "Backstop Order", and together the documents referenced in clauses (A) and (B), the "Backstop Documents");

(xii) the definitive debt documents for the New Secured Convertible Notes, in accordance with the terms and conditions of the New Secured Notes Term Sheet, including any amendments, modifications, or supplements thereto, and together with any related indenture, notes, certificates, agreements, security agreements, documents, and instruments (including any amendments, supplements, or modifications of any of the foregoing) related to or executed in connection therewith (the foregoing documents collectively, the "New Secured Convertible Notes Documents");

(xiii) the new stockholders agreement (which may include an amendment to the existing Holdco stockholder agreement), that shall set forth the rights and obligations of the holders of the common stock to be issued by Reorganized Holdco (the "New Common Stock"), and to which all such holders shall be bound or deemed bound (the "New Stockholders' Agreement"); and

(xiv) the forms of certificates of incorporation, certificates of formation, limited liability company agreements, partnership agreements, or other forms of organizational documents and bylaws for Reorganized Debtors (the "Amended Governance Documents").

(b) Except as set forth herein, the Definitive Documentation (and any modifications, restatements, supplements or amendments to any of them) will, after the RSA Effective Date, remain subject to negotiation and shall, upon completion, contain terms, conditions, representations, warranties, and covenants consistent in all material respects with the terms of this Agreement (including the Exhibits and Schedules) and be in form and substance reasonably satisfactory in all respects to each of: (i) the HCR Entities, and (ii) the Consenting Noteholders (A) who have agreed, as Backstop Parties, to provide Backstop Commitments to fund the Rights Offering under the Backstop Purchase Agreement, as indicated on their respective signature pages hereto, and (B) who represent at least two-thirds of such Backstop Commitments (the "Required Consenting Noteholders").

4. Milestones. The HCR Entities shall implement the Restructuring Transactions in accordance with the following milestones (the "Milestones"); provided that the HCR Entities may extend a Milestone only with the express prior written consent of the Required Consenting Noteholders:

(a) The HCR Entities shall commence the Chapter 11 Cases by filing voluntary petitions under chapter 11 of the Bankruptcy Code with the Bankruptcy Court no later than July 12, 2020 (the "Petition Date").

(b) No later than the date that is five (5) days following the Petition Date, the Bankruptcy Court shall enter the Interim DIP Order approving the DIP Facilities on an interim basis, subject to compliance with Section 3 hereof.

(c) No later than the date that is fourteen (14) days following the Petition Date, the HCR Entities shall file the Plan, the Disclosure Statement, the related Solicitation Materials and the motion seeking entry of the Solicitation Order, which documents shall be subject to compliance with Section 3 hereof.

(d) No later than the date that is twenty-five (25) days following the Petition Date, the Bankruptcy Court shall enter the Final DIP Order approving the DIP Facilities on a final basis, each subject to compliance with Section 3 hereof.

(e) No later than the date that is forty-five (45) days following the Petition Date, the Bankruptcy Court shall enter (i) the Backstop Order approving the Backstop Purchase Agreement and other Backstop Documents, and (ii) the Solicitation Order approving the Solicitation Materials and Rights Offering Procedures, each subject to compliance with Section 3 hereof.

(f) No later than the date that is seventy-five (75) days following the Petition Date, the Bankruptcy Court shall enter the Confirmation Order, which order shall be subject to compliance with Section 3 hereof.

(g) No later than the date that is ninety (90) days following the Petition Date, the effective date of the Plan (the "Effective Date") shall occur.

5. Commitment of Consenting Noteholders. Each Consenting Noteholder shall (severally and not jointly and severally) from the RSA Effective Date until the occurrence of a Termination Date (as defined in Section 11):

(a) support and cooperate with the HCR Entities and make commercially reasonable efforts to consummate the Restructuring Transactions in accordance with the Plan and the terms and conditions of this Agreement, the Restructuring Term Sheet, and the other Definitive Documentation (but without limiting the applicable consent and approval rights provided in this Agreement and the Definitive Documentation), by: (i) voting all of its Claims and Interests, as applicable, now or hereafter owned by such Consenting Noteholder (or for which such Consenting Noteholder now or hereafter serves as the nominee, investment manager, or advisor for holders thereof) to accept the Plan; (ii) timely returning a duly-executed ballot in connection therewith; and (iii) not "opting out" of or objecting to any releases, indemnity and exculpation under the Plan (and to the extent required by the ballot, affirmatively "opting in" to such releases, indemnity and exculpation) (except such Consenting Noteholder shall no

longer be prohibited from "opting out" of, or required to "opt in" to, granting such a release, indemnity, or exculpation to any Party that has materially breached or terminated this Agreement);

(b) support and, as applicable, take all reasonable actions necessary to implement and consummate, the Rights Offering, including to the extent such Consenting Noteholder is a Backstop Party, the funding of any commitments under the Backstop Documents, in each case subject further to the terms and conditions of the Backstop Documents;

(c) not, directly or indirectly, seek, support, negotiate, engage in any discussions relating to, or solicit an Alternative Transaction (as defined below);

(d) not withdraw, amend, or revoke (or cause to be withdrawn, amended, or revoked) its tender, consent, or vote with respect to the Plan; provided however, that upon the occurrence of a Termination Date all tenders, consents, and votes tendered by the 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;

(e) support, and not object to, or delay or impede, or take any other action to interfere, directly or indirectly, with the Restructuring Transactions;

(f) support, and not object to, or delay or impede, or take any other action to interfere, directly or indirectly, with the entry by the Bankruptcy Court of any of the DIP Orders, the Backstop Order, the Solicitation Order, or the Confirmation Order; and

(g) to the extent any legal or structural impediment arises that would prevent, hinder, or delay the consummation of the Restructuring Transactions, negotiate in good faith appropriate additional or alternative provisions to address any such impediment; provided that the economic outcome for the Parties, the anticipated timing of the closing and other material terms of this Agreement must be substantially preserved in any such alternate provisions.

Notwithstanding the foregoing, in the event that (i) the Bankruptcy Court does not approve the releases and exculpation as described in the Restructuring Term Sheet pursuant to the Plan and the Confirmation Order and (ii) this Agreement has not been terminated as of the date of entry of the Confirmation Order, then each Consenting Noteholder covenants and agrees to support and not object to the Reorganized Debtors providing such releases and exculpation (and, to the extent applicable, take reasonable steps to cause the Reorganized Debtors to provide such releases and exculpation) as promptly as reasonably possible after the occurrence of the date on which the Restructuring Transactions are substantially consummated in accordance with the terms and conditions of the Definitive Documentation (and each Consenting Noteholder covenants and agrees not to object to, delay, impede, or take any other action (including to

instruct or direct any other person or entity) to interfere with the prompt consummation thereof), which covenants and agreements shall survive the occurrence of the Termination Date.

Further, notwithstanding the foregoing, (i) nothing in this Agreement and neither a vote to accept the Plan by any Consenting Noteholder nor the acceptance of the Plan by any Consenting Noteholder shall (x) be construed to prohibit any Consenting Noteholder from contesting whether any matter, fact, or thing is a breach of, or is inconsistent with, this Agreement or the Definitive Documentation, or exercising any consent rights provided with respect to the Required Consenting Noteholders hereunder or its rights or remedies specifically reserved herein or in the Senior Notes Documents, the DIP TL Documents, or the Definitive Documentation; (y) be construed to prohibit or limit any Consenting Noteholder from appearing as a party-in-interest in any matter to be adjudicated in the Chapter 11 Cases, so long as, from the RSA Effective Date until the occurrence of a Termination Date, such appearance and the positions advocated in connection therewith are not inconsistent with this Agreement, are not prohibited by this Agreement and are not for the purpose of hindering, delaying, or preventing the consummation of the Restructuring Transactions; or (z) limit the ability of a Consenting Noteholder to sell or enter into any transactions in connection with any Claims, Interests or any other claims against or interests in the HCR Entities, subject to Section 13 of this Agreement, and (ii) except as otherwise expressly provided in this Agreement, nothing in this Agreement shall require any Consenting Noteholder to incur any expenses, liabilities, or other obligations, or agree to any commitments, undertakings, concessions, indemnities, or other arrangements that would reasonably be expected to result in expenses, liabilities, or other obligations to any Consenting Noteholder.

6. Commitment of the HCR Entities.

(a) Subject to clause (c) of this Section 6, the HCR Entities shall, from the RSA Effective Date until the occurrence of a Termination Date:

(i) (A) support and take all reasonable actions necessary to implement and consummate the Restructuring in as timely a manner as practicable under applicable law and on the terms and conditions contemplated by this Agreement, the Restructuring Term Sheet, and the Definitive Documentation, (B) not take any actions, directly or indirectly, inconsistent with this Agreement, the Restructuring Term Sheet, or the Definitive Documentation, and (C) negotiate in good faith, execute, perform its obligations under, and consummate the transactions contemplated by, the Definitive Documentation to which it is (or will be) a party;

(ii) timely file a formal objection, in form and substance reasonably acceptable to the Required Consenting Noteholders, to any motion filed with the Bankruptcy Court by a third-party seeking the entry of an order (A) directing the appointment of a trustee or examiner with enlarged powers beyond those set forth in sections 1106(a)(3) and (4) of the Bankruptcy Code with respect to any HCR Entity, any of their subsidiaries, or their respective properties,

(B) converting the Chapter 11 Cases to cases under chapter 7 of the Bankruptcy Code, (C) dismissing the Chapter 11 Cases, (D) modifying or terminating the HCR Entities' exclusive right to file or solicit acceptances of a plan of reorganization; (E) challenging the validity, enforceability, perfection, or priority of, or seeking avoidance or subordination of, any portion of the DIP Term Loan Claims, DIP ABL Claims, or the Senior Notes Claims, as applicable, or asserting any other cause of action against or with respect or relating to such claims or any liens securing such claims (if applicable); or (F) that would hinder, impede, or delay the implementation of the Restructuring as contemplated by this Agreement;

(iii) timely comply with all Milestones;

(iv) to the extent that any legal or structural impediment arises that would prevent, hinder, or delay the consummation of the transactions contemplated in this Agreement or the Plan, negotiate in good faith appropriate additional or alternative provisions to address any such impediment, in consultation with the Required Consenting Noteholders; provided, however, that the economic outcome for the Parties, the anticipated timing of confirmation and the effective date of the Plan, and other material terms as contemplated herein and in the Plan must be substantially preserved, as determined by the Required Consenting Noteholders, in their sole discretion;

(v) not sell, or file any motion or application seeking to sell, any assets other than in the ordinary course of business without the prior written consent of the Required Consenting Noteholders (not to be unreasonably withheld or delayed);

(vi) (A) not make or declare any dividends, distributions, or other payments on account of its equity and (B) ensure that Holdco does not make any transfers (whether by dividend, distribution, or otherwise) to any direct or indirect parent entity or shareholder of Holdco and that no other HCR Entity makes any transfers (whether by dividend, distribution, or otherwise) to any direct or indirect parent entity or shareholder of Holdco;

(vii) maintain their good standing under the laws of the state or other jurisdiction in which they are incorporated or organized;

(viii) promptly notify the Consenting Noteholders and Ad Hoc Group Advisors in writing of the commencement of any governmental or third party complaints, litigations, investigations, or hearings (or

communications indicating that the same may be contemplated or threatened);

(ix) if the HCR Entities know of a breach by any Party of such Party's obligations, undertakings, representations, warranties, or covenants set forth in this Agreement, furnish prompt written notice (and in any event within two (2) business days of such actual knowledge) to the Consenting Noteholders and Ad Hoc Group Advisors;

(x) consult with and provide to the Ad Hoc Group Advisors any proposed treatments, amendments, or modifications with respect to any Railcar Lease to which the Required Consenting Noteholders are entitled to consent per the terms of this Agreement and the Restructuring Term Sheet;

(xi) not grant, agree to grant or make any payment on account of (including pursuant to a key employee retention plan, key employee incentive plan, or other similar agreement or arrangement) any additional or any increase in the wages, salary, bonus, commissions, retirement benefits, pension, severance or other compensation or benefits (including in the form of any vested or unvested Interests in Holdco or any other equity interest of any kind or nature) of any director, manager, officer, or management- or executive-level employee of any of the HCR Entities without the prior written consent of the Required Consenting Noteholders (not to be unreasonably withheld or delayed);

(xii) not (a) enter into, adopt, or establish any new compensation or benefit plans or arrangements (including employment agreements and any retention, success, or other bonus plans), or (b) amend or terminate any existing compensation or benefit plans or arrangements (including employment agreements), except in the case of this clause (b) as required by Law or the terms of the benefit plan or arrangement, in each case, without the prior written consent of the Required Consenting Noteholders (not to be unreasonably withheld or delayed);

(xiii) not incur or commit to incur any capital expenditures, other than capital expenditures that are contemplated by the DIP Budget;

(xiv) pay in cash (A) prior to the Petition Date, all reasonable and documented fees and expenses accrued prior to the Petition Date for which invoices or receipts are furnished by the Ad Hoc Group Advisors, (B) after the Petition Date, subject to any applicable orders of the Bankruptcy Court but without the need to file fee or retention applications, all reasonable and documented fees and expenses incurred prior to (to the extent not previously paid) on

and after the Petition Date from time to time by the Ad Hoc Group Advisors, but in any event within five business days of delivery to the HCR Entities of any applicable invoice or receipt, and (C) on the Effective Date, reimbursement to the Ad Hoc Group Advisors for all reasonable and documented fees and expenses incurred and outstanding in connection with the Restructuring Transactions (including any estimated fees and expenses estimated to be incurred through the Effective Date pursuant to the terms and conditions of the Plan); and

(xv) not terminate the applicable engagement agreements of, and not breach the reimbursement obligations owed to, the Ad Hoc Group Advisors.

(b) The HCR Entities shall not, directly or indirectly, at any time prior to consummation of the Restructuring Transactions, solicit, encourage or initiate any offer or proposal from, or actively negotiate term sheets or other definitive documentation, or enter into any agreement (other than a confidentiality agreement permitted under this Section 6(b)) with, any person or entity concerning any actual or proposed transaction involving any or all of any dissolution, winding up, liquidation, reorganization (including a competing plan of reorganization or other financial and/or corporate restructuring of the HCR Entities), assignment for the benefit of creditors, transaction, merger, consolidation, tender offer, exchange offer, business combination, joint venture, partnership, sale of a material portion of assets, sale, issuance, or other disposition of any equity or debt interests, financing (debt (including any alternative debtor-in-possession financing other than under the DIP Facilities) or equity), or recapitalization or restructuring of any of the Debtors (including, for the avoidance of doubt, a transaction premised on a sale of a material portion of assets under section 363 of the Bankruptcy Code), other than the Restructuring Transactions (each, an "Alternative Transaction"); provided, however, that if any of the HCR Entities receives a proposal or expression of interest regarding any Alternative Transaction from the RSA Effective Date until the occurrence of a Termination Date, the HCR Entities shall, (A) within twenty-four (24) hours, (i) notify counsel to the other Parties of any proposals for, or expressions of interest in, an Alternative Transaction, with such notice to include the material terms thereof, including the identity of the person or group of persons involved, and (ii) furnish counsel to the other Parties with copies of any written offer, oral offer, or any other information that they receive relating to the foregoing and shall promptly inform counsel to the other Parties of any material changes to such proposals, and (B) not enter into any confidentiality agreement with a party interested in an Alternative Transaction unless such party consents to identifying and providing to counsel to the Parties (under a reasonably acceptable confidentiality agreement) the information contemplated under this Section 6(b).

(c) Notwithstanding anything to the contrary in this Agreement, nothing in this Agreement shall require the HCR Entities or any directors, officers, managers, or members of the HCR Entities, each in its capacity as a director, officer, manager, or member of the HCR Entities, to take any action or to refrain from taking any action, to the extent inconsistent with the exercise of its fiduciary duties they have under applicable law, rule, or regulation (as reasonably determined by them in good faith after receiving advice from outside counsel).

(d) From and after the RSA Effective Date, the HCR Entities will operate the business of the HCR Entities in the ordinary course (subject to the terms of the DIP Budget) and keep the Consenting Noteholders reasonably informed about the operations of the HCR Entities (provided, that any transaction (or series of related transactions) in an amount exceeding $5 million is deemed not to be in the ordinary course of business for purposes of this Section 6(d) and the HCR Entities shall be required to obtain the consent of the Required Consenting Noteholders to effectuate such transaction (or series of related transactions)), and the HCR Entities shall provide to the Ad Hoc Group Advisors, and shall direct its employees, officers, advisors, and other representatives to provide the Ad Hoc Group Advisors, (A) reasonable access (without any material disruption to the conduct of the HCR Entities' businesses) to the HCR Entities' books and records during normal business hours; (B) reasonable access to the management and advisors of the HCR Entities during normal business hours; and (C) timely and reasonable responses to all reasonable diligence requests, in each case, for the purposes of evaluating the HCR Entities' assets, liabilities, operations, businesses, finances, strategies, prospects, and affairs.

7. Noteholder Termination Events. The obligations of the Consenting Noteholders under this Agreement shall automatically terminate upon the occurrence of any of the following events, unless waived, in writing, by the Required Consenting Noteholders on a prospective or retroactive basis (each, a "Noteholder Termination Event"):

(a) the failure to meet any of the Milestones unless (i) such failure is the result of any act, omission, or delay on the part of the Consenting Noteholders, as the case may be, in violation of their obligations under this Agreement or (ii) such Milestone is extended in accordance with Section 4 of this Agreement; provided that, a Party in breach of any of its respective undertakings, obligations, representations, warranties, or covenants set forth in this Agreement cannot enforce this Section 7(a);

(b) the occurrence of a material breach of this Agreement by any HCR Entity that has not been cured (if susceptible to cure) before the earlier of (i) five (5) business days after written notice to the HCR Entities of such material breach from the Required Consenting Noteholders, as the case may be, asserting such termination and (ii) one (1) calendar day prior to any

proposed Effective Date; provided, that for the avoidance of doubt, any breach of Sections 6(a)(xi), 6(a)(xii) or 6(a)(xiii) shall constitute a material breach;

(c) the conversion of one or more of the Chapter 11 Cases to a case under chapter 7 of the Bankruptcy Code;

(d) the dismissal of one or more of the Chapter 11 Cases;

(e) the appointment of a trustee, receiver, or examiner with expanded powers beyond those set forth in section 1106(a)(3) and (4) of the Bankruptcy Code in one or more of the Chapter 11 Cases;

(f) (i) any Definitive Documentation does not comply with Section 3 of this Agreement or (ii) any other document or agreement necessary to consummate the Restructuring Transactions is not satisfactory or reasonably satisfactory (as applicable) to the Required Consenting Noteholders;

(g) the HCR Entities (i) amend or modify, or file a pleading seeking authority to amend or modify, any Definitive Documentation in a manner that is materially inconsistent with this Agreement; (ii) suspend, withdraw, or revoke their support for the Restructuring Transactions; (iii) actively negotiate term sheets or other definitive documentation regarding an Alternative Transaction; or (iv) publicly announce their intention to take any such action listed in clauses (i) through (iii) of this subsection;

(h) any HCR Entity (i) files or publicly announces that it will file any plan of reorganization other than the Plan or (ii) withdraws or publicly announces its intention not to support the Plan;

(i) any HCR Entity files any motion or application seeking authority to sell any material assets without the prior written consent of the Required Consenting Noteholders, or such motion or application is inconsistent with the commitments set forth in Sections 6 hereof;

(j) the issuance by any governmental authority, including the Bankruptcy Court, any regulatory authority, or any other court of competent jurisdiction, of any ruling or order enjoining the substantial consummation of any of the Restructuring Transactions, which ruling or order has become final and non-appealable;

(k) the Bankruptcy Court enters any order authorizing the use of cash collateral or post-petition financing that is not in the form of the applicable DIP Orders or otherwise consented to by the Required Consenting Noteholders (such consent not to be unreasonably withheld);

(l) the occurrence of any Event of Default under the DIP Orders or the DIP TL Credit Agreement or DIP ABL Credit Agreement (as defined therein, respectively), as applicable, that has not been cured (if susceptible to cure) or waived by the applicable percentage of DIP Term Loan Lenders or DIP ABL Lenders, as applicable, in accordance with the terms of the DIP TL Credit Agreement or DIP ABL Credit Agreement, as applicable;

(m) the termination of the Backstop Purchase Agreement in accordance with the Backstop Documents;

(n) the HCR Entities seek to, or file any motion or application, including in connection with the Plan, seeking authority to, reject, assume, assume and assign, amend, supplement, or modify any Railcar Lease or other material executory contract or unexpired lease, without the prior written consent of the Required Consenting Noteholders (such consent not to be unreasonably withheld);

(o) the HCR Entities assume, assume and assign, amend, supplement or modify any Railcar Lease, or enter into any new agreement or arrangement with the Railcar Lessors on a post-petition basis without the prior written consent of the Required Consenting Noteholders (such consent not to be unreasonably withheld);

(p) a breach by any HCR Entity of any representation, warranty, or covenant of such HCR Entity set forth in Section 17 of this Agreement that could reasonably be expected to have a material adverse impact on the consummation of the Restructuring Transactions that (to the extent curable) has not been cured before the earlier of (i) five (5) business days after the receipt by the HCR Entities of written notice and description of such breach from any other Party and (ii) one (1) calendar day prior to any proposed Effective Date;

(q) either (i) any HCR Entity, or any other party acting on behalf, of the HCR Entities, files a motion, application, or adversary proceeding (or any HCR Entity supports any such motion, application, or adversary proceeding filed or commenced by any third party) challenging the validity, enforceability, perfection, or priority of, or seeking avoidance or subordination of, any portion of the DIP Term Loan Claims or the Senior Notes Claims or asserting any other cause of action against the DIP Term Loan Lenders or the Consenting Noteholders and/or with respect or relating to such DIP Term Loan Claims or Senior Notes Claims, each as applicable; or (ii) the Bankruptcy Court (or any court with jurisdiction over the Chapter 11 Cases) enters an order that could reasonably be expected to have a material adverse impact on the consummation of the Restructuring Transactions and such order has become final and non-appealable;

(r) any HCR Entity terminates its obligations under and in accordance with Section 8 of this Agreement;

(s) the Bankruptcy Court enters an order in the Chapter 11 Cases terminating any of the HCR Entities' exclusive right to file a plan or plans of reorganization or to solicit acceptances thereof pursuant to section 1121 of the Bankruptcy Code;

(t) the Bankruptcy Court enters an order granting relief from the automatic stay imposed by section 362 of the Bankruptcy Code authorizing any party to proceed against any material asset of any of the HCR Entities that would materially and adversely affect any of the HCR Entities' ability to operate their businesses in the ordinary course;

(u) the commencement of an involuntary case against any HCR Entity or any HCR Entity's foreign subsidiaries and affiliates or the filing of an involuntary petition seeking bankruptcy, winding up, dissolution, liquidation, administration, moratorium, reorganization or other relief in respect of such HCR Entity or such HCR Entity's foreign subsidiaries and affiliates, or their debts, or of a substantial part of their assets, under any federal, state or foreign bankruptcy, insolvency, administrative receivership or similar law now or hereafter in effect, provided, that such involuntary proceeding is not dismissed or converted by the HCR Entities to a voluntary case within a period of thirty (30) days after the filing thereof, or if any court grants the relief sought in such involuntary proceeding;

(v) any HCR Entity (i) voluntarily commences any case or files any petition seeking bankruptcy, winding up, dissolution, liquidation, administration, moratorium, reorganization or other relief under any federal, state, or foreign bankruptcy, insolvency, administrative receivership or similar law now or hereafter in effect except the voluntary case contemplated under this Agreement, (ii) consents to the institution of, or failing to contest in a timely and appropriate manner, any involuntary proceeding or petition described above, (iii) files an answer admitting the material allegations of a petition filed against it in any such proceeding, (iv) applies for or consents to the appointment of a receiver, administrator, administrative receiver, trustee, custodian, sequestrator, conservator or similar official, (v) makes a general assignment or arrangement for the benefit of creditors or (vi) takes any corporate action for the purpose of authorizing any of the foregoing;

(w) if (i) any of the DIP Orders or the Backstop Order are reversed, stayed, dismissed, vacated, reconsidered, modified, or amended without the consent of the Required Consenting Noteholders, or (ii) a motion for reconsideration, reargument, or rehearing with respect to any such order

has been filed and the HCR Entities have failed to timely object to such motion;

(x) if (i) the Solicitation Order or the Confirmation Order are reversed, stayed, dismissed, vacated, reconsidered, modified, or amended without the consent of the Required Consenting Noteholders, or (ii) a motion for reconsideration, reargument, or rehearing with respect to any such order has been filed and the HCR Entities have failed to timely object to such motion;

(y) the occurrence of the Maturity Date (as defined in either the DIP TL Credit Agreement or in the DIP ABL Agreement, as applicable) without the Plan having been substantially consummated; or

(z) at any time after the RSA Effective Date but prior to the Effective Date, Mr. Robert Rasmus ceases to serve as Chief Executive Officer of Holdco for any reason; provided, that a Noteholder Termination Event shall not occur under this Section 7(z) if, within three (3) business days of the date that Mr. Rasmus ceases to serve as Chief Executive Officer for any reason, the board of directors, managing members or other governing body of each HCR Entity, as applicable, appoints Mr. Ryan Omohundro, of Alvarez & Marsal North America, LLC (or such other person acceptable to the Required Consenting Noteholders), to the position of Chief Restructuring Officer (the "CRO") of each of the HCR Entities and bestows upon the CRO all duties and responsibilities customarily associated with such position, including, without limitation, the duties and responsibilities exercised by Mr. Rasmus as of the RSA Effective Date.

For the avoidance of doubt, subject to Section 9, any written waiver of the occurrence of a Noteholder Termination Event granted in writing by the Required Consenting Noteholders shall bind all Consenting Noteholders with respect to such written waiver.

8. HCR Entities' Termination Events. Each HCR Entity may, upon notice to the Consenting Noteholders, terminate its obligations under this Agreement upon the occurrence of any of the following events (each, a "HCR Termination Event"), subject to the rights of the HCR Entities to fully or conditionally waive, in writing, on a prospective or retroactive basis, the occurrence of a HCR Termination Event:

(a) a breach by a Consenting Noteholder (such Consenting Noteholder in breach, a "Defaulting Noteholder") of any obligation, representation, warranty, or covenant of such Consenting Noteholder set forth in this Agreement that could reasonably be expected to have a material adverse impact on the consummation of the Restructuring Transactions that (to the extent curable) has not been cured before the earlier of (i) five (5) business days after notice to all Parties of such breach and a description thereof and (ii) one (1) calendar day prior to any proposed Effective Date; provided, however, notwithstanding the foregoing, it shall not be a HCR

Termination Event if the non-breaching Consenting Noteholders hold more than two-thirds in principal amount of the Senior Notes Claims;

(b) if the board of directors of any HCR Entity determines, and notifies the Ad Hoc Group Advisors within twenty-four (24) hours of such determination, after receiving advice from outside counsel, that (i) proceeding with the Restructuring Transactions (including, without limitation, the Plan or solicitation of the Plan) would be inconsistent with the exercise of its fiduciary duties, or (ii) an Alternative Transaction is more favorable than the Plan and continued support of the Plan would be inconsistent with the exercise of its fiduciary duties; provided, that the HCR Entities shall give the Consenting Noteholders not less than three (3) Business Days' prior written notice before exercising the termination right in accordance with this Section 8(b); or

(c) the issuance by any governmental authority, including the Bankruptcy Court, any regulatory authority, or any other court of competent jurisdiction, of any ruling or order enjoining the substantial consummation of any of the Restructuring Transactions, which ruling or order has become final and non-appealable; provided, however, that the HCR Entities have made commercially reasonable, good faith efforts to cure, vacate, or have overruled such ruling or order prior to terminating this Agreement.

9. Individual Termination. Any Consenting Noteholder may terminate this Agreement as to itself only, upon written notice to the other Parties, in the event that:

(a) such Consenting Noteholder has transferred all (but not less than all) of its Senior Notes Claims in accordance with Section 13 of this Agreement (such termination shall be effective on the date on which such Consenting Noteholder has effected such transfer, satisfied the requirements of Section 13 and provided the written notice required above in this Section 9); or

(b) this Agreement is amended without its consent in such a way as to alter any of the material terms hereof in a manner that is disproportionately adverse to such Consenting Noteholder as compared to similarly situated Consenting Noteholders by giving ten (10) Business Days' written notice to the HCR Entities and the other Consenting Noteholders; provided, that such written notice shall be given by the applicable Consenting Noteholder within five (5) Business Days of such amendment, filing, or execution.

10. Mutual Termination; Automatic Termination. This Agreement and the obligations of all Parties hereunder may be terminated by mutual written agreement by and among Holdco, on behalf of itself and each other HCR Entity and the Required Consenting Noteholders. Notwithstanding anything in this Agreement to the contrary, this Agreement shall terminate automatically without further required action upon the occurrence of the Effective Date.

11. Effect of Termination.

(a) The earliest date on which termination of this Agreement as to a Party is effective in accordance with Sections 7, 8, 9 or 10 of this Agreement shall be referred to, with respect to such Party, as a "Termination Date".

(b) Upon the occurrence of a Termination Date, the terminating Party's obligations under this Agreement shall be terminated effective immediately, and such Party or Parties shall be released from its commitments, undertakings, and agreements; provided, however, that each of the following shall survive any such termination: (a) any claim for breach of this Agreement that occurs prior to such Termination Date, and all rights and remedies with respect to such claims shall not be prejudiced in any way; and (b) Sections 2, 11, 15 (for purposes of enforcement of obligations accrued through the Termination Date), 16, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 29, with respect to the last sentence of 31, 32, 33, 35, 36 and 37. The automatic stay imposed by section 362 of the Bankruptcy Code shall not prohibit a Party from taking any action necessary to effectuate the termination of and otherwise enforce this Agreement pursuant to and in accordance with the terms hereof.

12. Cooperation and Support. The HCR Entities shall provide draft copies of all material "first day" motions, applications, and other material documents related to the Definitive Documentation that any HCR Entity intends to file with the Bankruptcy Court in any of the Chapter 11 Cases to the Ad Hoc Group Advisors at least three (3) calendar days (or as soon as is reasonably practicable under the circumstances) prior to the date when such HCR Entity intends to file such document, and shall consult in good faith with such counsel regarding the form and substance of any such proposed filing; provided that all such "first day" and other material motions, applications, and other documents that any HCR Entity intends to file with the Bankruptcy Court in any of the Chapter 11 Cases (other than the Definitive Documentation) shall be in the form and substance reasonably satisfactory to the Required Consenting Noteholders. The HCR Entities will use reasonable efforts to provide draft copies of all other material pleadings any HCR Entity intends to file with the Bankruptcy Court to the Ad Hoc Group Advisors at least three (3) calendar days prior to filing such pleading (or as soon as is reasonably practicable under the circumstances), and shall consult in good faith with such counsel regarding the form and substance of any such proposed pleading. For the avoidance of doubt, the Parties agree, consistent with clause (b) of Section 3 hereof, (a) to negotiate in good faith the Definitive Documentation that is subject to negotiation and completion on the RSA Effective Date and (b) that, notwithstanding anything herein to the contrary, the Definitive Documentation, including any motions or orders related thereto, shall be consistent with this Agreement and

otherwise subject to the applicable consent rights of the Consenting Noteholders set forth in clause (b) of Section 3.

13. Transfers of Claims.

(a) No Consenting Noteholder shall (i) sell, transfer, assign, pledge, grant a participation interest in, or otherwise dispose of, directly or indirectly, any of its right, title, or interest in respect of any of such Consenting Noteholder's Senior Notes Claims in whole or in part, or (ii) deposit any of such Consenting Noteholder's Senior Notes Claims into a voting trust, or grant any proxies, or enter into a voting agreement with respect to any such claims (the actions described in Clauses (i) and (ii) are collectively referred to herein as a "Transfer" and the Consenting Noteholder making such Transfer is referred to herein as the "Transferor"), unless such Transfer is to or with another Consenting Noteholder or any other entity (a "Transferee") that first agrees in writing to be bound by the terms of this Agreement by executing and delivering to the HCR Entities and the Ad Hoc Group Advisors a Transferee Joinder substantially in the form attached hereto as **Exhibit B** (the "Transferee Joinder"). With respect to Senior Notes Claims held by the relevant Transferee upon consummation of a Transfer in accordance herewith, such Transferee is deemed to make all of the representations, warranties, and covenants of a Consenting Noteholder set forth in this Agreement as of the date of such Transfer. Upon compliance with the foregoing, the Transferor shall be deemed to relinquish its rights and be released from its obligations (except for any claim for breach of this Agreement that occurs prior to such Transfer and any remedies with respect to such claim) under this Agreement to the extent of such transferred rights and obligations.

(b) Notwithstanding anything herein to the contrary, (i) the foregoing Clause (a) of this Section 13 shall not preclude any Consenting Noteholder from transferring Senior Notes Claims to affiliates of such Consenting Noteholder (each, a "Consenting Noteholder Affiliate"), which Consenting Noteholder Affiliate shall be automatically bound by this Agreement upon the transfer of such Senior Notes Claims; and (ii) a Consenting Noteholder may effect a Transfer of its Senior Notes Claims to an entity that is acting in its capacity as a Qualified Marketmaker[2] without the requirement that the Qualified Marketmaker become a Consenting Noteholder; provided, that any subsequent Transfer by such Qualified Marketmaker of the right, title or interest in such Senior Notes Claims is to

[2] As used herein, the term "***Qualified Marketmaker***" means an entity that (a) holds itself out to the public or the applicable private markets as standing ready in the ordinary course of business to purchase from customers and sell to customers claims against the HCR Entities (or enter with customers into long and short positions in claims against the HCR Entities), in its capacity as a dealer or market maker in claims against the HCR Entities and (b) is, in fact, regularly in the business of making a market in claims against issuers or borrowers (including debt securities or other debt).

a Transferee that is or becomes a Consenting Noteholder at the time of such Transfer by executing and delivering a Transferee Joinder and to the extent any Consenting Noteholder is acting in its capacity as a Qualified Marketmaker, it may effect a Transfer of any Senior Notes Claims that it acquires from a holder of such claims that is not a Consenting Noteholder without the requirement that the Transferee be or become a Consenting Noteholder. Notwithstanding the foregoing, if, at the time of the proposed Transfer of such claims to the Qualified Marketmaker, such claims (A) may be voted on the Plan, the proposed Transferor must first vote such claims in accordance with the requirements of this Agreement or (B) have not yet been and may not yet be voted on the Plan and such Qualified Marketmaker does not effect a Transfer of such claims to a subsequent transferee prior to the third (3rd) business day prior to the expiration of the voting deadline (such date, the "Qualified Marketmaker Joinder Date"), such Qualified Marketmaker shall be required to (and the Transfer documentation to the Qualified Marketmaker shall have provided that it shall), on the first (1st) business day immediately following the Qualified Marketmaker Joinder Date, become a Consenting Noteholder with respect to such Senior Notes Claims in accordance with the terms hereof for the purposes of voting on the Plan as contemplated hereunder (provided that the Qualified Marketmaker shall automatically, and without further notice or action, no longer be a Consenting Noteholder with respect to such Senior Notes Claims at such time that the transferee of such claims becomes a Consenting Noteholder with respect to such claims).

(c) Any Transfer made in violation of this Section 13 shall be deemed null and void *ab initio* and of no force or effect, regardless of any prior notice provided to the HCR Entities and/or any Consenting Noteholder, and shall not create any obligation or liability of any HCR Entity or any other Consenting Noteholder to the purported transferee.

(d) This Section 13 shall not impose any obligation on the HCR Entities to issue any "cleansing letter" or otherwise publicly disclose information for the purpose of enabling a Consenting Noteholder to transfer any of its Senior Notes Claims. Notwithstanding anything to the contrary herein, to the extent the HCR Entities and any another Party have entered into a confidentiality agreement, the terms of such confidentiality agreement shall continue to apply and remain in full force and effect according to its terms, and this Agreement does not supersede any rights or obligations otherwise arising under such confidentiality agreement.

14. Further Acquisition of Claims or Interests. Except as set forth in Section 13, nothing in this Agreement shall be construed as precluding any Consenting Noteholder or any of its affiliates from acquiring any claims (as defined in section 101(5) of the Bankruptcy Code) against the HCR Entities ("Claims"), Senior Notes Claims, additional claims arising from the DIP Term Loan Facility (the "DIP Term Loan Claims"), or interests in the instruments underlying any of the Claims, Senior Notes Claims or the DIP Term Loan Claims; provided,

however, that any such additional Claims, Senior Notes Claims or DIP Term Loan Claims acquired by any Consenting Noteholder or by any of its affiliates shall automatically be subject to the terms and conditions of this Agreement. Upon any such further acquisition by a Consenting Noteholder or any of its affiliates, such Consenting Noteholder shall promptly notify counsel to the HCR Entities, who will then promptly notify the Ad Hoc Group Advisors.

15. Fees and Expenses. In accordance with and subject to Section 6(a)(xiv) and Section 6(a)(xv) hereof, the DIP Orders and/or the Backstop Order (as applicable), which orders shall provide for the payment of all reasonable and documented fees and expenses described in this Agreement and the Definitive Documentation, the HCR Entities shall pay or reimburse when due all reasonable and documented fees and expenses (including reasonable and documented travel costs and expenses) of the Ad Hoc Group Advisors (regardless of whether such fees and expenses were incurred before or after the Petition Date) incurred through and including the date on which a Termination Date has occurred, in each case solely to the extent set forth in the engagement letters between the HCR Entities and each respective Ad Hoc Group Advisor.

16. Consents and Acknowledgments.

(a) Each Party irrevocably acknowledges and agrees that this Agreement is not and shall not be deemed to be a solicitation for acceptances of the Plan. The acceptance of the Plan by each of the Consenting Noteholders will not be solicited until such Consenting Noteholders has received the Disclosure Statement and Solicitation Materials in accordance with the Solicitation Order or applicable law, and will be subject to sections 1125, 1126, and 1127 of the Bankruptcy Code.

(b) By executing this Agreement, each Consenting Noteholder (including, for the avoidance of doubt, any entity that may execute this Agreement or a Transferee Joinder after the RSA Effective Date) forbears from exercising remedies with respect to any Default or Event of Default as defined under the Senior Notes Documents that has occurred and is continuing as of the RSA Effective Date or is caused by the HCR Entities' entry into this Agreement or the other documents related to this Agreement and the transactions contemplated in this Agreement. For the avoidance of doubt, the forbearance set forth in this Section 16(b) shall not constitute a waiver with respect to any Default or Event of Default under the Senior Notes Documents and shall not bar any Consenting Noteholders from filing a proof of claim or taking action to establish the amount of such claim. Except as expressly provided in this Agreement, nothing herein is intended to, or does, in any manner waive, limit, impair, or restrict any right of any holder of the Senior Notes to protect and preserve any right, remedy, condition, or approval requirement under this Agreement or the Definitive Documentation. Upon the termination of this Agreement, the agreement of the Consenting Noteholders to forbear from exercising rights and remedies in accordance with this Section 16(b) shall immediately terminate without requirement of any demand, presentment or protest of any kind, all of which the HCR Entities hereby waive.

17. Representations and Warranties.

(a) Each Consenting Noteholder hereby represents and warrants on a several and not joint and several basis for itself and not any other person or entity that the following statements are true, correct, and complete, to the best of its actual knowledge, as of the date hereof:

(i) it has the requisite organizational power and authority to enter into this Agreement and to carry out the transactions contemplated by, and perform its respective obligations under, this Agreement;

(ii) the execution and delivery of this Agreement and the performance of its obligations hereunder have been duly authorized by all necessary corporate or other organizational action on its part;

(iii) the execution and delivery by it of this Agreement does not (A) violate its certificates of incorporation, or bylaws, or other organizational documents, or those of any of its affiliates in any material respect, or (B) result in a breach of, or constitute (with due notice or lapse of time or both) a default under any material contractual obligation to which it or any of its affiliates is a party;

(iv) this Agreement is its legally valid and binding obligation, enforceable against it in accordance with its terms, except as enforcement may be limited by bankruptcy, insolvency, reorganization, moratorium, or other similar laws relating to or limiting creditors' rights generally, or by equitable principles relating to enforceability;

(v) the execution, delivery, and performance by it of this Agreement does not require any registration or filing with, the consent or approval of, notice to, or any other action with any federal, state, or other governmental authority or regulatory body, except (A) any of the foregoing as may be necessary and/or required for disclosure by the Securities and Exchange Commission and applicable state securities laws, (B) any of the foregoing as may be necessary and/or required in connection with the Chapter 11 Cases, including the approval of the Disclosure Statement and confirmation of the Plan, (C) any other registrations, filings, consents, approvals, notices, or other actions, the failure of which to make, obtain or take, as applicable, would not be reasonably likely, individually or in the aggregate, to materially delay or materially impair the ability of any Party hereto to consummate the Restructuring Transactions contemplated hereby;

(vi) such Consenting Noteholder is an "accredited investor" within the meaning of Rule 501 of Regulation D promulgated under the

Securities Act of 1933, as amended (the "Securities Act"), with sufficient knowledge and experience to evaluate properly the terms and conditions of this Agreement, and has been afforded the opportunity to consult with its legal and financial advisors with respect to its decision to execute this Agreement, and it has made its own analysis and decision to enter into this Agreement and otherwise investigated this matter to its full satisfaction;

(vii) such Consenting Noteholder acknowledges the HCR Entities' representation and warranty that the issuance and any resale of the New Common Stock pursuant to the Plan is intended to be exempt from registration under the Securities Act pursuant to Section 4(a)(2) of the Securities Act and Regulation D thereunder or pursuant to section 1145 of the Bankruptcy Code, as applicable; and

(viii) it (A) either (1) is the sole owner of the claims and interests identified below its name on its signature page hereof and in the amounts set forth therein, free and clear of all claims, liens, encumbrances, charges, equity options, proxy, voting restrictions, rights of first refusal or other limitations on dispositions of any kind, or (2) has all necessary investment or voting discretion with respect to the principal amount of claims and interests identified below its name on its signature page hereof, and has the power and authority to bind the owner(s) of such claims and interests to the terms of this Agreement; (B) is entitled (for its own accounts or for the accounts of such other owners) to all of the rights and economic benefits of such claims and interests; and (C) to the knowledge of the individuals working on the Restructuring Transactions, does not directly or indirectly own any Senior Notes Claims, other than as identified below its name on its signature page hereof.

(b) Each HCR Entity hereby represents and warrants on a joint and several basis (and not any other person or entity other than the HCR Entities) that the following statements are true, correct, and complete, to the best of its actual knowledge, as of the date hereof:

(i) it has the requisite corporate or other organizational power and authority to enter into this Agreement and to carry out the transactions contemplated by, and perform its respective obligations under, this Agreement;

(ii) the execution and delivery of this Agreement and the performance of its obligations hereunder have been duly authorized by all necessary corporate or other organizational action on its part, including, without limitation, approval of each of the independent

directors of each of the corporate entities that comprise the HCR Entities;

(iii) the execution and delivery by it of this Agreement does not (A) violate its certificates of incorporation, or bylaws, or other organizational documents, or those of any of its affiliates in any material respect, or (B) result in a breach of, or constitute (with due notice or lapse of time or both) a default (other than, for the avoidance of doubt, a breach or default that would be triggered as a result of the Chapter 11 Cases of any HCR Entity's undertaking to implement the Restructuring Transactions through the Chapter 11 Cases) under any material contractual obligation to which it or any of its affiliates is a party;

(iv) the execution, delivery, and performance by it of this Agreement does not require any registration or filing with, the consent or approval of, notice to, or any other action with any federal, state, or other governmental authority or regulatory body, except (A) any of the foregoing as may be necessary and/or required for disclosure by the Securities and Exchange Commission and applicable state securities or "blue sky" laws, (B) any of the foregoing as may be necessary and/or required in connection with the Chapter 11 Cases, including the approval of the Disclosure Statement and confirmation of the Plan, (C) filings of amended certificates of incorporation or articles of formation or other organizational documents with applicable state authorities, and other registrations, filings, consents, approvals, notices, or other actions that are reasonably necessary to maintain permits, licenses, qualifications, and governmental approvals to carry on the business of the HCR Entities, and (D) any other registrations, filings, consents, approvals, notices, or other actions, the failure of which to make, obtain or take, as applicable, would not be reasonably likely, individually or in the aggregate, to materially delay or materially impair the ability of any Party hereto to consummate the Restructuring Transactions contemplated hereby;

(v) the issuance of and any resale of the New Common Stock pursuant to the Plan is intended to be exempt from registration under the Securities Act pursuant to Section 4(a)(2) of the Securities Act and Regulation D thereunder or pursuant to section 1145 of the Bankruptcy Code;

(vi) subject to the provisions of sections 1125 and 1126 of the Bankruptcy Code, this Agreement is its legally valid and binding obligation, enforceable against it in accordance with its terms, except as enforcement may be limited by bankruptcy, insolvency, reorganization, moratorium, or other similar laws relating to or

limiting creditors' rights generally, or by equitable principles relating to enforceability; and

(vii) it has sufficient knowledge and experience to evaluate properly the terms and conditions of the Plan and this Agreement, and has been afforded the opportunity to consult with its legal and financial advisors with respect to its decision to execute this Agreement, and it has made its own analysis and decision to enter into this Agreement and otherwise investigated this matter to its full satisfaction.

18. Survival of Agreement. Each of the Parties acknowledges and agrees that this Agreement is being executed in connection with negotiations concerning a possible financial restructuring of the HCR Entities and in contemplation of possible chapter 11 filings by the HCR Entities and the rights granted in this Agreement are enforceable by each signatory hereto without approval of any court, including, without limitation, the Bankruptcy Court.

19. Settlement Discussions. The Parties acknowledge that this Agreement, the Plan, and all negotiations relating hereto are part of a proposed settlement of matters that could otherwise be the subject of litigation. Pursuant to Rule 408 of the Federal Rules of Evidence, any applicable state rules of evidence, and any other applicable law, foreign or domestic, the Restructuring Term Sheet, this Agreement, the Plan, any related documents, and all negotiations relating thereto shall not be construed as or deemed to be an admission of any kind or be admissible into evidence in any proceeding other than a proceeding to enforce its terms.

20. Relationship Among Parties.

(a) None of the Consenting Noteholders shall have any fiduciary duty, any duty of trust or confidence in any form, or other duties or responsibilities to each other, the HCR Entities or their affiliates, or any of the HCR Entities' or their affiliates' creditors or other stakeholders, including any holders of Senior Notes Claims, and, other than as expressly set forth in this Agreement, there are no commitments among or between the Consenting Noteholders. It is understood and agreed that any Consenting Noteholder may trade in any debt or equity securities of the HCR Entities without the consent of the HCR Entities or any other Consenting Noteholder, subject to applicable securities laws and Sections 13 and 14 of this Agreement. No prior history, pattern, or practice of sharing confidences among or between any of the Consenting Noteholders or the HCR Entities shall in any way affect or negate this understanding and agreement.

(b) The obligations of each Consenting Noteholder are several and not joint with the obligations of any other Consenting Noteholder. Nothing contained herein and no action taken by any Consenting Noteholder shall be deemed to constitute the Consenting Noteholders as a partnership, an association, a joint venture, or any other kind of group or entity, or create

a presumption that the Consenting Noteholders are in any way acting in concert. The decision of each Consenting Noteholder to enter into this Agreement has been made by each such Consenting Noteholder independently of any other Consenting Noteholder.

(c) The Consenting Noteholders are not part of a "group" (within the meaning of Section 13(d)(3) or Section 14(d)(2) of the Securities Exchange Act of 1934, as amended or any successor provision), including any group acting for the purpose of acquiring, holding, or disposing of securities (within the meaning of Rule 13d-5(b)(1) under the Securities Exchange Act of 1934, as amended), with any other Party. For the avoidance of doubt, neither the existence of this Agreement, nor any action that may be taken by a Consenting Noteholder pursuant to this Agreement, shall be deemed to constitute or to create a presumption by any of the Parties that the Consenting Stakeholders are in any way acting in concert or as such a "group" within the meaning of Rule 13d-5(b)(1).

(d) The HCR Entities understand that the Consenting Noteholders are engaged in a wide range of financial services and businesses, and in furtherance of the foregoing, the HCR Entities acknowledge and agree that the obligations set forth in this Agreement shall only apply to the trading desk(s) or business group(s) of the Consenting Noteholders that principally manage or supervise such Consenting Noteholder's investment in the HCR Entities, and shall not apply to any other trading desk or business group of the Consenting Noteholder so long as they are not acting at the direction or for the benefit of such Consenting Noteholder.

21. Specific Performance. It is understood and agreed by the Parties that money damages may be an insufficient remedy for any breach of this Agreement by any Party and each non-breaching Party shall be entitled to seek specific performance and injunctive or other equitable relief as a remedy of any such breach of this Agreement, including, without limitation, an order of the Bankruptcy Court or other court of competent jurisdiction requiring any Party to comply promptly with any of its obligations hereunder.

22. Governing Law & Jurisdiction. This Agreement shall be governed by, and construed in accordance with, the laws of the State of New York, without regard to such state's choice of law provisions which would require the application of the law of any other jurisdiction, except where preempted by the Bankruptcy Code. By its execution and delivery of this Agreement, each Party irrevocably and unconditionally agrees for itself that any legal action, suit, or proceeding against it with respect to any matter arising under or arising out of or in connection with this Agreement or for recognition or enforcement of any judgment rendered in any such action, suit, or proceeding, may be brought in the United States District Court for the Southern District of New York, and by executing and delivering this Agreement, each of the Parties irrevocably accepts and submits itself to the exclusive jurisdiction of such court, generally and unconditionally, with respect to any such action, suit or proceeding. Notwithstanding the foregoing consent to New York jurisdiction, if the Chapter 11 Cases are commenced, each Party agrees that the Bankruptcy Court shall have exclusive jurisdiction of all

matters arising out of or in connection with this Agreement. By executing and delivering this Agreement, and upon commencement of the Chapter 11 Cases, each of the Parties irrevocably and unconditionally submits to the personal jurisdiction of the Bankruptcy Court solely for purposes of any action, suit, proceeding, or other contested matter arising out of or relating to this Agreement, or for recognition or enforcement of any judgment rendered or order entered in any such action, suit, proceeding, or other contested matter.

23. WAIVER OF RIGHT TO TRIAL BY JURY. EACH OF THE PARTIES WAIVES ANY RIGHT TO HAVE A JURY PARTICIPATE IN RESOLVING ANY DISPUTE, WHETHER SOUNDING IN CONTRACT, TORT OR OTHERWISE, BETWEEN ANY OF THE PARTIES ARISING OUT OF, CONNECTED WITH, RELATING TO, OR INCIDENTAL TO THE RELATIONSHIP ESTABLISHED BETWEEN ANY OF THEM IN CONNECTION WITH THIS AGREEMENT. INSTEAD, ANY DISPUTES RESOLVED IN COURT SHALL BE RESOLVED IN A BENCH TRIAL WITHOUT A JURY.

24. Successors and Assigns. Subject to Section 13, neither this Agreement nor any of the rights or obligations hereunder may be assigned by any Party hereto without the prior written consent of the other Parties hereto, and then only to a Person who has agreed to be bound by the provisions of this Agreement. Except as otherwise provided in this Agreement, this Agreement is intended to bind and inure to the benefit of each of the Parties and each of their respective permitted successors, assigns, heirs, executors, administrators, and representatives.

25. No Third-Party Beneficiaries. Unless expressly stated herein, this Agreement shall be solely for the benefit of the Parties and no other person or entity shall be a third-party beneficiary of this Agreement.

26. Notices. All notices (including, without limitation, any notice of termination or breach) and other communications from any Party hereunder shall be in writing and shall be deemed to have been duly given if personally delivered by courier service, messenger, email, or facsimile to the other Parties at the applicable addresses below, or such other addresses as may be furnished hereafter by notice in writing. Any notice of termination or breach shall be delivered to all other Parties.

(a) If to any HCR Entity:

Hi-Crush, Inc.
1330 Post Oak Blvd., #600
Houston, Texas 77056
Attn.: Robert E. Rasmus
Email: razz@redoakcap.com

With a copy to:

Latham & Watkins LLP
885 Third Avenue
New York, New York 10022
Attn: Keith A Simon
Annemarie V. Reilly
Email: keith.simon@lw.com
annemarie.reilly@lw.com

(b) If to the Consenting Noteholders, to the notice address provided on such Consenting Noteholder's signature page

With a copy to:

Paul, Weiss, Rifkind, Wharton & Garrison LLP
1285 Avenue of the Americas
New York, New York 10019-6064
Attn.: Brian S. Hermann
Elizabeth McColm
John T. Weber
Email: bhermann@paulweiss.com
emccolm@paulweiss.com
jweber@paulweiss.com

27. Entire Agreement. This Agreement (including the Exhibits and Schedules) constitutes the entire agreement of the Parties with respect to the subject matter of this Agreement, and supersedes all prior negotiations, agreements, and understandings, whether written or oral, among the Parties with respect to the subject matter of this Agreement; provided that any confidentiality agreement between or among the Parties shall remain in full force and effect in accordance with its terms; provided further that the Parties intend to enter into the Definitive Documentation after the date hereof to consummate the Restructuring Transactions.

28. Amendments. Except as otherwise provided herein, this Agreement may not be modified, amended, or supplemented, and no term or provision hereof or thereof waived, without the prior written consent of the HCR Entities and the Required Consenting Noteholders, provided that, (i) the written consent of each Consenting Noteholder and the HCR Entities shall be required for any amendments, amendments and restatements, modifications, or other changes to Section 9 and this Section 28 and (ii) the written consent of each Consenting Noteholder and the HCR Entities shall be required for any amendment or modification of the defined term "Required Consenting Noteholders". In determining whether any consent or approval has been given or obtained by the Required Consenting Noteholders or the Consenting Noteholders, as applicable, each then existing Defaulting Noteholder and its respective Senior Notes Claims shall be excluded from such determination.

29. Reservation of Rights.

(a) Except as expressly provided in this Agreement or the Restructuring Term Sheet, including, without limitation, Section 5(a) of this Agreement,

nothing herein is intended to, or does, in any manner waive, limit, impair, or restrict the ability of any Party to protect and preserve its rights, remedies and interests, including, without limitation, its claims against any of the other Parties.

(b) Without limiting clause (a) of this Section 29 in any way, if this Agreement is terminated for any reason, nothing shall be construed herein as a waiver by any Party of any or all of such Party's rights, remedies, claims, and defenses and the Parties expressly reserve any and all of their respective rights, remedies, claims and defenses, subject to Section 19 of this Agreement. This Agreement, the Plan, and any related document shall in no event be construed as or be deemed to be evidence of an admission or concession on the part of any Party of any claim or fault or liability or damages whatsoever. Each of the Parties denies any and all wrongdoing or liability of any kind and does not concede any infirmity in the claims or defenses which it has asserted or could assert.

30. Counterparts. This Agreement may be executed in one or more counterparts, each of which, when so executed, shall constitute the same instrument, and the counterparts may be delivered by facsimile transmission or by electronic mail in portable document format (.pdf).

31. Public Disclosure. The HCR Entities shall deliver drafts to the Ad Hoc Group Advisors of any press releases and public documents that constitute disclosure of the existence or terms of this Agreement or any amendment to the terms of this Agreement to the general public (each a "Public Disclosure") at least two (2) calendar days before making any such disclosure. Any Public Disclosure shall be reasonably acceptable to the HCR Entities and the Required Consenting Noteholders. Under no circumstances may any Party make any public disclosure of any kind that would disclose either: (i) the holdings of any Consenting Noteholder (including on the signature pages of the Consenting Noteholders, which shall not be publicly disclosed or filed) or (ii) the identity of any Consenting Noteholder without the prior written consent of such Consenting Noteholder or the order of a Bankruptcy Court or other court with competent jurisdiction; provided, however, that notwithstanding the foregoing, the HCR Entities shall not be required to keep confidential the aggregate holdings of all Consenting Noteholders, and each Consenting Noteholder hereby consents to the disclosure of the execution of this Agreement by the HCR Entities, and the terms and contents hereof, in the Plan, the Disclosure Statement filed therewith, and any filings by the HCR Entities with the Bankruptcy Court or the Securities and Exchange Commission, or as otherwise required by applicable law or regulation, or the rules of any applicable stock exchange or regulatory body.

32. Creditors' Committee. Notwithstanding anything herein to the contrary, if any Consenting Noteholder is appointed to, and serves on an official committee of creditors in the Chapter 11 Cases, the terms of this Agreement shall not be construed so as to limit such Consenting Noteholder's exercise of its fiduciary duties arising from its service on such committee; *provided*, *however*, that service as a member of a committee shall not relieve such Consenting Noteholder of its obligations to affirmatively support the Restructuring Transactions on the terms and conditions set forth in this Agreement and the Restructuring Term Sheet on the terms and conditions set forth in this Agreement

33. Severability. If any portion of this Agreement shall be held to be invalid, unenforceable, void or voidable, or violative of applicable law, the remaining portions of this Agreement insofar as they may practicably be performed shall remain in full force and effect and binding on the Parties.

34. Headings. The section headings of this Agreement are for convenience of reference only and shall not, for any purpose, be deemed a part of this Agreement.

35. Interpretation. This Agreement is the product of negotiations among the Parties, and the enforcement or interpretation hereof, is to be interpreted in a neutral manner, and any presumption with regard to interpretation for or against any Party by reason of that Party having drafted or caused to be drafted this Agreement or any portion hereof, shall not be effective in regard to the interpretation hereof. For purposes of this Agreement, unless otherwise specified: (a) each term, whether stated in the singular or the plural, shall include both the singular and the plural, and pronouns stated in the masculine, feminine, or neuter gender shall include the masculine, feminine, and the neuter gender; (b) all references herein to "Articles," "Sections," and "Exhibits" are references to Articles, Sections, and Exhibits of this Agreement; (c) the words "herein," "hereof," "hereunder," and "hereto," refer to this Agreement in its entirety rather than to a particular portion of this Agreement; and (d) the words "include" and "including," and variations thereof, shall not be deemed to be terms of limitation, and shall be deemed to be followed by the words "without limitation". The phrase "reasonable best efforts", "commercially reasonable best efforts", "commercially reasonable efforts" or words or phrases of similar import as used herein shall not be deemed to require any party to enforce or exhaust their appellate rights in any court of competent jurisdiction, including, without limitation, the Bankruptcy Court.

36. Computation of Time. Rule 9006(a) of the Federal Rules of Bankruptcy Procedure applies in computing any period of time prescribed or allowed herein only to the extent such period of time governs a Milestone pertaining to the entry of an order by the Bankruptcy Court in the Chapter 11 Cases.

37. Remedies Cumulative; No Waiver. All rights, powers, and remedies provided under this Agreement or otherwise available in respect hereof at law or in equity shall be cumulative and not alternative, and the exercise of any right, power, or remedy thereof by any Party shall not preclude the simultaneous or later exercise of any other such right, power, or remedy by such Party. The failure of any Party hereto to exercise any right, power, or remedy provided under this Agreement or otherwise available in respect hereof at law or in equity, or to insist upon strict compliance by any other Party hereto with its obligations hereunder, and any custom or practice of the parties at variance with the terms hereof, shall not constitute a waiver by such Party of its right to exercise any such or other right, power, or remedy or to demand such strict compliance.

38. Additional Parties. Without in any way limiting the provisions hereof, additional holders of Senior Notes Claims may elect to become Parties by executing and delivering to the HCR Entities and the Ad Hoc Group Advisors a counterpart hereof. Such additional holders of Senior Notes Claims shall become a Party to this Agreement as a Consenting Noteholder in accordance with the terms of this Agreement.

[*Signature pages follow*]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date and year first written above.

HCR Entities

Hi Crush Inc.
OnCore Processing LLC,
Hi Crush Augusta LLC,
Hi-Crush Whitehall LLC,
PDQ Properties LLC,
Hi-Crush Wyeville Operating LLC,
D & I Silica, LLC,
Hi-Crush Blair LLC,
Hi Crush LMS LLC,
Hi Crush Investments Inc.,
Hi Crush Permian Sand LLC,
Hi Crush Proppants LLC,
Hi-Crush Pods LLC,
Hi-Crush Canada Inc.,
Hi-Crush Holdings LLC,
Hi Crush Services LLC,
BulkTracer Holdings LLC,
Pronghorn Logistics Holdings, LLC,
FB Industries USA Inc.,
PropDispatch LLC,
Pronghorn Logistics, LLC, and
FB Logistics, LLC

By: J Philip McCormick Jr.
Name: J Philip McCormick, Jr.
Title: Authorized Signatory

CONSENTING NOTEHOLDER

BlueMountain Foinaven Master Fund L.P.
By: BlueMountain Capital Management, LLC,
its investment manager

Name: Richard Horne
Title: Deputy General Counsel, Tax

Principal Amount of Senior Notes Claims: [redacted]

Notice Address:

280 Park Avenue, 12th floor
New York, NY 10017

Fax:
Attention:
Email: legalnotices@bluemountaincapital.com

THE ABOVE-SIGNED CONSENTING NOTEHOLDER HEREBY (PLEASE CHECK ONE AND ONLY ONE):

X ELECTS TO BE A BACKSTOP PARTY AND COMMITS TO BACKSTOPPING THE RIGHTS OFFERING PURSUANT TO THE BACKSTOP PURCHASE AGREEMENT;

OR

☐ **ELECTS NOT TO BE A BACKSTOP PARTY.**

CONSENTING NOTEHOLDER

BlueMountain Fursan Fund L.P.
By: BlueMountain Capital Management, LLC,
its investment manager

Name: Richard Horne
Title: Deputy General Counsel, Tax

Principal Amount of Senior Notes Claims: [redacted]

Notice Address:

280 Park Avenue, 12th floor
New York, NY 10017

Fax:
Attention:
Email: legalnotices@bluemountaincapital.com

THE ABOVE-SIGNED CONSENTING NOTEHOLDER HEREBY (PLEASE CHECK ONE AND ONLY ONE):

X ELECTS TO BE A BACKSTOP PARTY AND COMMITS TO BACKSTOPPING THE RIGHTS OFFERING PURSUANT TO THE BACKSTOP PURCHASE AGREEMENT;

OR

☐ **ELECTS NOT TO BE A BACKSTOP PARTY.**

CONSENTING NOTEHOLDER

BlueMountain Summit Trading L.P.
By: BlueMountain Capital Management, LLC,
its investment manager

Name: Richard Horne
Title: Deputy General Counsel, Tax

Principal Amount of Senior Notes Claims: [redacted]

Notice Address:

280 Park Avenue, 12th floor
New York, NY 10017

Fax:
Attention:
Email: legalnotices@bluemountaincapital.com

THE ABOVE-SIGNED CONSENTING NOTEHOLDER HEREBY (PLEASE CHECK ONE AND ONLY ONE):

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OR

☐ **ELECTS NOT TO BE A BACKSTOP PARTY.**

CONSENTING NOTEHOLDER

CLEARLAKE CAPITAL PARTNERS V FINANCE, L.P.

By: Clearlake Capital Partners V GP, L.P.
Its: General Partner

By: _____
Name: José E. Feliciano
Title: Co-President

By: Clearlake Capital Partners, LLC
Its: General Partner

By: _____
Name: José E. Feliciano
Title: Managing Partner

Principal Amount of Senior Notes Claims: [redacted]

Notice Address:

Fax:
Attention:
Email:

THE ABOVE-SIGNED CONSENTING NOTEHOLDER HEREBY (PLEASE CHECK ONE AND ONLY ONE):

☑ **ELECTS TO BE A BACKSTOP PARTY AND COMMITS TO BACKSTOPPING THE RIGHTS OFFERING PURSUANT TO THE BACKSTOP PURCHASE AGREEMENT;**

OR

☐ ELECTS NOT TO BE A BACKSTOP PARTY.

CONSENTING NOTEHOLDER

MSD CREDIT OPPORTUNITY MASTER FUND, L.P.

By: _____
Name: Marcello Liguori
Title: Managing Director

Principal Amount of Senior Notes Claims: [redacted]

Notice Address:
c/o MSD Partners, L.P.
645 Fifth Avenue, 21st Floor
New York, NY 10022

Fax:
Attention: Marcello Liguori

THE ABOVE-SIGNED CONSENTING NOTEHOLDER HEREBY (PLEASE CHECK ONE AND ONLY ONE):

✓ **ELECTS TO BE A BACKSTOP PARTY AND COMMITS TO BACKSTOPPING THE RIGHTS OFFERING PURSUANT TO THE BACKSTOP PURCHASE AGREEMENT;**

OR

ELECTS NOT TO BE A BACKSTOP PARTY.

CONSENTING NOTEHOLDER

PineBridge Investments, on behalf of its managed funds and accounts set forth on Schedule A

By: 

Name: John Yovanovic

Title: Managing Director

Principal Amount of Senior Notes Claims: [redacted]

Notice Address:
PineBridge Investments
Park Avenue Tower
65 East 55th Street
New York, NY 10022

Fax:
Attention: Shivank Kumar
Email: Shivank.Kumar@pinebridge.com

THE ABOVE-SIGNED CONSENTING NOTEHOLDER HEREBY (PLEASE CHECK ONE AND ONLY ONE):

☐ **ELECTS TO BE A BACKSTOP PARTY AND COMMITS TO BACKSTOPPING THE RIGHTS OFFERING PURSUANT TO THE BACKSTOP PURCHASE AGREEMENT;**

OR

[●] ELECTS NOT TO BE A BACKSTOP PARTY.

Schedule A

PineBridge Funds and Accounts	Principal Amount of Senior Notes Claims
CSAA Insurance Exchange	[redacted]
IA Clarington Global Bond Fund	[redacted]
Ivy PineBridge High Yield Fund	[redacted]
Maryland State Retirement	[redacted]
PineBridge US Focus High Yield Bond Mother Fund	[redacted]
PineBridge Global Opportunistic DM Credit Fund	[redacted]
PineBridge Multi-Income Fund	[redacted]
PineBridge Global Funds – PineBridge Global Strategic Income Fund	[redacted]
Seasons ST – Diversified Fixed Income Core Bnd	[redacted]
Standard Insurance Company	[redacted]
PineBridge TW Global Multi Strategic	[redacted]
VALIC Retirement Co II – Core Bond Fund	[redacted]
Honeywell Fixed Income	[redacted]
RLI Insurance	[redacted]

CONSENTING NOTEHOLDER

PineBridge Investments, on behalf of its managed funds and accounts set forth on Schedule B

By: 

Name: John Yovanovic

Title: Managing Director

Principal Amount of Senior Notes Claims: [redacted]

Notice Address:
PineBridge Investments
Park Avenue Tower
65 East 55th Street
New York, NY 10022

Fax:
Attention: Shivank Kumar
Email: Shivank.Kumar@pinebridge.com

THE ABOVE-SIGNED CONSENTING NOTEHOLDER HEREBY (PLEASE CHECK ONE AND ONLY ONE):

[•] ELECTS TO BE A BACKSTOP PARTY AND COMMITS TO BACKSTOPPING THE RIGHTS OFFERING PURSUANT TO THE BACKSTOP PURCHASE AGREEMENT;

OR

[] ELECTS NOT TO BE A BACKSTOP PARTY.

Schedule B

PineBridge Funds and Accounts	Principal Amount of Senior Notes Claims
Abbott Laboratories Annuity Retirement Plan	[redacted]
Abbott-AbbVie Multiple Employer Pension Plan	[redacted]
Dunham High-Yield Bond Fund	[redacted]
VALIC Retirement Co II –Strategic Bond Fund	[redacted]
NM PERA PINEBRIDGE	[redacted]
Sun America Strategic Income Fund	[redacted]
Sun America Series High Yield	[redacted]
TA UNCONSTRAINED BOND FUND HY	[redacted]

CONSENTING NOTEHOLDER

WHITEBOX RELATIVE VALUE PARTNERS, L.P.
By: Whitebox Advisors LLC its investment manager

By: DocuSigned by: Luke Harris FA52A1B17F3241F...
Name: Luke Harris
Title: General Counsel – Corporate, Transactions & Litigation

Principal Amount of Senior Notes Claims: [redacted]

Notice Address:

3033 Excelsior Blvd., Suite 500
Minneapolis, MN 55416

Fax: N/A
Attention: Scott Specken
Email: SSpecken@whiteboxadvisors.com

THE ABOVE-SIGNED CONSENTING NOTEHOLDER HEREBY (PLEASE CHECK ONE AND ONLY ONE):

☒ **ELECTS TO BE A BACKSTOP PARTY AND COMMITS TO BACKSTOPPING THE RIGHTS OFFERING PURSUANT TO THE BACKSTOP PURCHASE AGREEMENT;**

OR

☐ **ELECTS NOT TO BE A BACKSTOP PARTY.**

CONSENTING NOTEHOLDER

WHITEBOX CREDIT PARTNERS, LP

DocuSigned by:

By: _____
EFEC066CE257489...

Name: Mark Strefling
Title: Partner & CEO

Principal Amount of Senior Notes Claims: [redacted]

Notice Address:

3033 Excelsior Blvd, Suite 500
Minneapolis, MN 55416

Fax: N/A
Attention: Scott Specken
Email:
SSpecken@whiteboxadvisors.com

THE ABOVE-SIGNED CONSENTING NOTEHOLDER HEREBY (PLEASE CHECK ONE AND ONLY ONE):

☒ **ELECTS TO BE A BACKSTOP PARTY AND COMMITS TO BACKSTOPPING THE RIGHTS OFFERING PURSUANT TO THE BACKSTOP PURCHASE AGREEMENT;**

OR

☐ **ELECTS NOT TO BE A BACKSTOP PARTY.**

CONSENTING NOTEHOLDER

WHITEBOX GT FUND, LP
By: Whitebox Advisors LLC its investment manager

By: DocuSigned by: Luke Harris FA52A1B17F3241F...
Name: Luke Harris
Title: General Counsel – Corporate, Transactions & Litigation

Principal Amount of Senior Notes Claims: [redacted]

Notice Address:

3033 Excelsior Blvd., Suite 500
Minneapolis, MN 55416

Fax: N/A
Attention: Scott Specken
Email: SSpecken@whiteboxadvisors.com

THE ABOVE-SIGNED CONSENTING NOTEHOLDER HEREBY (PLEASE CHECK ONE AND ONLY ONE):

☒ **ELECTS TO BE A BACKSTOP PARTY AND COMMITS TO BACKSTOPPING THE RIGHTS OFFERING PURSUANT TO THE BACKSTOP PURCHASE AGREEMENT;**

OR

☐ **ELECTS NOT TO BE A BACKSTOP PARTY.**

CONSENTING NOTEHOLDER

WHITEBOX MULTI-STRATEGY PARTNERS, L.P.
By: Whitebox Advisors LLC its investment manager

By: DocuSigned by: Luke Harris
FA52A1B17F3241F...
Name: Luke Harris
Title: General Counsel – Corporate, Transactions & Litigation

Principal Amount of Senior Notes Claims: [redacted]

Notice Address:

3033 Excelsior Blvd., Suite 500
Minneapolis, MN 55416

Fax: N/A
Attention: Scott Specken
Email: SSpecken@whiteboxadvisors.com

THE ABOVE-SIGNED CONSENTING NOTEHOLDER HEREBY (PLEASE CHECK ONE AND ONLY ONE):

☒ **ELECTS TO BE A BACKSTOP PARTY AND COMMITS TO BACKSTOPPING THE RIGHTS OFFERING PURSUANT TO THE BACKSTOP PURCHASE AGREEMENT;**

OR

☐ **ELECTS NOT TO BE A BACKSTOP PARTY.**

CONSENTING NOTEHOLDER

PANDORA SELECT PARTNERS, L.P.
By: Whitebox Advisors LLC its investment manager

By: DocuSigned by: Luke Harris FA52A1B17F324JF...
Name: Luke Harris
Title: General Counsel – Corporate, Transactions & Litigation

Principal Amount of Senior Notes Claims: [redacted]

Notice Address:

3033 Excelsior Blvd., Suite 500
Minneapolis, MN 55416

Fax: N/A
Attention: Scott Specken
Email:
SSpecken@whiteboxadvisors.com

THE ABOVE-SIGNED CONSENTING NOTEHOLDER HEREBY (PLEASE CHECK ONE AND ONLY ONE):

☒ **ELECTS TO BE A BACKSTOP PARTY AND COMMITS TO BACKSTOPPING THE RIGHTS OFFERING PURSUANT TO THE BACKSTOP PURCHASE AGREEMENT;**

OR

☐ **ELECTS NOT TO BE A BACKSTOP PARTY.**

Exhibit A to the Restructuring Support Agreement

Restructuring Term Sheet

Execution Version

HI-CRUSH INC., ET AL.

RESTRUCTURING TERM SHEET

July 12, 2020

This non-binding indicative term sheet (the "Term Sheet") sets forth the principal terms of a comprehensive restructuring (the "Restructuring") of the existing debt and other obligations of the HCR Entities (defined below). The Restructuring will be consummated through the commencement by the HCR Entities of voluntary cases under chapter 11 (the "Chapter 11 Cases") 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"), in accordance with the terms of the RSA (as defined below) to be executed by the HCR Entities and the Consenting Noteholders (as defined below) and to which this Term Sheet is appended. Capitalized terms used but not otherwise defined herein have the meaning given to such terms in the RSA (defined below).

THIS TERM SHEET DOES NOT CONSTITUTE AN OFFER OF SECURITIES OR A SOLICITATION OF THE ACCEPTANCE OR REJECTION OF A CHAPTER 11 PLAN FOR PURPOSES OF SECTIONS 1125 AND 1126 OF THE BANKRUPTCY CODE (AS DEFINED IN THE RSA). ANY SUCH OFFER OR SOLICITATION WILL ONLY BE MADE IN COMPLIANCE WITH ALL APPLICABLE SECURITIES, BANKRUPTCY, AND OTHER APPLICABLE LAWS.

THIS TERM SHEET IS BEING PROVIDED AS PART OF A COMPREHENSIVE COMPROMISE AND SETTLEMENT, EACH ELEMENT OF WHICH IS CONSIDERATION FOR THE OTHER ELEMENTS AND AN INTEGRAL ASPECT OF THE RESTRUCTURING. THIS TERM SHEET IS CONFIDENTIAL AND SUBJECT TO FEDERAL RULE OF EVIDENCE 408. NOTHING IN THIS TERM SHEET SHALL CONSTITUTE OR BE CONSTRUED AS AN ADMISSION OF ANY FACT OR LIABILITY, A STIPULATION OR A WAIVER, AND EACH STATEMENT CONTAINED HEREIN IS MADE WITHOUT PREJUDICE SOLELY FOR SETTLEMENT PURPOSES, WITH A FULL RESERVATION AS TO ALL RIGHTS, REMEDIES, CLAIMS OR DEFENSES OF THE CONSENTING LENDERS.

THE TRANSACTIONS DESCRIBED HEREIN WILL BE SUBJECT TO THE NEGOTIATION AND COMPLETION OF DEFINITIVE DOCUMENTATION INCORPORATING THE TERMS SET FORTH HEREIN, AND THE CLOSING OF ANY TRANSACTION SHALL BE SUBJECT TO THE TERMS AND CONDITIONS SET FORTH IN SUCH AGREED DEFINITIVE DOCUMENTATION.

Material Terms of the Restructuring	
Term	**Description**
Overview of the Restructuring	This Term Sheet contemplates the Restructuring of Hi-Crush Inc. (f/k/a Hi-Crush Partners LP) ("Holdco") and its direct and indirect subsidiaries (collectively with Holdco, the "HCR Entities" or the "Debtors" and each a "HCR Entity"). The Restructuring will be consummated pursuant to a joint "pre-arranged" chapter 11 plan of reorganization (as amended, restated, modified or otherwise supplemented, the "Plan" and, the supplement thereto, the "Plan Supplement") to be confirmed by the Bankruptcy Court. To effectuate the Restructuring, certain parties, including: (a) the HCR Entities and (b) certain holders (the "Consenting Noteholders") of the 9.500% senior notes (the "Senior Notes") issued by Holdco pursuant to that certain Indenture, dated as of August 1, 2018 (as amended, restated, supplemented or otherwise modified, the "Indenture" and, together with all ancillary documents related thereto, the "Senior Notes Documents"), by and among Holdco, as issuer, the guarantors party thereto, and U.S. Bank National Association, as trustee, will enter into a Restructuring Support Agreement (as amended, restated, supplemented or otherwise modified in accordance with the terms hereof and thereof, the "RSA") consistent in all respects with the material terms set forth herein. The Chapter 11 Cases will be financed by two debtor-in-possession financing facilities, including (a) an up to $30 million superpriority senior secured asset-based revolving loan financing facility (the "DIP ABL Facility") pursuant to a credit agreement substantially in the form attached hereto as **Exhibit 1** (the "DIP ABL Agreement") that shall refinance and satisfy in full the HCR Entities' obligations under that certain Credit Agreement, dated as of August 1, 2018 (as amended, restated, supplemented or otherwise modified from time to time, the "Existing Credit Agreement" and, together with the collateral and ancillary documents related thereto the "Existing Credit Documents" and the credit facility thereunder, the "Existing Credit Facility") by and among Holdco, as borrower, the guarantors party thereto, the lenders party thereto from time to time and JPMorgan Chase Bank, N.A., as administrative agent. The DIP ABL Facility shall be funded by certain of the existing lenders to the Existing Credit Agreement (such lenders, the "Existing Lenders", and in such capacity, the "DIP ABL Lenders"), and the existing administrative agent under the Existing Credit Agreement shall act as the administrative agent thereunder (the "Existing Agent" and, in such capacity, the "DIP ABL Agent"). The letters of credit outstanding under the Existing Credit Agreement shall be deemed ("Existing L/Cs") outstanding under the DIP ABL Facility. The second debtor-in-possession financing facility shall be a $40 million superpriority secured delayed-draw term loan financing facility (the "DIP Term Loan Facility") pursuant to a credit agreement substantially in the form attached hereto as **Exhibit 2** (the "DIP TL Agreement"). The DIP Term Loan Facility shall be funded by members of the ad hoc group of Consenting Noteholders (the "Ad Hoc Group") that are represented by Paul, Weiss, Rifkind, Wharton & Garrison LLP, as counsel, Porter Hedges LLP, as local counsel, and Moelis & Company LLC, as financial advisor and investment banker (together, the "Ad Hoc Group Advisors"). On the effective date of the Restructuring (the "Effective Date"): (a) subject to satisfaction of certain conditions set forth in the DIP ABL Facility, the Exit ABL

	Facility (as defined herein) and/or the other Definitive Documentation, the DIP ABL Facility shall be refinanced by the Exit ABL Facility (as defined herein), and the Existing L/Cs shall be deemed outstanding under the Exit ABL Facility; (b) the HCR Entities shall consummate the Rights Offering (as defined below) pursuant to which the Rights Offering Participants and the Backstop Parties (each as defined below) shall fund an aggregate amount of $43.3 million[1] (excluding the Put Option Premium) to acquire the New Secured Convertible Notes (defined below) to be issued by the Reorganized Debtors (as defined below), and the proceeds of the Rights Offering shall be used to satisfy the HCR Entities' obligations under the DIP Term Loan Facility, including any accrued and unpaid fees and interest (the "DIP TL Obligations"), and (c) the Senior Notes Claims and the General Unsecured Claims (each, as defined below) shall be equitized. As reorganized on the Effective Date pursuant to the Plan, the HCR Entities shall be referred to collectively herein as the "Reorganized Debtors," and as reorganized on the Effective Date pursuant to the Plan, Holdco shall be referred to herein as "Reorganized Holdco."
Rights Offering	The Debtors shall effectuate a rights offering during the Chapter 11 Cases and in conjunction with and pursuant to the Plan (the "Rights Offering") to record holders as of a specified record date of Allowed[2] Senior Notes Claims and Allowed General Unsecured Claims (each, as defined below), each of which shall be an "accredited investor" (as such term is defined in Rule 501 under the Securities Act) (an "Accredited Investor") and shall complete a customary accredited investor questionnaire (each such holder, a "Rights Offering Participant" and, collectively, the "Rights Offering Participants"). Each Rights Offering Participant shall be offered the right (collectively, the "Rights"), attached to its respective Allowed Senior Notes Claim or Allowed General Unsecured Claim, to purchase its *pro rata* share (based on such Rights Offering Participant's relative share of the total amount of all Allowed Senior Notes Claims and Allowed General Unsecured Claims) of the New Secured Convertible Notes (defined below) for an aggregate purchase price of $43.3 million (the "Rights Offering Amount"). Rights Offering Participants shall be issued Rights at no charge. The Rights shall be attached to each Allowed Senior Notes Claim and each Allowed General Unsecured Claim and shall be transferable with such Allowed claims as shall be set forth in the Rights Offering Procedures (as defined herein). Each Rights Offering Participant electing to exercise its Rights shall purchase New Secured Convertible Notes by paying cash in an aggregate amount equal to the aggregate original principal amount of the New Secured Convertible Notes to be acquired by such Rights Offering Participant in the Rights Offering. Any New Secured Convertible Notes that are not subscribed for and purchased in the Rights Offering by a Rights Offering Participant (including any portion of the Rights Offering Amount that holders of Allowed Senior Notes Claims or Allowed General Unsecured Claims as of the applicable record date who are not Accredited Investors could have purchased if such holders exercised their respective Rights in the Rights Offering) shall be put to and purchased by the Backstop Parties in

[1] Amount subject to professional fee budget acceptable to the Backstop Parties.

[2] "Allowed" shall mean any claim that is determined to be an allowed claim in the Chapter 11 Cases in accordance with section 502 or section 506 of the Bankruptcy Code.

	accordance with the terms and conditions of the Backstop Purchase Agreement; provided, however, that no Backstop Party shall be required to purchase the New Secured Convertible Notes pursuant to such Backstop Party's Backstop Commitment in an aggregate original principal amount that exceeds the Backstop Commitment Amount (as defined below) for such Backstop Party. There will be no over-subscription privilege in the Rights Offering, such that any New Secured Convertible Notes that are not subscribed for and purchased in the Rights Offering by a Rights Offering Participant (including any portion of the Rights Offering Amount that holders of Allowed Senior Notes Claims or Allowed General Unsecured Claims as of the applicable record date who are not Accredited Investors could have purchased if such holders exercised their respective Rights in the Rights Offering) 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 applicable to the Rights Offering) in accordance with the terms and conditions of the Backstop Purchase Agreement. The aggregate amount of cash received by the Debtors from (a) Rights Offering Participants and (b) the Backstop Parties pursuant to the Backstop Purchase Agreement, in each case, for the New Secured Convertible Notes shall be used: (w) first, to satisfy the DIP TL Obligations; (x) second, to satisfy out-of-pocket costs and expenses incurred by the Debtors in connection with the Restructuring, (y) third, if necessary, to cash collateralize letter of credit obligations that shall become outstanding under the Exit ABL Facility, in an amount not to exceed $25 million, and (z) fourth, for working capital and other general corporate purposes of the Reorganized Debtors following the Effective Date. The Rights Offering shall be conducted by the Debtors and consummated on terms, subject to conditions and in accordance with procedures that are consistent in all material respects with this Term Sheet and otherwise in form and substance acceptable to the Debtors and the Required Backstop Parties (the "Rights Offering Procedures"). The HCR Entities shall seek to establish the general bar date to file proofs of claim for a date no later than forty-five (45) days after the Petition Date so the universe of General Unsecured Claims (defined below) is known for purposes of the Rights Offering.
Backstop Commitments	In conjunction with the Restructuring, certain members of the Ad Hoc Group (in such capacity, the "Backstop Parties" and, the Backstop Parties representing at least two-thirds of the Backstop Commitments, the "Required Backstop Parties") shall provide the Debtors with a commitment to backstop the Rights Offering on terms and conditions set forth in the Backstop Purchase Agreement. On the terms and subject to the conditions set forth in the Backstop Purchase Agreement, each of the Backstop Parties will severally, and not jointly, purchase its Backstop Commitment Percentage (as defined below) (subject to such Backstop Party's applicable Backstop Commitment Amount) of the New Secured Convertible Notes offered for sale in the Rights Offering that are not purchased by Rights Offering Participants (including any portion of the Rights Offering Amount that holders of Allowed Senior Notes Claims or Allowed General Unsecured Claims as of the applicable record date who are not Accredited Investors could have purchased if such holders exercised their respective Rights in the Rights Offering) (the "Unsubscribed Notes") at par.

	In the event that a Backstop Party defaults on its obligation to purchase Unsubscribed Notes (a "Defaulting Backstop Party"), then each Backstop Party that is not a Defaulting Backstop Party (each, a "Non-Defaulting Backstop Party") shall also have the right, but not the obligation, to purchase its Adjusted Commitment Percentage of such Unsubscribed Notes at par and on the terms set forth in the Backstop Purchase Agreement. "Adjusted Commitment Percentage" means, with respect to any Non-Defaulting Backstop Party, a fraction, expressed as a percentage, the numerator of which is the Backstop Commitment Percentage of such Non-Defaulting Backstop Party and the denominator of which is the aggregate Backstop Commitment Percentages of all Non-Defaulting Backstop Parties. "Backstop Commitment" means, with respect to any Backstop Party for the Rights Offering, the commitment, on the terms set forth in the Backstop Purchase Agreement, of such Backstop Party to purchase (directly or through an affiliate) a portion of the New Secured Convertible Notes offered for sale in the Rights Offering to the extent that such Rights Offering is not fully subscribed pursuant to the terms and conditions thereof. If a group of Backstop Parties that are affiliates of one another purchase New Secured Convertible Notes in the Rights Offering in an aggregate original principal amount that is less than the product of (a) aggregate Backstop Commitment Percentages of such Backstop Parties and (b) the Rights Offering Amount, then such affiliated Backstop Parties shall be required to purchase Unsubscribed Notes such that no such deficiency exists and such obligation shall constitute the Backstop Commitments of such affiliated Backstop Parties (it being understood that such obligation to purchase such Unsubscribed Notes shall be satisfied prior to determining the Backstop Commitments of all other Backstop Parties). "Backstop Commitment Amount" means, with respect to any Backstop Party, (a) the product of (i) the Rights Offering Amount and (ii) such Backstop Party's Backstop Commitment Percentage, minus (b) the aggregate original principal amount of New Secured Convertible Notes that such Backstop Party purchases in the Rights Offering in its capacity as a Rights Offering Participant. "Backstop Commitment Percentage" means, with respect to any Backstop Party, a percentage that will be ascribed to such Backstop Party, which percentage will based upon the amount of Senior Notes Claims held by each respective Backstop Party as compared to the aggregate amount of Senior Notes Claims held by all Backstop Parties. "Backstop Purchase Agreement" means an agreement to be executed by and between the Debtors and the Backstop Parties setting forth, among other things, the terms and conditions of the Rights Offering, the Backstop Commitments, the payment of the Put Option Premium, the Liquidated Damages Payment and the Backstop Expenses (each as defined below), such agreement to contain representations, warranties, covenants, conditions to closing, termination rights, indemnities, reimbursements and other terms and provisions that are consistent in all material respects with this Term Sheet and otherwise acceptable to the Debtors and the Backstop Parties, and the disclosures to the representations and warranties made by the Debtors in the Backstop Purchase Agreement shall be reasonably acceptable to the Backstop Parties.

	In consideration for the Debtors' right to cause the Backstop Parties to purchase (directly or through an affiliate) their respective Backstop Commitment Percentages of the Unsubscribed Notes (limited by their respective Backstop Commitment Amounts), the Reorganized Debtors shall be required to make a non-refundable put option premium (the "Put Option Premium") equal to $4.8 million, which Put Option Premium shall be paid in the form of New Secured Convertible Notes to be issued on the Effective Date. The Put Option Premium shall be paid to the Backstop Parties on a *pro rata* basis based upon their respective Backstop Commitment Percentages; provided, however, that (a) no Defaulting Backstop Party shall be entitled to any portion of the Put Option Premium, and (b) Non-Defaulting Backstop Parties that purchase Unsubscribed Notes that are offered for sale in the Rights Offering that are not purchased by any other Backstop Party (in its capacity as a Right Offering Participant) pursuant to the exercise of such other Backstop Party's Rights in such Rights Offering shall be entitled to receive a proportionate share of the amount of the Put Option Premium that would have otherwise been distributed to the applicable Defaulting Backstop Party if such Defaulting Backstop Party had been a Non-Defaulting Backstop Party. The Put Option Premium (i) shall be fully earned as of the date of execution of the Backstop Purchase Agreement, (ii) shall not be refundable under any circumstance or creditable against any other amount paid or to be paid in connection with the Backstop Purchase Agreement or otherwise, (iii) shall be issued without setoff or recoupment and shall not be subject to defense or offset on account of any claim, defense or counterclaim, (iv) shall be issued free and clear of and without deduction for any and all applicable taxes, levies, imposts, deductions, charges or withholdings, and all liabilities with respect thereto (with appropriate gross-up for withholding taxes), and (v) shall be treated for U.S. federal income tax purposes as a premium for an option to put the Unsubscribed Notes to the Backstop Parties. If any Debtor (a) enters into, publicly announces its intention to enter into, or announces to any of the parties to the RSA or other holders of claims against or interest in any of the Debtors its intention to enter into, an agreement (including, without limitation, any agreement in principle, letter of intent, memorandum of understanding or definitive agreement), whether binding or non-binding, or whether subject to terms and conditions, with respect to any Alternative Transaction (as defined in the RSA), (b) files any pleading or document with the Bankruptcy Court agreeing to, evidencing its intention to support, or otherwise supports, any Alternative Transaction or (c) consummates any Alternative Transaction (any of the events described in clause (a), clause (b) or clause (c), a "Triggering Event"), in any such case described in clause (a), clause (b) or clause (c), at any time prior to the termination of the Backstop Purchase Agreement or within twelve (12) months following the termination of the Backstop Purchase Agreement, then the Debtors will pay to the Non-Defaulting Backstop Parties a cash payment in the aggregate amount of $4.8 million (the "Liquidated Damages Payment"), such Liquidated Damages Payment shall be deemed earned in full on the date of the occurrence of the Triggering Event and to be paid to the Non-Defaulting Backstop Parties on a *pro rata* basis based upon their respective Adjusted Commitment Percentages. The Liquidated Damages Payment, if any, shall be (A) paid (1) only upon consummation of an Alternative Transaction, (2) without setoff or recoupment and shall not be subject to defense or offset on account of any claim, defense or counterclaim, and (3) free and clear of and without deduction for any and all applicable taxes, levies, imposts, deductions, charges or withholdings, and all liabilities with respect thereto

	(with appropriate gross-up for withholding taxes), and (B) treated as having administrative expense priority status under sections 503(b)(1) and 507(a)(2) of the Bankruptcy Code. The Debtors will reimburse or pay, as the case may be, all reasonable fees, costs, expenses, disbursements and charges of the Backstop Parties incurred in connection with or relating to the diligence, negotiation, preparation, execution, delivery, implementation and/or consummation of the Plan, the Rights Offering, the Backstop Commitments, the Backstop Purchase Agreement, the Backstop Approval Motion, the Backstop Order, and the transactions contemplated by any of the foregoing, or any of the other Definitive Documentation, and the enforcement, attempted enforcement or preservation of any rights or remedies under the Backstop Purchase Agreement or any of the other Definitive Documentation (collectively, the "Backstop Expenses"), including, but not limited to, (i) the reasonable and documented fees, costs and expenses of, counsel, advisors and agents for the Backstop Parties (including, for the avoidance of doubt, the Ad Hoc Group Advisors' reasonable and documented fees and expenses) and (y) filing fees (if any) required by the Hart Scott Rodino Antitrust Improvements Act of 1976 or any other competition Laws and any expenses related thereto. The Backstop Commitment of a Backstop Party shall not be assigned (whether by operation of Law or otherwise) without the prior written consent of the Debtors and the Required Backstop Parties. Notwithstanding the immediately preceding sentence, any Backstop Party's Backstop Commitment may be freely assigned or transferred, in whole or in part, by such Backstop Party, to (a) any other Backstop Party or (b) any affiliate of a Backstop Party; provided, that any such assignee of a Backstop Commitment must be an Accredited Investor.
New Secured Convertible Notes	On the Effective Date, Reorganized Holdco shall issue new secured convertible notes in an aggregate principal amount of the Rights Offering Amount (the "New Secured Convertible Notes"). The New Secured Convertible Notes shall be on terms acceptable to the Debtors and the Required Backstop Parties and consistent with the material terms set forth in the term sheet attached hereto as **Exhibit 3** (the "New Secured Notes Term Sheet").
Exit ABL Facility	On the Effective Date, the Reorganized Debtors shall enter into a new credit agreement (the "Exit ABL Credit Agreement" and, collectively with any other definitive documentation governing the Exit ABL Facility, the "Exit ABL Documents") providing for a new senior secured asset-based revolving loan facility in the aggregate principal commitment amount of not less than $20 million, and shall provide for a not less than $20 million letter of credit sub-limit (the "Exit ABL Facility"), which shall refinance and replace the DIP ABL Facility, and the Existing L/Cs outstanding under the DIP ABL Facility shall be deemed outstanding under the Exit ABL Facility. The Exit ABL Documents shall be on terms substantially similar to the Existing Credit Documents, and shall be on terms reasonably acceptable to the Reorganized HCR Entities and the Required Backstop Parties.

Treatment of Claims and Interests Under the Restructuring and the Plan	
Claim	**Proposed Treatment**
Unclassified Claims	
DIP ABL Claims	**Treatment.** On the Effective Date, each holder of an Allowed claim under DIP ABL Agreement (collectively, the "DIP ABL Claims") shall receive payment in full in cash from the proceeds of the Exit ABL Facility, and the Existing L/Cs under the DIP ABL Facility that remain undrawn as of the Effective Date shall be deemed outstanding under the Exit ABL Facility or, if necessary, be 105% cash collateralized as of the Effective Date and remain outstanding. **Voting.** Not classified; non-voting.
DIP Term Loan Claims	**Treatment.** On the Effective Date, each holder of an Allowed claim under the DIP TL Agreement (collectively, the "DIP Term Loan Claims") shall receive payment in full in cash from the proceeds of the Rights Offering and Backstop Purchase Agreement. **Voting.** Not classified; non-voting.
Administrative Claims	**Treatment.** Except to the extent that a holder of an Allowed administrative claim (collectively, the "Administrative Claims") and the Debtors, with the consent of the Required Backstop Parties, which consent shall not be unreasonably withheld, agree in writing to less favorable treatment for such Administrative Claim, such holder shall receive payment in full, in cash, of the unpaid portion of its Allowed Administrative Claim on the Effective Date or as soon thereafter as reasonably practicable (or, if payment is not then due, on the due date of such Allowed Administrative Claim). Administrative Claims shall include, among other things: (a) claims against the Debtors arising under section 503(b) of the Bankruptcy Code; (b) Allowed claims for reasonable fees and expenses of professionals retained in the Chapter 11 Cases with the approval of the Bankruptcy Court; and (c) the Backstop Expenses and the Liquidated Damages Payment in accordance with the terms and conditions of the Backstop Purchase Agreement and the Backstop Order. **Voting.** Not classified; non-voting.
Priority Tax Claims	**Treatment.** All Allowed claims against the Debtors under section 507(a)(8) of the Bankruptcy Code (collectively, the "Priority Tax Claims") shall be treated in accordance with section 1129(a)(9)(C) of the Bankruptcy Code. **Voting.** Not classified; non-voting.
Intercompany Claims	There shall be no distributions on account of intercompany claims between and among the Debtors and their subsidiaries. Notwithstanding the foregoing, (a) the Debtors, with the consent of the Required Backstop Parties, may reinstate or compromise, as the case may be, the intercompany claims between and among the Debtors and their subsidiaries, and (b) the treatment of the intercompany claims shall be effectuated in a tax efficient manner.

Classified Claims and Interests	
Other Secured Claims	**Treatment.** Except to the extent that a holder of an Allowed secured claim, other than a DIP Claim (collectively, the "Other Secured Claims"), and the Debtors, with the consent of the Required Backstop Parties, which consent shall not be unreasonably withheld, agree in writing to less favorable treatment for such Other Secured Claim, such holder shall receive either (a) payment in full in cash of the unpaid portion of their Allowed Other Secured Claims, including any interest thereon required to be paid under section 506(b) of the Bankruptcy Code (or if payment is not then due, on the due date of such Allowed Other Secured Claims), (b) reinstatement pursuant to section 1124 of the Bankruptcy Code, (c) the return or abandonment of the collateral securing such claim to such holder, or (d) such other treatment necessary to satisfy section 1129 of the Bankruptcy Code. **Voting.** Unimpaired. Each holder of an Allowed Other Secured Claim will be conclusively deemed to have accepted the Plan pursuant to section 1126(f) of the Bankruptcy Code. Therefore, each holder of an Allowed Other Secured Claim will not be entitled to vote to accept or reject the Plan.
Other Priority Claims	**Treatment.** Except to the extent that a holder of an Allowed claim described in section 507(a) of the Bankruptcy Code, other than a Priority Tax Claim (collectively, the "Other Priority Claims") and the Debtors, with the consent of the Required Backstop Parties, which consent shall not be unreasonably withheld, agree in writing to less favorable treatment for such Other Priority Claim, such holder shall receive payment in full, in cash, of the unpaid portion of its Allowed Other Priority Claim on the Effective Date or as soon thereafter as reasonably practicable (or, if payment is not then due, on the due date of such Other Priority Claim). **Voting.** Unimpaired. Each holder of an Other Priority Claim will be conclusively deemed to have accepted the Plan pursuant to section 1126(f) of the Bankruptcy Code. Therefore, each holder of an Allowed Other Priority Claim will not be entitled to vote to accept or reject the Plan.
Senior Notes Claims	**Treatment.** On the Effective Date or as soon thereafter as reasonably practicable, each holder of an Allowed claim arising under the Senior Notes Documents (collectively, the "Senior Notes Claims"), except to the extent that a holder of an Allowed Senior Notes Claim agrees to less favorable treatment of its Allowed Senior Notes Claim, shall receive its *pro rata* share of: (a) the Rights (which shall be attached to each Allowed Senior Notes Claim and transferable with such Allowed Senior Notes Claim as set forth in the Rights Offering Procedures, but the Rights may only be exercised to the extent the holder is an Accredited Investor); and (b) 100% of the common equity of Reorganized Holdco (the "New Common Stock") shared *pro rata* with the holders of Allowed General Unsecured Claims (as defined herein) (subject to dilution on account of (i) the New Common Stock issued upon conversion of the New Secured Convertible Notes, and (ii) the MIP Equity). **Voting.** Impaired. Each holder of an Allowed Senior Notes Claim will be entitled to vote to accept or reject the Plan.

General Unsecured Claims	**Treatment.** On the Effective Date or as soon thereafter as reasonably practicable, each holder of an Allowed unsecured claim that is not (a) an Administrative Claim, (b) a Priority Tax Claim, (c) an Other Priority Claim, (d) a Senior Notes Claim, (e) an Intercompany Claim, or (f) a Section 510(b) Claim (as defined below) (collectively, the "General Unsecured Claims"), except to the extent that a holder of an Allowed General Unsecured Claim agrees to less favorable treatment of its Allowed General Unsecured Claim, shall receive its *pro rata* share of: (c) the 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 the Rights may only be exercised to the extent the holder is an Accredited Investor); and (d) 100% of the New Common Stock shared *pro rata* with the holders of Allowed Senior Notes Claims (subject to dilution on account of (i) the New Common Stock issued upon conversion of the New Secured Convertible Notes, and (ii) the MIP Equity). **Voting.** Impaired. Each holder of an Allowed General Unsecured Claim will be entitled to vote to accept or reject the Plan.
Section 510(b) Claims	**Treatment.** Holders of any claim subject to subordination under section 510(b) of the Bankruptcy Code (collectively, the "Section 510(b) Claims"), shall receive no recovery. **Voting.** Impaired. Each holder of a Section 510(b) Claim will be deemed to have rejected the Plan pursuant to section 1126(g) of the Bankruptcy Code. Therefore, each holder of a Section 510(b) Claim will not be entitled to vote to accept or reject the Plan.
Interests in Holdco	**Treatment**. On the Effective Date, all Interests in Holdco will be cancelled and the holders of Interests in Holdco shall not receive or retain any distribution, property, or other value on account of their Interests in Holdco. "Interests" means the common stock, preferred stock, limited liability company interests, and any other equity, ownership, or profits interests of any Debtor and options, warrants, rights, or other securities or agreements to acquire the common stock, preferred stock, limited liability company interests, or other equity, ownership, or profits interests of any Debtor (whether or not arising under or in connection with any employment agreement). **Voting.** Impaired. Holders of Interests in Holdco are deemed to have rejected the Plan pursuant to section 1126(g) of the Bankruptcy Code and, therefore, are not entitled to vote to accept or reject the Plan.
General Provisions	
Capital Structure	On the Effective Date, the debt and equity capital structure of the Reorganized Debtors will be consistent in all material respects with the capital structure of the Reorganized Debtors as set forth in this Term Sheet, unless otherwise agreed to by the Required Backstop Parties. Neither the New Common Stock, the New Secured Convertible Notes nor any other Interests in of any of the Reorganized Debtors will be listed for trading on a securities exchange, and none of the Reorganized Debtors will be required to file

	reports with the United States Securities and Exchange Commission unless it is required to do so pursuant to the Exchange Act.
Interests in Holdco Subsidiaries	All existing Interests in HCR Entities other than Holdco shall remain effective and outstanding on the Effective Date and shall be owned and held by the same applicable Person(s) that held or owned such Interests immediately before the Effective Date.
Executory Contracts and Unexpired Leases	Executory contracts and unexpired leases shall be assumed or rejected (as the case may be), as determined by the Debtors, and with the consent of the Required Backstop Parties, which consent shall not be unreasonably withheld; provided, however, that any executory contract or unexpired lease between any of the HCR Entities in respect of the use of rail cars shall be assumed or rejected by the applicable HCR Entity (such executory contracts or unexpired leases, the "Railcar Leases") only with the consent of the Required Backstop Parties; provided, further, that the Debtors shall not enter into any modification or amendment to any Railcar Leases or enter into any new Railcar Leases without the consent of the Required Backstop Parties.
Employee Compensation, Severance, and Benefits Programs	All employment agreements and severance policies, including all employment, compensation and benefit plans, policies, and programs of the Debtors applicable to any of their employees and retirees, including without limitation, all workers' compensation programs, savings plans, retirement plans, healthcare plans, disability plans, incentive plans, life and accidental death and dismemberment insurance plans (collectively, the "Specified Employee Plans"), shall be assumed by the Debtors (and assigned to the Reorganized Debtors, if necessary) pursuant to section 365(a) of the Bankruptcy Code, either by separate motion filed with the Bankruptcy Court or pursuant to the terms of the Plan and the order confirming the Plan; provided, in each case, with respect to any provision of a Specified Employee Plan that relates to a "change in control", "change of control" or words of similar import, that the Debtors, and, if applicable, the individual participants in the applicable Specified Employee Plan, agree that the Restructuring and related transactions do not constitute such an event for purposes of such Specified Employee Plan. Notwithstanding anything contained herein, any employment agreements or offer letters relating to senior management personnel and officers of the HCR Entities shall not be assumed without the advanced written consent of the Required Backstop Parties.
D&O Liability Insurance Policies, Tail Policies, and Indemnification	The Debtors shall maintain and continue in full force and effect all insurance policies (and purchase any related tail policies providing for coverage for at least a six-year period after the Effective Date) for directors', managers' and officers' liability (the "D&O Liability Insurance Policies"). The Debtors shall assume (and assign to the Reorganized Debtors, if necessary), pursuant to section 365(a) of the Bankruptcy Code, either by a separate motion filed with the Bankruptcy Court or pursuant to the terms of the Plan and the order confirming the Plan, all of the D&O Liability Insurance Policies and all indemnification provision in existence as of the date of the RSA for directors, managers and officers of the HCR Entities (whether in by-laws, certificate of formation or incorporation, board resolutions, employment contracts, or otherwise, such indemnification provisions, "Indemnification Provisions"). All claims arising from the D&O Liability Insurance Policies and such Indemnification Provisions shall be unimpaired by the Plan. Notwithstanding anything to the contrary herein, the Reorganized Debtors shall not assume any obligations under the Indemnification Provisions with respect to any of the Debtors'

	senior officers or managers, as applicable, who (i) received retention payments from the Debtors in July 2020 and prior to the Petition Date, and (ii) are not employed by the Reorganized Debtors as of June 30, 2021 (such senior managers or officers, the "Designated Persons").
Cancellation of Instruments, Certificates and Other Documents	On the Effective Date, except to the extent otherwise provided above or in the Plan, all instruments, certificates and other documents evidencing indebtedness or debt securities of, or Interests in, any of the Debtors shall be cancelled, and the obligations of the Debtors thereunder, or in any way related thereto, shall be discharged.
Restructuring Expenses	On the Effective Date, in addition to the Backstop Expenses, without the need to file a fee or retention application in the Chapter 11 Cases, the HCR Entities shall pay all reasonable and documented fees and expenses, including fees and expenses estimated to be incurred through the Effective Date to the extent invoiced at least one (1) business day prior to the Effective Date, of the Ad Hoc Group Advisors (the "Restructuring Expenses").
Exemption from SEC Registration	The issuance of all securities under the Plan will be exempt from registration under (a) section 1145 of the Bankruptcy Code to the extent permitted pursuant to section 1145 of the Bankruptcy Code, or (b) such other applicable securities law exemption that is acceptable to the Debtors and the Required Backstop Parties.
Definitive Documentation	The Definitive Documentation, including the Plan Supplement, shall be in form and substance acceptable to the Debtors and the Required Backstop Parties. The Plan and each of the Definitive Documentation shall contain conditions precedent that are usual and customary for the transactions contemplated thereby.
Tax Issues	The terms of the Restructuring shall, to the extent practicable, be structured to (a) preserve or otherwise maximize favorable tax attributes (including tax basis) of the HCR Entities, and (b) achieve the most optimal and efficient tax outcomes for the HCR Entities, the Consenting Noteholders, and the Backstop Parties taking into account applicable tax and securities law, applicable regulations, and business and cost considerations, in a manner acceptable to the Debtors and the Required Backstop Parties.
Fiduciary Out	Notwithstanding anything to the contrary herein, the terms of this Term Sheet shall be subject to the "fiduciary out" provisions set forth in the RSA.
Company Governance/Organizational Documents/Release	
New Board	The composition of Reorganized Holdco's initial board of directors (the "New Board") shall consist of five (5) directors in total, which shall include (a) the Chief Executive Officer of Reorganized Holdco and (b) other directors designated by the Backstop Parties prior to the Effective Date and disclosed in the Plan Supplement.
Management Incentive Plan	After the Effective Date, the New Board shall adopt a management equity incentive plan (the "MIP") pursuant to which New Common Stock (or restricted stock units, options, or other instruments (including "profits interests" in Reorganized Holdco), or some combination of the foregoing) representing up to 10% of the New Common Stock issued as of the Effective Date on a fully diluted basis may be reserved for grants (the "MIP Equity") to be made from time to time to the directors, officers, and other management of Reorganized Holdco, subject to the terms and conditions

	set forth in the MIP. The details and allocation of the MIP and the underlying awards will be determined by the New Board.
New Stockholders' Agreement / Amended Governance Documents	Holders of New Common Stock shall be deemed parties to the New Stockholders' Agreement, subject to the consent rights set forth in the RSA, the material terms of which shall be set forth in the Plan Supplement. The Amended Governance Documents shall be subject to the consent rights set forth in the RSA.
Releases	The Plan and order confirming the Plan shall provide customary mutual releases, with a customary exclusion for criminal acts, gross negligence, willful misconduct, and fraud, in each case, to the fullest extent permitted by law, for the benefit of the HCR Entities, members of the Ad Hoc Group, the DIP ABL Lenders, the DIP ABL Agent, the DIP Term Loan Lenders, the DIP Term Loan Agent, the Consenting Noteholders, the Backstop Parties, the Existing Agent, the Existing Lenders, and such entities' respective current and former affiliates, and such entities' and their current and former affiliates' current and former officers, managers, directors, equity holders (regardless of whether such interests are held directly or indirectly), predecessors, successors, assigns, subsidiaries, and each of their current and former officers, managers, directors, equity holders, principals, members, employees, agents, managed accounts or funds, management companies, fund advisors, advisory board members, financial advisors, partners, attorneys, accountants, investment bankers, consultants, representatives, and other professionals, each in their capacity as such (collectively, the "Released Parties"); provided, that the Designated Persons shall not be Released Parties. Such releases shall include, without limitation, any and all claims, obligations, rights, suits, damages, causes of action, remedies, and liabilities whatsoever, whether known or unknown, foreseen or unforeseen, existing or hereinafter arising, in law, equity, or otherwise, including any derivative claims and avoidance actions, of the HCR Entities and such other releasing party, whether known or unknown, foreseen or unforeseen, existing or hereinafter arising, in law, equity, or otherwise, that the HCR Entities or such other releasing party would have been legally entitled to assert in its own right (whether individually or collectively), or on behalf of the holder of any claim or equity interest (whether individually or collectively) or other entity, based in whole or in part upon any act or omission, transaction, or other occurrence or circumstances existing or taking place at any time prior to or on the Effective Date arising from or related in any way in whole or in part to the HCR Entities or their affiliates or subsidiaries, the Existing Credit Facility, the Senior Notes, the DIP ABL Facility, the DIP Term Loan Facility, the Exit ABL Facility, the Chapter 11 Cases, the purchase, sale, or rescission of the purchase or sale of any security of the HCR Entities, the subject matter of, or the transactions or events giving rise to, any claim or equity interest that is treated in the Plan, or the negotiation, formulation, or preparation of the Definitive Documentation or related agreements, instruments, or other documents. To the maximum extent permitted by applicable law, any such releases shall bind all parties who affirmatively vote to accept the Plan, those parties who abstain from voting on the Plan if they fail to opt-out of the releases, those parties that vote to reject the Plan unless they opt-out of the releases, and those non-voting parties that fail to return an opt-out form.
Exculpation	Customary exculpation provisions.

Discharge	Customary discharge provisions.
Injunction	Customary injunction provisions.

* * * *

Exhibit 1

DIP ABL Agreement

DIP ABL Agreement

Available at Docket No. 9

Exhibit 2

DIP TL Agreement

DIP TL Agreement

Available at Docket No. 9

Exhibit 3

New Secured Notes Term Sheet

Hi-Crush Inc. – Summary of Terms of New Secured Convertible Notes[1]	
Issuer	▪ Reorganized Holdco
Guarantors	▪ All domestic subsidiaries of Reorganized Holdco
Size	▪ $48.1 million of New Secured Convertible Notes (inclusive of $4.8 million on account of the Put Option Premium) to be issued on the Effective Date
Initial Principal Amount	▪ $1,000 per New Secured Convertible Note
Initial Purchasers	▪ Holders of Allowed Senior Notes Claims and Allowed General Unsecured Claims who are Accredited Investors and participate in the Rights Offering; to be fully backstopped by the Backstop Parties
Trustee / Collateral Agent	▪ To be selected by the Required Backstop Parties
Collateral and Priority	▪ Secured on (a) a second lien basis on all assets of the Issuer and the Guarantors securing any obligations under the prepetition credit agreement (the "Exit ABL Priority Collateral"), which such Exit ABL Priority Collateral shall secure on a first lien basis the obligations of the Issuer and the Guarantors under the Exit ABL Facility, and (b) a first lien basis on all assets that do not constitute Exit ABL Priority Collateral, in each case, subject to certain exceptions agreed to by the Required Backstop Parties. ▪ A typical crossing-lien arrangement and secured note/ABL intercreditor agreement, in each case that is acceptable to the Required Backstop Parties, shall be entered into in order to provide the holders of the New Secured Convertible Notes with first lien claims on all assets of the Issuer and the Guarantors other than the Exit ABL Priority Collateral, on which the holders of the New Secured Convertible Notes would have a second lien claim.
Interest Rate and Fees	▪ Interest Rate: 8.0%, payable in cash; or 10.0% payable in-kind at the Issuer's option.
Conversion	▪ In the aggregate, convertible into 95% of the total number of shares of New Common Stock that are issued and outstanding on the Effective Date after giving effect to the consummation of the Restructuring (subject to dilution by the MIP Equity). ▪ The New Secured Convertible Notes will be convertible at any time in whole or in part at the sole option of the holder thereof. ▪ Mandatory Conversion Events: None, except for mandatory conversion upon the consummation of a M&A transaction involving all, or substantially all, of the Issuer's and Guarantors' assets that has been consented to by holders of at least two-thirds in amount of the aggregate principal amount of all then outstanding New Secured Convertible Notes.
Maturity	▪ 5½ years from the issue date
Amortization	▪ None
Call Protection	▪ NC2 / 50% of the coupon / 25% of the coupon / par
Use of Proceeds	▪ To satisfy DIP Term Loan Facility obligations, pay expenses incurred in connection with the Restructuring and for working capital and other general corporate purposes
Mandatory Prepayments	▪ Asset sale offers shall be made at par with any excess cash proceeds after giving effect to reinvestment rights acceptable to the Required Backstop Parties ▪ Such asset sale offers shall be subject to *de minimis* exceptions and customary carveouts acceptable to the Required Backstop Parties

[1] Defined terms used herein but not defined herein shall have the definitions assigned to such terms in the Restructuring Term Sheet to which this Exhibit 2 is attached.

Change of Control	▪ To be defined in a manner acceptable to the Required Backstop Parties ▪ Occurrence triggers a 101 Change of Control Offer
Governance Voting Rights	▪ Pursuant to Section 221 of Delaware Law, holders shall be entitled to vote upon all matters upon which holders of any class or classes of New Common Stock have the right to vote and shall be deemed to be stockholders of Reorganized Holdco (and the New Secured Convertible Notes shall be deemed to be stock) for the purpose of any provision of Delaware law that requires the vote of stockholders as a prerequisite to any corporate action, including the appointment of directors. The number of votes represented by each New Secured Convertible Note shall be equal to the largest number of whole shares of New Common Stock (rounded down to the nearest whole share) into which such New Secured Convertible Note may be converted, in accordance with the indenture governing the terms of the New Secured Convertible Notes, at the record date for the determination of the stockholders entitled to vote on such matters or, if no such record date is established, at the date such vote is taken.
Covenants	▪ To include an aggregate of $35 million of debt and lien incurrence capacity for project financing, with all such project financing to be subject to the approval of the New Board in all respects. ▪ To include other affirmative and negative covenants acceptable to the Required Backstop Parties
Financial Covenants	▪ None
Events of Default	▪ To include events of default acceptable to the Required Backstop Parties
Conditions Precedent	▪ Other customary conditions precedent for an issuance of senior secured convertible notes ▪ Consummation of a plan of reorganization acceptable to the Required Backstop Parties ▪ Execution of definitive documentation acceptable to the Required Backstop Parties

Exhibit B to the Restructuring Support Agreement

Form of Transferee Joinder

Form of Transferee Joinder

This joinder (this "Joinder") to the Restructuring Support Agreement (the "Agreement"), dated as of July 12, 2020, by and among: (i) the HCR Entities and (ii) Consenting Noteholders, is executed and delivered by [_____] (the "Joining Party") as of [_____]. Each capitalized term used herein but not otherwise defined shall have the meaning ascribed to it in the Agreement.

1. Agreement to be Bound. The Joining Party hereby agrees to be bound by all of the terms of the Agreement, a copy of which is attached to this Joinder as Annex 1 (as the same has been or may be hereafter amended, restated, or otherwise modified from time to time in accordance with the provisions thereof). The Joining Party shall hereafter be deemed to be a Party for all purposes under the Agreement and one or more of the entities comprising the Consenting Noteholder.

2. Representations and Warranties. The Joining Party hereby represents and warrants to each other Party to the Agreement that, as of the date hereof, such Joining Party (a) is the legal or beneficial holder of, and has all necessary authority (including authority to bind any other legal or beneficial holder) with respect to, the Senior Notes Claims identified below its name on the signature page hereof, and (b) makes, as of the date hereof, the representations and warranties set forth in Section 17(a) of the Agreement to each other Party.

3. Governing Law. This Joinder shall be governed by and construed in accordance with the internal laws of the State of New York without regard to any conflicts of law provisions which would require the application of the law of any other jurisdiction.

4. Notice. All notices and other communications given or made pursuant to the Agreement shall be sent to:

To the Joining Party at:

[JOINING PARTY]
[ADDRESS]
Attn:
Facsimile:
Email:

IN WITNESS WHEREOF, the Joining Party has caused this Joinder to be executed as of the date first written above.

[JOINING PARTY]

_____

By:
Name:
Title:

Principal Amount of Senior Notes Claims: $_____

Notice Address:

Fax:
Attention:
Email:

Annex 1 to the Form of Transferee Joinder

Restructuring Support Agreement

Exhibit E

Rights Offering Procedures

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

In re:	:	Chapter 11
HI-CRUSH INC., *et al.*,	:	Case No. 20-33495 (DRJ)
Debtors.[1]	:	(Jointly Administered)

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 August 15, 2020 (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"),[2] 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

[1] 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.

[2] 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, executed on or about August 17, 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.

offering (the "Rights Offering") pursuant to which each holder of an Eligible Claim (as defined 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:

Event	Date or Time
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[3] 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

[3] 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

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.

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SCHEDULE 1

Form of Rights Exercise Form

INSTRUCTIONS TO RIGHTS EXERCISE FORM[1]

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

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.

[1] 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 voidance, 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:

$_____ *[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.

$_____ (the Total Maximum Subscription Amount)[1] *[PRE-PRINTED]*

[1] 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,

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.

$_____ (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.

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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.

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[2]: _____

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: _____

[2] 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[3] 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) 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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[3] 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[1]

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."

[1] 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;[1]

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.

[1] 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**	**Box B** **Nominee Proxy - Only if Needed**
DTC Participant Name: _____	DTC Participant Name: _____
DTC Participant Number: _____	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 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 U322H AA 0) held by this account 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:	Medallion Guarantee:
Nominee Authorized Signature:_____	Nominee Authorized Signature:_____
Nominee Contact Name:_____	Nominee Contact Name:_____
Nominee Contact Tel #:_____	Nominee Contact Tel #:_____
Nominee Contact Email:_____	Nominee Contact Email:_____
Beneficial Holder Name:_____	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

Solicitation Version

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

In re:	:	Chapter 11
HI-CRUSH INC., *et al.*,[1]	:	Case No. 20-33495 (DRJ)
Debtors.	:	(Jointly Administered)

DISCLOSURE STATEMENT FOR THE JOINT PLAN OF REORGANIZATION FOR HI-CRUSH INC. AND ITS AFFILIATE DEBTORS UNDER CHAPTER 11 OF THE BANKRUPTCY CODE

HUNTON ANDREWS KURTH LLP

Timothy A. ("Tad") Davidson II (No. 24012503)
Ashley L. Harper (No. 24065272)
600 Travis Street, Suite 4200
Houston, Texas 77002
Telephone: (713) 220-4200
Facsimile: (713) 220-4285

LATHAM & WATKINS LLP

George A. Davis (admitted *pro hac vice*)
Keith A. Simon (admitted *pro hac vice*)
David A. Hammerman (admitted *pro hac vice*)
Annemarie V. Reilly (admitted *pro hac vice*)
Hugh K. Murtagh (admitted *pro hac vice*)
885 Third Avenue
New York, New York 10022
Telephone: (212) 906-1200
Facsimile: (212) 751-4864

Proposed Counsel for the Debtors and Debtors-in-Possession

Dated: August 15, 2020

[1] 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.

Solicitation Version

DISCLOSURE STATEMENT, DATED AUGUST 15, 2020

Solicitation of Votes
On the Joint Plan of Reorganization of

HI-CRUSH INC., *ET AL.*

from the holders of outstanding

PREPETITION NOTES CLAIMS

and

GENERAL UNSECURED CLAIMS

THE VOTING DEADLINE IS 5:00 P.M. PREVAILING CENTRAL TIME ON SEPTEMBER 18, 2020 (UNLESS THE DEBTORS EXTEND THE VOTING DEADLINE) (THE "VOTING DEADLINE"). THE VOTING RECORD DATE FOR DETERMINING WHICH HOLDERS OF PREPETITION NOTES CLAIMS AND WHICH HOLDERS OF GENERAL UNSECURED CLAIMS MAY VOTE ON THE PLAN IS AUGUST 14, 2020 (THE "VOTING RECORD DATE").

TO BE COUNTED AS A VOTE TO ACCEPT OR REJECT THE PLAN, THE VOTING AND CLAIMS AGENT MUST ACTUALLY RECEIVE YOUR BALLOT ON OR BEFORE THE VOTING DEADLINE AS SET FORTH IN THE DISCLOSURE STATEMENT ORDER.

THE INFORMATION CONTAINED IN THIS DISCLOSURE STATEMENT, THE PLAN AND ANY EXHIBITS ATTACHED SHOULD NOT BE RELIED UPON IN MAKING INVESTMENT DECISIONS WITH RESPECT TO THE DEBTORS OR ANY OTHER ENTITIES THAT MAY BE AFFECTED BY THE CHAPTER 11 CASES.

IMPORTANT INFORMATION FOR YOU TO READ

THE DEBTORS ARE PROVIDING THE INFORMATION IN THIS DISCLOSURE STATEMENT FOR THE PURPOSE OF SOLICITING VOTES TO ACCEPT THE PLAN. NOTHING IN THIS DISCLOSURE STATEMENT MAY BE RELIED UPON OR USED BY ANY ENTITY FOR ANY PURPOSE OTHER THAN TO DETERMINE HOW TO VOTE ON THE PLAN.

THIS DISCLOSURE STATEMENT WAS NOT FILED WITH THE SECURITIES AND EXCHANGE COMMISSION (THE "SEC") OR ANY STATE AUTHORITY AND NEITHER THE SEC NOR ANY STATE AUTHORITY HAVE PASSED UPON THE ACCURACY OR ADEQUACY OF THIS DISCLOSURE STATEMENT OR UPON THE MERITS OF THE PLAN. ANY REPRESENTATION TO THE CONTRARY IS A CRIMINAL OFFENSE.

THIS DISCLOSURE STATEMENT CONTAINS "FORWARD-LOOKING STATEMENTS" WITHIN THE MEANING OF THE PRIVATE SECURITIES LITIGATION REFORM ACT OF 1995. SUCH STATEMENTS CONSIST OF ANY STATEMENT OTHER THAN A RECITATION OF HISTORICAL FACT AND CAN BE IDENTIFIED BY THE USE OF

FORWARD-LOOKING TERMINOLOGY SUCH AS "MAY," "EXPECT," "ANTICIPATE," "ESTIMATE" OR "CONTINUE" OR THE NEGATIVE THEREOF OR OTHER VARIATIONS THEREON OR COMPARABLE TERMINOLOGY. THE READER IS CAUTIONED THAT ALL FORWARD-LOOKING STATEMENTS ARE NECESSARILY SPECULATIVE AND THERE ARE CERTAIN RISKS AND UNCERTAINTIES THAT COULD CAUSE ACTUAL EVENTS OR RESULTS TO DIFFER MATERIALLY FROM THOSE REFERRED TO IN SUCH FORWARD-LOOKING STATEMENTS. THE LIQUIDATION ANALYSIS, DISTRIBUTION PROJECTIONS AND OTHER INFORMATION CONTAINED HEREIN AND ATTACHED HERETO ARE ESTIMATES ONLY, AND THE TIMING AND AMOUNT OF ACTUAL DISTRIBUTIONS TO HOLDERS OF ALLOWED CLAIMS MAY BE AFFECTED BY MANY FACTORS THAT CANNOT BE PREDICTED. THEREFORE, ANY ANALYSES, ESTIMATES OR RECOVERY PROJECTIONS MAY OR MAY NOT TURN OUT TO BE ACCURATE.

FURTHERMORE, WHILE THE DEBTORS BELIEVE THE ASSUMPTIONS ON WHICH THE FORWARD-LOOKING STATEMENTS HEREIN ARE BASED ARE REASONABLE, READERS ARE CAUTIONED AGAINST RELYING ON ANY FORWARD-LOOKING STATEMENTS, AS IT IS VERY DIFFICULT TO PREDICT THE IMPACT OF KNOWN FACTORS AND IT IS IMPOSSIBLE TO ANTICIPATE ALL FACTORS THAT COULD AFFECT ACTUAL RESULTS. IMPORTANT FACTORS THAT COULD CAUSE ACTUAL RESULTS TO DIFFER MATERIALLY FROM THOSE IN THE FORWARD-LOOKING STATEMENTS HEREIN INCLUDE, BUT ARE NOT LIMITED TO, THE ABILITY TO CONFIRM AND CONSUMMATE A PLAN OF REORGANIZATION IN ACCORDANCE WITH THE TERMS OF THE RESTRUCTURING SUPPORT AGREEMENT; RISKS ATTENDANT TO THE BANKRUPTCY PROCESS, INCLUDING THE DEBTORS' ABILITY TO OBTAIN THE APPROVAL OF THE BANKRUPTCY COURT WITH RESPECT TO MOTIONS FILED IN THE CASES; THE OUTCOMES OF BANKRUPTCY CASES AND THE LENGTH OF TIME THAT THE DEBTORS MAY BE REQUIRED TO OPERATE IN BANKRUPTCY; THE EFFECTIVENESS OF THE OVERALL RESTRUCTURING ACTIVITIES AND ANY ADDITIONAL STRATEGIES THAT THE DEBTORS EMPLOY TO ADDRESS LIQUIDITY AND CAPITAL RESOURCES; THE ACTIONS AND DECISIONS OF CREDITORS, REGULATORS AND OTHER THIRD PARTIES THAT HAVE AN INTEREST IN THE CASES, WHICH MAY INTERFERE WITH THE ABILITY TO CONFIRM AND CONSUMMATE A PLAN OF REORGANIZATION; RESTRICTIONS ON THE DEBTORS DUE TO THE TERMS OF THE DEBTOR-IN-POSSESSION CREDIT FACILITIES ENTERED INTO IN CONNECTION WITH THE BANKRUPTCY CASES AND RESTRICTIONS IMPOSED BY THE BANKRUPTCY COURT; THE DEBTORS' ABILITY TO REALIZE THE COST SAVINGS AND BUSINESS ENHANCEMENTS FROM THEIR RESTRUCTURING EFFORTS; A WEAKENING OF GLOBAL ECONOMIC AND FINANCIAL CONDITIONS; CHANGES IN GOVERNMENTAL REGULATIONS AND RELATED COMPLIANCE; AND LITIGATION COSTS AND THE OTHER FACTORS LISTED IN THE DEBTORS' SEC FILINGS. THE DEBTORS ARE UNDER NO OBLIGATION TO (AND EXPRESSLY DISCLAIM ANY OBLIGATION TO) UPDATE OR ALTER ANY FORWARD-LOOKING STATEMENTS WHETHER AS A RESULT OF NEW INFORMATION, FUTURE EVENTS, OR OTHERWISE, UNLESS INSTRUCTED TO DO SO BY THE BANKRUPTCY COURT.

THIS DISCLOSURE STATEMENT HAS BEEN PREPARED PURSUANT TO SECTION 1125 OF THE BANKRUPTCY CODE AND BANKRUPTCY RULE 3016 AND IS NOT NECESSARILY IN ACCORDANCE WITH FEDERAL OR STATE SECURITIES LAWS OR OTHER SIMILAR LAWS. THE SECURITIES DESCRIBED HEREIN WILL BE ISSUED TO CREDITORS WITHOUT REGISTRATION UNDER THE UNITED STATES SECURITIES ACT

OF 1933, AS AMENDED (THE "SECURITIES ACT"), OR ANY SIMILAR FEDERAL, STATE OR LOCAL LAW, AND WILL INSTEAD RELY UPON THE EXEMPTIONS SET FORTH IN SECTION 1145 OF THE BANKRUPTCY CODE AND SECTION 4(A)(2) OF THE SECURITIES ACT OR OTHER APPLICABLE EXEMPTIONS. THE DEBTORS RECOMMEND THAT POTENTIAL RECIPIENTS OF ANY SECURITIES PURSUANT TO THE PLAN CONSULT THEIR OWN LEGAL COUNSEL CONCERNING THE SECURITIES LAWS GOVERNING THE TRANSFERABILITY OF ANY SUCH SECURITIES.

THE RIGHTS OFFERING WILL BE CONDUCTED PURSUANT TO SEPARATE RIGHTS OFFERING PROCEDURES. ANY DISCLOSURE CONTAINED HEREIN CONCERNING THE RIGHTS OFFERING IS SOLELY FOR INFORMATIONAL PURPOSES.

THE NEW EQUITY INTERESTS, THE SUBSCRIPTION RIGHTS (AND THE NEW SECURED CONVERTIBLE NOTES ISSUABLE PURSUANT TO THE EXERCISE OF THE SUBSCRIPTION RIGHTS), AND ANY OTHER NEW SECURITIES HAVE NOT BEEN APPROVED OR DISAPPROVED BY THE SEC OR BY ANY STATE SECURITIES COMMISSION OR SIMILAR PUBLIC, GOVERNMENTAL, OR REGULATORY AUTHORITY, AND NEITHER THE SEC NOR ANY AUTHORITY HAS PASSED UPON THE ACCURACY OR ADEQUACY OF THE INFORMATION CONTAINED IN THIS DISCLOSURE STATEMENT OR UPON THE MERITS OF PLAN.

THE PLAN PROVIDES THAT (A) HOLDERS OF CLAIMS THAT VOTE TO ACCEPT THE PLAN, (B) HOLDERS OF CLAIMS IN VOTING CLASSES WHO DO NOT SUBMIT A BALLOT VOTING TO ACCEPT OR REJECT THE PLAN OR WHO VOTE TO REJECT THE PLAN BUT DO NOT OPT OUT OF THE RELEASE PROVISIONS OF THE PLAN, AND (C) HOLDERS OF CLAIMS OR EQUITY INTERESTS WHO ARE IN A NON-VOTING CLASS WHO DO NOT OPT OUT OF THE RELEASE PROVISIONS SET FORTH IN ARTICLE X.B OF THE PLAN ARE DEEMED TO HAVE GRANTED THE RELEASES THEREIN.

NO LEGAL OR TAX ADVICE IS PROVIDED TO YOU BY THIS DISCLOSURE STATEMENT. THE DEBTORS URGE EACH HOLDER OF A CLAIM OR AN EQUITY INTEREST TO CONSULT WITH ITS OWN ADVISORS WITH RESPECT TO ANY LEGAL, FINANCIAL, SECURITIES, TAX OR BUSINESS ADVICE IN REVIEWING THIS DISCLOSURE STATEMENT, THE PLAN AND EACH OF THE PROPOSED TRANSACTIONS CONTEMPLATED THEREBY. FURTHERMORE, THE BANKRUPTCY COURT'S APPROVAL OF THE ADEQUACY OF DISCLOSURE CONTAINED IN THIS DISCLOSURE STATEMENT DOES NOT CONSTITUTE THE BANKRUPTCY COURT'S APPROVAL OF THE MERITS OF THE PLAN.

IT IS THE DEBTORS' POSITION THAT THIS DISCLOSURE STATEMENT DOES NOT CONSTITUTE, AND MAY NOT BE CONSTRUED AS, AN ADMISSION OF FACT, LIABILITY, STIPULATION OR WAIVER. RATHER, THIS DISCLOSURE STATEMENT SHALL CONSTITUTE A STATEMENT MADE IN SETTLEMENT NEGOTIATIONS RELATED TO CONTESTED MATTERS, ADVERSARY PROCEEDINGS AND OTHER PENDING OR THREATENED LITIGATION OR ACTIONS.

NO RELIANCE SHOULD BE PLACED ON THE FACT THAT A PARTICULAR LITIGATION CLAIM OR PROJECTED OBJECTION TO A PARTICULAR CLAIM IS, OR IS NOT, IDENTIFIED IN THE DISCLOSURE STATEMENT. THE DEBTORS OR THE REORGANIZED DEBTORS MAY SEEK TO INVESTIGATE, FILE AND PROSECUTE CLAIMS

AND MAY OBJECT TO CLAIMS AFTER THE CONFIRMATION OR EFFECTIVE DATE OF THE PLAN IRRESPECTIVE OF WHETHER THE DISCLOSURE STATEMENT IDENTIFIES ANY SUCH CLAIMS OR OBJECTIONS TO CLAIMS.

IN REVIEWING THIS DISCLOSURE STATEMENT AND THE PLAN, AND IN DETERMINING WHETHER TO VOTE IN FAVOR OF OR AGAINST, OR TO OBJECT TO CONFIRMATION OF, THE PLAN, CREDITORS, AND STAKEHOLDERS SHOULD BE AWARE THAT THE PLAN PRESERVES CERTAIN CAUSES OF ACTION (INCLUDING AVOIDANCE ACTIONS) AND THAT THE PLAN AUTHORIZES THE REORGANIZED DEBTORS TO PROSECUTE THE SAME.

THIS DISCLOSURE STATEMENT CONTAINS, AMONG OTHER THINGS, SUMMARIES OF THE PLAN, CERTAIN STATUTORY PROVISIONS, CERTAIN EVENTS IN THE DEBTORS' CHAPTER 11 CASES AND CERTAIN DOCUMENTS RELATED TO THE PLAN THAT ARE ATTACHED HERETO AND INCORPORATED HEREIN BY REFERENCE. ALTHOUGH THE DEBTORS BELIEVE THAT THESE SUMMARIES ARE FAIR AND ACCURATE, THESE SUMMARIES ARE QUALIFIED IN THEIR ENTIRETY TO THE EXTENT THAT THE SUMMARIES DO NOT SET FORTH THE ENTIRE TEXT OF SUCH DOCUMENTS OR STATUTORY PROVISIONS OR EVERY DETAIL OF SUCH EVENTS. IN THE EVENT OF ANY CONFLICT, INCONSISTENCY OR DISCREPANCY BETWEEN A DESCRIPTION IN THIS DISCLOSURE STATEMENT AND THE TERMS AND PROVISIONS OF THE PLAN OR ANY OTHER DOCUMENTS INCORPORATED HEREIN BY REFERENCE, THE PLAN OR SUCH OTHER DOCUMENTS WILL GOVERN AND CONTROL FOR ALL PURPOSES. EXCEPT WHERE OTHERWISE SPECIFICALLY NOTED, FACTUAL INFORMATION CONTAINED IN THIS DISCLOSURE STATEMENT HAS BEEN PROVIDED BY THE DEBTORS' MANAGEMENT. THE DEBTORS DO NOT REPRESENT OR WARRANT THAT THE INFORMATION CONTAINED HEREIN OR ATTACHED HERETO IS WITHOUT ANY MATERIAL INACCURACY OR OMISSION.

THE DEBTORS' MANAGEMENT HAS REVIEWED THE FINANCIAL INFORMATION PROVIDED IN THIS DISCLOSURE STATEMENT. ALTHOUGH THE DEBTORS HAVE USED THEIR REASONABLE BUSINESS JUDGMENT TO ENSURE THE ACCURACY OF THIS FINANCIAL INFORMATION, THE FINANCIAL INFORMATION CONTAINED IN, OR INCORPORATED BY REFERENCE INTO, THIS DISCLOSURE STATEMENT HAS NOT BEEN AUDITED (UNLESS EXPRESSLY PROVIDED HEREIN).

THE DEBTORS ARE GENERALLY MAKING THE STATEMENTS AND PROVIDING THE FINANCIAL INFORMATION CONTAINED IN THIS DISCLOSURE STATEMENT AS OF THE DATE HEREOF WHERE FEASIBLE, UNLESS OTHERWISE SPECIFICALLY NOTED. ALTHOUGH THE DEBTORS MAY SUBSEQUENTLY UPDATE THE INFORMATION IN THIS DISCLOSURE STATEMENT, THE DEBTORS HAVE NO AFFIRMATIVE DUTY TO DO SO. HOLDERS OF CLAIMS AND EQUITY INTERESTS REVIEWING THIS DISCLOSURE STATEMENT SHOULD NOT INFER THAT, AT THE TIME OF THEIR REVIEW, THE FACTS SET FORTH HEREIN HAVE NOT CHANGED SINCE THE DISCLOSURE STATEMENT WAS FILED. THE DEBTORS HAVE NOT AUTHORIZED ANY ENTITY TO GIVE ANY INFORMATION ABOUT OR CONCERNING THE PLAN OTHER THAN THAT WHICH IS CONTAINED IN THIS DISCLOSURE STATEMENT. THE DEBTORS HAVE NOT AUTHORIZED ANY REPRESENTATIONS CONCERNING THE DEBTORS OR THE VALUE OF THEIR PROPERTY OTHER THAN AS SET FORTH IN THIS DISCLOSURE STATEMENT.

HOLDERS OF CLAIMS ENTITLED TO VOTE TO ACCEPT OR REJECT THE PLAN MUST RELY ON THEIR OWN EVALUATION OF THE DEBTORS AND THEIR OWN ANALYSES OF THE TERMS OF THE PLAN IN DECIDING WHETHER TO VOTE TO ACCEPT OR REJECT THE PLAN. IMPORTANTLY, PRIOR TO DECIDING WHETHER AND HOW TO VOTE ON THE PLAN, EACH HOLDER OF A CLAIM IN A VOTING CLASS SHOULD REVIEW THE PLAN IN ITS ENTIRETY AND CONSIDER CAREFULLY ALL OF THE INFORMATION IN THIS DISCLOSURE STATEMENT AND ANY EXHIBITS HERETO, INCLUDING THE RISK FACTORS DESCRIBED IN GREATER DETAIL IN SECTION VI HEREIN, "PLAN-RELATED RISK FACTORS."

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THE DEBTORS HEREBY ADOPT AND INCORPORATE EACH EXHIBIT ATTACHED TO THIS DISCLOSURE STATEMENT BY REFERENCE AS THOUGH FULLY SET FORTH HEREIN.

I.
EXECUTIVE SUMMARY

Hi-Crush Inc. ("**Parent**"), a Delaware corporation with its primary headquarters in Houston, Texas, and the other debtors and debtors in possession (collectively, the "**Debtors**" or the "**Company**"), submit this Disclosure Statement pursuant to sections 1125 of title 11 of the United States Code, 11 U.S.C. §§ 101-1532 (as amended from time to time, the "**Bankruptcy Code**") and other applicable law, in connection with the solicitation of votes (the "**Solicitation**") on the *Joint Plan of Reorganization for Hi-Crush Inc. and its Affiliate Debtors Under Chapter 11 of the Bankruptcy Code* dated August 15, 2020 (the "**Plan**"),[1] which was filed by the Debtors in the United States Bankruptcy Court for the Southern District of Texas, Houston Division (the "**Bankruptcy Court**"). A copy of the Plan is attached hereto as Exhibit A.

The Debtors are commencing this Solicitation to implement a comprehensive financial restructuring to deleverage the Debtors' balance sheet to ensure the long-term viability of the Debtors' enterprise. As a result of extensive, good faith, and arm's-length negotiations, the Debtors and Holders of approximately 94% of the Prepetition Notes (the "**Consenting Noteholders**") entered into a restructuring support agreement (the "**Restructuring Support Agreement**") dated as of July 12, 2020, a copy of which is attached to 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] as Exhibit B. Under the terms of the Restructuring Support Agreement, the Consenting Noteholders have agreed, subject to the terms and conditions of the Restructuring Support Agreement, to support a restructuring of the Debtors' existing capital structure and operations in chapter 11 and to vote to accept the Plan.

Prior to soliciting votes on a proposed plan of reorganization, section 1125 of the Bankruptcy Code requires debtors to prepare a disclosure statement containing information of a kind, and in sufficient detail, to enable a hypothetical reasonable investor to make an informed judgment regarding acceptance or rejection of the plan of reorganization. As such, this Disclosure Statement is being submitted in accordance with the requirements of section 1125 of the Bankruptcy Code.

This Disclosure Statement solicits votes for acceptance of the Plan from Holders of Prepetition Notes Claims and Holders of General Unsecured Claims. This Executive Summary is being provided as an overview of the material items addressed in the Disclosure Statement and the Plan, which is qualified by reference to the entire Disclosure Statement and by the actual terms of the Plan (and including all exhibits attached hereto, to the Plan and the Plan Supplement), and should not be relied upon for a comprehensive discussion of the Disclosure Statement and/or the Plan. This Disclosure Statement includes, without limitation, information about:

- the Debtors' prepetition operating and financial history;
- the events leading up to the commencement of the above-captioned chapter 11 cases (collectively, the "**Chapter 11 Cases**");
- the significant events that have occurred during the Chapter 11 Cases;

[1] All capitalized terms used but not otherwise defined herein shall have the meanings set forth in the Plan. To the extent that a definition of a term in the text of this Disclosure Statement and the definition of such term in the Plan are inconsistent, the definition included in the Plan shall control and govern.

- the solicitation procedures for voting on the Plan;

- the confirmation process and the voting procedures that Holders of Claims who are entitled to vote on the Plan must follow for their votes to be counted;

- the terms and provisions of the Plan, including certain effects of confirmation of the Plan, certain risk factors relating to the Debtors or the Reorganized Debtors, the Plan and the securities to be issued under the Plan, and the manner in which distributions will be made under the Plan; and

- the proposed organization, operations and financing of the Reorganized Debtors if the Plan is confirmed and becomes effective.

A. PURPOSE AND EFFECT OF THE PLAN

1. Plan of Reorganization Under Chapter 11 of the Bankruptcy Code

The Debtors are reorganizing pursuant to chapter 11 of the Bankruptcy Code, which is the principal business reorganization chapter of the Bankruptcy Code. As a result, the confirmation of the Plan means that the Reorganized Debtors will continue to operate their businesses going forward and does not mean that the Debtors will be liquidated or forced to go out of business. Additionally, as discussed in greater detail in Section IV.I.8 herein, titled "Binding Nature of the Plan," a bankruptcy court's confirmation of a plan binds debtors, any entity acquiring property under the plan, any holder of a claim against or equity interest in a debtor and all other entities as may be ordered by the bankruptcy court in accordance with the applicable provisions of the Bankruptcy Code to the terms and conditions of the confirmed plan, whether or not such entity voted on the particular plan or affirmatively voted to reject the plan.

2. Financial Restructurings Under the Plan

The Plan contemplates certain transactions, including, without limitation, the following transactions (described in greater detail in Section IV herein):

- The Chapter 11 Cases will be financed by two debtor-in-possession financing facilities, including (a) the DIP ABL Facility, which consists of a $25 million superpriority senior secured asset-based revolving loan financing facility, which will refinance and satisfy in full the Debtors' obligations under the Prepetition Credit Agreement and (b) the DIP Term Loan Facility, which consists of a $40 million superpriority secured delayed-draw term loan financing facility funded by the members of the Ad Hoc Noteholders Committee.

- On the effective date of the Plan, the Reorganized Debtors will enter into a new credit agreement providing for a new senior secured asset-based revolving loan facility with an aggregate principal commitment amount of $25 million and a $25 million letter of credit sub-limit (the "**Exit Facility Loans**"), which will refinance and replace the DIP ABL Facility;

- As set forth in the Restructuring Term Sheet (which is attached as Exhibit A to the Restructuring Support Agreement, itself attached as Exhibit A to the Plan), the Debtors will conduct a $43.3 million Rights Offering to eligible Holders of Allowed Prepetition Notes Claims and Allowed General Unsecured Claims, to be fully backstopped by the Backstop Parties on the terms and conditions set forth in the Backstop Purchase Agreement, and in accordance with the Rights Offering Procedures, pursuant to which the rights offering

participants will be offered the right to purchase New Secured Convertible Notes. As set forth in the New Secured Notes Term Sheet (attached as Exhibit 3 to the Restructuring Term Sheet) and described in further detail below:

- the New Secured Convertible Notes (including the Put Option Notes) to be issued pursuant to the Rights Offering and the Backstop Purchase Agreement are, in the aggregate, convertible into 95% of the total number of shares of New Equity Interests that are issued on the Effective Date after giving effect to the consummation of the Restructuring Transactions (subject to dilution by the New Management Incentive Plan Equity);

- the New Secured Convertible Notes will be convertible at any time in whole or in part at the sole option of the holder thereof; and

- there are no mandatory conversion events with respect to the New Secured Convertible Notes except for mandatory conversion upon the consummation of a merger or acquisition transaction involving all, or substantially all, of the Reorganized Debtors' assets that has been consented to by holders of at least two-thirds in amount of the aggregate principal amount of all then outstanding New Secured Convertible Notes.

- The claims arising under the DIP Term Loan Facility will be paid in full in cash from the proceeds of the Rights Offering.

- The treatment of certain Classes of Claims and Equity Interests will be as follows:

  - Payment in full of all administrative expense claims, DIP Facility Claims, priority tax claims, other priority claims, other secured claims, and secured tax claims (or such other treatment rendering such claims unimpaired);

  - With respect to holders of Prepetition Notes Claims and General Unsecured Claims:

    (a) subscription rights to participate in the Rights Offering (which shall be attached to each applicable claim and transferable with such claim as set forth in the Rights Offering Procedures, but such subscription rights may only be exercised to the extent the holder is an Accredited Investor as of the Questionnaire Deadline) in accordance with the Disclosure Statement Order and the Rights Offering Procedures; and

    (b) its *pro rata* share of 100% of the New Equity Interests Pool, subject to dilution by (i) the New Equity Interests issued upon conversion of the New Secured Convertible Notes and (ii) the New Management Incentive Plan Equity;

    HOLDERS OF PREPETITION NOTES CLAIMS AND GENERAL UNSECURED CLAIMS ARE ADVISED THAT THE NEW EQUITY INTERESTS ISSUED TO THE HOLDERS OF ALLOWED PREPETITION NOTES CLAIMS AND ALLOWED GENERAL UNSECURED CLAIMS UNDER THE PLAN ARE (A) SUBJECT TO DILUTION BY (I) THE NEW EQUITY INTERESTS TO BE ISSUED UPON CONVERSION OF THE NEW SECURED CONVERTIBLE NOTES AND (II) THE NEW MANAGEMENT INCENTIVE PLAN EQUITY AND (B) SUBJECT TO THE TERMS OF THE NEW STOCKHOLDERS AGREEMENT OF

REORGANIZED PARENT, IN SUBSTANTIALLY THE FORM TO BE FILED WITH THE PLAN SUPPLEMENT, WHICH AGREEMENT SHALL CONTAIN TERMS AND CONDITIONS ACCEPTABLE TO THE DEBTORS AND THE REQUIRED CONSENTING NOTEHOLDERS.

UPON CONVERSION OF THE NEW SECURED CONVERTIBLE NOTES, HOLDERS OF SUCH NEW SECURED CONVERTIBLE NOTES WILL (A) OWN 95% OF THE NEW EQUITY INTERESTS AND (B) SHARE OWNERSHIP OF THE REMAINING 5% OF THE NEW EQUITY INTERESTS PRO RATA WITH HOLDERS OF ALLOWED PREPETITION NOTES CLAIMS AND ALLOWED GENERAL UNSECURED CLAIMS WHO DO NOT PARTICIPATE IN THE RIGHTS OFFERING, IN EACH CASE, SUBJECT TO DILUTION BY THE NEW MANAGEMENT INCENTIVE PLAN EQUITY. ACCORDINGLY, THE DEBTORS RECOMMEND THAT ELIGIBLE HOLDERS OF PREPETITION NOTES CLAIMS AND GENERAL UNSECURED CLAIMS PARTICIPATE IN THE RIGHTS OFFERING TO MAXIMIZE THEIR RECOVERY UNDER THE PLAN.

- The New Equity Interests issued pursuant to the Plan to the holders of Prepetition Notes Claims and General Unsecured Claims is (a) subject to the terms of the New Stockholders Agreement of Reorganized Parent, in substantially the form to be filed with the Plan Supplement, which agreement shall contain terms and conditions acceptable to the Debtors and the Required Consenting Noteholders, and (b) subject to dilution by (i) the New Equity Interests issued upon conversion of the New Secured Convertible Notes and (ii) the New Management Incentive Plan Equity; and

- The Old Parent Interests will be cancelled, and each holder of an Old Parent Interest will not receive any distribution or retain any property on account of such Old Parent Interest.

- After the Effective Date, the New Board will adopt a management equity incentive plan for the benefit of the new management of the Reorganized Debtors. The New Management Incentive Plan Equity issued pursuant to such management equity incentive plan shall dilute all New Equity Interests equally, including the New Equity Interests issued upon conversion of the New Secured Convertible Notes after the Effective Date.

3. Summary of Terms of the New Secured Convertible Notes[2]

The following is a summary of the material terms of the New Secured Convertible Notes issued pursuant to the Rights Offering and the Backstop Purchase Agreement. For further information regarding the terms of the New Secured Convertible Notes, Holders of Claims and Equity Interests are advised to review the New Secured Notes Term Sheet (attached as Exhibit 3 to the Restructuring Term Sheet attached to the Restructuring Support Agreement):

- Issuer: Reorganized Holdco.

- Guarantors: All domestic subsidiaries of Reorganized Holdco.

[2] Capitalized terms used but not defined in this subsection A.3 have the meanings ascribed to them in the Restructuring Term Sheet.

- Size: $48. l million aggregate principal amount of New Secured Convertible Notes (inclusive of $4.8 million on account of the Put Option Notes) to be issued on the Effective Date.

- Initial Principal Amount: $1,000 per New Secured Convertible Note.

- Initial Purchasers: Holders of Allowed Prepetition Notes Claims and Allowed (as defined in the Rights Offering Procedures) General Unsecured Claims who are Accredited Investors and participate in the Rights Offering; to be fully backstopped by the Backstop Parties pursuant to the Backstop Purchase Agreement.

- Collateral and Priority: Secured on (a) a second lien basis on all assets of the Issuer and the Guarantors securing any obligations under the Prepetition Credit Agreement (the "**Exit Priority Collateral**"), which such Exit Priority Collateral shall secure on a first lien basis the obligations of the Issuer and the Guarantors under the Exit Facility Credit Agreement, and (b) a first lien basis on all assets that do not constitute Exit Priority Collateral, in each case, subject to certain exceptions agreed to by the Required Backstop Parties.

- Interest Rates and Fees: Interest Rate: 8.0% payable semi-annually in cash or, at the Issuer's option, 10.0% payable in-kind.

- Conversion:

  - In the aggregate, convertible into 95% of the total number of shares of New Common Stock that are issued and outstanding on the Effective Date after giving effect to the consummation of the Restructuring (subject to dilution by the New Management Incentive Plan Equity).

  - The New Secured Convertible Notes will be convertible at any time in whole or in part at the sole option of the holder thereof.

  - *Mandatory Conversion Events*: None, except for mandatory conversion upon the consummation of a M&A transaction involving all, or substantially all, of the Issuer's and Guarantors' assets that has been consented to by holders of at least two-thirds in amount of the aggregate principal amount of all then outstanding New Secured Convertible Notes.

- Maturity: 5.5 years from the Effective Date.

- Amortization: None.

- The New Secured Convertible Notes are expected to be held through DTC. Thus, in order to participate in the Rights Offering and receive New Secured Convertible Notes, a holder of an Eligible General Unsecured Claim must have, or open, a brokerage account with a DTC Participant to act as its nominee to hold any New Secured Convertible Notes.

B. ADMINISTRATIVE, DIP FACILITY CLAIMS, AND PRIORITY TAX CLAIMS

The following is a summary of the treatment of Administrative Claims, DIP Facility Claims, and Priority Tax Claims under the Plan. For a more detailed description of the treatment of such Claims under the Plan, please see Article II of the Plan.

1. Administrative Claims

Subject to sub-paragraph (a) below, on the later of the Effective Date or the date on which an Administrative Claim becomes an Allowed Administrative Claim, or, in each such case, as soon as reasonably practicable thereafter, each Holder of an Allowed Administrative Claim (other than an Allowed Professional Fee Claim) will receive, in full satisfaction, settlement, discharge and release of, and in exchange for, such Claim either (i) Cash equal to the amount of such Allowed Administrative Claim; or (ii) such other less favorable treatment as to which the Debtors (with the consent of the Required Consenting Noteholders) or Reorganized Debtors, as applicable, and the Holder of such Allowed Administrative Claim will have agreed upon in writing; *provided*, *however*, that Administrative 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.

(a) Bar Date for Administrative Claims

Except as otherwise provided in the Plan, unless previously Filed or paid, requests for payment of Administrative Claims must be Filed and served on the Reorganized Debtors pursuant to the procedures specified in the Confirmation Order and the notice of entry of the Confirmation Order or the occurrence of the Effective Date (as applicable) no later than the Administrative Claims Bar Date; *provided* that the foregoing will not apply to either the Holders of Claims arising under section 503(b)(1)(D) of the Bankruptcy Code or the Bankruptcy Court or United States Trustee as the Holders of Administrative Claims. Holders of Administrative Claims that are required to File and serve a request for payment of such Administrative Claims that do not File and serve such a request by the Administrative Claims Bar Date will be forever barred, estopped and enjoined from asserting such Administrative Claims against the Debtors, the Reorganized Debtors and their respective Estates and property and such Administrative Claims will be deemed discharged as of the Effective Date. All such Claims will, as of the Effective Date, be subject to the permanent injunction set forth in Article X.G of the Plan. Nothing in Article II.A of the Plan will limit, alter, or impair the terms and conditions of the Claims Bar Date Order with respect to the Claims Bar Date for filing administrative expense claims arising under section 503(b)(9) of the Bankruptcy Code.

Objections to such requests must be Filed and served on the Reorganized Debtors and the requesting party by the later of (a) 120 days after the Effective Date and (b) 60 days after the Filing of the applicable request for payment of Administrative Claims, if applicable, as the same may be modified or extended from time to time by Final Order of the Bankruptcy Court.

(b) Professional Fee Claims

Professionals or other Entities asserting a Professional Fee Claim for services rendered before the Effective Date must File and serve on the Reorganized Debtors and such other Entities who are designated in the Confirmation Order an application for final allowance of such Professional Fee Claim no later than the Professional Fees Bar Date; *provided* that the Reorganized Debtors will pay the reasonable fees, costs, and out-of-pocket expenses of the Debtors' Professionals in the ordinary course of business for any work performed after the Effective Date, including those reasonable and documented fees, costs, and expenses incurred by such Professionals in connection with the implementation and consummation of the Plan, in each case without further application or notice to or order of the Bankruptcy Court; *provided*, *further*, that any Debtor Professional who may receive compensation or reimbursement of expenses pursuant to the Ordinary Course Professionals Order may continue to receive such compensation and reimbursement of expenses from the Debtors and Reorganized Debtors for services rendered before the Effective Date pursuant to the Ordinary Course Professionals Order, in each case without further application or notice to or order of the Bankruptcy Court.

Objections to any Professional Fee Claim must be Filed and served on the Reorganized Debtors and the requesting party by no later than thirty (30) days after the Filing of the applicable final request for payment of the Professional Fee Claim. Each Holder of an Allowed Professional Fee Claim will be paid in full in Cash by the Reorganized Debtors, including from the Carve-Out Reserve, within five (5) Business Days after entry of the order approving such Allowed Professional Fee Claim. The Reorganized Debtors will not commingle any funds contained in the Carve-Out Reserve and will use such funds to pay only the Professional Fee Claims, as and when allowed by order of the Bankruptcy Court. Notwithstanding anything to the contrary contained in the Plan, the failure of the Carve-Out Reserve to satisfy in full the Professional Fee Claims will not, in any way, operate or be construed as a cap or limitation on the amount of Professional Fee Claims due and payable by the Reorganized Debtors.

2. DIP Facility Claims

Upon entry of the Final DIP Order, and pursuant to the Final DIP Order, the Prepetition Credit Agreement Claims were deemed outstanding under the DIP ABL Facility and constitute DIP ABL Facility Claims. On the Effective Date, the Allowed DIP ABL Facility Claims will, in full satisfaction, settlement, discharge and release of, and in exchange for such DIP ABL Facility Claims, be indefeasibly paid in full in Cash from the proceeds of the Exit Facility, and any unused commitments under the DIP ABL Loan Documents, and the outstanding letters of credit thereunder will be deemed outstanding under the Exit ABL Facility or, if necessary, be cash collateralized at 105% of such outstanding amount as of the Effective Date and remain outstanding.

On the Effective Date, the Allowed DIP Term Loan Facility Claims will, in full satisfaction, settlement, discharge and release of, and in exchange for such DIP Term Loan Facility Claims, be indefeasibly paid in full in Cash from the proceeds of the Rights Offering and Backstop Purchase Agreement, and the DIP Term Loan Facility Liens will be deemed discharged, released, and terminated for all purposes without further action of or by any Person or Entity.

3. Priority Tax Claims

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 Priority Tax Claim is an Allowed Priority Tax Claim as of the Effective Date or (ii) the date on which such Priority Tax Claim becomes an Allowed Priority Tax Claim, each Holder of an Allowed Priority Tax Claim will receive in full satisfaction, settlement, discharge and release of, and

in exchange for, such Allowed Priority Tax Claim, at the election of the Debtors or Reorganized Debtors, as applicable: (A) Cash equal to the amount of such Allowed Priority Tax Claim; (B) such other less favorable treatment as to which the Debtors (with the consent of the Required Consenting Noteholders) or Reorganized Debtors, as applicable, and the Holder of such Allowed Priority Tax Claim will have agreed upon in writing; (C) such other treatment such that it will not be Impaired pursuant to section 1124 of the Bankruptcy Code or (D) 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 Priority Tax 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 Priority Tax 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 (C) or (D) above will 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 Priority Tax Claim.

C. CLASSIFICATION AND TREATMENT OF CLAIMS AND EQUITY INTERESTS UNDER THE PLAN

The following table provides a summary of the classification and treatment of Claims and Equity Interests and the potential distributions to Holders of Allowed Claims and Equity Interests under the Plan.

THE PROJECTED RECOVERIES SET FORTH IN THE TABLE BELOW ARE ESTIMATES ONLY AND, THEREFORE, ARE SUBJECT TO CHANGE. FOR A COMPLETE DESCRIPTION OF THE DEBTORS' CLASSIFICATION AND TREATMENT OF CLAIMS AND EQUITY INTERESTS, REFERENCE SHOULD BE MADE TO THE ENTIRE PLAN AND THE RISK FACTORS DESCRIBED IN ARTICLE VI BELOW. THE TABLE IS INTENDED FOR ILLUSTRATIVE PURPOSES ONLY AND IS NOT A SUBSTITUTE FOR A REVIEW OF THE PLAN AND DISCLOSURE STATEMENT IN THEIR ENTIRETY. FOR CERTAIN CLASSES OF CLAIMS, THE ACTUAL AMOUNT OF ALLOWED CLAIMS COULD BE MATERIALLY DIFFERENT THAN THE ESTIMATED AMOUNTS SHOWN IN THE TABLE BELOW.

SUMMARY OF EXPECTED RECOVERIES

Class	Claim/Equity Interest	Treatment of Claim/Equity Interest	Projected Recovery Under the Plan
1	Other Priority Claims Expected Amount: $0	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 will 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 will 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.	100%
2	Other Secured Claims Expected Amount: $0	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 will 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 will 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 section 1124 of the Bankruptcy Code; or (E) such	100%

SUMMARY OF EXPECTED RECOVERIES

Class	Claim/Equity Interest	Treatment of Claim/Equity Interest	Projected Recovery Under the Plan
		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.	
3	Secured Tax Claims Expected Amount: $3.8 million	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 will 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 will 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 will be made in equal quarterly Cash payments beginning on the first applicable Subsequent Distribution Date, and continuing on each	100%

SUMMARY OF EXPECTED RECOVERIES

Class	Claim/Equity Interest	Treatment of Claim/Equity Interest	Projected Recovery Under the Plan
		Subsequent Distribution Date thereafter until payment in full of the applicable Allowed Class 3 Claim.	
4	Prepetition Notes Claims Expected Amount: $477.8 million	The Prepetition Notes Claims are Allowed in full as set forth in the DIP Orders, therein defined collectively as the "Prepetition Senior Notes Obligations". 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: (i) The Subscription Rights (which will 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). (ii) 100% of the New Equity Interests Pool, shared Pro Rata with the Holders of Allowed General Unsecured Claims	26.2% to 37.4%

SUMMARY OF EXPECTED RECOVERIES

Class	Claim/Equity Interest	Treatment of Claim/Equity Interest	Projected Recovery Under the Plan
		(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. **THE NEW EQUITY INTERESTS ISSUED TO THE HOLDERS OF PREPETITION NOTES CLAIMS UNDER THE PLAN ARE (A) SUBJECT TO DILUTION BY (I) THE NEW EQUITY INTERESTS ISSUED UPON CONVERSION OF THE NEW SECURED CONVERTIBLE NOTES AND (II) THE NEW MANAGEMENT INCENTIVE PLAN EQUITY AND (B) SUBJECT TO THE TERMS OF THE NEW STOCKHOLDERS AGREEMENT OF REORGANIZED PARENT.** **UPON CONVERSION OF THE NEW SECURED CONVERTIBLE NOTES, HOLDERS OF SUCH NEW SECURED CONVERTIBLE NOTES WILL (A) OWN 95% OF THE NEW EQUITY INTERESTS AND (B) SHARE OWNERSHIP OF THE REMAINING 5% OF THE NEW EQUITY INTERESTS PRO RATA WITH HOLDERS OF ALLOWED PREPETITION NOTES CLAIMS AND ALLOWED GENERAL UNSECURED CLAIMS WHO DO NOT PARTICIPATE IN THE RIGHTS OFFERING, IN EACH CASE, SUBJECT TO DILUTION BY THE NEW MANAGEMENT INCENTIVE PLAN EQUITY.**	
5	General Unsecured Claims Expected Amount: $86.7 million	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 will 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 will have agreed upon in writing: (i) The Subscription Rights (which will be attached to each Allowed General Unsecured Claim and transferable with	26.2% to 37.4%

SUMMARY OF EXPECTED RECOVERIES

Class	Claim/Equity Interest	Treatment of Claim/Equity Interest	Projected Recovery Under the Plan
		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 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). (ii) 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.	

SUMMARY OF EXPECTED RECOVERIES

Class	Claim/Equity Interest	Treatment of Claim/Equity Interest	Projected Recovery Under the Plan
		THE NEW EQUITY INTERESTS ISSUED TO THE HOLDERS OF ALLOWED GENERAL UNSECURED CLAIMS UNDER THE PLAN ARE (A) SUBJECT TO DILUTION BY (I) THE NEW EQUITY INTERESTS TO BE ISSUED UPON CONVERSION OF THE NEW SECURED CONVERTIBLE NOTES AND (II) THE NEW MANAGEMENT INCENTIVE PLAN EQUITY AND (B) SUBJECT TO THE TERMS OF THE NEW STOCKHOLDERS AGREEMENT OF REORGANIZED PARENT. **UPON CONVERSION OF THE NEW SECURED CONVERTIBLE NOTES, HOLDERS OF SUCH NEW SECURED CONVERTIBLE NOTES WILL (A) OWN 95% OF THE NEW EQUITY INTERESTS AND (B) SHARE OWNERSHIP OF THE REMAINING 5% OF THE NEW EQUITY INTERESTS PRO RATA WITH HOLDERS OF ALLOWED PREPETITION NOTES CLAIMS AND ALLOWED GENERAL UNSECURED CLAIMS WHO DO NOT PARTICIPATE IN THE RIGHTS OFFERING, IN EACH CASE, SUBJECT TO DILUTION BY THE NEW MANAGEMENT INCENTIVE PLAN EQUITY.**	
6	Intercompany Claims Expected Amount: $54.5 million	Subject to the Restructuring Transactions, the Intercompany Claims will be reinstated, compromised, or cancelled, at the option of the relevant Holder of such Intercompany Claims with the consent of the Required Consenting Noteholders.	N/A
7	Old Affiliate Interests in any Parent Subsidiary	Subject to the Restructuring Transactions, the Old Affiliate Interests will remain effective and outstanding on the Effective Date and will 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.	N/A
8	Old Parent Interests	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 will not receive any distribution or retain any property on account of such Old Parent Interest.	0%

D. SOLICITATION PROCEDURES

1. The Solicitation Procedures

On August 14, 2020, the Bankruptcy Court entered an order [Docket No. 288] (the "**Disclosure Statement Order**") that, among other things, (a) approved this Disclosure Statement, (b) scheduled the hearing to consider confirmation of the Plan (the "**Confirmation Hearing**"), (c) established the deadline for filing objections to the Plan, (d) approved the notice of the Disclosure Statement hearing and the form and manner of the notice of the Confirmation Hearing, (e) established the Voting Record Date and approved 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, (f) approved the dates, procedures and forms applicable to the process of soliciting votes on and providing notice of the Plan, as well as certain vote tabulation procedures, (e) approved the Rights Offering Procedures and authorized the Debtors to commence the Rights Offering, and (f) approved the Assumption Procedures and the form and manner of the Cure Notice (each as defined in the Disclosure Statement Order). A copy of the Disclosure Statement Order is attached hereto as Exhibit F.

The discussion of the procedures below is a summary of the solicitation and voting process. Detailed voting instructions will be provided with each Ballot (defined below) and are also set forth in greater detail in the Disclosure Statement Order.

PLEASE REFER TO THE INSTRUCTIONS ACCOMPANYING THE BALLOTS AND THE DISCLOSURE STATEMENT ORDER FOR MORE INFORMATION REGARDING VOTING REQUIREMENTS TO ENSURE THAT YOUR BALLOT IS PROPERLY AND TIMELY SUBMITTED SUCH THAT YOUR VOTE MAY BE COUNTED.

2. The Voting and Claims Agent

The Debtors have retained Kurtzman Carson Consultants LLC to, among other things, act as Voting and Claims Agent.

Specifically, the Voting and Claims Agent will assist the Debtors with: (a) mailing Confirmation Hearing Notices (as defined in the Disclosure Statement Order); (b) mailing Solicitation Packages (as defined in the Disclosure Statement Order and as described below); (c) soliciting votes on the Plan; (d) receiving, tabulating, and reporting on ballots cast for or against the Plan by Holders of Claims against the Debtors; (e) responding to inquiries from creditors and stakeholders relating to the Plan, the Disclosure Statement, the Ballots and matters related thereto, including, without limitation, the procedures and requirements for voting to accept or reject the Plan and objecting to the Plan; and (f) if necessary, contacting creditors regarding the Plan and their Ballots.

3. Holders of Claims Entitled to Vote on the Plan

Under the provisions of the Bankruptcy Code, not all holders of claims against and equity interests in a debtor are entitled to vote on a chapter 11 plan. The following table provides a summary of the status and voting rights of each Class (and, therefore, of each Holder of a Claim within such Class) under the Plan:

SUMMARY OF STATUS AND VOTING RIGHTS

Class	Claim/Equity Interest	Status	Voting Rights
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	**Prepetition Notes Claims**	**Impaired**	**Entitled to Vote**
5	**General Unsecured Claims**	**Impaired**	**Entitled to Vote**
6	Intercompany Claims	Impaired	Deemed to Accept
7	Old Affiliate Interests in any Parent Subsidiary	Unimpaired	Deemed to Accept
8	Old Parent Interests	Impaired	Deemed to Reject

Based on the foregoing, the Debtors are soliciting votes to accept the Plan only from Holders of Claims in Class 4 and Class 5 (the "**Voting Classes**") because Holders of Claims in the Voting Classes 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 (a) Holders of Unimpaired Claims in Classes 1, 2, and 3, and Holders of Unimpaired Equity Interests in Class 7 because such parties are conclusively deemed to have accepted the Plan, (b) Holders of Equity Interests in Class 8 because such parties are conclusively deemed to have rejected the Plan, and (c) Holders of Intercompany Claims in Class 6, which are Impaired under the Plan, however, the Holders of such Claims are Affiliates of the Debtors and are conclusively deemed to have accepted the Plan (collectively, the "**Non-Voting Classes**"). In lieu of a Solicitation Package, (x) Holders of Claims in Classes 1, 2, and 3[3] will receive a Notice of Non-Voting Status and Opt Out Opportunity: Deemed to Accept, and (y) Holders of Equity Interests in Class 8 will receive a Notice of Non-Voting Status and Opt Out Opportunity: Deemed to Reject, each of which will include an option for such Holders to affirmatively opt out of the Third Party Release contained in Article X of the Plan.

4. The Voting Record Date

The Bankruptcy Court has approved August 14, 2020 as the voting record date (the "**Voting Record Date**") with respect to all Claims in the Voting Classes and Equity Interests. The Voting Record Date is the date on which it will be determined: (a) which Holders of Claims in the Voting Classes are entitled to vote to accept or reject the Plan and receive Solicitation Packages in accordance with the Disclosure Statement Order and (b) which Holders of Claims and Equity Interests in the Non-Voting Classes are entitled to receive the Confirmation Hearing Notice, including notice of such Holder's non-voting status and an opportunity to opt out of the Third Party Releases, in accordance with the Disclosure Statement Order.

[3] Holders of Claims and Equity Interests in Class 6 and Class 7 are Affiliates of the Debtors and, therefore, will not receive any notice from the Debtors in connection with the Solicitation.

5. Contents of Solicitation Package

The following documents and materials will collectively constitute the Solicitation Package:

- a cover letter from the Debtors explaining the solicitation process and urging Holders of Claims in the Voting Classes to vote to accept the Plan;
- the Confirmation Hearing Notice, attached to the Disclosure Statement Order;
- this Disclosure Statement (and exhibits annexed thereto, including the Plan and the Disclosure Statement Order);
- to the extent applicable, a Ballot and/or notice, appropriate for the specific creditor, in substantially the forms attached to the Disclosure Statement Order (as may be modified for particular classes and with instruction attached thereto); and
- such other materials as the Bankruptcy Court may direct.

6. Distribution of the Solicitation Package to Holders of Claims Entitled to Vote on the Plan

With the assistance of the Voting and Claims Agent, the Debtors intend to distribute Solicitation Packages on or before August 20, 2020 (the "**Solicitation Mailing Date**"). The Debtors submit that the timing of such distribution will provide such Holders of Claims with adequate time within which to review the materials required to allow such parties to make informed decisions with respect to voting on the Plan in accordance with Bankruptcy Rules 3017(d) and 2002(b). The Debtors will make every reasonable effort to ensure that Holders who have more than one Allowed Claim in the Voting Classes receive no more than one Solicitation Package.

7. Distribution of Notices to Holders of Claims in Non-Voting Classes and Holders of Disputed Claims

As set forth above, certain Holders of Claims and Equity Interests are **not** entitled to vote on the Plan. As a result, such parties will not receive Solicitation Packages and, instead, will receive the appropriate form of notice as follows:

- Unimpaired Claims – Deemed to Accept. Administrative Claims, DIP Facility Claims, and Priority Tax Claims are unclassified, non-voting Claims and Claims in Classes 1, 2, and 3 are Unimpaired under the Plan and, therefore, are presumed to have accepted the Plan. As such, Holders of such Claims will receive, in lieu of a Solicitation Package, a "Notice of Non-Voting Status and Opt Out Opportunity: Deemed to Accept" and the applicable form that will provide Holders of such Claims with the opportunity to affirmatively opt out of the Third Party Release, in the forms attached as Exhibits 4 and 4A to the Disclosure Statement Order.
- Affiliate Holders of Claims – Deemed to Accept. Claims in Class 6 are Impaired and Equity Interests in Class 7 are Unimpaired. However, because the Holders of such Claims and Equity Interests are Affiliates of the Debtors, both the Holders of Claims in Class 6 and Holders of Equity Interests in Class 7 will be conclusively deemed to have accepted the Plan. As such, Holders of Claims in Class 6 and Equity Interests in Class 8 will not receive a Solicitation Package or any other form of notice.

- Impaired Claims – Deemed to Reject. Holders of Equity Interests in Class 8 are receiving no distribution under the Plan on account of such Equity Interests and, therefore, are conclusively deemed to reject the Plan. However, the Holders of Equity Interests in Class 8 will receive a "Notice of Non-Voting Status and Opt Out Opportunity: Deemed to Reject" and a form that will provide Holders of such Equity Interests with the opportunity to affirmatively opt out of the Third Party Release, in the forms attached as Exhibits 5, 5A, 5B, and 5C to the Disclosure Statement Order.

- Disputed Claims.

  (a) Any Holder of a Claim for which the Debtors or any other party in interest have filed an objection, whether such objection related to the entire Claim or a portion thereof, will not be entitled to vote on the Plan and will 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, the objection to such Claim has been withdrawn or resolved in favor of the creditor asserting the Claim. Such Holders will receive a "Notice of Non-Voting Status: Disputed Claims," in the form attached as Exhibit 3 to the Disclosure Statement Order.

  (b) The Bankruptcy Court has (i) approved 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) required 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; *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 Bankruptcy Court will only consider those Rule 3018(a) Motions that have been timely filed and served in accordance with the Disclosure Statement Order. Any party timely filing and serving a Rule 3018(a) Motion will be provided a Ballot and will 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.

  (c) 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 will distribute (i) a Solicitation Package that contains a Ballot, (ii) the Confirmation Hearing Notice, and (iii) a "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.

  If any Holder described in the preceding two subparagraphs disagrees with the Debtors' classification or status of its Claim, then such Holder MUST file and serve a motion requesting

temporary allowance of its Claim solely for voting purposes in accordance with the procedures set forth in the Disclosure Statement Order.

- Contract/Lease Counterparties. 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.

8. Additional Distribution of Solicitation Documents

In addition to the distribution of Solicitation Packages to Holders of Claims in the Voting Classes, the Debtors will also provide parties who have filed requests for notices under Bankruptcy Rule 2002 as of the Voting Record Date with the Disclosure Statement, Disclosure Statement Order, and the Plan. Additionally, parties may request (and obtain at the Debtors' expense) a copy of the Disclosure Statement (and any exhibits thereto, including the Plan) by: (a) calling the Voting and Claims Agent at (866) 554-5810 (U.S./Canada) or (781) 575-2032 (International); (b) writing to Hi-Crush Inc., c/o Kurtzman Carson Consultants LLC, 222 N. Pacific Coast Highway, Suite 300, El Segundo, CA 90245; and/or (c) visiting the Debtors' restructuring website at: http://www.kccllc.net/HiCrush. Parties may also obtain any documents filed in the Chapter 11 Cases for a fee via PACER at http://www.pacer.gov.

9. Filing of Plan Supplement

The Debtors will file the Plan Supplement by September 11, 2020. The Debtors will transmit a copy of the Plan Supplement to the Distribution List, as defined in this Section I.D.9. Additionally, parties may request (and obtain at the Debtors' expense) a copy of the Plan Supplement by: (a) calling the Voting and Claims Agent at (866) 554-5810 (U.S./Canada) or (781) 575-2032 (International); (b) writing to Hi-Crush Inc., c/o Kurtzman Carson Consultants LLC, 222 N. Pacific Coast Highway, Suite 300, El Segundo, CA 90245; and/or (c) visiting the Debtors' restructuring website at: http://www.kccllc.net/HiCrush. Parties may also obtain any documents filed in the Chapter 11 Cases for a fee via PACER at http://www.pacer.gov.

The Plan Supplement will include, among other things, the documents and forms of documents, schedules, and exhibits to the Plan (as more fully set forth in the definition for Plan Supplement in the Plan), all of which are incorporated by reference into, and are an integral part of, the Plan, as all of the same may be amended, supplemented, or modified from time to time.

As used herein, the term "**Distribution List**" means (a) the United States Trustee for the Southern District of Texas; (b) the parties included on the Debtors' consolidated list of the holders of the 30 largest unsecured claims against the Debtors; (c) Simpson, Thacher & Bartlett LLP as counsel to the agent for the Debtors' prepetition and postpetition secured asset-based revolving credit facility; (d) U.S. Bank National Association, as indenture trustee for the Debtors' prepetition notes; (e) counsel to the Ad Hoc Group (i) Paul, Weiss, Rifkind, Wharton & Garrison LLP and (ii) Porter Hedges LLP; (f) Shipman & Goodwin LLP as counsel to the agent under the Debtors' postpetition term loan facility; (g) the United States Attorney's Office for the Southern District of Texas; (h) the Internal Revenue Service; (i) the Securities and Exchange

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

E. VOTING PROCEDURES

Holders of Claims entitled to vote on the Plan are advised to read the Disclosure Statement Order, which sets forth in greater detail the voting instructions summarized herein.

1. The Voting Deadline

The Bankruptcy Court has approved 5:00 p.m. prevailing Central Time on September 18, 2020 as the Voting Deadline. The Voting Deadline is the date by which all Ballots must be properly executed, completed and delivered to the Voting and Claims Agent in order to be counted as votes to accept or reject the Plan.

2. Types of Ballots

The Debtors will provide the following ballots (collectively, the "**Ballots**") to Holders of Claims in the Voting Classes (*i.e.*, Class 4 and Class 5):

- "***Beneficial Holder Ballots***", the form of which is attached to the Disclosure Statement Order as Exhibit 6A, will be sent to Beneficial Holders of Class 4 Claims;
- "***Master Ballots***", the form of which is attached to the Disclosure Statement Order as Exhibit 6B, will be sent to Registered Record Owners and Intermediary Record Owners holding Prepetition Notes for, and voting on behalf of, Beneficial Holders of Class 4 Claims; and
- "***Class 5 Ballots***", the form of which are attached to the Disclosure Statement Order as Exhibit 6C will be sent to Holders of Claims in Class 5.

Subject to the terms of the Restructuring Support Agreement, each Ballot will include an option for the applicable Holder of Claims to affirmatively opt out of the Third Party Release contained in Article X of the Plan.

3. Voting Instructions

Under the Plan, Holders of Claims in the Voting Classes are entitled to vote to accept or reject the Plan. Those Holders may so vote by completing a Class 5 Ballot, a Beneficial Holder Ballot and/or Master Ballot, as applicable, and returning it to the Voting and Claims Agent so that it is **actually received** by the Voting Deadline. There are special voting rules and procedures for Beneficial Holders of Class 4 Claims, which are discussed in Section I.E.4 herein (and set forth in greater detail in the Disclosure Statement Order). Each Ballot will also allow Holders of Claims in the Voting Classes to opt-out of the Third Party Release set forth in Article X of the Plan. Any Holder of Claims in the Voting Classes that opts out of the Third Party Release will not receive a Debtor Release or a Third Party Release from the Releasing Parties, subject to the terms of the Restructuring Support Agreement.

PLEASE REFER TO THE INSTRUCTIONS ATTACHED TO THE CLASS 5 BALLOTS, BENEFICIAL HOLDER BALLOTS, OR MASTER BALLOTS THAT YOU HAVE RECEIVED FOR MORE DETAILED INFORMATION REGARDING THE VOTING REQUIREMENTS, RULES AND PROCEDURES APPLICABLE TO VOTING YOUR CLAIM.

To be counted as votes to accept or reject the Plan, all Class 5 Ballots, pre-validated Beneficial Holder Ballots, and Master Ballots, as applicable (all of which will clearly indicate the appropriate return address), must be properly executed, completed, dated and delivered according to the instructions contained thereon, so that they are **actually received** on or before the Voting Deadline by the Voting and Claims Agent at the following address:

Hi-Crush Inc. Balloting Center
c/o Kurtzman Carson Consultants LLC
222 N. Pacific Coast Highway, Suite 300
El Segundo, CA 90245
Attention: Hi-Crush Inc. Ballot Processing

If you have any questions on the procedures for voting on the Plan, please call the Voting and Claims Agent at: (866) 554-5810 (U.S./Canada) or (781) 575-2032 (International)

******BENEFICIAL HOLDERS OF CLASS 4 CLAIMS MUST EXECUTE, COMPLETE AND RETURN THEIR BENEFICIAL HOLDER BALLOTS IN ACCORDANCE WITH THE RULES FOR VOTING THEIR CLASS 4 PREPETITION NOTES CLAIMS SET FORTH IN THIS SECTION AND SECTION I.E.4 BELOW.******

4. Voting Procedures

Prior to the Solicitation Mailing Date, the Voting and Claims Agent will determine the identity of those Registered Record Owners and Intermediary Record Owners (collectively, "**Record Owners**") holding Prepetition Notes on behalf of Beneficial Holders as of the Voting Record Date and will distribute an appropriate number of Solicitation Packages to such Record Owners to allow them to forward one to each applicable Beneficial Holder. Intermediary Record Holders will distribute Solicitation Packages to the respective Beneficial Holders within five (5) business days of receiving Solicitation Packages.

Record Owners who elect to pre-validate Beneficial Holder Ballots must deliver Solicitation Packages, including pre-validated Beneficial Holder Ballots, to Beneficial Holders along with a pre-addressed return envelope addressed to the Voting and Claims Agent. Beneficial Holders who receive pre-validated Beneficial Holder Ballots must complete, date, execute and deliver such Beneficial Holder Ballots directly to the Voting and Claims Agent so they are actually received on or before the Voting Deadline.

Record Owners who do not elect to pre-validate Beneficial Holder Ballots must deliver to the Beneficial Holders the Solicitation Packages, including Beneficial Holder Ballots and pre-addressed return envelopes addressed to the Record Owners. Upon the return of completed Beneficial Holder Ballots, such Record Owners will summarize and compile the votes cast and/or other relevant information onto the Master Ballots and date and return the Master Ballot(s) so that they are actually received on or before the Voting Deadline by the Voting and Claims Agent.

5. Tabulation of Votes

THE FOLLOWING IS IMPORTANT INFORMATION REGARDING VOTING THAT SHOULD BE READ CAREFULLY BY ALL HOLDERS OF CLAIMS IN THE VOTING CLASSES.

- FOR YOUR VOTE TO BE COUNTED, YOUR CLASS 5 BALLOT, PRE-VALIDATED BENEFICIAL HOLDER BALLOT, OR MASTER BALLOT, AS APPLICABLE, MUST BE PROPERLY EXECUTED, COMPLETED, DATED AND DELIVERED SUCH THAT IT IS **ACTUALLY RECEIVED** ON OR BEFORE THE VOTING DEADLINE BY THE VOTING AND CLAIMS AGENT.

- A HOLDER OF A CLAIM MAY CAST ONLY ONE VOTE PER EACH CLAIM SO HELD. BY SIGNING AND RETURNING A CLASS 5 BALLOT, BENEFICIAL HOLDER BALLOT, OR MASTER BALLOT, EACH HOLDER OF A CLAIM WILL CERTIFY TO THE BANKRUPTCY COURT AND THE DEBTORS THAT NO OTHER CLASS 5 BALLOTS, BENEFICIAL HOLDER BALLOTS, OR MASTER BALLOTS WITH RESPECT TO SUCH CLAIM HAS BEEN CAST OR, IF ANY OTHER CLASS 5 BALLOT, BENEFICIAL HOLDER BALLOTS, OR MASTER BALLOTS HAVE BEEN CAST WITH RESPECT TO SUCH CLAIM, SUCH EARLIER CLASS 5 BALLOT, BENEFICIAL HOLDER BALLOTS, OR MASTER BALLOTS ARE THEREBY SUPERSEDED AND REVOKED.[4]

- **ANY CLASS 5 BALLOT, BENEFICIAL HOLDER BALLOT, OR MASTER BALLOT THAT IS RECEIVED AFTER THE VOTING DEADLINE WILL NOT BE COUNTED TOWARD CONFIRMATION OF THE PLAN UNLESS THE DEBTORS HAVE GRANTED AN EXTENSION OF THE VOTING DEADLINE IN WRITING WITH RESPECT TO SUCH CLASS 5 BALLOT, BENEFICIAL HOLDER BALLOT, OR MASTER BALLOT.**

- **ADDITIONALLY, THE FOLLOWING CLASS 5 BALLOTS, BENEFICIAL HOLDER BALLOTS, AND MASTER 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;

[4] If a Beneficial Holder submits more than one Beneficial Holder Ballot to its Intermediary Record Owner, (i) the latest dated Beneficial Holder Ballot received before the submission deadline imposed by the Intermediary Record Owner will be deemed to supersede any prior Beneficial Holder Ballots submitted by the Beneficial Holder; and (ii) the Intermediary Record Owner will complete the Master Ballot accordingly.

- 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.

F. CONFIRMATION OF THE PLAN

1. The Confirmation Hearing

The Confirmation Hearing will commence at 2:00 p.m. prevailing Central Time on September 23, 2020 before the Honorable David R. Jones, United States Bankruptcy Judge, in the United States Bankruptcy Court for Southern District of Texas, Houston Division, located at Bob Casey United States Courthouse, 515 Rusk Avenue, 4th Floor, Courtroom 400, Houston, Texas 77002. 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 and in accordance with the terms of the Restructuring Support Agreement, prior to, during or as a result of the Confirmation Hearing, without further notice to parties-in-interest.

2. Objections to Confirmation

Section 1128(b) of the Bankruptcy Code provides that any party in interest may object to the confirmation of a plan of reorganization. **The Plan Objection Deadline is 5:00 p.m. prevailing Central Time on September 18, 2020.** Any objection to confirmation of the Plan must be in writing, must conform to the Bankruptcy Rules and the Local Rules, must set forth the name of the objector, the nature and amount of Claims or Equity Interests held or asserted by the objector against the Debtors' estates or properties, the basis for the objection and the specific grounds therefore, and must be filed with the Bankruptcy Court.

UNLESS AN OBJECTION TO CONFIRMATION IS TIMELY FILED, IT MAY NOT BE CONSIDERED BY THE BANKRUPTCY COURT.

3. Effect of Confirmation of the Plan

Article X of the Plan contains certain provisions relating to (a) the compromise and settlement of Claims, (b) the release of the Released Parties by the Debtors and certain Holders of Claims and Equity Interests, and each of their respective Related Persons, (c) exculpation of certain parties, and (d) an injunction from taking actions in connection with the foregoing, each as more fully set forth in Article X of the Plan. **It is important to read such provisions carefully so that you understand the implications of these provisions with respect to your Claim such that you may cast your vote accordingly**.

THE PLAN WILL BIND ALL HOLDERS OF CLAIMS AGAINST AND EQUITY INTERESTS IN THE DEBTORS TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, NOTWITHSTANDING WHETHER OR NOT SUCH HOLDER (A) WILL RECEIVE OR RETAIN ANY PROPERTY, INTEREST IN PROPERTY, OR OTHER VALUE UNDER THE PLAN, (B) HAS FILED A PROOF OF CLAIM OR EQUITY INTEREST IN THE CHAPTER 11 CASES, OR (C) FAILED TO VOTE TO ACCEPT OR REJECT THE PLAN OR VOTED TO REJECT THE PLAN.

G. CONSUMMATION OF THE PLAN

It will be a condition to Consummation of the Plan that all provisions, terms and conditions of the Plan are approved in the Confirmation Order unless otherwise satisfied or waived pursuant to the provisions of Article IX of the Plan. Following Confirmation, the Plan will be Consummated on the Effective Date.

H. RISK FACTORS

PRIOR TO DECIDING WHETHER AND HOW TO VOTE ON THE PLAN, EACH HOLDER OF A CLAIM IN A VOTING CLASS SHOULD CONSIDER CAREFULLY ALL OF THE INFORMATION IN THIS DISCLOSURE STATEMENT, INCLUDING THE RISK FACTORS DESCRIBED IN SECTION VI HEREIN TITLED, "PLAN-RELATED RISK FACTORS."

II.
BACKGROUND TO THE CHAPTER 11 CASES

A. OVERVIEW OF THE DEBTORS' CORPORATE HISTORY AND BUSINESSES

The Debtors are a fully-integrated provider of proppant and logistics services used in hydraulic fracturing of oil and gas wells. Proppant is sand (also known as "frac sand") or similar particulate material suspended in water or other fluid injected into wells at high pressure to keep fractures open to stimulate the extraction of hydrocarbons. In addition to frac sand production, the Debtors also offer their customers advanced wellsite storage systems, flexible "last mile" transportation services, and innovative software for real-time supply chain visibility and management from loadout terminals to wellsites. The Debtors' strategic suite of solutions provides operators and service companies in all major U.S. oil and gas basins with the ability to build safety, reliability and efficiency into every well completion.

The Debtors' headquarters are located in Houston, Texas and they maintain regional offices in Denver, Colorado, and Odessa, Texas. The Debtors own and operate six production facilities located in Wisconsin and Texas and utilize an extensive logistics network of rail-served destination terminals strategically located throughout Pennsylvania, Ohio, New York, Texas, and Colorado. As a result, the Debtors are effectively positioned to reach all areas of unconventional well completion activity ranging from the Permian and DJ basins to the Marcellus, Utica, Bakken and Eagle Ford shales.

1. Company History

Hi-Crush Inc. was originally formed as a Delaware limited partnership named Hi-Crush Partners LP ("**Hi-Crush Partners**") on May 8, 2012. On May 31, 2019, Hi-Crush Partners converted to the Delaware corporation Hi-Crush Inc. On the effective date of the conversion, each common unit representing limited partnership interests in Hi-Crush Partners was automatically converted into one share of common stock of Hi-Crush Inc., with a par value of $0.01 per share. As of the Petition Date, there were approximately 99,876,054 Hi-Crush Inc. shares issued and outstanding, with a market capitalization of approximately $27.5 million. The common stock is publicly traded on the NYSE under the ticker symbol "HCR." Hi-Crush Inc. directly or indirectly owns all of the Debtors in the Chapter 11 Cases.

To continue growth in their logistics services, in August 2018, the Debtors completed the acquisition of FB Industries Inc., a company engaged in the engineering, design and marketing of silo-based frac sand management systems. In 2019, the Debtors expanded the breadth of their operations through two key acquisitions. On January 18, 2019, the Debtors completed the acquisition of BulkTracer Holdings LLC ("**BulkTracer**"), the owner of a logistics software system, PropDispatch. The BulkTracer acquisition bolstered the Debtors' proppant management, logistics dispatch and inventory monitoring software capabilities. Additionally, on May 7, 2019, the Debtors completed the acquisition of Proppant Logistics LLC ("**Proppant Logistics**"), which owned Pronghorn Logistics, LLC, a provider of end-to-end proppant logistics services. The Proppant Logistics acquisition expanded the Debtors' logistics and wellsite operations into additional major U.S. oil and gas basins.

In January 2020, the Debtors announced an extension of their logistics and equipment service offerings with the commencement of engineering on its first mobile processing unit, which is branded as OnCore Processing ("**OnCore Processing**"). The OnCore Processing solution is comprised of portable wet and dry plant equipment mounted on trailer chassis, and is designed to improve logistics efficiencies by moving the production and processing of raw frac sand as close to customers' wellsites as possible. OnCore Processing is expected to allow the Debtors to profitably reduce costs for customers that have reserves on their acreage or adjacent land, and that are otherwise economically disadvantaged from other frac sand pull points.

2. Business Lines

As a premier provider of proppant and logistics solutions to the North American petroleum industry, the Debtors provide their customers with proppant supply and midstream distribution management, advanced logistics operations, silo equipment sales and leasing, proppant management, as well as logistics dispatch and inventory monitoring software. Their business primarily consists of the following highly-integrated offerings: (i) production and processing facilities, (ii) transportation capabilities, (iii) rail terminal facilities, and (iv) logistics and wellsite operations.

Production and Processing Facilities. Raw frac sand is a naturally occurring mineral that is mined and processed. It is generally mined from the surface or underground, and in some cases crushed, and then cleaned, dried, and sorted into consistent "mesh" sizes.[5] Oil and natural gas producers generally require that frac sand used in their drilling and well completion processes meet specifications formulated by the American Petroleum Institute regarding frac sand grades and mesh sizes, among other things. There are three main types of raw frac sand: Northern White Sand ("**NWS**"), Brady Brown, and what is commonly referred to as "in-basin" frac sand. NWS is a commonly-used designation for premium white sand produced in Wisconsin and other parts of the upper Midwest region of the United States. The Debtors utilize third-party contractors to conduct the mining operations at their production facilities. Once the raw frac sand is mined, the Debtors' processing facilities are designed to wash, sort, dry and store the Debtors' frac sand, with each plant employing modern and efficient wet and dry processing technology.

Transportation Capabilities. Most frac sand is shipped in bulk from processing facilities to terminal facilities, or directly to the customers, by truck, rail, or barge. For bulk raw frac sand, transportation costs often represent a significant portion of the customer's overall product cost, and the Debtors' extensive transportation networks allow them to provide a significant cost advantage to their customers.

Rail Terminal Facilities. Once the frac sand is loaded into railcars at the origin, the Debtors utilize an extensive network consisting of a combination of class I and short-line railroads to move the sand to their terminals. For terminals with silo storage capabilities, frac sand is loaded into delivery trucks directly from the Debtors' silos, which deploy sand via gravity to trucks stationed directly on scales under each silo. This process allows for the loading, electronic recording of weight, and truck dispatch to be completed in less than five minutes. Where silos are not possible, frac sand can instead be unloaded from the railcars to delivery trucks via a conveyor. Each of the Debtors' owned or operated terminal locations are strategically

[5] Mesh size is used to describe the size of the proppant grains and is determined by sieving the proppant through screens with uniform openings corresponding to the desired size of the proppant. Each type of proppant comes in various sizes, categorized as mesh sizes, and the various mesh sizes are used in different applications in the oil and natural gas industry.

positioned in the shale plays so that customers typically do not need to travel more than 75 miles from wellsites to purchase their frac sand requirements.

Logistics and Wellsite Operations. In addition to producing and supplying high-quality frac sand, the Debtors also offer their customers a full suite of logistical services. The Debtors' logistics and wellsite operations do business under the trade names of Pronghorn Energy Services and NexStage Equipment.[6] The Debtors utilize containers and/or silo systems and maintain strict proppant quality control from the mine to the blender, while also addressing environmental concerns through reduction of particulate matter emissions. The Debtors handle the full spectrum of logistics management, from railcar fleet management to truck dispatching and wellsite operations, including proppant inventory management, structurally reducing costs for customers by eliminating inefficiencies throughout the proppant delivery process, primarily through the use of the Debtors' proprietary PropDispatch software suite.

3. Employees

As of the Petition Date, the Debtors employed 297 employees. None of the Debtors' employees is subject to a collective bargaining agreement. The Debtors contract their excavation and trucking operations to third parties and, accordingly, have no employees directly involved in those operations.

4. Revenue

In 2019, the Debtors' revenue was $636,370,000, but the Debtors ended the year with a net loss of $413,559,000. Approximately $432,466,000 (68%) of the Debtors' 2019 revenue is attributable to excavating, processing, and delivering frac sand, approximately $194,577,000 (30.5%) is attributable to logistics and wellsite services, and approximately $9,327,000 (1.5%) is attributable to the sale of silo systems and related equipment to third parties.

B. PREPETITION INDEBTEDNESS

Prepetition Credit Agreement. The Debtors are parties to that certain Credit Agreement, dated as of August 1, 2018 (as the same may be amended, modified or supplemented, the "**Prepetition Credit Agreement**"), by and among Hi-Crush Partners LP, as borrower, JPMorgan Chase Bank, N.A., as administrative agent and as an issuing lender, and the other lenders party thereto from time to time (the "**Prepetition Credit Agreement Lenders**"), providing for a $200 million commitment asset-based revolving loan facility (the "**Prepetition Credit Facility**").[7] Availability of funds under the Prepetition Credit Facility is subject to a borrowing base, which is currently approximately $7 million excluding line of credit reserves. The borrowing base is determined by analyzing the ending accounts receivable and inventory balances at the end of each month. The borrowing base certificate is due on the 20th day of the following month. The borrower's obligations under the Prepetition Credit Agreement are secured by security interests in, and liens upon, substantially all of the Debtors' assets, and each of the Debtors has guaranteed the borrower's obligations.

On June 22, 2020, the Debtors entered into that certain Forbearance Agreement (the "**Forbearance Agreement**") with the Prepetition Credit Agreement Lenders following the occurrence of an event of default with respect to the Prepetition Credit Agreement's fixed charge coverage ratio covenant. On July 3, 2020, the Debtors entered into that certain First Amendment to Forbearance Agreement and Amendment

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[6] NexStage Equipment covers the Debtors' silo equipment leasing and sales business.

[7] The Prepetition Credit Agreement Lenders' commitments under the Prepetition Credit Facility were subsequently reduced from $200 million to $100 million.

to Credit Agreement with the Prepetition Credit Agreement Lenders, thereby extending the forbearance period under the Forbearance Agreement to July 12, 2020.

As of the Petition Date, there were no outstanding borrowings under the Prepetition Credit Agreement, but the Debtors had approximately $22.3 million in outstanding letter of credit commitments under the Prepetition Credit Facility.

Prepetition Notes. On August 1, 2018, Hi-Crush Partners LP issued approximately $450 million in 9.500% senior unsecured notes due 2026 (the "**Prepetition Notes**") pursuant to that certain Indenture, dated as of August 1, 2018 (as the same may be amended, modified, or supplemented, the "**Prepetition Notes Indenture**") by and among Hi-Crush Partners, each of the guarantors party thereto, and U.S. Bank National Association, as Prepetition Notes Trustee. Each of Hi-Crush Inc.'s domestic subsidiaries—all Debtors in these Chapter 11 Cases—have guaranteed the issuer's obligations. As of the Petition Date, the Debtors remain obligated under the Prepetition Notes Indenture for an outstanding principal amount of approximately $450 million, plus accrued but unpaid interest, fees, costs, and expenses.

Miscellaneous Notes. The Debtors are parties to various promissory notes and short term obligations arising from on-property mining sand exchanges, equipment financing and insurance premium financing programs (the "**Miscellaneous Notes**"). As of the Petition Date, the Debtors are obligated under the Miscellaneous Notes for approximately $5.3 million, plus any accrued but unpaid interest, fees, costs, and expenses.

Right of Use Finance Leases. As of the date hereof, the Debtors are obligated under certain "right of use" financing leases for approximately $1.8 million, plus any accrued but unpaid interest, fees, costs, and expenses. These "right of use" financing leases grant the Debtors the right to use certain sand trailers.

Railcar Lease Obligations. As of the Petition Date, Debtor D & I Silica, LLC (the "**Debtor Lessee**") was party to seven master railcar leases (the "**Railcar Leases**") pursuant to which it leases the railcars utilized in certain of the Debtors' business operations. Debtor Hi-Crush Inc. guaranteed the Debtor Lessee's obligations under certain of the Railcar Leases. All of the Railcar Leases contain above-market rates which, in some instances, are multiple times more expensive than the current spot price. Accordingly, prior to the Petition Date, the Debtors engaged in extensive negotiations with the lessors under the Railcar Leases, and, as a result, the Debtors were able to achieve material economic concessions from the majority of the lessors, including improved pricing and other lease terms. As described in detail in Article III below, the Debtors intend to implement these changes in the Chapter 11 Cases by rejecting the Railcar Leases and entering into new leases with certain of the existing lessors.

Trade Debt and Related Obligations. The Debtors incur trade debt with certain vendors in connection with the ordinary course operation of their business. The Debtors believe that, as of the Petition Date, they had trade debt and other related obligations in the aggregate amount of approximately $30 million.

C. EVENTS LEADING TO THE CHAPTER 11 FILING

In the months leading up to the date of this Disclosure Statement, the Debtors faced dual stresses of decreasing earnings and increasing costs. The Debtors' earnings have experienced a significant decline as a result of depressed demand for NWS, the effects of the COVID-19 pandemic, and the Saudi-Russian oil price war, and their costs are significantly inflated due to the above-market rates associated with the Railcar Leases, as well as the oversupply of leased railcars that the Debtors no longer require.

1. Challenging Sand Market Conditions

Current trends in the North American sand market and changes in the preferences of E&P companies have negatively impacted the demand outlook for the Debtors' NWS product.

Some E&P companies have recently been willing to sacrifice the quality of NWS in exchange for lower priced, local in-basin reserves, so long as the local reserves meet minimum acceptable quality levels. In addition, while E&P companies located in the Bakken, DJ, Powder River and Appalachia regions are currently still using meaningful quantities of NWS, there are indications that in-basin supply may become available in the near future. As a result of these developments, the Debtors expect that only the lowest cost NWS production facilities will survive (and at nominal margins), with Canada and the Northeast likely to become the last bastions of NWS usage.

As a result of this shift in the market, NWS currently only accounts for approximately 36% of total frac sand supply, down from 75% in 2014. NWS prices have also fallen dramatically during that period of time, and are expected to remain below $20 per ton in the near to medium term. Downward pressure on NWS prices is further exacerbated by increasingly common "fire sales," with operators selling NWS with pricing in the low teens per ton as they struggle to clear inventory and generate cash proceeds. Demand is likely to be capped, and pricing range bound, since capacity already exists to satisfy marginal increases in demand. These issues have led to an oversupply of NWS relative to demand, which in turn has necessitated mine closures as producers attempt to rebalance cost structures against lower prices and reduced demand.

These market trends have led to a steady decline in production at the Debtors' NWS mines in Wisconsin, with only the Wyeville facility currently expected to operate at over 50% capacity. Indeed, such Wisconsin mines have seen consistent year-over-year total utilization declines since 2014, with projected slowdowns in terminal sales and no prospects for coarse mesh product. Should gas prices continue to be depressed and in-basin sand remain an attractive option in other markets, NWS sales' projections may be further impacted.

2. The Impact of the COVID-19 Pandemic and the Saudi-Russian Price War

The first two quarters of 2020 were characterized by unforeseeable shocks to the global economy generally, and the energy sector in particular. Specifically, the Debtors were greatly harmed by the Saudi-Russian oil price war that took place in early 2020, as well as by the COVID-19 pandemic that ground the global economy to a standstill. The COVID-19 pandemic had unprecedented ripple effects throughout most sectors of the U.S. and world economy, including the energy sector where the Debtors and their customers operate. These harms to the Debtors were further exacerbated by the Saudi-Russian oil price war, which led to greatly depressed oilfield activity and a dislocation of crude oil's supply and demand balance.

As a result of these developments, the Debtors' financial outlook has suffered, their access to additional liquidity under the Prepetition Credit Facility has been essentially eliminated (from approximately $31.4 million in January 2020), and their bonds and equity have lost significant value.

3. The Debtors' Cost-Reduction Initiatives

Recognizing these challenges, the Debtors implemented a number of cost reduction activities to "right size" operations to the current business environment. First, the Debtors have idled their Wisconsin production facilities in Augusta (as of January 2019), Blair (as of March 2020), and Whitehall (as of April 2020).

The Debtors have also realized cost savings through certain reductions in force and workforce-related benefits. For example, total company headcount has been reduced from approximately 740 employees on January 1, 2020 to 297 employees as of the Petition Date. In addition, the Debtors have eliminated certain of their historical ordinary-course incentive and bonus programs, which has resulted in annual savings of approximately $4 million.

4. The Debtors' Restructuring Efforts

Despite these cost-cutting initiatives, the Debtors continued to experience revenue, cash flow, and liquidity challenges. Beginning in late 2019, Hi-Crush Inc.'s board of directors (the "**Board**") authorized the retention of advisors to assist in the Debtors' evaluation of various strategic alternatives, including Latham & Watkins LLP ("**Latham**"), as counsel, Lazard Frères and Co. LLP as investment banker, and Alvarez & Marsal North America, LLC as financial advisor. The Debtors and their advisors engaged in extensive discussions and negotiations with various stakeholders, including the lessors under their Railcar Leases (the "**Railcar Lessors**"), the Prepetition Credit Agreement Lenders, and the Ad Hoc Noteholders Committee, which collectively owns or controls approximately 94% in principal amount of the Prepetition Notes, regarding a potential restructuring of the Debtors' balance sheet and business operations.

The Debtors and their advisors focused on proactively exploring a wide range of strategic alternatives, taking into account various factors, including market feedback, the Debtors' deteriorating economic outlook, as well as the deteriorating industry-wide environment. These strategic alternatives included various potential asset sales, joint ventures, recapitalizations, financing alternatives (including uptiering exchanges, subsidiary financings and rights offerings), Railcar Lease renegotiations and equitizations.

Ultimately, these negotiations were successful, and resulted in the restructuring embodied in the Plan and agreed in the Restructuring Support Agreement with the Consenting Noteholders, the agreement with certain of the Go-Forward Lessors (defined below) to implement new railcar lease agreements with improved economic terms, and the Debtors' receipt of the proceeds and benefits of the DIP Facilities in these Chapter 11 Cases.

(a) Railcar Lease Negotiations

Given the decline of the NWS market, in early 2020 the Debtors determined that their current railcar need was significantly reduced from their fleet of approximately 4,800 cars to approximately 1,500 cars. The Debtors further estimated that approximately $20 million out of the $28 million in yearly payments on account of the Railcar Leases was attributable to redundant cars and above-market lease rates. Indeed, as discussed above, the Debtors' Railcar Leases were multiple times more expensive than the current spot market, despite diminishing NWS volumes.

In recognition of these facts, in the months leading up to these Chapter 11 Cases, the Debtors and their advisors engaged with their largest Railcar Lessors in an attempt to alleviate the Railcar Leases' burden on cash flow. Specifically, the Debtors solicited and received formal bids for new lease terms from their larger Railcar Lessors. As a result of the Debtors' proactive outreach to the Railcar Lessors, the Debtors were able to achieve material economic concessions in connection with their Railcar Leases, thereby paving the way for a realignment of the Debtors' railcar needs, current market prices, and the terms of the Railcar Leases.

To achieve this realignment during the pendency of these Chapter 11 Cases, as described in Article III below, the Debtors have decided, in the exercise of their business judgment, to (a) reject, effective as of the Petition Date, Railcar Leases with certain Railcar Lessors (the "**Go-Forward Lessors**"), and enter into, effective as of the Petition Date, new railcar lease agreements with the Go-Forward Lessors reflecting a reduced number of railcars and materially improved terms, and (b) reject certain other Railcar Leases under which the Debtors currently pay the lessor counterparties a fixed fee per car based on market terms negotiated at the time the leases were executed.

(b) The Debtors' Restructuring Support Agreement

While the Debtors, their management, and their Advisors examined all strategic options, it soon became clear that an out-of-court restructuring transaction would not be feasible. After extensive, good faith, arm's-length negotiations, the Debtors and the Ad Hoc Noteholders Committee ultimately reached an agreement around a consensual plan of reorganization and entered into the Restructuring Support Agreement on July 12, 2020. The Restructuring Support Agreement provides an agreed-upon framework with the Consenting Noteholders, who hold approximately 94% of the Prepetition Notes Claims under the Prepetition Notes Indenture, for the Plan, and forms the cornerstones the strategic restructuring the Debtors seek to implement in these Chapter 11 Cases.

The Restructuring Support Agreement establishes certain obligations of both the Debtors and the Consenting Noteholders, including, without limitation, to prosecute and support the Plan on terms consistent with the Restructuring Term Sheet and conditions to the Effective Date of the Plan. The Restructuring Support Agreement and the Restructuring Term Sheet establish, among other things, the following key terms:[8]

DIP Loan & Exit Loan Facilities; Rights Offering

- The Chapter 11 Cases will be financed by the $25 million DIP ABL Facility and the $40 million DIP Term Loan Facility;
- The DIP ABL Facility will refinance and satisfy in full the Debtors' obligations under the Prepetition Credit Agreement;
- On the Effective Date, the Reorganized Debtors will enter into the a new credit agreement providing for the Exit Facility Loans, which will refinance and replace the DIP ABL Facility;
- The Debtors will conduct a $43.3 million Rights Offering to eligible holders of Allowed Prepetition Notes Claims and Allowed (as defined in the Rights Offering) General Unsecured Claims pursuant to which such Rights Offering Participants will be offered the right to purchase New Secured Convertible Notes;

[8] The bullets below are solely intended to be a summary of certain material terms and conditions of the Restructuring Support Agreement and the Restructuring Term Sheet and are qualified by reference to the entire Restructuring Support Agreement and Restructuring Term Sheet. This summary should not be relied upon for a comprehensive discussion of the Restructuring Support Agreement and the Restructuring Term Sheet or in lieu of reviewing the Restructuring Support Agreement and the Restructuring Term Sheet in their entirety. To the extent of any conflict between the terms of this summary and the Restructuring Support Agreement or the Restructuring Term Sheet, the terms of the Restructuring Support Agreement or the Restructuring Term Sheet, as applicable shall control. Capitalized terms used, but not otherwise defined herein or in the Plan shall have the respective meanings ascribed to such terms in the Restructuring Support Agreement and the Restructuring Term Sheet.

- As set forth in the New Secured Notes Term Sheet (attached as Exhibit 3 to the Restructuring Term Sheet attached to the Restructuring Support Agreement):

  - the New Secured Convertible Notes (including the Put Option Notes) to be issued pursuant to the Rights Offering and the Backstop Purchase Agreement are, in the aggregate, convertible into 95% of the total number of shares of New Equity Interests that are issued on the Effective Date after giving effect to the consummation of the Restructuring Transactions (subject to dilution by the New Management Incentive Plan Equity);

  - the New Secured Convertible Notes will be convertible at any time in whole or in part at the sole option of the holder thereof; and

  - there are no mandatory conversion events with respect to the New Secured Convertible Notes except for mandatory conversion upon the consummation of a merger or acquisition transaction involving all, or substantially all, of the Reorganized Debtors' assets that has been consented to by holders of at least two-thirds in amount of the aggregate principal amount of all then outstanding New Secured Convertible Notes;

- The Rights Offering will be fully backstopped by the Backstop Parties on the terms and conditions set forth in the Backstop Purchase Agreement, as approved by the Bankruptcy Court in the Backstop Order; and

- The claims arising under the DIP Term Loan Facility will be paid in full in cash from the proceeds of the Rights Offering and the Backstop Purchase Agreement.

Plan Treatment

- The treatment of certain Classes of Claims and Equity Interests will be as follows:

  - Payment in full of all administrative expense claims, priority tax claims, other priority claims, other secured claims, and secured tax claims (or such other treatment rendering such claims unimpaired);

  - With respect to holders of Prepetition Notes Claims and General Unsecured Claims:

    (a) subscription rights to participate in the Rights Offering (which shall be attached to each applicable claim and transferable with such allowed claim as set forth in the Rights Offering Procedures, but such subscription rights may only be exercised to the extent the holder is an Accredited Investor) in accordance with the Disclosure Statement Order and the Rights Offering Procedures; and

    (b) its *pro rata* share of 100% of the New Equity Interests Pool, subject to dilution by (i) the New Equity Interests issued upon conversion of the New Secured Convertible Notes and (ii) the New Management Incentive Plan Equity;

    HOLDERS OF PREPETITION NOTES CLAIMS AND GENERAL UNSECURED CLAIMS ARE ADVISED THAT THE NEW EQUITY INTERESTS ISSUED TO THE HOLDERS OF ALLOWED PREPETITION NOTES CLAIMS AND ALLOWED GENERAL UNSECURED CLAIMS UNDER THE PLAN ARE (A) SUBJECT TO DILUTION BY (I) THE NEW EQUITY INTERESTS TO BE ISSUED UPON CONVERSION OF THE

NEW SECURED CONVERTIBLE NOTES AND (II) THE NEW MANAGEMENT INCENTIVE PLAN EQUITY AND (B) SUBJECT TO THE TERMS OF THE NEW STOCKHOLDERS AGREEMENT OF REORGANIZED PARENT, IN SUBSTANTIALLY THE FORM TO BE FILED WITH THE PLAN SUPPLEMENT, WHICH AGREEMENT SHALL CONTAIN TERMS AND CONDITIONS ACCEPTABLE TO THE DEBTORS AND THE REQUIRED CONSENTING NOTEHOLDERS.

UPON CONVERSION OF THE NEW SECURED CONVERTIBLE NOTES, HOLDERS OF SUCH NEW SECURED CONVERTIBLE NOTES WILL (A) OWN 95% OF THE NEW EQUITY INTERESTS AND (B) SHARE OWNERSHIP OF THE REMAINING 5% OF THE NEW EQUITY INTERESTS PRO RATA WITH HOLDERS OF ALLOWED PREPETITION NOTES CLAIMS AND ALLOWED GENERAL UNSECURED CLAIMS WHO DO NOT PARTICIPATE IN THE RIGHTS OFFERING, IN EACH CASE, SUBJECT TO DILUTION BY THE NEW MANAGEMENT INCENTIVE PLAN EQUITY. ACCORDINGLY, THE DEBTORS RECOMMEND THAT ELIGIBLE HOLDERS OF PREPETITION NOTES CLAIMS AND ALLOWED (AS DEFINED IN THE RIGHTS OFFERING PROCEDURES) GENERAL UNSECURED CLAIMS PARTICIPATE IN THE RIGHTS OFFERING IN ORDER TO MAXIMIZE THEIR RECOVERY UNDER THE PLAN.

- The Old Parent Interests will be cancelled, and each holder of an Old Parent Interest will not receive any distribution or retain any property on account of such Old Parent Interest.

Other Terms

- After the Effective Date, the New Board will adopt a management equity incentive plan for the benefit of the new management of the Reorganized Debtors. The New Management Incentive Plan Equity issued pursuant to such management equity incentive plan shall dilute all New Equity Interests equally, including the New Equity Interests issued upon conversion of the New Secured Convertible Notes after the Effective Date;

- The composition of the new board of directors of the Reorganized Parent will consist of five (5) directors in total, which will include the Chief Executive Officer of Reorganized Parent and other directors designated by the Backstop Parties prior to the Effective Date and disclosed in the Plan Supplement; and

- The Plan will contain customary releases, exculpations, and injunctions among the parties to the Restructuring Support Agreement and certain other parties in interest.

Chapter 11 Milestones

- The DIP Facilities and the Restructuring Support Agreement provide for certain milestones to be met during the Chapter 11 Cases, including the following:

  - Commencement of the Chapter 11 Cases by no later than July 12, 2020;

  - Entry of the Interim DIP Order by no later than five (5) days following the Petition Date;

- Filing of the Plan and the Disclosure Statement, the related Solicitation Materials, and the motion seeking entry of the Solicitation Order by no later than fourteen (14) days following the Petition Date;

- Entry of the Final DIP Order by no later than twenty-five (25) days following the Petition Date;

- Entry of both the Backstop Order and the Solicitation Order by no later than forty-five (45) days following the Petition Date;

- Entry of the Confirmation Order by no later than seventy-five (75) days following the Petition Date; and

- The occurrence of the Effective Date of the Plan by no later than ninety (90) days following the Petition Date.

The Restructuring Support Agreement provides for a comprehensive restructuring of the Debtors to maximize value for the benefit of all stakeholders, and provides the Debtors with a clear path to accomplish their restructuring goals. The transactions contemplated by the Restructuring Support Agreement, including the exit financing, are fully committed, and the material deleveraging will enable the company to put the Reorganized Company in a position to execute on its business plan and pursue future growth opportunities.

III.
EVENTS DURING THE CHAPTER 11 CASES

A. FIRST DAY MOTIONS AND CERTAIN RELATED RELIEF

The Debtors intend to continue operating their businesses in the ordinary course during the pendency of the Chapter 11 Cases as they have been doing prior to the Petition Date. To facilitate the efficient and expeditious implementation of the Plan through the Chapter 11 Cases, the Debtors have devoted substantial efforts to stabilizing their operations and preserving and restoring their relationships with, among others, vendors, customers, employees and utility providers that the Debtors believed could be impacted by the commencement of the Chapter 11 Cases. As a result of these efforts, the Debtors were able to minimize, as much as practicable, the negative impacts of the commencement of the Chapter 11 Cases.

On July 12, 2020, the Debtors filed a number of motions (collectively referred to herein as "**First Day Motions**") with the Bankruptcy Court. At a hearing conducted on July 13, 2020, the Bankruptcy Court entered several orders (the "**First Day Orders**") granting the relief requested in the First Day Motions and allowing the Debtors to, among other things: (i) prevent interruptions to the Debtors' businesses; (ii) ease the strain on the Debtors' relationships with certain essential constituents, including employees, vendors, customers and utility providers; (iii) provide access to critical financing and capital; and (iv) allow the Debtors to retain certain advisors to assist with the administration of the Chapter 11 Cases.

1. Procedural Motions

To facilitate a smooth and efficient administration of the Chapter 11 Cases, the Bankruptcy Court entered certain "procedural" First Day Orders, by which the Bankruptcy Court (a) approved the joint administration (for procedural purposes only) of the Debtors' Chapter 11 Cases, (b) authorized the Debtors to file a consolidated list of creditors in lieu of submitting a separate mailing matrix for each Debtor, (c) approved an extension of time to file the Debtors' Schedules, and (d) established notice and hearing procedures with respect to trading in equity securities of the Debtors.

2. Stabilizing Operations

Recognizing that any interruption of the Debtors' businesses, even for a brief period of time, would negatively impact their operations, relationships with their vendors, revenue and profits, the Debtors filed a number of First Day Motions to help facilitate the stabilization of their operations and effectuate, as much as possible, a smooth transition into operations as debtors in possession. Specifically, in addition to certain orders discussed in greater detail below, the Debtors sought and obtained First Day Orders authorizing the Debtors to:

- pay prepetition wages, salaries and other compensation, reimbursable employee expenses and employee medical and similar benefits;
- pay prepetition obligations on account of amounts owing shippers, warehousemen, mechanics, and other potential lienholders, as well as royalty interest owners;
- determine adequate assurance for future utility service and establish procedures for utility providers to object to such assurance;
- continue insurance coverage and a bonding program, and enter into new insurance policies and purchase new surety bonds, if necessary;

- maintain the existing cash management system; and
- remit and pay certain taxes and fees.

In addition to the foregoing relief, to prevent the imposition of the automatic stay from disrupting their businesses and to ensure continued deliveries and services on favorable credit terms, the Debtors sought and obtained Bankruptcy Court approval to pay the prepetition claims of certain vendors and third-party service providers who the Debtors believe are essential to the ongoing operation of their businesses. The Debtors' ability to pay the claims of these vendors and service providers was and remains critical to their ongoing business operations and ultimate success in the Chapter 11 Cases.

3. Debtor in Possession Financing and Use of Cash Collateral

The Debtors also filed a motion to approve the DIP Facilities and the use of cash collateral (the "**DIP Motion**"). Through the DIP Motion, the Debtors sought permission from the Bankruptcy Court to, among other things, (i) obtain secured postpetition financing in the form of a DIP ABL Facility and DIP Term Loan Facility, (ii) grant liens and superpriority administrative expense status on account thereof, (iii) utilize the cash collateral of prepetition secured parties, (iv) grant adequate protection to those prepetition secured parties for any aggregate diminution in value of their respective interests in the cash collateral, and (v) modify the automatic stay imposed by section 362 of the Bankruptcy Code to the extent necessary.

Following the hearing held on July 13, 2020, the Bankruptcy Court entered an order on July 13, 2020, approving the Debtors' DIP Motion on an interim basis [Docket No. 98].

Access to postpetition financing, coupled with the use of cash collateral, allows the Debtors to, among other things: (a) continue their businesses in an orderly manner; (b) maintain their valuable relationships with vendors, suppliers, customers and employees; and (c) support their working capital, general corporate and overall operational needs.

4. Claims Bar Date Order

On July 13, 2020, the Bankruptcy Court entered the *Order (I) Establishing (A) Bar Dates and (B) Related Procedures for Filing Proofs of Claim, (II) Approving the Form and Manner of Notice thereof and (III) Granting Related Relief* [Docket No. 8], setting the general deadline for filing a Proof of Claim in the Chapter 11 Cases as August 16, 2020 at 5:00 p.m. (Prevailing Central Time) (the "**Claims Bar Date**"), and the deadline for governmental units for filing a Proof of Claim as January 8, 2021 at 5:00 p.m. (Prevailing Central Time).

5. Employment of Advisors

On July 13, 2020, the Bankruptcy Court entered an order authorizing the Debtors to retain Kurtzman Carson Consultants LLC as the Voting and Claims Agent in the Chapter 11 Cases. In addition, to assist the Debtors in carrying out their duties as debtors in possession and to represent their interests in the Chapter 11 Cases, the Debtors have also sought orders authorizing the Debtors to retain and employ the following advisors: (a) Latham and Hunton Andrews Kurth LLP, as restructuring co-counsel; (b) Lazard, as financial advisor; and (c) A&M, as restructuring advisor. The Debtors also sought an order approving and establishing procedures for the retention of professionals utilized in the ordinary course of the Debtors' businesses.

B. THE RAILCAR REJECTION MOTION AND THE OMNIBUS REJECTION MOTION

As discussed above, following extensive negotiations with their Railcar Lessors, the Debtors decided, in the exercise of their business judgment, to reject the Railcar Leases with each of their Railcar Lessors and enter into new railcar lease agreements with the Go-Forward Lessors reflecting a reduced number of railcars and materially improved terms. To that end, on July 13, 2020, the Debtors filed the (a) *Debtors' Motion for Entry of an Order Authorizing the Debtors to (i) Reject Certain Railcar Lease Agreements, Effective as of the Petition Date, and (ii) Enter into Proposed New Railcar Lease Agreements, Effective as of the Petition Date* [Docket No. 21] and (b) *Debtors' First Omnibus Motion for Entry of an Order Authorizing the Debtors to (i) Reject Certain Executory Contracts and Unexpired Leases Effective as of the Dates Specified in the Motion and (ii) Abandon Certain Remaining Personal Property in Connection Therewith* [Docket No. 20]. On August 4, 2020, the Bankruptcy Court entered orders granting the relief requested in the foregoing motions [Docket Nos. 211 and 220].

C. RIGHTS OFFERING AND BACKSTOP PURCHASE AGREEMENT

1. Rights Offering and Backstop Purchase Agreement

In connection with the Restructuring Support Agreement, the Debtors intend to effectuate a rights offering during the Chapter 11 Cases and in conjunction with and pursuant to the Plan (the "**Rights Offering**") and the Rights Offering Procedures. Under the Rights Offering, eligible record holders of Allowed Prepetition Notes Claims and Eligible General Unsecured Claims will receive the right (a "**Subscription Right**") to purchase their *pro rata* share (based on such Holder's relative share of Allowed Prepetition Notes Claims and Eligible General Unsecured Claims, as applicable) of the New Secured Convertible Notes for an aggregate purchase price of $43.3 million. The Subscription Rights shall attach to the Allowed Prepetition Notes Claims and Eligible General Unsecured Claims and be transferable with such Claims in accordance with the Rights Offering Procedures. Only Holders of Allowed Prepetition Notes Claims and Eligible General Unsecured Claims who are "accredited investors" (as such term is defined in Rule 501 of the Securities Act) (each such holder, a "**Rights Offering Participant**") as of the Rights Offering Record Date of September 4, 2020 shall be entitled to exercise such Subscription Rights, as more fully described and set forth in the Rights Offering Procedures and the Plan. Each Rights Offering Participant electing to exercise its Subscription Rights will purchase the New Secured Convertible Notes by paying cash in an aggregate amount equal to the aggregate principal amount of the New Secured Convertible Notes to be acquired by such Rights Offering Participant in the Rights Offering. The New Secured Convertible Notes are expected to be held through DTC. Thus, in order to participate in the Rights Offering and receive New Secured Convertible Notes, a holder of an Eligible General Unsecured Claim must have, or open, a brokerage account with a DTC Participant to act as its nominee to hold any New Secured Convertible Notes.

As discussed above, and as set forth in the New Secured Notes Term Sheet (attached as Exhibit 3 to the Restructuring Term Sheet attached to the Restructuring Support Agreement):

- the New Secured Convertible Notes (including the Put Option Notes) to be issued pursuant to the Rights Offering and the Backstop Purchase Agreement are, in the aggregate, convertible into 95% of the total number of shares of New Equity Interests that are issued on the Effective Date after giving effect to the consummation of the Restructuring Transactions (subject to dilution by the New Management Incentive Plan Equity);

- the New Secured Convertible Notes will be convertible at any time in whole or in part at the sole option of the holder thereof; and

- there are no mandatory conversion events with respect to the New Secured Convertible Notes except for mandatory conversion upon the consummation of a merger or acquisition transaction involving all, or substantially all, of the Reorganized Debtors' assets that has been consented to by holders of at least two-thirds in amount of the aggregate principal amount of all then outstanding New Secured Convertible Notes.

Pursuant to the Disclosure Statement Order, the Bankruptcy Court approved the Rights Offering Procedures and the Debtors' commencement of the Rights Offering in accordance therewith.

Certain members of the Ad Hoc Noteholders Committee will provide the Debtors with a commitment to fully backstop the Rights Offering, in the event the Rights Offering is not fully subscribed by the Rights Offering Participants, on the terms and conditions set forth in the Backstop Purchase Agreement. As consideration for the Debtors' right to call on the Backstop Parties' Backstop Commitments and consistent with the Backstop Order, on the effective date of the Plan, the Reorganized Debtors shall issue a $4.8 million aggregate principal amount of New Secured Convertible Notes (the "**Put Option Notes**") to the Backstop Parties under and as set forth in the Backstop Purchase Agreement. On July 27, 2020, the Debtors filed the *Debtors' Emergency Motion for (i) Authorization to (a) Enter Into Backstop Purchase Agreement, (b) Pay Certain Amounts and Related Expenses, (C) Honor Indemnification Obligations to Certain Parties, and (ii) Grant Related Relief* seeking approval from the Bankruptcy Court to enter into the Backstop Purchase Agreement and perform their obligations in accordance therewith, including authority to issue the Put Option Notes to the Backstop Parties. On August 14, 2020, the Bankruptcy Court entered an order granting the relief requested in the foregoing motion [Docket No. 287].

Holders of Prepetition Notes Claims and General Unsecured Claims are advised that the New Equity Interests issued to the Holders of Allowed Prepetition Notes Claims and Allowed General Unsecured Claims under the Plan are (a) subject to dilution by (i) the New Equity Interests to be issued upon conversion of the New Secured Convertible Notes and (ii) the New Management Incentive Plan Equity and (b) subject to the terms of the New Stockholders Agreement of Reorganized Parent, in substantially the form to be filed with the Plan Supplement, which agreement shall contain terms and conditions acceptable to the Debtors and the Required Consenting Noteholders.

Upon conversion of the New Secured Convertible Notes, Holders of such New Secured Convertible Notes will (a) own 95% of the New Equity Interests and (b) share ownership of the remaining 5% of the New Equity Interests Pro Rata with Holders of Allowed Prepetition Notes Claims and Allowed General Unsecured Claims who do not participate in the Rights Offering, in each case, subject to dilution by the New Management Incentive Plan Equity. Accordingly, the Debtors recommend that eligible Holders of Prepetition Notes Claims and Allowed (as defined in the Rights Offering Procedures) General Unsecured Claims participate in the Rights Offering in order to maximize their recovery under the Plan.

D. FILING OF THE SCHEDULES

On July 13, 2020, the Bankruptcy Court entered the *Order Extending Time to File Schedules of Assets and Liabilities, Schedules of Current Income and Expenditures, Schedules of Executory Contracts and Unexpired Leases, Statements of Financial Affairs, and Rule 2015.3 Financial Reports* [Docket No. 87], setting August 11, 2020 as the deadline by which the Debtors must file their Schedules. On August 11, 2020, the Debtors filed their Schedules.

E. EXCLUSIVE PERIOD FOR FILING A CHAPTER 11 PLAN AND SOLICITING VOTES

Under the Bankruptcy Code, a debtor has the exclusive right to file and solicit acceptances of a plan or plans of reorganization for an initial period of 120 days from the date on which the debtor filed for voluntary relief. If a debtor files a plan within this exclusive period, then the debtor has the exclusive right for 180 days from the petition date to solicit acceptances to the plan. During these exclusive periods, no other party in interest may file a competing plan of reorganization; however, a court may extend these periods upon request of a party in interest "for cause."

IV.
SUMMARY OF THE PLAN

THIS SECTION IV IS INTENDED ONLY TO PROVIDE A SUMMARY OF THE MATERIAL TERMS OF THE PLAN AND IS QUALIFIED BY REFERENCE TO THE ENTIRE DISCLOSURE STATEMENT AND THE PLAN AND SHOULD NOT BE RELIED ON FOR A COMPREHENSIVE DISCUSSION OF THE PLAN. TO THE EXTENT THERE ARE ANY INCONSISTENCIES OR CONFLICTS BETWEEN THIS SECTION IV AND THE PLAN, THE TERMS AND CONDITIONS SET FORTH IN THE PLAN WILL CONTROL AND GOVERN.

A. ADMINISTRATIVE AND PRIORITY TAX CLAIMS

1. Administrative Claims

Subject to sub-paragraph (a) below, on the later of the Effective Date or the date on which an Administrative Claim becomes an Allowed Administrative Claim, or, in each such case, as soon as reasonably practicable thereafter, each Holder of an Allowed Administrative Claim (other than an Allowed Professional Fee Claim) will receive, in full satisfaction, settlement, discharge and release of, and in exchange for, such Claim either (i) Cash equal to the amount of such Allowed Administrative Claim; or (ii) such other less favorable treatment as to which the Debtors (with the consent of the Required Consenting Noteholders) or Reorganized Debtors, as applicable, and the Holder of such Allowed Administrative Claim will have agreed upon in writing; *provided*, *however*, that Administrative 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.

(a) Bar Date for Administrative Claims

Except as otherwise provided in the Plan, unless previously Filed or paid, requests for payment of Administrative Claims must be Filed and served on the Reorganized Debtors pursuant to the procedures specified in the Confirmation Order and the notice of entry of the Confirmation Order or the occurrence of the Effective Date (as applicable) no later than the Administrative Claims Bar Date; *provided* that the foregoing will not apply to either the Holders of Claims arising under section 503(b)(1)(D) of the Bankruptcy Code or the Bankruptcy Court or United States Trustee as the Holders of Administrative Claims. Holders of Administrative Claims that are required to File and serve a request for payment of such Administrative Claims that do not File and serve such a request by the Administrative Claims Bar Date will be forever barred, estopped and enjoined from asserting such Administrative Claims against the Debtors, the Reorganized Debtors and their respective Estates and property and such Administrative Claims will be deemed discharged as of the Effective Date. All such Claims will, as of the Effective Date, be subject to the permanent injunction set forth in Article X.G of the Plan. Nothing in Article II.A of the Plan will limit, alter, or impair the terms and conditions of the Claims Bar Date Order with respect to the Claims Bar Date for filing administrative expense claims arising under section 503(b)(9) of the Bankruptcy Code.

Objections to such requests must be Filed and served on the Reorganized Debtors and the requesting party by the later of (a) 120 days after the Effective Date and (b) 60 days after the Filing of the applicable request for payment of Administrative Claims, if applicable, as the same may be modified or extended from time to time by Final Order of the Bankruptcy Court.

(b) Professional Fee Claims

Professionals or other Entities asserting a Professional Fee Claim for services rendered before the Effective Date must File and serve on the Reorganized Debtors and such other Entities who are designated in the Confirmation Order an application for final allowance of such Professional Fee Claim no later than the Professional Fees Bar Date; *provided* that the Reorganized Debtors will pay the reasonable fees, costs, and out-of-pocket expenses of the Debtors' Professionals in the ordinary course of business for any work performed after the Effective Date, including those reasonable and documented fees, costs, and expenses incurred by such Professionals in connection with the implementation and consummation of the Plan, in each case without further application or notice to or order of the Bankruptcy Court; *provided*, *further*, that any Debtor Professional who may receive compensation or reimbursement of expenses pursuant to the Ordinary Course Professionals Order may continue to receive such compensation and reimbursement of expenses from the Debtors and Reorganized Debtors for services rendered before the Effective Date pursuant to the Ordinary Course Professionals Order, in each case without further application or notice to or order of the Bankruptcy Court.

Objections to any Professional Fee Claim must be Filed and served on the Reorganized Debtors and the requesting party by no later than thirty (30) days after the Filing of the applicable final request for payment of the Professional Fee Claim. Each Holder of an Allowed Professional Fee Claim will be paid in full in Cash by the Reorganized Debtors, including from the Carve-Out Reserve, within five (5) Business Days after entry of the order approving such Allowed Professional Fee Claim. The Reorganized Debtors will not commingle any funds contained in the Carve-Out Reserve and will use such funds to pay only the Professional Fee Claims, as and when allowed by order of the Bankruptcy Court. Notwithstanding anything to the contrary contained in the Plan, the failure of the Carve-Out Reserve to satisfy in full the Professional Fee Claims will not, in any way, operate or be construed as a cap or limitation on the amount of Professional Fee Claims due and payable by the Reorganized Debtors.

2. DIP Facility Claims

Upon entry of the Final DIP Order, and pursuant to the Final DIP Order, the Prepetition Credit Agreement Claims were deemed outstanding under the DIP ABL Facility and constitute DIP ABL Facility Claims. On the Effective Date, the Allowed DIP ABL Facility Claims will, in full satisfaction, settlement, discharge and release of, and in exchange for such DIP ABL Facility Claims, be indefeasibly paid in full in Cash from the proceeds of the Exit Facility, and any unused commitments under the DIP ABL Loan Documents, and the outstanding letters of credit thereunder will be deemed outstanding under the Exit ABL Facility or, if necessary, be cash collateralized at 105% of such outstanding amount as of the Effective Date and remain outstanding.

On the Effective Date, the Allowed DIP Term Loan Facility Claims will, in full satisfaction, settlement, discharge and release of, and in exchange for such DIP Term Loan Facility Claims, be indefeasibly paid in full in Cash from the proceeds of the Rights Offering and Backstop Purchase Agreement, and the DIP Term Loan Facility Liens will be deemed discharged, released, and terminated for all purposes without further action of or by any Person or Entity.

3. Priority Tax Claims

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 Priority Tax Claim is an Allowed Priority Tax Claim as of the Effective Date or (ii) the date on which such Priority Tax Claim becomes an Allowed Priority Tax Claim, each Holder of an Allowed Priority Tax Claim will receive in full satisfaction, settlement, discharge and release of, and in exchange for, such Allowed Priority Tax Claim, at the election of the Debtors or Reorganized Debtors,

as applicable: (A) Cash equal to the amount of such Allowed Priority Tax Claim; (B) such other less favorable treatment as to which the Debtors (with the consent of the Required Consenting Noteholders) or Reorganized Debtors, as applicable, and the Holder of such Allowed Priority Tax Claim will have agreed upon in writing; (C) such other treatment such that it will not be Impaired pursuant to section 1124 of the Bankruptcy Code or (D) 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 Priority Tax 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 Priority Tax 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 (C) or (D) above will 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 Priority Tax Claim.

B. CLASSIFICATION AND TREATMENT OF CLASSIFIED CLAIMS AND EQUITY INTERESTS

1. Summary

The Plan constitutes a separate plan of reorganization for each Debtor. All Claims and Equity Interests, except Administrative Claims, DIP Facility Claims, and Priority Tax Claims, are placed in the Classes set forth below. For all purposes under the Plan, each Class will contain sub-Classes for each of the Debtors (*i.e.*, there will be seven (7) Classes for each Debtor); *provided*, that any Class that is vacant as to a particular Debtor will be treated in accordance with Article III.D of the Plan.

The categories of Claims and Equity Interests listed below classify Claims and Equity Interests for all purposes, including, without limitation, for voting, confirmation and distribution pursuant hereto and pursuant to sections 1122 and 1123(a)(1) of the Bankruptcy Code. The Plan deems a Claim or Equity Interest to be classified in a particular Class only to the extent that the Claim or Equity Interest qualifies within the description of that Class and will be deemed classified in a different Class to the extent that any remaining portion of such Claim or Equity Interest qualifies within the description of such different Class. A Claim or Equity Interest is in a particular Class only to the extent that any such Claim or Equity Interest is Allowed in that Class and has not been paid, released, Disallowed or otherwise settled prior to the Effective Date.

2. Classification and Treatment of Classified Claims and Equity Interests

(a) Class 1 – Other Priority Claims

- *Classification*: Class 1 consists of the Other Priority Claims.
- *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 will 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 will 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.

- *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.

(b) Class 2 – Other Secured Claims

- *Classification*: Class 2 consists of the Other Secured Claims. Class 2 consists of separate subclasses for each Other Secured Claim.

- *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 will 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 will 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 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.

- *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.

(c) Class 3 - Secured Tax Claims

- *Classification*: Class 3 consists of the Secured Tax Claims.

- *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 will 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 will 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 will 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.

- *Voting*: Class 3 is an Unimpaired Class, and the Holders of Claims in Class 3 will 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.

(d) Class 4 – Prepetition Notes Claims

- *Classification:* Class 4 consists of Prepetition Notes Claims.

- *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".

- *Treatment*: On the Effective Date, or as soon thereafter as reasonably practicable, each Holder of an Allowed Class 4 Claim will 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 will have agreed upon in writing:

  - The Subscription Rights (which will 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 will 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).

  - 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 will 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.

- *Voting*: Class 4 is Impaired, and Holders of Claims in Class 4 are entitled to vote to accept or reject the Plan.

(e) Class 5 – General Unsecured Claims

- *Classification*: Class 5 consists of General Unsecured Claims.

- *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 will 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 will have agreed upon in writing:

- The Subscription Rights (which will 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) will 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).

- 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 will 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.

o *Voting*: Class 5 is Impaired, and Holders of Claims in Class 5 are entitled to vote to accept or reject the Plan.

(f) Class 6 – Intercompany Claims

o *Classification*: Class 6 consists of the Intercompany Claims.

o *Treatment*: Subject to the Restructuring Transactions, the Intercompany Claims will be reinstated, compromised, or cancelled, at the option of the relevant Holder of such Intercompany Claims with the consent of the Required Consenting Noteholders.

- *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 this Plan. Therefore, Holders of Claims in Class 6 are not entitled to vote to accept or reject this Plan.

(g) Class 7 – Old Affiliate Interests in any Parent Subsidiary

- *Classification*: Class 7 consists of the Old Affiliate Interests in any Parent Subsidiary.

- *Treatment*: Subject to the Restructuring Transactions, the Old Affiliate Interests will remain effective and outstanding on the Effective Date and will 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.

- *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.

(h) Class 8 – Old Parent Interests

- *Classification*: Class 8 consists of the Old Parent Interests.

- *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 will not receive any distribution or retain any property on account of such Old Parent Interest.

- *Voting*: Class 8 is an Impaired Class, and the Holders of Old Parent Interests in Class 7 will be conclusively deemed to have rejected the 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.

3. Special Provision Governing Unimpaired Claims

Except as otherwise provided therein, nothing under the Plan will affect or limit the Debtors' or the Reorganized Debtors' rights and defenses (whether legal or equitable) in respect of any Unimpaired Claims, including, without limitation, all rights in respect of legal and equitable defenses to or setoffs or recoupments against any such Unimpaired Claims.

4. Elimination of Vacant Classes

Any Class of Claims that is not occupied as of the commencement of the Confirmation Hearing by an Allowed Claim or a claim temporarily allowed under Bankruptcy Rule 3018, or as to which no vote is cast, will be deemed eliminated from the Plan for purposes of voting to accept or reject the Plan and for purposes of determining acceptance or rejection of the Plan by such Class pursuant to section 1129(a)(8) of the Bankruptcy Code.

C. ACCEPTANCE OR REJECTION OF THE PLAN

1. Presumed Acceptance of Plan

Classes 1-3, and 7 are Unimpaired under the Plan. Therefore, the Holders of Claims or Equity Interests in such Classes are deemed to have accepted the Plan pursuant to section 1126(f) of the Bankruptcy Code and are not entitled to vote to accept or reject the Plan. Class 6 is Impaired under the Plan; however, because the Holders of such Claims are Affiliates of the Debtors, the Holders of Claims in Class 6 are conclusively deemed to have accepted the Plan.

2. Presumed Rejection of Plan

Class 8 is Impaired and Holders of Old Parent Interests in such Class will receive no distribution under the Plan on account of such Old Parent Interests. Therefore, the Holders of Old Parent Interests in such Class are deemed to have rejected the Plan pursuant to section 1126(g) of the Bankruptcy Code and are not entitled to vote to accept or reject the Plan. Such Holders will, however, receive a Ballot/Opt-Out Form to allow such Holders to affirmatively opt-out of the Third Party Release.

3. Voting Classes

Classes 4 and 5 are Impaired under the Plan. The Holders of Claims in such Classes as of the Voting Record Date are entitled to vote to accept or reject the Plan.

4. Acceptance by Impaired Class of Claims

Pursuant to section 1126(c) of the Bankruptcy Code and except as otherwise provided in section 1126(e) of the Bankruptcy Code, an Impaired Class of Claims has accepted the Plan if the Holders of at least two-thirds (2/3) in dollar amount and more than one-half (1/2) in number of the Allowed Claims in such Class actually voting have voted to accept the Plan.

5. Confirmation Pursuant to Sections 1129(a)(10) and 1129(b) of the Bankruptcy Code

Section 1129(a)(10) of the Bankruptcy Code will be satisfied for purposes of Confirmation by acceptance of the Plan by either Class 4 or Class 5. The Debtors request confirmation of the Plan under section 1129(b) of the Bankruptcy Code with respect to any Impaired Class that does not accept the Plan pursuant to section 1126 of the Bankruptcy Code. The Debtors reserve the right to modify the Plan or any Exhibit or the Plan Supplement in order to satisfy the requirements of section 1129(b) of the Bankruptcy Code, if necessary.

6. Votes Solicited in Good Faith

The Debtors have, and upon the Confirmation Date will be deemed to have, solicited votes on the Plan from the Voting Classes in good faith and in compliance with the Disclosure Statement Order and the applicable provisions of the Bankruptcy Code, including, without limitation, sections 1125 and 1126 of the Bankruptcy Code, and any applicable non-bankruptcy law, rule, or regulation governing the adequacy of disclosure in connection with the solicitation. Accordingly, the Debtors, the Reorganized Debtors, and each of their respective Related Persons will be entitled to, and upon the Confirmation Date are hereby granted, the protections of section 1125(e) of the Bankruptcy Code.

D. MEANS FOR IMPLEMENTATION OF THE PLAN

1. Restructuring Transactions

Without limiting any rights and remedies of the Debtors or Reorganized Debtors under the Plan or applicable law, but in all cases subject to the terms and conditions of the Restructuring Documents and any consents or approvals required thereunder, the entry of the Confirmation Order will constitute authorization for the Reorganized Debtors to take, or to cause to be taken, all actions necessary or appropriate to consummate and implement the provisions of the Plan prior to, on and after the Effective Date, including such actions as may be necessary or appropriate to effectuate a corporate restructuring of their respective businesses, to otherwise simplify the overall corporate structure of the Reorganized Debtors, or to reincorporate or reorganize certain of the Affiliate Debtors under the laws of jurisdictions other than the laws of which the applicable Affiliate Debtors are presently incorporated. Such restructuring may include one or more mergers, consolidations, restructures, dispositions, liquidations or dissolutions, as may be determined by the Debtors or Reorganized Debtors to be necessary or appropriate, but in all cases subject to the terms and conditions of the Plan and the Restructuring Documents and any consents or approvals required thereunder (collectively, the "**Restructuring Transactions**").

All such Restructuring Transactions taken, or caused to be taken, will be deemed to have been authorized and approved by the Bankruptcy Court upon the entry of the Confirmation Order. The actions to effectuate the Restructuring Transactions may include: (i) the execution and delivery of appropriate agreements or other documents of merger, consolidation, restructuring, disposition, liquidation, or dissolution containing terms that are consistent with the terms of the Plan and that satisfy the applicable requirements of applicable state law and such other terms to which the applicable entities may agree; (ii) the execution and delivery of appropriate instruments of transfer, assignment, assumption, or delegation of any asset, property, right, liability, duty, or obligation on terms consistent with the terms of the Plan and having such other terms to which the applicable entities may agree; (iii) the filing of appropriate certificates or articles of merger, consolidation, or dissolution pursuant to applicable state law; and (iv) all other actions that the applicable entities determine to be necessary or appropriate, including making filings or recordings that may be required by applicable state law in connection with such transactions, but in all cases subject to the terms and conditions of the Plan and the Restructuring Documents and any consents or approvals required thereunder.

2. Continued Corporate Existence

Subject to the Restructuring Transactions permitted by Article V.A of the Plan, after the Effective Date, the Reorganized Debtors will continue to exist as separate legal entities in accordance with the applicable law in the respective jurisdiction in which they are incorporated or formed and pursuant to their respective certificates or articles of incorporation and by-laws, or other applicable organizational documents, in effect immediately prior to the Effective Date, except to the extent such certificates or articles of incorporation and by-laws, or other applicable organizational documents, are amended, restated or otherwise modified under the Plan. Notwithstanding anything to the contrary in the Plan, the Claims against a particular Debtor or Reorganized Debtor will remain the obligations solely of such Debtor or Reorganized Debtor and will not become obligations of any other Debtor or Reorganized Debtor solely by virtue of the Plan or the Chapter 11 Cases.

3. Vesting of Assets in the Reorganized Debtors Free and Clear of Liens and Claims

Except as otherwise expressly provided in the Plan, the Confirmation Order, or any Restructuring Document, pursuant to sections 1123(a)(5), 1123(b)(3), 1141(b) and (c) and other applicable provisions of the Bankruptcy Code, on and after the Effective Date, all property and assets of the Estates of the Debtors, including all claims, rights, and Retained Causes of Action of the Debtors, and any other assets or property acquired by the Debtors or the Reorganized Debtors during the Chapter 11 Cases or under or in connection with the Plan (other than the Claims or Causes of Action subject to the Debtor Release, any rejected Executory Contracts and/or Unexpired Leases, and the Carve-Out Reserve (subject to the Reorganized Debtors' reversionary interest in the Unused Carve-Out Reserve Amount as set forth in Article V.R. of the Plan)), will vest in the Reorganized Debtors free and clear of all Claims, Liens, charges, and other encumbrances, subject to the Restructuring Transactions and Liens which survive the occurrence of the Effective Date as described in Article III of the Plan (including, without limitation, Liens that secure the Exit Facility Loans and the New Secured Convertible Notes and all other obligations of the Reorganized Debtors under the Exit Facility Loan Documents and the New Secured Convertible Notes Documents). On and after the Effective Date, the Reorganized Debtors may (i) operate their respective businesses, (ii) use, acquire, and dispose of their respective property and (iii) compromise or settle any Claims, in each case without notice to, supervision of or approval by the Bankruptcy Court and free and clear of any restrictions of the Bankruptcy Code or the Bankruptcy Rules, other than restrictions expressly imposed by the Plan or the Confirmation Order.

4. Exit Facility Loan Documents; New Secured Convertible Notes Documents

On the Effective Date, the Debtors and the Reorganized Debtors, as applicable, will be authorized to execute and deliver, and to consummate the transactions contemplated by, the Exit Facility Loan Documents and the New Secured Convertible Notes Documents, in each case in form and substance acceptable to the Required Consenting Noteholders and 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 (other than as expressly required by the Exit Facility Loan Documents and the New Secured Convertible Notes Documents). On the Effective Date, the Exit Facility Loan Documents and the New Secured Convertible Notes Documents will constitute legal, valid, binding and authorized indebtedness and obligations of the Reorganized Debtors, enforceable in accordance with their respective terms and such indebtedness and obligations will not be, and will not be deemed to be, enjoined or subject to discharge, impairment, release or avoidance under the Plan, the Confirmation Order or on account of the Confirmation or Consummation of the Plan.

5. Rights Offering

The Debtors shall conduct and consummate the Rights Offering on the terms and subject to the conditions set forth in the Rights Offering Procedures, the Backstop Purchase Agreement, and the Backstop Order and the Disclosure Statement Order. The proceeds received by the Debtors under the Rights Offering from the Rights Offering Participants and the Backstop Parties pursuant to the Backstop Purchase Agreement will be utilized to, among other things, (i) satisfy the Allowed DIP Term Loan Facility Claims, (ii) 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 Exit Facility Loan Documents, and (iv) for working capital and other general corporate purposes of the Reorganized Debtors after the Effective Date.

6. New Equity Interests

On the Effective Date, subject to the terms and conditions of the Restructuring Transactions, Reorganized Parent will issue the New Equity Interests pursuant to the Plan and the Amended/New Organizational Documents. Except as otherwise expressly provided in the Restructuring Documents, the Reorganized Parent will not be obligated to register the New Equity Interests under the Securities Act or to list the New Equity Interests for public trading on any securities exchange.

Distributions of the New Equity Interests may be made by delivery or book-entry transfer thereof by the applicable Distribution Agent in accordance with the Plan and the Amended/New Organizational Documents. Upon the Effective Date, after giving effect to the transactions contemplated hereby, the authorized capital stock or other equity securities of Reorganized Parent will be that number of shares of New Equity Interests as may be designated in the Amended/New Organizational Documents.

7. New Stockholders Agreement; New Registration Rights Agreement

Subject to the Restructuring Transactions permitted by Article V.A of the Plan, on the Effective Date, Reorganized Parent will enter into the New Stockholders Agreement and, if applicable, the New Registration Rights Agreement, each of which will become effective and binding in accordance with its terms and conditions upon the parties thereto, in each case 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 (other than as expressly required by the New Stockholders Agreement and the New Registration Rights Agreement, as applicable).

On and as of the Effective Date, all of the Holders of New Equity Interests will be deemed to be parties to the New Stockholders Agreement, without the need for execution by such Holder. The New Stockholders Agreement will be binding on all Persons or Entities receiving, and all Holders of, the New Equity Interests (and their respective successors and assigns), whether such New Equity Interest is received or to be received on or after the Effective Date and regardless of whether such Person or Entity executes or delivers a signature page to the New Stockholders Agreement.

To the extent applicable, on and as of the Effective Date, all Backstop Parties will be deemed to be parties to the New Registration Rights Agreement, without the need for execution by any such Persons or Entities. The New Registration Rights Agreement will be binding on all such Persons or Entities (and their respective successors and assigns) regardless of whether such applicable Person or Entity executes or delivers a signature page to the New Registration Rights Agreement; *provided*, that to the extent the Required Backstop Parties elect not to enter into the New Registration Rights Agreement, the New Registration Rights Agreement will not be included in the Plan Supplement, and the provisions herein related to the New Registration Rights Agreement will be null and void.

8. New Management Incentive Plan

After the Effective Date, the New Board will adopt the New Management Incentive Plan pursuant to which New Equity Interests (or restricted stock units, options, or other instruments (including "profits interests" in the Reorganized Parent), or some combination of the foregoing) representing up to ten percent (10%) of the New Equity Interests issued as of the Effective Date on a fully diluted basis may be reserved for grants to be made from time to time to the directors, officers, and other management of the Reorganized Parent, subject to the terms and conditions set forth in the New Management Incentive Plan. The details and allocation of the New Management Incentive Plan and the underlying awards thereunder will be determined by the New Board. For the avoidance of doubt, the New Management Incentive Plan Equity

will dilute all of the New Equity Interests equally, including the New Equity Interests issued upon conversion of the New Secured Convertible Notes after the Effective Date.

9. Plan Securities and Related Documentation; Exemption from Securities Laws

On and after the Effective Date, the Debtors and the Reorganized Debtors, as applicable, are authorized to and will provide or issue, as applicable, the New Equity Interests, the New Secured Convertible Notes, and any and all other securities to be distributed or issued under the Plan (collectively, the "**Plan Securities**") and any and all other notes, stock, instruments, certificates, and other documents or agreements required to be distributed, issued, executed or delivered pursuant to or in connection with the Plan (collectively, the "**Plan Securities and Documents**"), in each case in form and substance acceptable to the Required Consenting Noteholders, and 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.

The offer, distribution, and issuance, as applicable, of the Plan Securities and Documents under the Plan will be exempt from registration and prospectus delivery requirements under applicable securities laws (including Section 5 of the Securities Act or any similar state or local law requiring the registration and/or delivery of a prospectus for offer or sale of a security or registration or licensing of an issuer of a security) pursuant to section 1145(a) of the Bankruptcy Code, Section 4(a)(2) of the Securities Act and/or other applicable exemptions. An offering of Plan Securities provided in reliance on the exemption from registration under the Securities Act pursuant to section 1145(a) of the Bankruptcy Code may be sold without registration to the extent permitted under section 1145 of the Bankruptcy Code and is deemed to be a public offering, and such Plan Securities may be resold without registration to the extent permitted under section 1145 of the Bankruptcy Code. Any Plan Securities and Documents provided in reliance on the exemption from registration under the Securities Act provided by Section 4(a)(2) of such act will be provided in a private placement.

All Plan Securities issued to Holders of Allowed Claims on account of their respective Claims will be issued without registration under the Securities Act or any similar federal, state, or local law in reliance on section 1145(a) of the Bankruptcy Code; *provided* that all Plan Securities issued (a) to Holders of Allowed Claims as Rights Offering Participants in the Rights Offering upon exercise of their respective Subscription Rights or upon subsequent conversion of their New Secured Convertible Notes into New Equity Interests, or (b) to the Backstop Parties pursuant to the Backstop Purchase Agreement (i) in satisfaction of their obligations to purchase any Unsubscribed Notes or (ii) in connection with the Put Option Notes, in each case, including upon any subsequent conversion of such New Secured Convertible Notes into New Equity Interests, will be issued without registration under the Securities Act or any similar federal, state, or local law in reliance on Section 4(a)(2) of the Securities Act or Regulation D promulgated thereunder.

Resales by Persons or Entities who receive any Plan Securities that are offered pursuant to an exemption under section 1145(a) of the Bankruptcy Code, who are deemed to be "underwriters" (as such term is defined in the Bankruptcy Code) (such Persons or Entities, the "**Restricted Holders**") would not be exempted by section 1145 of the Bankruptcy Code from registration under the Securities Act. Restricted Holders would, however, be permitted to resell the Plan Securities that are offered pursuant to an exemption under section 1145(a) of the Bankruptcy Code, as applicable, without registration if they are able to comply with the provisions of Rule 144 under the Securities Act, or if such securities are registered with the SEC pursuant to a registration statement or otherwise.

Persons or Entities who receive Plan Securities pursuant to the exemption from registration set forth in section 4(a)(2) of the Securities Act or Regulation D promulgated thereunder will hold "restricted

securities" as defined under Rule 144 under the Securities Act. Resales of such restricted securities would not be exempted by section 1145 of the Bankruptcy Code from registration under the Securities Act or other applicable law. Holders of restricted securities would, however, be permitted to resell Plan Securities without registration if they are able to comply with the applicable provisions of Rule 144 or Rule 144A under the Securities Act or any other applicable registration exemption under the Securities Act, or if such securities are registered with the SEC.

In the event that the Reorganized Debtors elect on or after the Effective Date to reflect any ownership of the Plan Securities through the facilities of DTC, the Reorganized Debtors need not provide any further evidence other than the Plan or the Confirmation Order with respect to the treatment of such securities under applicable securities laws. DTC shall accept and be entitled to conclusively rely upon the Plan or the Confirmation Order in lieu of a legal opinion regarding whether such securities are exempt from registration and/or eligible for DTC book-entry delivery, settlement, and depository services.

10. Release of Liens and Claims

To the fullest extent provided under section 1141(c) and other applicable provisions of the Bankruptcy Code, except as otherwise provided in the Plan (including, without limitation, Article V.D of the Plan) or in any contract, instrument, release or other agreement or document entered into or delivered in connection with the Plan, on the Effective Date and concurrently with the applicable distributions made pursuant to Article VII of the Plan, all Liens, Claims, mortgages, deeds of trust, or other security interests against the assets or property of the Debtors or the Estates will be fully released, canceled, terminated, extinguished and discharged, in each case 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. The filing of the Confirmation Order with any federal, state, or local agency or department will constitute good and sufficient evidence of, but will not be required to effect, the termination of such Liens, Claims and other interests to the extent provided in the immediately preceding sentence. Any Person or Entity holding such Liens, Claims or interests will, pursuant to section 1142 of the Bankruptcy Code, promptly execute and deliver to the Reorganized Debtors such instruments of termination, release, satisfaction and/or assignment (in recordable form) as may be reasonably requested by the Reorganized Debtors.

11. Organizational Documents of the Reorganized Debtors

The respective organizational documents of each of the Debtors will be amended and restated or replaced (as applicable) in form and substance satisfactory to the Debtors and the Required Consenting Noteholders and as necessary to satisfy the provisions of the Plan and the Bankruptcy Code. Such organizational documents will: (i) to the extent required by section 1123(a)(6) of the Bankruptcy Code, include a provision prohibiting the issuance of non-voting equity securities; (ii) authorize the issuance of New Equity Interests in an amount not less than the amount necessary to permit the distributions thereof required or contemplated by the Plan; (iii) to the extent necessary or appropriate, include restrictions on the transfer of New Equity Interests; and (iv) to the extent necessary or appropriate, include such provisions as may be needed to effectuate and consummate the Plan and the transactions contemplated therein. After the Effective Date, the Reorganized Debtors may, subject to the terms and conditions of the Restructuring Documents, amend and restate their respective organizational documents as permitted by applicable law.

12. Directors and Officers of the Reorganized Debtors

The New Board will be identified in the Plan Supplement. The initial new board of directors or other governing body of each Parent Subsidiary will consist of one or more of the directors or officers of Reorganized Parent.

Consistent with the requirements of section 1129(a)(5) of the Bankruptcy Code, the Debtors will disclose, at or prior to the Confirmation Hearing, the identity and affiliations of any Person proposed to serve on the initial board of directors or be an officer of each of the Reorganized Debtors, and, to the extent such Person is an insider other than by virtue of being a director or an officer, the nature of any compensation for such Person. Each such director and officer will serve from and after the Effective Date pursuant to applicable law and the terms of the Amended/New Organizational Documents and the other constituent and organizational documents of the applicable Reorganized Debtors. The existing boards of directors and other governing bodies of the Debtors will be deemed to have resigned on and as of the Effective Date, in each case 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.

13. Corporate Action

Each of the Debtors and the Reorganized Debtors may take any and all actions to execute, deliver, File or record such contracts, instruments, releases and other agreements or documents and take such actions as may be necessary or appropriate to effectuate and implement the provisions of the Plan, including, without limitation, the issuance and the distribution of the securities to be issued pursuant hereto, in each case in form and substance acceptable to the Required Consenting Noteholders, and without further notice to or order of the Bankruptcy Court, act or action under applicable law, regulation, order, or rule or any requirement of further action, vote or other approval or authorization by the security holders, officers or directors of the Debtors or the Reorganized Debtors or by any other Person or Entity (except for those expressly required pursuant hereto or by the Restructuring Documents).

Prior to, on or after the Effective Date (as appropriate), all matters provided for pursuant to the Plan that would otherwise require approval of the stockholders, directors, officers, managers, members or partners of the Debtors (as of prior to the Effective Date) will be deemed to have been so approved and will be in effect prior to, on or after the Effective Date (as appropriate) pursuant to applicable law and without any requirement of further action by the stockholders, directors, officers, managers, members or partners of the Debtors or the Reorganized Debtors, or the need for any approvals, authorizations, actions or consents of any Person or Entity.

As of the Effective Date, all matters provided for in the Plan involving the legal or corporate structure of the Debtors or the Reorganized Debtors (including, without limitation, the adoption of the Amended/New Organization Documents and similar constituent and organizational documents, and the selection of directors and officers for, each of the Reorganized Debtors), and any legal or corporate action required by the Debtors or the Reorganized Debtors in connection with the Plan, will be deemed to have occurred and will be in full force and effect in all respects, in each case without further notice to or order of the Bankruptcy Court, act or action under applicable law, regulation, order, or rule or any requirement of further action, vote or other approval or authorization by the stockholders, directors, officers, managers, members or partners of the Debtors or the Reorganized Debtors or by any other Person or Entity.

On and after the Effective Date, the appropriate officers of the Debtors and the Reorganized Debtors are authorized to issue, execute, deliver, consummate, and take all such actions as may be necessary or appropriate to effectuate and implement the transactions contemplated by, the contracts, agreements, documents, guarantees, pledges, consents, securities, certificates, resolutions and instruments contemplated by or described in the Plan in the name of and on behalf of the Debtors and the Reorganized Debtors, in each case in form and substance acceptable to the Required Consenting Noteholders, and without further notice to or order of the Bankruptcy Court, act or action under applicable law, regulation, order, or rule or any requirement of further action, vote or other approval or authorization by any Person or Entity. The

secretary and any assistant secretary of the Debtors and the Reorganized Debtors will be authorized to certify or attest to any of the foregoing actions.

14. Cancellation of Notes, Certificates and Instruments

On the Effective Date, except to the extent otherwise provided in the Plan and the Restructuring Documents, all notes, stock, indentures, instruments, certificates, agreements and other documents evidencing or relating to Claims or Equity Interests (other than Old Affiliate Interests) will be canceled, and the obligations of the Debtors thereunder or in any way related thereto will be fully released, terminated, extinguished and discharged, in each case without further notice to or order of the Bankruptcy Court, act or action under applicable law, regulation, order, or rule or any requirement of further action, vote or other approval or authorization by any Person or Entity; *provided* that the Prepetition Notes and the Prepetition Notes Indenture will continue in effect for the limited purpose of (i) allowing Holders of Claims thereunder to receive, and allowing and preserving the rights of the Prepetition Notes Indenture Trustee to make, distributions under the Plan and (ii) permitting the Prepetition Notes Indenture Trustee to exercise its Prepetition Notes Indenture Trustee Charging Lien against such distributions for payment of any unpaid portion of the Prepetition Notes Indenture Trustee Fees and Expenses. Except to the extent otherwise provided in the and the Restructuring Documents, upon completion of all such distributions, the Prepetition Notes Indenture and any and all notes, securities and instruments issued in connection therewith will terminate completely without further notice or action and be deemed surrendered.

15. Old Affiliate Interests

On the Effective Date, the Old Affiliate Interests will remain effective and outstanding, and will 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. Each Parent Subsidiary will continue to be governed by the terms and conditions of its applicable organizational documents as in effect immediately prior to the Effective Date, except as amended or modified by the Plan.

16. Sources of Cash for Plan Distributions

Except as otherwise provided in the Plan or the Confirmation Order, all Cash necessary for the Debtors or the Reorganized Debtors, as applicable, to make payments required pursuant to the Plan will be obtained from their respective Cash balances, including Cash from operations, the Exit Facility, and the Rights Offering. The Debtors and the Reorganized Debtors, as applicable, may also make such payments using Cash received from their subsidiaries through their respective consolidated cash management systems and the incurrence of intercompany transactions, but in all cases subject to the terms and conditions of the Restructuring Documents.

17. Continuing Effectiveness of Final Orders

Payment authorization granted to the Debtors under any prior Final Order entered by the Bankruptcy Court will continue in effect after the Effective Date. Accordingly, the Debtors or the Reorganized Debtors may pay or otherwise satisfy any Claim to the extent permitted by, and subject to, the applicable Final Order without regard to the treatment that would otherwise be applicable to such Claim under the Plan.

18. Funding and Use of Carve-Out Reserve

On the Effective Date, the Debtors will fund the Carve-Out Reserve in the amount equal to the Carve-Out Reserve Amount. The Carve-Out Reserve Amount will be determined by the Debtors, with the

consent of the Required Consenting Noteholders or as determined by order of the Bankruptcy Court, as necessary in order to be able to pay in full in Cash the obligations and liabilities for which the Carve-Out Reserve was established.

The Cash contained in the Carve-Out Reserve will be used solely to pay the Allowed Professional Fee Claims, with the Unused Carve-Out Reserve Amount (if any) being returned to the Reorganized Debtors. The Debtors and the Reorganized Debtors, as applicable, will maintain detailed records of all payments made from the Carve-Out Reserve, such that all payments and transactions will be adequately and promptly documented in, and readily ascertainable from, their respective books and records. After the Effective Date, neither the Debtors nor the Reorganized Debtors will deposit any other funds or property into the Carve-Out Reserve absent further order of the Bankruptcy Court, or otherwise commingle funds in the Carve-Out Reserve.

The Carve-Out Reserve will be maintained in trust for the Professionals and will not be considered property of the Debtors' Estates; *provided* that the Reorganized Debtors will have a reversionary interest in the Unused Carve-Out Reserve Amount. To the extent that funds held in the Carve-Out Reserve do not or are unable to satisfy the full amount of the Allowed Professional Fee Claims, such Professionals will have an Allowed Administrative Claim for any such deficiency, which will be satisfied in full in Cash in accordance with Article II.A of the Plan.

19. Put Option Notes

As consideration for the Debtors' right to call on the Backstop Parties' Backstop Commitments and consistent with the Backstop Order, on the Effective Date, the Reorganized Debtors will issue the Put Option Notes to the Backstop Parties under and as set forth in the Backstop Purchase Agreement.

20. Payment of Fees and Expenses of Certain Creditors

The Debtors will, on and after the Effective Date and to the extent invoiced, pay (i) the Prepetition Credit Agreement Agent and Lender Fees and Expenses, (ii) the Ad Hoc Noteholders Committee Fees and Expenses and (iii) the Backstop Expenses (in each case whether accrued prepetition or postpetition and to the extent not otherwise paid during the Chapter 11 Cases), without application by any such parties to the Bankruptcy Court, and without notice and a hearing pursuant to section 1129(a)(4) of the Bankruptcy Code or otherwise; *provided*, *however*, if the Debtors or Reorganized Debtors and any such Person or Entity cannot agree with respect to the reasonableness of the fees and expenses (incurred prior to the Effective Date) to be paid to such party, the reasonableness of any such fees and expenses will be determined by the Bankruptcy Court (with any undisputed amounts to be paid by the Debtors on or after the Effective Date (as applicable) and any disputed amounts to be escrowed by the Reorganized Debtors). Notwithstanding anything to the contrary in the Plan, the fees and expenses described in this paragraph will not be subject to the Administrative Claims Bar Date.

21. Payment of Fees and Expenses of Indenture Trustee

The Debtors will, on and after the Effective Date, and upon the presentment of invoices in customary form (which may be redacted to preserve any confidential or privileged information), pay the Prepetition Notes Indenture Trustee Fees and Expenses (in each case whether accrued prepetition or postpetition and to the extent not otherwise paid during the Chapter 11 Cases), without application by any party to the Bankruptcy Court, and without notice and a hearing pursuant to section 1129(a)(4) of the Bankruptcy Code or otherwise; *provided*, *however*, if the Debtors or Reorganized Debtors and the Prepetition Notes Indenture Trustee cannot agree with respect to the reasonableness of any Prepetition Notes Indenture Trustee Fees and Expenses (incurred prior to the Effective Date), the reasonableness of

any such Prepetition Notes Indenture Trustee Fees and Expenses will be determined by the Bankruptcy Court (with any undisputed amounts to be paid by the Debtors on or after the Effective Date (as applicable) and any disputed amounts to be escrowed by the Reorganized Debtors). Nothing in the Plan will be deemed to impair, waive, or discharge the Prepetition Notes Indenture Trustee Charging Lien for any amounts not paid pursuant to the Plan and otherwise claimed by the Prepetition Notes Indenture Trustee pursuant to and in accordance with the Prepetition Notes Indenture. From and after the Effective Date, the Reorganized Debtors will pay any Prepetition Notes Indenture Trustee Fees and Expenses in full in Cash without further court approval. Notwithstanding anything to the contrary in the Plan, the fees and expenses described in this paragraph will not be subject to the Administrative Claims Bar Date.

E. TREATMENT OF EXECUTORY CONTRACTS AND UNEXPIRED LEASES

1. Assumption of Executory Contracts and Unexpired Leases

On the Effective Date, with the consent of the Required Consenting Noteholders, all Executory Contracts and Unexpired Leases of the Debtors will be assumed by the Debtors in accordance with, and subject to, the provisions and requirements of sections 365 and 1123 of the Bankruptcy Code, except for those Executory Contracts and Unexpired Leases that:

(i) have been assumed or rejected by the Debtors by prior order of the Bankruptcy Court;

(ii) are the subject of a motion to reject filed by the Debtors that is pending on the Effective Date;

(iii) are identified in the Schedule of Rejected Executory Contracts and Unexpired Leases, which may be amended by the Debtors to add or remove Executory Contracts and Unexpired Leases by filing with the Bankruptcy Court an amended Schedule of Rejected Executory Contracts and Unexpired Leases and serving it on the affected non-Debtor contract parties prior to the Effective Date; or

(iv) are rejected by the Debtors or terminated pursuant to the terms of the Plan.

Without amending or altering any prior order of the Bankruptcy Court approving the assumption or rejection of any Executory Contract or Unexpired Lease, entry of the Confirmation Order by the Bankruptcy Court will constitute approval of such assumptions pursuant to sections 365(a) and 1123 of the Bankruptcy Code.

To the extent any provision in any Executory Contract or Unexpired Lease assumed or assumed and assigned (as applicable) pursuant to the Plan or any prior order of the Bankruptcy Court (including, without limitation, any "change in control" provision, "change of control" provision, or provision with words of similar import) prohibits, restricts or conditions, or purports to prohibit, restrict or condition, or is modified, breached or terminated, or deemed modified, breached or terminated by, (i) the commencement of these Chapter 11 Cases or the insolvency or financial condition of any Debtor at any time before the closing of its respective Chapter 11 Case, (ii) any Debtor's or any Reorganized Debtor's assumption or assumption and assignment (as applicable) of such Executory Contract or Unexpired Lease or (iii) the Confirmation or Consummation of the Plan, then such provision will be deemed modified such that the transactions contemplated by the Plan will not entitle the non-debtor party thereto to modify or terminate such Executory Contract or Unexpired Lease or to exercise any other default-related rights or remedies with respect thereto, and any required consent under any such contract or lease will be deemed satisfied by the Confirmation of the Plan.

Each Executory Contract and Unexpired Lease assumed and/or assigned pursuant to the Plan will revest in and be fully enforceable by the applicable Reorganized Debtor or the applicable assignee in accordance with its terms and conditions, except as modified by the provisions of the Plan, any order of the Bankruptcy Court approving its assumption and/or assignment, or applicable law.

The inclusion or exclusion of a contract or lease on any schedule or exhibit will not constitute an admission by any Debtor that such contract or lease is an Executory Contract or Unexpired Lease or that any Debtor has any liability thereunder.

2. Cure of Defaults; Assignment of Executory Contracts and Unexpired Leases

Any defaults under each Executory Contract and Unexpired Lease to be assumed, or assumed and assigned, pursuant to the Plan will be satisfied, pursuant to and to the extent required by section 365(b)(1) of the Bankruptcy Code, by payment of the applicable default amount in Cash on or in connection with the Effective Date or on such other terms as the Bankruptcy Court may order or the parties to such Executory Contracts or Unexpired Leases may otherwise agree in writing (the "Cure Claim Amount").

In the event of an assumption, or an assumption and assignment, of an Executory Contract or Unexpired Lease under the Plan, at least fourteen (14) days prior to the Plan Objection Deadline, the Debtors will File and serve upon counterparties to such Executory Contracts and Unexpired Leases, a notice of the proposed assumption, or proposed assumption and assignment, which will: (a) list the applicable Cure Claim Amount, if any; (b) if applicable, identify the party to which the Executory Contract or Unexpired Lease will be assigned; (c) describe the procedures for filing objections thereto; and (d) explain the process by which related disputes will be resolved by the Bankruptcy Court.

Any objection by a counterparty to an Executory Contract or Unexpired Lease to a proposed assumption, or proposed assumption and assignment under the Plan, or any related cure amount, must be Filed, served and actually received by the Debtors prior to the Plan Objection Deadline (notwithstanding anything in the Schedules or a Proof of Claim to the contrary). Any counterparty to an Executory Contract or Unexpired Lease that fails to object timely to the proposed assumption, or proposed assumption and assignment, or cure amount will be deemed to have consented to such matters and will be deemed to have forever released and waived any objection to such proposed assumption, proposed assumption and assignment, and cure amount. The Confirmation Order will constitute an order of the Bankruptcy Court approving each proposed assumption, or proposed assumption and assignment, of Executory Contracts and Unexpired Leases pursuant to sections 365 and 1123 of the Bankruptcy Code as of the Effective Date.

In 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" (within the meaning of section 365 of the Bankruptcy Code) 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 will be made following the entry of a Final Order resolving the dispute and approving such assumption, or assumption and assignment. If such objection is sustained by Final Order of the Bankruptcy Court, the Debtors or the Reorganized Debtors, as applicable, may elect to reject such Executory Contract or Unexpired Lease in lieu of assuming or assigning it. The Debtors or the Reorganized Debtors, as applicable, will be authorized to effect such rejection by filing a written notice of rejection with the Bankruptcy Court and serving such notice on the applicable counterparty within ten (10) days of the entry of such Final Order.

Subject to any cure claims Filed with respect thereto, assumption or assumption and assignment of any Executory Contract or Unexpired Lease pursuant to the Plan will result in the full release and satisfaction of any Claims or defaults, whether monetary or nonmonetary, including defaults of provisions

restricting the change in control or ownership interest composition or other bankruptcy-related defaults, arising under any assumed Executory Contract or Unexpired Lease at any time prior to the effective date of assumption or assumption and assignment, in each case as provided in section 365 of the Bankruptcy Code. Any Proofs of Claim filed with respect to an Executory Contract or Unexpired Lease that has been assumed or assumed and assigned by Final Order will be deemed disallowed and expunged (subject to any cure claims Filed with respect thereto), without further notice to or action, order, or approval of the Bankruptcy Court.

With respect to any Executory Contract or Unexpired Lease assumed and assigned pursuant to the Plan, upon and as of the Effective Date, the applicable assignee will be deemed to be substituted as a party thereto for the applicable Debtor party to such assigned Executory Contract or Unexpired Lease and, accordingly, the Debtors and the Reorganized Debtors will be relieved, pursuant to and to the extent set forth in section 365(k) of the Bankruptcy Code, from any further liability under such assigned Executory Contract or Unexpired Lease.

3. Rejection of Executory Contracts and Unexpired Leases

The Debtors reserve the right, and subject to the consent of the Required Consenting Noteholders, at any time prior to the Effective Date, except as otherwise specifically provided in the Plan, to seek to reject any Executory Contract or Unexpired Lease and to file a motion requesting authorization for the rejection of any such contract or lease. All Executory Contracts and Unexpired Leases listed on the Schedule of Rejected Executory Contracts and Unexpired Leases will be deemed rejected as of the Effective Date. The Confirmation Order will constitute an order of the Bankruptcy Court approving the rejections described in Article VI of the Plan pursuant to sections 365 and 1123 of the Bankruptcy Code as of the Effective Date. Rejection of any Executory Contract or Unexpired Lease pursuant to the Plan or otherwise will not constitute a termination of any preexisting obligations owed to the Debtors or the Reorganized Debtors, as applicable, under such Executory Contracts or Unexpired Leases.

4. Claims on Account of the Rejection of Executory Contracts or Unexpired Leases

All Proofs of Claim with respect to Claims arising from the rejection of Executory Contracts or Unexpired Leases, pursuant to the Plan or the Confirmation Order, if any, must be filed with the Bankruptcy Court within thirty (30) days after service of an order of the Bankruptcy Court (including the Confirmation Order) approving such rejection.

Any Person or Entity that is required to file a Proof of Claim arising from the rejection of an Executory Contract or an Unexpired Lease that fails to timely do so will be forever barred, estopped and enjoined from asserting such Claim, and such Claim will not be enforceable, against the Debtors, the Reorganized Debtors or the Estates, and the Debtors, the Reorganized Debtors and their Estates and their respective assets and property will be forever discharged from any and all indebtedness and liability with respect to such Claim unless otherwise ordered by the Bankruptcy Court or as otherwise provided in the Plan. All such Claims will, as of the Effective Date, be subject to the permanent injunction set forth in Article X.G of the Plan.

5. D&O Liability Insurance Policies

On the Effective Date, each D&O Liability Insurance Policy will be deemed and treated as an Executory Contract that is and will be assumed by the Debtors (and assigned to the applicable Reorganized Debtors, if necessary) pursuant to section 365(a) and section 1123 of the Bankruptcy Code as to which no Proof of Claim, request for administrative expense, or cure claim need be Filed, and all Claims arising from the D&O Liability Insurance Policies will survive the Effective Date and be Unimpaired. Unless previously

effectuated by separate order entered by the Bankruptcy Court, entry of the Confirmation Order will constitute the Bankruptcy Court's approval of the Debtors' assumption of each of the D&O Liability Insurance Policies.

In furtherance of the foregoing, the Reorganized Debtors will maintain and continue in full force and effect such D&O Liability Insurance Policies for the benefit of the insured Persons at levels (including with respect to coverage and amount) no less favorable than those existing as of the date of entry of the Confirmation Order for a period of no less than six (6) years following the Effective Date; *provided*, *however*, that, after assumption of the D&O Liability Insurance Policies, nothing in the Plan otherwise alters the terms and conditions of the D&O Liability Insurance Policies. Confirmation and Consummation of the Plan will not impair or otherwise modify any available defenses of the Reorganized Debtors under the D&O Liability Insurance Policies. For the avoidance of doubt, the D&O Liability Insurance Policies will continue to apply with respect to actions, or failures to act, that occurred on or prior to the Effective Date, subject to the terms and conditions of the D&O Liability Insurance Policies.

The Debtors are further authorized to take such actions, and to execute and deliver such documents, as may be reasonably necessary or appropriate to implement, maintain, cause the binding of, satisfy any terms or conditions of, or otherwise secure for the insureds the benefits of the D&O Tail Policy, without further notice to or order of the Bankruptcy Court or approval or consent of any Person or Entity.

6. Indemnification Provisions

On the Effective Date, and, if applicable, subject to the assumption or assumption and assignment of the Specified Employee Plans in accordance Article VI.G of the Plan, all Indemnification Provisions will be deemed and treated as Executory Contracts that are and will be assumed by the Debtors (and assigned to the applicable Reorganized Debtors, if necessary) pursuant to section 365(a) and section 1123 of the Bankruptcy Code as to which no Proof of Claim, request for administrative expense, or cure claim need be Filed, and all Claims arising from the Indemnification Provisions will survive the Effective Date and be Unimpaired; *provided*, that the Reorganized Debtors will not be deemed to have assumed under the Plan, and will have no obligation whatsoever with respect to, any obligations under any Indemnification Provision related to any Designated Person (the "**Designated Person Indemnity Carve-Out**"). Unless previously effectuated by separate order entered by the Bankruptcy Court, entry of the Confirmation Order will constitute the Bankruptcy Court's approval of the Debtors' assumption of each of the Indemnification Provisions, except with respect to the Designated Person Indemnity Carve-Out. Confirmation and Consummation of the Plan will not impair or otherwise modify any available defenses of the Reorganized Debtors or other applicable parties under the Indemnification Provisions. For the avoidance of doubt, the Indemnification Provisions will continue to apply with respect to actions, or failures to act, that occurred on or prior to the Effective Date, subject to the terms and conditions of the Indemnification Provisions, and the Designated Person Indemnity Carve-Out.

7. Employee Compensation and Benefit Programs

On the Effective Date, all employment agreements and severance policies, including all employment, compensation, and benefit plans, policies, and programs of the Debtors applicable to any of their respective employees or retirees, and any of the employees or retirees of their respective subsidiaries, including, without limitation, all workers' compensation programs, savings plans, retirement plans, healthcare plans, disability plans, life, and accidental death and dismemberment insurance plans, health and welfare plans, and 401(k) plans (in each case, as applicable) (collectively, the "**Specified Employee Plans**") will be deemed and treated as Executory Contracts that are and will be assumed by the Debtors (and assigned to the applicable Reorganized Debtors, if necessary) pursuant to section 365(a) and section 1123 of the Bankruptcy Code as to which no Proof of Claim, request for administrative expense, or cure

claim need be Filed. All Claims arising from the Specified Employee Plans will survive the Effective Date and be Unimpaired; *provided* that, in each case, with respect to any provision of a Specified Employee Plan that relates to a "change in control", "change of control" or words of similar import, that the Debtors, and, if applicable, the individual participants in the applicable Specified Employee Plan, agree that Confirmation and Consummation of the Plan and the related transactions hereunder do not constitute such an event for purposes of such Specified Employee Plan. Unless previously effectuated by separate order entered by the Bankruptcy Court, entry of the Confirmation Order will constitute the Bankruptcy Court's approval of the Debtors' assumption of each of the Specified Employee Plans; *provided further* that any employment agreements or offer letters relating to senior management personnel and officers of the Debtors will not be assumed under the Plan without the advanced written consent of the Required Backstop Parties. Confirmation and Consummation of the Plan will not impair or otherwise modify any available defenses of the Reorganized Debtors or other applicable parties under the Specified Employee Plans.

8. Insurance Contracts

On the Effective Date, and without limiting the terms or provisions of Paragraph E of Article VI of the Plan, each Insurance Contract will be deemed and treated as an Executory Contract that is and will be assumed by the Debtors pursuant to section 365(a) and section 1123 of the Bankruptcy Code as to which no Proof of Claim, request for administrative expense, or cure claim need be Filed. Unless previously effectuated by separate order entered by the Bankruptcy Court, entry of the Confirmation Order will constitute the Bankruptcy Court's approval of the Debtors' assumption of each of the Insurance Contracts. Confirmation and Consummation of the Plan will not impair or otherwise modify any available defenses of the Reorganized Debtors under the Insurance Contracts.

9. Extension of Time to Assume or Reject

Notwithstanding anything to the contrary set forth in Article VI of the Plan, in the event of a dispute as to whether a contract is executory or a lease is unexpired, the right of the Reorganized Debtors to move to assume or reject such contract or lease will be extended until the date that is ten (10) days after entry of a Final Order by the Bankruptcy Court determining that the contract is executory or the lease is unexpired. The deemed assumption provided for in Article VI.A of the Plan will not apply to any such contract or lease, and any such contract or lease will be assumed or rejected only upon motion of the Reorganized Debtors following the Bankruptcy Court's determination that the contract is executory or the lease is unexpired.

10. Modifications, Amendments, Supplements, Restatements, or Other Agreements

Unless otherwise provided in the Plan, each Executory Contract or Unexpired Lease that is assumed by the Debtors or the Reorganized Debtors will include all modifications, amendments, supplements, restatements, or other agreements that in any manner affect such Executory Contract or Unexpired Lease, and all rights related thereto, if any, including all easements, licenses, permits, rights, privileges, immunities, options, rights of first refusal, and any other interests, unless any of the foregoing has been previously rejected or repudiated or is rejected or repudiated hereunder. Modifications, amendments, supplements, and restatements to prepetition Executory Contracts and Unexpired Leases that have been executed by the Debtors during the Chapter 11 Cases will not be deemed to alter the prepetition nature of the Executory Contract or Unexpired Lease, or the validity, priority, or amount of any Claims that may arise in connection therewith.

F. PROVISIONS GOVERNING DISTRIBUTIONS

1. Distributions for Claims Allowed as of the Effective Date

Except as otherwise provided in the "Treatment" sections in Article III of the Plan or as ordered by the Bankruptcy Court, initial distributions to be made on account of Claims that are Allowed Claims as of the Effective Date will be made on the Initial Distribution Date or as soon thereafter as is practicable. Any payment or distribution required to be made under the Plan on a day other than a Business Day will be made on the next succeeding Business Day. Distributions on account of Disputed Claims that first become Allowed Claims after the Effective Date will be made pursuant to Article VIII of the Plan.

2. No Postpetition Interest on Claims

Unless otherwise specifically provided for in the Plan, the Confirmation Order or Final Order of the Bankruptcy Court, or required by applicable bankruptcy law (including, without limitation, as required pursuant to section 506(b) or section 511 of the Bankruptcy Code), postpetition interest will not accrue or be paid on any Claims and no Holder of a Claim will be entitled to interest accruing on or after the Petition Date on any Claim.

3. Distributions by Reorganized Debtors or Other Applicable Distribution Agent

Other than as specifically set forth below, the Reorganized Debtors or other applicable Distribution Agent will make all distributions required to be distributed under the Plan. Distributions on account of the Allowed DIP Facility Claims and the Allowed Prepetition Notes Claims will be made to the DIP Facility Agents and the Prepetition Notes Indenture Trustee, respectively, and such agent and trustee will be, and will act as, the Distribution Agent with respect to its respective Class of Claims in accordance with the terms and conditions of the Plan. All such distributions will be deemed completed when made by the Reorganized Debtors to the applicable Distribution Agent. The Reorganized Debtors may employ or contract with other entities to assist in or make the distributions required by the Plan and may pay the reasonable fees and expenses of such entities and the Distribution Agents in the ordinary course of business. No Distribution Agent will be required to give any bond or surety or other security for the performance of its duties unless otherwise ordered by the Bankruptcy Court.

The distributions of New Equity Interests to be made under the Plan to Holders of Allowed Prepetition Notes Claims will be made to the Prepetition Notes Indenture Trustee, which, subject to the right of the Prepetition Notes Indenture Trustee to assert its Prepetition Notes Indenture Trustee Charging Lien against such distributions, will transmit such distributions to Holders of Allowed Prepetition Notes Claims in accordance with the Prepetition Notes Indenture. Notwithstanding anything to the contrary in the Plan, the Prepetition Notes Indenture Trustee may transfer or direct the transfer of such distributions through the facilities of DTC and, in such event, will be entitled to recognize and transact with for all purposes under the Plan with Holders of Allowed Prepetition Notes Claims to the extent consistent with the customary practices of DTC. The Debtors or Reorganized Debtors (as applicable) will use their best efforts to make the New Equity Interests to be distributed to Holders of Allowed Prepetition Notes Claims eligible for distribution through the facilities of DTC. The distributions of Subscription Rights under the Plan to Holders of Allowed Prepetition Notes Claims and Eligible General Unsecured Claims will be made by the Voting and Claims Agent as provided in the Rights Offering Procedures.

4. Delivery and Distributions; Undeliverable or Unclaimed Distributions

(a) Record Date for Distributions

On the Distribution Record Date, the Claims Register will be closed. Accordingly, the Debtors, the Reorganized Debtors or other applicable Distribution Agent will have no obligation to recognize the assignment, transfer or other disposition of, or the sale of any participation in, any Allowed Claim (other than Prepetition Debt Claims) that occurs after the close of business on the Distribution Record Date, and will be entitled for all purposes in the Plan to recognize and distribute securities, property, notices and other documents only to those Holders of Allowed Claims (other than Prepetition Debt Claims) who are Holders of such Claims, or participants therein, as of the close of business on the Distribution Record Date. The Reorganized Debtors or other applicable Distribution Agent will be entitled to recognize and deal for all purposes under the Plan with only those record holders stated on the Claims Register, or their books and records, as of the close of business on the Distribution Record Date; *provided*, however, that the Distribution Record Date will not apply to the Prepetition Debt Claims and DIP Facility Claims.

(b) Delivery of Distributions in General

Except as otherwise provided in the Plan, the Debtors, the Reorganized Debtors or other applicable Distribution Agent, as applicable, will make distributions to Holders of Allowed Claims, or in care of their authorized agents, as appropriate, at the address for each such Holder or agent as indicated on the Debtors' or other applicable Distribution Agent's books and records as of the date of any such distribution; *provided*, *however*, that the manner of such distributions will be determined in the discretion of the applicable Distribution Agent (subject to the terms and conditions of the relevant Prepetition Debt Documents, if applicable); *provided further,* that the address for each Holder of an Allowed Claim will be deemed to be the address set forth in the latest Proof of Claim Filed by such Holder pursuant to Bankruptcy Rule 3001 as of the Distribution Record Date.

(c) Minimum Distributions

Notwithstanding anything in the Plan to the contrary, no Distribution Agent will be required to make distributions or payments of less than $50.00 (whether in Cash or otherwise) or to make partial distributions or payments of fractions of dollars or New Equity Interests, in each case with respect to Impaired Claims. With respect to Impaired Claims, whenever any payment or distribution of a fraction of a dollar or share of New Equity Interest under the Plan would otherwise be called for, the actual payment or distribution will reflect a rounding of such fraction to the nearest whole dollar or share of New Equity Interest (up or down), with half dollars and half shares of New Equity Interest or more being rounded up to the next higher whole number and with less than half dollars and half shares of New Equity Interest being rounded down to the next lower whole number (and no Cash will be distributed in lieu of such fractional New Equity Interest).

No Distribution Agent will have any obligation to make a distribution on account of an Allowed Claim that is Impaired under the Plan if: (a) the aggregate amount of all distributions authorized to be made on the Subsequent Distribution Date in question is or has an economic value less than $25,000, unless such distribution is a final distribution; or (b) the amount to be distributed to the specific Holder of an Allowed Claim on such Subsequent Distribution Date does not constitute a final distribution to such Holder and is or has an economic value less than $50.00, which will be treated as an undeliverable distribution under Article VII.D.4 of the Plan.

(d) Undeliverable Distributions

Holding of Certain Undeliverable Distributions. If the distribution to any Holder of an Allowed Claim is returned to the Distribution Agent as undeliverable or is otherwise unclaimed, no further distributions will be made to such Holder unless and until the Distribution Agent is notified in writing of such Holder's then current address, at which time all currently due but missed distributions will be made to such Holder on the next Subsequent Distribution Date (or such earlier date as determined by the applicable Distribution Agent). Undeliverable distributions will remain in the possession of the Reorganized Debtors or in the applicable reserve, subject to Article VII.D.4.(b) of the Plan, until such time as any such distributions become deliverable. Undeliverable distributions will not be entitled to any additional interest, dividends or other accruals of any kind on account of their distribution being undeliverable.

Failure to Claim Undeliverable Distributions. Any Holder of an Allowed Claim (or any successor or assignee or other Person or Entity claiming by, through, or on behalf of, such Holder) that does not assert a right pursuant to the Plan for an undeliverable or unclaimed distribution within one (1) year after the later of the Effective Date or the date such distribution is due will be deemed to have forfeited its rights for such undeliverable or unclaimed distribution and will be forever barred and enjoined from asserting any such rights for an undeliverable or unclaimed distribution against the Debtors or their Estates, the Reorganized Debtors or their respective assets or property, or any Distribution Agent. In such case, (i) for Claims other than Classes 4 and 5, any Cash, Plan Securities, or other property reserved for distribution on account of such Claim will become the property of the Estates free and clear of any Claims of such Holder with respect thereto and notwithstanding any federal or state escheat laws to the contrary, and (ii) for Claims in Classes 4 and 5, any Plan Securities and Documents, and/or other property, as applicable, held for distribution on account of such Claim will be allocated Pro Rata by the applicable Distribution Agent for distribution among the other Holders of Claims in such Class. Nothing contained in the Plan will require the Debtors, the Reorganized Debtors, or any Distribution Agent to attempt to locate any Holder of an Allowed Claim.

Failure to Present Checks. Checks issued by the Distribution Agent on account of Allowed Claims will be null and void if not negotiated within 180 days after the issuance of such check. In an effort to ensure that all Holders of Allowed Claims receive their allocated distributions, no later than 90 days after the issuance of such checks, the Reorganized Debtors will File with the Bankruptcy Court a list of the Holders of any un-negotiated checks. This list will be maintained and updated periodically in the sole discretion of the Reorganized Debtors for as long as the Chapter 11 Cases stay open. Requests for reissuance of any check will be made directly to the Distribution Agent by the Holder of the relevant Allowed Claim with respect to which such check originally was issued. Any Holder of an Allowed Claim holding an un-negotiated check that does not request reissuance of such un-negotiated check within 365 days after the date of mailing or other delivery of such check will have its Claim for such un-negotiated check discharged and be forever barred, estopped and enjoined from asserting any such Claim against the Debtors or their Estates, the Reorganized Debtors or their respective assets or property. In such case, any Cash held for payment on account of such Claims will be distributed to the applicable Distribution Agent for distribution or allocation in accordance with the Plan, free and clear of any Claims of such Holder with respect thereto and notwithstanding any federal or state escheat laws to the contrary.

5. Compliance with Tax Requirements

In connection with the Plan and all distributions thereunder, the Reorganized Debtors or other applicable Distribution Agent will comply with all applicable withholding and reporting requirements imposed by any federal, state, local, or foreign taxing authority, and all distributions hereunder will be subject to any such applicable withholding and reporting requirements. The Reorganized Debtors or other applicable Distribution Agent will be authorized to take any and all actions that may be necessary or appropriate to comply with such applicable withholding and reporting requirements. All Persons holding

Claims will be required to provide any information necessary to effect information reporting and the withholding of such taxes. Notwithstanding any other provision of the Plan to the contrary, each Holder of an Allowed Claim will have the sole and exclusive responsibility for the satisfaction and payment of any tax obligations imposed by any Governmental Unit, including income, withholding, and other tax obligations, on account of such distribution.

6. Allocation of Plan Distributions Between Principal and Interest

To the extent that any Allowed Claim entitled to a distribution under the Plan is comprised of indebtedness and accrued but unpaid interest thereon, such distribution will, to the extent permitted by applicable law, be allocated for income tax purposes to the principal amount of the Claim first and then, to the extent that the consideration exceeds the principal amount of the Claim, to the portion of such Claim representing accrued but unpaid interest.

7. Means of Cash Payment

Payments of Cash made pursuant to the Plan will be in U.S. dollars and will be made, at the option of the Debtors or the Reorganized Debtors (as applicable), by checks drawn on, or wire transfer from, a domestic bank selected by the Debtors or the Reorganized Debtors. Cash payments to foreign creditors may be made, at the option of the Debtors or the Reorganized Debtors, in such funds and by such means as are necessary or customary in a particular foreign jurisdiction.

8. Timing and Calculation of Amounts to Be Distributed

Except as otherwise provided in the "Treatment" sections in Article III of the Plan or as ordered by the Bankruptcy Court, on the Initial Distribution Date (or if a Claim is not an Allowed Claim on the Effective Date, on the Subsequent Distribution Date occurring after such Claim becomes an Allowed Claim, or as soon as reasonably practicable thereafter), each Holder of an Allowed Claim will receive the full amount of the distributions that the Plan provides for Allowed Claims in the applicable Class. If and to the extent that there are Disputed Claims, distributions on account of any such Disputed Claims will be made pursuant to the provisions set forth in the applicable class treatment or in Article VIII of the Plan. Except as otherwise provided in the Plan, Holders of Claims will not be entitled to interest, dividends or accruals on the distributions provided for in the Plan, regardless of whether such distributions are delivered on or at any time after the Effective Date.

9. Setoffs

Without altering or limiting any of the rights and remedies of the Debtors and the Reorganized Debtors under section 502(d) of the Bankruptcy Code, all of which rights and remedies are hereby reserved, the Debtors and the Reorganized Debtors may, but will not be required to, withhold (but not setoff except as set forth below) from the distributions called for hereunder on account of any Allowed Claim an amount equal to any claims, Causes of Action and Retained Causes of Action of any nature that the Debtors or the Reorganized Debtors may hold against the Holder of any such Allowed Claim; *provided* that, at least ten (10) days prior to effectuating such withholding, the Debtors or the Reorganized Debtors, as applicable, will provide written notice thereof to the applicable Holder of such Claim, and all objections and defenses of such Holder to such withholding are preserved. In the event that any such claims, Causes of Action or Retained Causes of Action are adjudicated by Final Order or otherwise resolved against the applicable Holder, the Debtors and the Reorganized Debtors may, pursuant to sections 553 or 558 of the Bankruptcy Code or applicable non-bankruptcy law, set off against any Allowed Claim and the distributions to be made pursuant hereto on account of such Allowed Claim (before any distribution is made on account of such Allowed Claim), the amount of such adjudicated or resolved claims, Causes of Action or Retained Causes

of Action. Neither the failure to effect such a setoff nor the allowance of any Claim hereunder will constitute a waiver or release by the Debtors or the Reorganized Debtors of any such claims, Causes of Action or Retained Causes of Action, all of which are reserved unless expressly released or compromised pursuant to the Plan or the Confirmation Order.

G. PROCEDURES FOR RESOLVING CONTINGENT, UNLIQUIDATED AND DISPUTED CLAIMS

1. Resolution of Disputed Claims

(a) Allowance of Claims

After the Effective Date, and except as otherwise provided in the Plan, the Reorganized Debtors will have and will retain any and all available rights and defenses that the Debtors had with respect to any Claim, including, without limitation, the right to assert any objection to Claims based on the limitations imposed by section 502 of the Bankruptcy Code. The Debtors and the Reorganized Debtors may contest the amount and validity of any Disputed Claim or contingent or unliquidated Claim in the ordinary course of business in the manner and venue in which such Claim would have been determined, resolved or adjudicated if the Chapter 11 Cases had not been commenced.

(b) Prosecution of Objections to Claims

After the Confirmation Date but before the Effective Date, the Debtors, and after the Effective Date, the Reorganized Debtors will have the authority to File objections to Claims (other than Claims that are Allowed under the Plan) and settle, compromise, withdraw or litigate to judgment objections to any and all such Claims, regardless of whether such Claims are in an Unimpaired Class or otherwise; *provided, however*, this provision will not apply to Professional Fee Claims, which may be objected to by any party-in-interest in these Chapter 11 Cases. From and after the Effective Date, the Reorganized Debtors may settle or compromise any Disputed Claim without any further notice to or action, order or approval of the Bankruptcy Court. The Reorganized Debtors will have the sole authority to administer and adjust the Claims Register and their respective books and records to reflect any such settlements or compromises without any further notice to or action, order or approval of the Bankruptcy Court.

(c) Claims Estimation

After the Confirmation Date but before the Effective Date, the Debtors, and after the Effective Date, the Reorganized Debtors may at any time request that the Bankruptcy Court estimate any Disputed Claim or contingent or unliquidated Claim pursuant to applicable law, including, without limitation, section 502(c) of the Bankruptcy Code, and the Bankruptcy Court will retain jurisdiction under 28 U.S.C. §§ 157 and 1334 to estimate any such Claim, whether for allowance or to determine the maximum amount of such Claim, including during the litigation concerning any objection to any Claim or during the pendency of any appeal relating to any such objection. All of the aforementioned Claims objection, estimation and resolution procedures are cumulative and not exclusive of one another. Claims may be estimated and subsequently compromised, settled, withdrawn or resolved by any mechanism approved by the Bankruptcy Court. The rights and objections of all parties are reserved in connection with any such estimation. Notwithstanding any provision otherwise in the Plan, a Claim that has been expunged from the Claims Register, but that either is subject to appeal or has not been the subject of a Final Order, will be deemed to be estimated at zero dollars, unless otherwise ordered by the Bankruptcy Court. In the event that the Bankruptcy Court estimates any contingent or unliquidated Claim, that estimated amount will constitute a maximum limitation on such Claim for all purposes under the Plan (including for purposes of distributions), and the relevant

Reorganized Debtor may elect to pursue any supplemental proceedings to object to any ultimate distribution on such Claim.

(d) Deadline to File Objections to Claims

Any objections to Claims will be Filed by no later than the Claims Objection Deadline; *provided* that nothing contained in the Plan will limit the Reorganized Debtors' right to object to Claims, if any, Filed or amended after the Claims Objection Deadline. Moreover, notwithstanding the expiration of the Claims Objection Deadline, the Debtors or the Reorganized Debtors will continue to have the right to amend any claims objections and to file and prosecute supplemental objections and counterclaims to a Disputed Claim until such Disputed Claim is Allowed. Moreover, notwithstanding the expiration of the Claims Objection Deadline, the Reorganized Debtors will continue to have the right to amend any claims or other objections and to File and prosecute supplemental objections and counterclaims to a Disputed Claim until such Disputed Claim is or becomes Allowed by Final Order of the Bankruptcy Court.

2. No Distributions Pending Allowance

Notwithstanding any other provision of the Plan to the contrary, no payments or distributions of any kind or nature will be made with respect to all or any portion of a Disputed Claim unless and until all objections to such Disputed Claim have been settled or withdrawn or have been determined by Final Order, and the Disputed Claim has become an Allowed Claim pursuant to a Final Order.

3. Distributions on Account of Disputed Claims Once They Are Allowed and Additional Distributions on Account of Previously Allowed Claims

On each Subsequent Distribution Date (or such earlier date as determined by the Reorganized Debtors in their sole discretion), the Reorganized Debtors or other applicable Distribution Agent will make distributions (a) on account of any Disputed Claim that has become an Allowed Claim during the preceding calendar quarter, and (b) on account of previously Allowed Claims of property that would have been distributed to the Holders of such Claims on the dates distributions previously were made to Holders of Allowed Claims in such Class had the Disputed Claims that have become Allowed Claims or Disallowed Claims by Final Order of the Bankruptcy Court been Allowed or disallowed, as applicable, on such dates. Such distributions will be made pursuant to the applicable provisions of Article VII of the Plan. For the avoidance of doubt, but without limiting the terms or conditions of Article VII.B or Article VIII.B of the Plan, any dividends or other distributions arising from property distributed to holders of Allowed Claims in a Class and paid to such Holders under the Plan will also be paid, in the applicable amounts, to any Holder of a Disputed Claim in such Class that becomes an Allowed Claim after the date or dates that such dividends or other distributions were earlier paid to holders of Allowed Claims in such Class.

4. Reserve for Disputed Claims

The Debtors, the Reorganized Debtors, and the Distribution Agent may, in their respective sole discretion, establish such appropriate reserves for Disputed Claims in the applicable Class(es) as it determines necessary and appropriate, in each case with the consent of the Required Consenting Noteholders or as otherwise approved by the Bankruptcy Court. Without limiting the foregoing, reserves (if any) for Disputed Claims will equal, as applicable, an amount equal to 100% of distributions or property to which Holders of Disputed Claims in each applicable Class would otherwise be entitled to receive under the Plan as of such date if such Disputed Claims were Allowed Claims in their respective Face Amount (or based on the Debtors' books and records if the applicable Holder has not yet Filed a Proof of Claim and the Claims Bar Date has not yet expired); *provided*, *however*, that the Debtors and the Reorganized Debtors, as applicable, will have the right to file a motion seeking to estimate any Disputed Claims.

On the Effective Date, the Reorganized Debtors will make a distribution of the New Equity Interests to the Holders of Allowed Prepetition Notes Claims consistent with Article III.B of the Plan; *provided*, that the Reorganized Debtors will reserve the amount of New Equity Interests necessary to make distributions to all Holders of General Unsecured Claims in the Face Amount of such Holders' General Unsecured Claims as if all such General Unsecured Claims were determined to be Allowed Claims (the "**Reserved New Equity Interests**"). The Reserved New Equity Interests will be distributed to Holders of General Unsecured Claims, as such Claims become Allowed, in accordance with the terms of the Plan.

H. CONDITIONS PRECEDENT TO CONFIRMATION AND CONSUMMATION OF THE PLAN

1. Conditions Precedent to Confirmation

It will be a condition to Confirmation of the Plan that the following conditions will have been satisfied or waived pursuant to the provisions of Article IX.C of the Plan:

- The Plan and the Restructuring Documents will be in form and substance consistent in all material respects with the Restructuring Support Agreement and otherwise acceptable to the Debtors and the Required Consenting Noteholders;

- The Disclosure Statement Order and the Backstop Order will have been entered by the Bankruptcy Court and such orders will have become a Final Order that has not been stayed, modified, or vacated on appeal; and

- The Confirmation Order will have been entered by the Bankruptcy Court.

2. Conditions Precedent to Consummation

It will be a condition to Consummation of the Plan that the following conditions will have been satisfied or waived pursuant to the provisions of Article IX.C of the Plan:

- The Confirmation Order will have become a Final Order and such order will not have been amended, modified, vacated, stayed, or reversed;

- The Confirmation Date will have occurred;

- The Bankruptcy Court will have entered one or more Final Orders (which may include the Confirmation Order), in form and substance acceptable to the Debtors and the Required Consenting Noteholders, authorizing the assumption, assumption and assignment, and rejection of the Executory Contracts and Unexpired Leases by the Debtors as contemplated in the Plan and the Plan Supplement;

- The Plan and the Restructuring Documents will not have been amended or modified other than in a manner in form and substance consistent in all material respects with the Restructuring Term Sheet and otherwise acceptable to the Debtors and the Required Consenting Noteholders;

- The Restructuring Documents will have been filed, tendered for delivery, and been effectuated or executed by all Entities party thereto (as appropriate), and in each case in full force and effect. All conditions precedent to the effectiveness of such Restructuring Documents, including, without limitation, the Exit Facility Credit Agreement, the New Secured Convertible Notes Indenture, and the Backstop Purchase Agreement, will have been satisfied or waived

pursuant to the terms of such applicable Restructuring Documents (or will be satisfied concurrently with the occurrence of the Effective Date);

- All consents, actions, documents, certificates and agreements necessary to implement the Plan and the transactions contemplated by the Plan will have been, as applicable, obtained and not otherwise subject to unfulfilled conditions, effected or executed and delivered to the required parties and, to the extent required, filed with the applicable Governmental Units in accordance with applicable laws, and in each case in full force and effect;

- All governmental approvals and consents, including Bankruptcy Court approval, that are applicable and legally required for the consummation of the Plan will have been obtained, not be subject to unfulfilled conditions and be in full force and effect, and all applicable waiting periods under the Hart-Scott-Rodino Antitrust Improvements Act of 1976, as amended, will have expired;

- The Debtors will have received, or concurrently with the occurrence of the Effective Date will receive, at least $43.3 million as contemplated in connection with the Backstop Purchase Agreement and the Rights Offering;

- The New Board will have been selected in accordance with the terms of the Plan and the Restructuring Support Agreement;

- The Exit Facility Credit Agreement and the New Secured Convertible Notes Indenture will each have closed or will close simultaneously with the effectiveness of the Plan;

- The Restructuring Support Agreement will be in full force and effect and will not have been terminated in accordance with its terms;

- The Backstop Purchase Agreement will not have been terminated, and all conditions precedent (including the entry of the Backstop Order by the Bankruptcy Court and the Backstop Order becoming a Final Order, but excluding any conditions related to the occurrence of the Effective Date) to the obligations of the Backstop Parties under the Backstop Purchase Agreement will have been satisfied or waived in accordance with the terms thereof, and the closing of the Backstop Purchase Agreement will occur concurrently with the occurrence of the Effective Date;

- The Debtors will not be in default under either of the DIP Facilities or the Final DIP Order (or, to the extent that the Debtors are in default on the proposed Effective Date, such default will have been waived by the applicable DIP Lenders or cured by the Debtors in a manner consistent with the DIP Facilities and the DIP Orders) and both of the DIP Credit Agreements will be in full force and effect and will not have been terminated in accordance with their terms;

- The Carve-Out Reserve will have been funded in full in Cash by the Debtors in accordance with the terms and conditions of the Plan;

- To the extent invoiced, all (i) Ad Hoc Noteholders Committee Fees and Expenses, (ii) Prepetition Credit Agreement Agent and Lender Fees and Expenses, (iii) Prepetition Notes Indenture Trustee Fees and Expenses, and (iv) Backstop Expenses will have been paid in full in Cash or reserved in a manner acceptable to the applicable Required Consenting Noteholders (or approved by order of the Bankruptcy Court) to the extent of any disputes related thereto;

- There will be no ruling, judgment, or order issued by any Governmental Unit making illegal, enjoining, or otherwise preventing or prohibiting the consummation of the Restructuring Transactions, unless such ruling, judgment, or order has been stayed, reversed, or vacated within three (3) Business Days after such issuance;

- There will be no material litigation or investigation by any Governmental Unit involving the Debtors as of the Effective Date that has had, or would reasonably be expected to have, a material adverse effect on the business, financial condition or results of operations of the Reorganized Debtors, taken as a whole; and

- To the extent required under applicable non-bankruptcy law, the Amended/New Organizational Documents will have been duly filed with the applicable authorities in the relevant jurisdictions.

3. Waiver of Conditions

Subject to section 1127 of the Bankruptcy Code, the conditions to Confirmation and Consummation of the Plan set forth in Article IX of the Plan may be waived by the Debtors, with the consent of the Required Consenting Noteholders, without notice, leave or order of the Bankruptcy Court or any formal action other than proceeding to confirm or consummate the Plan. The failure of the Debtors or Reorganized Debtors to exercise any of the foregoing rights will not be deemed a waiver of any other rights, and each right will be deemed an ongoing right that may be asserted at any time.

4. Effect of Non-Occurrence of Conditions to Confirmation or Consummation

If the Confirmation or the Consummation of the Plan does not occur with respect to one or more of the Debtors, then the Plan will, with respect to such applicable Debtor or Debtors, be null and void in all respects and nothing contained in the Plan or this Disclosure Statement will: (1) constitute a waiver or release of any claims by or Claims against or Equity Interests in the Debtors; (2) prejudice in any manner the rights of the Debtors, any Holders or any other Person or Entity; (3) constitute an Allowance of any Claim or Equity Interest; or (4) constitute an admission, acknowledgment, offer or undertaking by the Debtors, any Holders or any other Person or Entity in any respect.

I. RELEASE, DISCHARGE, INJUNCTION AND RELATED PROVISIONS

1. General

Notwithstanding anything contained in the Plan to the contrary, the allowance, classification and treatment of all Allowed Claims and Equity Interests and their respective distributions (if any) and treatments hereunder, takes into account the relative priority and rights of the Claims and the Equity Interests in each Class in connection with any contractual, legal and equitable subordination rights relating thereto whether arising under general principles of equitable subordination, section 510 of the Bankruptcy Code or otherwise. As of the Effective Date, any and all contractual, legal and equitable subordination rights, whether arising under general principles of equitable subordination, section 510 of the Bankruptcy Code or otherwise, relating to the allowance, classification and treatment of all Allowed Claims and Equity Interests and their respective distributions (if any) and treatments hereunder, are settled, compromised, terminated and released pursuant hereto; *provided*, *however*, that nothing contained in the Plan will preclude any Person or Entity from exercising their rights pursuant to and consistent with the terms of the Plan and the contracts, instruments, releases, indentures, and other agreements or documents delivered under or in connection with the Plan.

2. Release of Claims and Causes of Action

(a) 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") will 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 will 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 will 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 will 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 will 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 Article X.B of the Plan will or will 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 the Plan.

Entry of the Confirmation Order will 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 in the Plan, and further, will 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.

(b) 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") will 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 will 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, 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 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 will 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 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 will 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 will 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 will 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 in the Plan, and further, will 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.

3. Waiver of Statutory Limitations on Releases

Each of the Releasing Parties in each of the releases contained above expressly acknowledges that although ordinarily a general release may not extend to Claims which the Releasing Party does not know or suspect to exist in its favor, which if known by it may have materially affected its settlement with the party released, they have carefully considered and taken into account in determining to enter into the above releases the possible existence of such unknown losses or claims. Without limiting the generality of the foregoing, each Releasing Party expressly waives any and all rights conferred upon it by any statute or rule of law which provides that a release does not extend to claims which the claimant does not know or suspect to exist in its favor at the time of providing the release, which if known by it may have materially affected its settlement with the released party. Except as otherwise provided in the Plan, the releases contained in the Plan are effective regardless of whether those released matters are presently known, unknown, suspected or unsuspected, foreseen or unforeseen.

4. Discharge of Claims and Equity Interests

To the fullest extent provided under section 1141(d)(1)(A) and other applicable provisions of the Bankruptcy Code, except as otherwise expressly provided by the Plan (including, without limitation, Article V.D of the Plan) or the Confirmation Order, effective as of the Effective Date, all consideration distributed under the Plan will be in exchange for, and in complete satisfaction, settlement, discharge, and release of, all Claims, Equity Interests and Causes of Action of any kind or nature whatsoever against the Debtors or any of their respective assets or properties, and regardless of whether any property will have been distributed or retained pursuant to the Plan on account of such Claims, Equity Interests or Causes of Action.

Except as otherwise expressly provided by the Plan (including, without limitation, Article V.D of the Plan) or the Confirmation Order, upon the Effective Date, the Debtors and their Estates will be deemed discharged and released under and to the fullest extent provided under sections 524 and 1141(d)(1)(A) and other applicable provisions of the Bankruptcy Code from any and all Claims of any kind or nature whatsoever, including, but not limited to, demands and liabilities that arose before the Confirmation Date, and all debts of the kind specified in sections 502(g), 502(h), or 502(i) of the Bankruptcy Code. Such discharge will void any judgment obtained against the Debtors or the Reorganized Debtors at any time, to the extent that such judgment relates to a discharged Claim.

Except as otherwise expressly provided by the Plan (including, without limitation, Articles V.D of the Plan) or the Confirmation Order, upon the Effective Date: (i) the rights afforded in the Plan and the treatment of all Claims and Equity Interests will be in exchange for and in complete satisfaction, settlement, discharge, and release of all Claims and Equity Interests of any nature whatsoever, including any interest accrued on such Claims from and after the Petition Date, against the Debtors or any of their respective assets, property, or Estates; (ii) all Claims and Equity Interests will be satisfied, discharged, and released in full, and each of the Debtor's liability with respect thereto will be extinguished completely without further notice or action; and (iii) all Persons and Entities will be precluded from asserting against the Debtors, the Estates, the Reorganized Debtors, each of their respective successors and assigns, and each of their respective assets and properties, any such Claims or Equity Interests, whether based upon any documents, instruments or any act or omission, transaction, or other activity of any kind or nature that occurred prior to the Effective Date or otherwise.

5. Exculpation

Effective as of the Effective Date, to the fullest extent permitted by law, the Exculpated Parties will 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 the 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 the 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 the Plan; *provided*, *however*, that the foregoing provisions of this exculpation will 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 the Plan and the contracts, instruments, releases, indentures, and other agreements and documents delivered under or in connection with the Plan or assumed pursuant to the Plan or Final Order of the Bankruptcy Court; *provided*, *further*, that each Exculpated Party will 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 will 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 Article X.E of the Plan will or will 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.

6. Preservation of Causes of Action

(a) Maintenance of Retained Causes of Action

Except as otherwise provided in Article X of the Plan (including, without limitation, and for the avoidance of doubt, the Releases contained in Article X.B of the Plan and Exculpation contained in Article X.E of the Plan) or elsewhere in the Plan or the Confirmation Order, after the Effective Date, the Reorganized Debtors will retain all rights to commence, prosecute, pursue, litigate or settle, as appropriate, any and all Retained Causes of Action (including those not identified in the Plan Supplement), whether existing as of the Petition Date or thereafter arising, in any court or other tribunal including, without limitation, in an adversary proceeding Filed in the Chapter 11 Cases, and all such Retained Causes of Action will vest in the Reorganized Debtors in accordance with the Plan. The Reorganized Debtors, as the successors-in-interest to the Debtors and the Estates, may, and will have the exclusive right to, enforce, sue on, settle, compromise, transfer or assign (or decline to do any of the foregoing) any or all of such Retained Causes of Action without notice to or approval from the Bankruptcy Court.

(b) Preservation of All Causes of Action Not Expressly Settled or Released

The Debtors expressly reserve all Causes of Action and Retained Causes of Action for later adjudication by the Debtors or the Reorganized Debtors (including, without limitation, Causes of Action and Retained Causes of Action not specifically identified or of which the Debtors may presently be unaware or which may arise or exist by reason of additional facts or circumstances unknown to the Debtors at this time or facts or circumstances that may change or be different from those the Debtors now believe to exist) and, therefore, no preclusion doctrine, including, without limitation, the doctrines of *res judicata*, collateral estoppel, issue preclusion, claim preclusion, waiver, estoppel (judicial, equitable or otherwise) or laches will apply to such Causes of Action or Retained Causes of Action upon or after the Confirmation or Consummation of the Plan based on the Disclosure Statement, the Plan or the Confirmation Order, except in each case where such Causes of Action or Retained Causes of Action have been expressly waived, relinquished, released, compromised or settled in the Plan (including, without limitation, and for the avoidance of doubt, the Releases contained in Article X.B of the Plan and Exculpation contained in Article X.E of the Plan) or any other Final Order (including, without limitation, the Confirmation Order). In addition, the Debtors and the Reorganized Debtors expressly reserve the right to pursue or adopt any claims alleged in any lawsuit in which any of the Debtors are a plaintiff, defendant or an interested party, against any Person or Entity, including, without limitation, the plaintiffs or co-defendants in such lawsuits.

No Person or Entity may rely on the absence of a specific reference in the Plan, the Plan Supplement, or the Disclosure Statement to any Cause of Action or Retained Cause of Action against them as any indication that the Debtors or the Reorganized Debtors will not pursue any and all available Causes of Action or Retained Causes of Action against them. The Debtors and the Reorganized Debtors expressly reserve all rights to prosecute any and all Causes of Action and Retained Causes of Action against any Person or Entity, except as otherwise expressly provided in the Plan or the Confirmation Order.

7. 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 THE 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, WILL REMAIN IN FULL FORCE AND EFFECT UNTIL THE EFFECTIVE DATE.

8. Binding Nature of the Plan

ON THE EFFECTIVE DATE, AND EFFECTIVE AS OF THE EFFECTIVE DATE, THE PLAN WILL BIND, AND WILL 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 THE 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 THE PLAN OR IS CONCLUSIVELY PRESUMED TO REJECT THE PLAN.

9. Protection Against Discriminatory Treatment

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

10. Integral Part of Plan

Each of the provisions set forth in the Plan with respect to the settlement, release, discharge, exculpation, injunction, indemnification and insurance of, for or with respect to Claims and/or Causes of Action are an integral part of the Plan and essential to its implementation. Accordingly, each Person or Entity that is a beneficiary of such provision will have the right to independently seek to enforce such provision and such provision may not be amended, modified, or waived after the Effective Date without the prior written consent of such beneficiary.

V.
CONFIRMATION AND CONSUMMATION PROCEDURES

A. CONFIRMATION PROCEDURES

1. Confirmation Hearing

The Bankruptcy Court will consider confirmation of the Plan at the Confirmation Hearing, which will commence at 2:00 p.m. prevailing Central Time on September 23, 2020 before the Honorable David R. Jones, United States Bankruptcy Judge, in the United States Bankruptcy Court for Southern District of Texas, Houston Division, located at Bob Casey United States Courthouse, 515 Rusk Avenue, 4th Floor, Courtroom 400, Houston, Texas 77002. 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.

2. Filing Objections to the Plan

Section 1128(b) of the Bankruptcy Code provides that any party in interest may object to the confirmation of a plan of reorganization. **The Plan Objection Deadline is 5:00 p.m. prevailing Central Time on September 18, 2020.** Any objection to the confirmation of the Plan must be in writing, must conform to the Federal Rules of Bankruptcy Procedure and the Bankruptcy Local Rules for the Southern District of Texas, must set forth the name of the objector, the nature and amount of Claims or Equity Interests held or asserted by the objector against the Debtors' estates or properties, the basis for the objection and the specific grounds therefore, and must be filed with the Bankruptcy Court.

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.

B. STATUTORY REQUIREMENTS FOR CONFIRMATION OF THE PLAN

At the Confirmation Hearing, the Bankruptcy Court will determine whether the Plan satisfies the requirements of section 1129 of the Bankruptcy Code. The Debtors believe that: (i) the Plan satisfies or will satisfy all of the statutory requirements of chapter 11 of the Bankruptcy Code; (ii) the Debtors have complied or will have complied with all of the requirements of chapter 11 of the Bankruptcy Code; and (iii) the Plan has been proposed in good faith. Specifically, the Debtors believe that the Plan satisfies or will satisfy the applicable confirmation requirements of section 1129 of the Bankruptcy Code set forth below:

- The Plan complies with the applicable provisions of the Bankruptcy Code;
- The Debtors complied with the applicable provisions of the Bankruptcy Code;
- The Plan has been proposed in good faith and not by any means forbidden by law;
- Any payment made or promised under the Plan for services or for costs and expenses in, or in connection with, the Chapter 11 Cases, or in connection with the Plan and incident to the cases,

has been or will be disclosed to the Bankruptcy Court, and any such payment: (a) made before the confirmation of the Plan is reasonable; or (b) if it is to be fixed after confirmation of the Plan, is subject to the approval of the Bankruptcy Court for the determination of reasonableness;

- The Debtors have disclosed, or will disclose in advance of the Confirmation Hearing, the identity and affiliations of any individual proposed to serve, after confirmation of the Plan, as a director, officer, or voting trustee of the Debtors, an affiliate of the Debtors participating in the Plan with the Debtors, or a successor to the Debtors under the Plan. The appointment to, or continuance in, such office by such individual, will be consistent with the interests of creditors and equity security holders and with public policy and the Debtors will have disclosed the identity of any insider that the Reorganized Debtors will employ or retain, and the nature of any compensation for such insider;

- Either each Holder of an Impaired Claim will have accepted the Plan, or will receive or retain under the Plan on account of such Claim, property of a value, as of the Effective Date of the Plan, that is not less than the amount that such Holder would receive or retain if the Debtors were liquidated on that date under chapter 7 of the Bankruptcy Code;

- Each Class of Claims or Equity Interests that is entitled to vote on the Plan will either have accepted the Plan or will not be Impaired under the Plan, or the Plan can be confirmed without the approval of such Voting Classes pursuant to section 1129(b) of the Bankruptcy Code;

- Except to the extent that the Holder of a particular Claim will agree to a different treatment of its Claim, the Plan provides that Administrative Claims, DIP Facility Claims, and Other Priority Claims will be paid in full in Cash on the Effective Date, or as soon thereafter as is reasonably practicable, and that Priority Tax Claims will be paid in accordance with section 1129(a)(9)(C) of the Bankruptcy Code;

- At least one Class of Impaired Claims will accept the Plan, determined without including any acceptance of the Plan by any insider holding a Claim in that Class;

- Confirmation of the Plan will not likely be followed by the liquidation or the need for further financial reorganization of the Debtors or any successor thereto under the Plan; and

- All outstanding fees payable pursuant to section 1930 of title 28 of the United States Code will be paid when due.

1. Best Interests of Creditors Test/Liquidation Analysis

Often called the "best interests" test, section 1129(a)(7) of the Bankruptcy Code requires that a bankruptcy court find, as a condition to confirmation, that a chapter 11 plan provide, with respect to each class, that each holder of a claim or an equity interest in such class either (a) has accepted the plan or (b) will receive or retain under the plan property of a value, as of the effective date of the plan, that is not less than the amount that such holder would receive or retain if the debtor or debtors are liquidated under chapter 7 of the Bankruptcy Code. To make these findings, the Bankruptcy Court must: (a) estimate the cash liquidation proceeds that a chapter 7 trustee would generate if the chapter 11 cases were converted to a chapter 7 case and the assets of the particular debtors' estate were liquidated; (b) determine the liquidation distribution that each non-accepting holder of a claim or an equity interest would receive from such liquidation proceeds under the priority scheme dictated in chapter 7; and (c) compare such holder's

liquidation distribution to the distribution under the chapter 11 plan that such holder would receive if the chapter 11 plan were confirmed.

In chapter 7 cases, creditors and interest holders of a debtor are paid from available assets generally in the following order, with no junior class receiving any payments until all amounts due to senior classes have been paid in full: (a) holders of secured claims (to the extent of the value of their collateral); (b) holders of administrative and priority claims; (c) holders of unsecured claims; (d) holders of debt expressly subordinated by its terms or by order of the bankruptcy court; and (e) holders of equity interests.

Accordingly, the Cash amount that would be available for satisfaction of claims (other than secured claims) would consist of the proceeds resulting from the disposition of the unencumbered assets of the debtors, augmented by the unencumbered Cash held by the debtors at the time of the commencement of the liquidation. Such Cash would be reduced by the amount of the costs and expenses of the liquidation and by such additional administrative and priority claims that may result from termination of the debtor's business and the use of chapter 7 for purposes of a liquidation.

As described in more detail in the liquidation analysis attached hereto as Exhibit C (the "**Liquidation Analysis**"), the Debtors believe that confirmation of the Plan will provide each Holder of an Allowed Claim or Equity Interest in each Class with a recovery greater than or equal to the value of any distributions if the Chapter 11 Cases were converted to a case under chapter 7 of the Bankruptcy Code because, among other reasons, proceeds received in a chapter 7 liquidation are likely to be significantly discounted due to the distressed nature of the sale of the Debtors' assets and the fees and expenses of a chapter 7 trustee would likely further reduce Cash available for distribution. In addition, distributions in a chapter 7 case may not occur for a longer period of time than distributions under the Plan, thereby reducing the present value of such distributions. In this regard, it is possible that distribution of the proceeds of a liquidation could be delayed for a significant period while the chapter 7 trustee and its advisors become knowledgeable about, among other things, the Chapter 11 Cases and the Claims against the Debtors. As set forth in the Liquidation Analysis, Holders of Claims in Class 4 and Class 5 would receive a recovery of between 0.6% to 4.7%, and between 0.0% to 0.5%, respectively, of the amount of their Allowed Claims under a chapter 7 liquidation, which is substantially less than the projected recovery ranging between 26.2% and 37.4% for such Classes pursuant to the Plan. Accordingly, the Plan satisfies the requirements of section 1129(a)(7) of the Bankruptcy Code with respect to such Classes.

2. Valuation Analysis

The Plan provides for the distribution of the New Equity Interests and Subscription Rights to holders of Allowed Prepetition Notes Claims and holders of Eligible General Unsecured Claims upon consummation of certain of the Restructuring Transactions set forth in the Plan. Accordingly, Lazard, at the request of the Debtors, has performed an analysis, which is attached hereto as Exhibit E, of the estimated implied value of the Debtors on a going-concern basis as of September 30, 2020 (the "**Valuation Analysis**"). The Valuation Analysis, including the procedures followed, assumptions made, qualifications, and limitations on review undertaken described therein, should be read in conjunction with Article VI.B. of this Disclosure Statement, entitled "Risk Factors That May Affect the Value of Securities to be Issued Under the Plan and/or Recoveries Under the Plan". The Valuation Analysis is based on data and information as of July 2, 2020. Lazard makes no representations as to changes to such data and information that may have occurred since July 2, 2020.

THE VALUATION ANALYSIS REPRESENTS A HYPOTHETICAL VALUATION OF THE REORGANIZED DEBTORS AND THEIR ASSETS AND BUSINESSES AND ASSUMES THAT SUCH REORGANIZED DEBTORS CONTINUE AS AN OPERATING BUSINESS IN SUBSTANTIALLY THE SAME CORPORATE STRUCTURE. THE ESTIMATED VALUE SET FORTH IN THE

VALUATION ANALYSIS DOES NOT PURPORT TO CONSTITUTE AN APPRAISAL OR NECESSARILY REFLECT THE ACTUAL MARKET VALUE THAT MIGHT BE REALIZED THROUGH A SALE OR LIQUIDATION OF THE REORGANIZED DEBTORS, THEIR SECURITIES OR THEIR ASSETS, AND SUCH MARKET VALUE MAY BE MATERIALLY DIFFERENT THAN THE ESTIMATES SET FORTH IN THE VALUATION ANALYSIS. ACCORDINGLY, SUCH ESTIMATED VALUE IS NOT NECESSARILY INDICATIVE OF THE PRICES AT WHICH ANY SECURITIES OF THE REORGANIZED DEBTORS MAY TRADE AFTER GIVING EFFECT TO THE RESTRUCTURING TRANSACTIONS SET FORTH IN THE PLAN. ANY SUCH PRICES MAY BE MATERIALLY DIFFERENT THAN INDICATED BY THE VALUATION ANALYSIS.

3. Feasibility

Section 1129(a)(11) of the Bankruptcy Code requires that the bankruptcy court find that confirmation is not likely to be followed by the liquidation of the Reorganized Debtors or the need for further financial reorganization, unless the plan contemplates such liquidation. For purposes of demonstrating that the Plan meets this "feasibility" standard, the Debtors have analyzed the ability of the Reorganized Debtors to meet their obligations under the Plan and to retain sufficient liquidity and capital resources to conduct their businesses.

The Debtors believe that the Plan meets the feasibility requirement set forth in section 1129(a)(11) of the Bankruptcy Code. In connection with the development of the Plan and for the purposes of determining whether the Plan satisfies this feasibility standard, the Debtors analyzed the ability of the Reorganized Debtors to satisfy their financial obligations while maintaining sufficient liquidity and capital resources. Financial projections of the Reorganized Debtors for the 4 months ending December 31, 2020, and for the years ending 2021, 2022, 2023, 2024, and 2025 (the "**Financial Projections**") are attached hereto as Exhibit B.

In general, as illustrated by the Financial Projections, the Debtors believe that as a result of the transactions contemplated by the Plan, including the Exit Facility Credit Agreement, the Rights Offering, and the Backstop Commitment provided pursuant to the terms of the Backstop Purchase Agreement, the Reorganized Debtors should have sufficient cash flow and availability to make all payments required pursuant to the Plan while conducting ongoing business operations. The Debtors believe that confirmation and consummation is, therefore, not likely to be followed by the liquidation or further reorganization of the Reorganized Debtors. Accordingly, the Debtors believe that the Plan satisfies the feasibility requirement of section 1129(a)(11) of the Bankruptcy Code.

THE FINANCIAL PROJECTIONS, INCLUDING THE UNDERLYING ASSUMPTIONS, SHOULD BE CAREFULLY REVIEWED IN EVALUATING THE PLAN. WHILE MANAGEMENT BELIEVES THE ASSUMPTIONS UNDERLYING THE FINANCIAL PROJECTIONS, WHEN CONSIDERED ON AN OVERALL BASIS, ARE REASONABLE IN LIGHT OF CURRENT CIRCUMSTANCES AND EXPECTATIONS, NO ASSURANCE CAN BE GIVEN THAT THE FINANCIAL PROJECTIONS WILL BE REALIZED.

THE FINANCIAL PROJECTIONS HAVE NOT BEEN EXAMINED OR COMPILED BY INDEPENDENT ACCOUNTANTS. THE DEBTORS MAKE NO REPRESENTATION OR WARRANTY AS TO THE ACCURACY OF THE FINANCIAL PROJECTIONS OR THEIR ABILITY TO ACHIEVE THE PROJECTED RESULTS. MANY OF THE ASSUMPTIONS ON WHICH THE PROJECTIONS ARE BASED ARE INHERENTLY SUBJECT TO SIGNIFICANT ECONOMIC AND COMPETITIVE UNCERTAINTIES AND CONTINGENCIES WHICH ARE BEYOND THE CONTROL OF THE DEBTORS. INEVITABLY, SOME ASSUMPTIONS WILL NOT MATERIALIZE AND UNANTICIPATED EVENTS AND CIRCUMSTANCES MAY AFFECT THE ACTUAL FINANCIAL

RESULTS. THEREFORE, THE ACTUAL RESULTS ACHIEVED THROUGHOUT THE PERIOD OF THE FINANCIAL PROJECTIONS MAY VARY FROM THE PROJECTED RESULTS AND THE VARIATIONS MAY BE MATERIAL. ALL HOLDERS OF CLAIMS THAT ARE ENTITLED TO VOTE TO ACCEPT OR REJECT THE PLAN ARE URGED TO EXAMINE CAREFULLY ALL OF THE ASSUMPTIONS ON WHICH THE FINANCIAL PROJECTIONS ARE BASED IN CONNECTION WITH THEIR EVALUATION OF THE PLAN.

BASED ON THE FINANCIAL PROJECTIONS SET FORTH IN EXHIBIT B HERETO, THE DEBTORS BELIEVE THAT THEY WILL BE ABLE TO MAKE ALL DISTRIBUTIONS AND PAYMENTS UNDER THE PLAN AND THAT CONFIRMATION OF THE PLAN IS NOT LIKELY TO BE FOLLOWED BY LIQUIDATION OF THE REORGANIZED DEBTORS OR THE NEED FOR FURTHER FINANCIAL REORGANIZATION OF THE REORGANIZED DEBTORS.

4. Acceptance by Impaired Classes

The Bankruptcy Code requires, as a condition to confirmation, that, except as described in the following section, each class of claims or equity interests that is impaired under a plan, accept the plan. A class that is not "impaired" under a plan is deemed to have accepted the plan and, therefore, solicitation of acceptances with respect to such class is not required. A class is "impaired" unless the plan: (a) leaves unaltered the legal, equitable and contractual rights to which the claim or the equity interest entitles the holder of such claim or equity interest; (b) cures any default and reinstates the original terms of such obligation; or (c) provides that, on the consummation date, the holder of such claim or equity interest receives Cash equal to the allowed amount of that claim or, with respect to any equity interest, any fixed liquidation preference to which the holder of such equity interest is entitled to any fixed price at which the debtor may redeem the security.

Section 1126(c) of the Bankruptcy Code defines acceptance of a plan by a class of impaired claims as acceptance by holders of at least two-thirds (2/3) in dollar amount and more than one-half (1/2) in number of claims in that class, but for that purpose counts only those who actually vote to accept or to reject the plan. Thus, a class of claims will have voted to accept the plan only if two-thirds (2/3) in amount and a majority in number actually voting cast their ballots in favor of acceptance.

Claims in Classes 1, 2, and 3 and Equity Interests in Class 7 are not Impaired under the Plan, and, as a result, the Holders of such Claims and Equity Interests are deemed to have accepted the Plan. Claims in Class 6 are Impaired under the Plan, but are deemed to have accepted the Plan because the Holders of such Claims are Affiliates of the Debtors. Accordingly, the Debtors are not required to solicit their vote.

Claims in Class 4 and Class 5 are Impaired under the Plan, and as a result, the Holders of Claims in Class 4 and Class 5 are entitled to vote on the Plan. Pursuant to section 1129 of the Bankruptcy Code, the Holders of Claims in the Voting Classes must accept the Plan for the Plan to be confirmed without application of the "fair and equitable test" to Classes 4 and 5 and without considering whether the Plan "discriminates unfairly" with respect to Class 4 and Class 5, as both standards are described herein. As explained above, Class 4 and Class 5 will have accepted the Plan if the Plan is accepted by at least two-thirds (2/3) in amount and a majority in number of the Claims of Class 4 and Class 5, as applicable (other than any Claims of creditors designated under section 1126(e) of the Bankruptcy Code), that have voted to accept or reject the Plan.

Equity Interests in Class 8 are Impaired and deemed to have rejected the Plan. The Debtors, therefore, will request confirmation of the Plan, as it may be modified from time to time, under section 1129(b) of the Bankruptcy Code as more fully described below.

5. Confirmation Without Acceptance by All Impaired Classes

Section 1129(b) of the Bankruptcy Code allows a bankruptcy court to confirm a plan even if less than all impaired classes entitled to vote on the plan have accepted it, *provided* that the plan has been accepted by at least one impaired class of claims. Pursuant to section 1129(b) of the Bankruptcy Code, notwithstanding an impaired Class's rejection or deemed rejection of the Plan, the Plan will be confirmed, at the Debtors' request, in a procedure commonly known as "cram down," so long as the Plan does not "discriminate unfairly" and is "fair and equitable" with respect to each Class of Claims or Equity Interests that is impaired under, and has not accepted, the Plan.

6. No Unfair Discrimination

This test applies to classes of claims or equity interests that are of equal priority and are receiving different treatment under the Plan. The test does not require that the treatment be the same or equivalent, but that such treatment be "fair." In general, bankruptcy courts consider whether a plan discriminates unfairly in its treatment of classes of claims of equal rank (*e.g.*, classes of the same legal character). Bankruptcy courts will take into account a number of factors in determining whether a plan discriminates unfairly, and, accordingly, a plan could treat two classes of unsecured creditors differently without unfairly discriminating against either class.

7. Fair and Equitable Test

This test applies to classes of different priority and status (*e.g.*, secured versus unsecured) and includes the general requirement that no class of claims receive more than 100% of the amount of the allowed claims in such class. As to the dissenting class, the test sets different standards depending on the type of claims or equity interests in such class:

- Secured Claims. The condition that a plan be "fair and equitable" to a non-accepting class of secured claims includes the requirements that: (a) the holders of such secured claims retain the liens securing such claims to the extent of the allowed amount of the claims, whether the property subject to the liens is retained by the debtor or transferred to another entity under the plan; and (b) each holder of a secured claim in the class receives deferred cash payments totaling at least the allowed amount of such claim with a present value, as of the effective date of the plan, at least equivalent to the value of the secured claimant's interest in the debtor's property subject to the liens.

- Unsecured Claims. The condition that a plan be "fair and equitable" to a non-accepting class of unsecured claims includes the following requirement that either: (a) the plan provides that each holder of a claim of such class receive or retain on account of such claim property of a value, as of the effective date of the plan, equal to the allowed amount of such claim; or (b) the holder of any claim or any equity interest that is junior to the claims of such class will not receive or retain under the plan on account of such junior claim or junior equity interest any property.

- Equity Interests. The condition that a plan be "fair and equitable" to a non-accepting class of equity interests includes the requirements that either:

    - the plan provides that each holder of an equity interest in that class receives or retains under the plan on account of that equity interest property of a value, as of the effective date of the plan, equal to the greater of: (a) the allowed amount of any fixed liquidation

preference to which such holder is entitled; (b) any fixed redemption price to which such holder is entitled; or (c) the value of such interest; or

- if the class does not receive the amount required in the paragraph directly above, no class of equity interests junior to the non-accepting class may receive a distribution under the plan.

As noted above, the Debtors will seek confirmation of the Plan under section 1129(b) of the Bankruptcy Code, to the extent applicable, in view of the deemed rejection by Class 8.

The votes of Holders of Equity Interests in Class 8 are not being solicited because, under Article III of the Plan, there will be no distribution to such Holders and, therefore, such Holders are conclusively deemed to have rejected the Plan pursuant to section 1126(g) of the Bankruptcy Code. All Class 8 Equity Interests will be deemed cancelled and will be of no further force and effect, whether surrendered for cancellation or otherwise.

Notwithstanding the deemed rejection by Class 8, the Debtors do not believe that the Plan discriminates unfairly against any Impaired Class of Claims or Equity Interests. The Debtors believe that the Plan and the treatment of all Classes of Claims and Equity Interests under the Plan satisfy the foregoing requirements for non-consensual confirmation of the Plan.

C. CONSUMMATION OF THE PLAN

The Plan will be consummated on the Effective Date. For a more detailed discussion of the conditions precedent to the Consummation of the Plan and the impact of failure to meet such conditions, see Article IX.B of the Plan.

VI.
PLAN-RELATED RISK FACTORS

PRIOR TO VOTING TO ACCEPT OR REJECT THE PLAN, ALL HOLDERS OF CLAIMS OR EQUITY INTERESTS THAT ARE IMPAIRED SHOULD READ AND CONSIDER CAREFULLY THE FACTORS SET FORTH HEREIN, AS WELL AS ALL OTHER INFORMATION SET FORTH OR OTHERWISE REFERENCED IN THIS DISCLOSURE STATEMENT. ALTHOUGH THESE RISK FACTORS ARE MANY, THESE FACTORS SHOULD NOT BE REGARDED AS CONSTITUTING THE ONLY RISKS PRESENT IN CONNECTION WITH THE DEBTORS' BUSINESSES, THE PLAN OR THE IMPLEMENTATION OF THE PLAN.

A. CERTAIN BANKRUPTCY LAW CONSIDERATIONS

1. Parties in Interest May Object to the Debtors' Classification of Claims and Equity Interests.

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

2. The Debtors May Fail to Satisfy the Vote Requirement.

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

3. The Debtors May Not Be Able to Secure Confirmation of the Plan.

As discussed above, section 1129 of the Bankruptcy Code sets forth the requirements for confirmation of a chapter 11 plan, and requires, among other things, findings by the bankruptcy court that: (a) such plan does not "unfairly discriminate" and is "fair and equitable" with respect to any non-accepting classes; (b) confirmation of such plan is not likely to be followed by a liquidation or a need for further financial reorganization unless such liquidation or reorganization is contemplated by the plan; and (c) the value of distributions to non-accepting holders of claims within a particular class under such plan will not be less than the value of distributions such holders would receive if the debtor were liquidated under chapter 7 of the Bankruptcy Code.

Even if the requisite acceptances are received, there can be no assurance that the Bankruptcy Court will confirm the Plan. A non-accepting Holder of an Allowed Claim might challenge either the adequacy of this Disclosure Statement or whether the balloting procedures and voting results satisfy the requirements of the Bankruptcy Code or Bankruptcy Rules. Even if the Bankruptcy Court determined that the Disclosure Statement, the balloting procedures and voting results were appropriate, the Bankruptcy Court could still decline to confirm the Plan if it found that any of the statutory requirements for confirmation were not met,

including the requirement that the terms of the Plan do not "unfairly discriminate" and are "fair and equitable" to non-accepting Classes.

Section 1129(b)(1) of the Bankruptcy Code provides that, in the event an impaired class does not vote in favor of a plan, but all other requirements of section 1129(a) are satisfied, the Bankruptcy Court may only confirm such a plan if it "does not discriminate unfairly, and is fair and equitable, with respect to each class of claims or interests that is impaired under, and has not accepted, the Plan." Subject to the Restructuring Transactions, the Plan contemplates that all Old Affiliate Interests in any Parent Subsidiary will remain effective and outstanding on the Effective Date and will be owned and held by the same applicable Person(s) that held and/or owned such Old Affiliate Interests immediately prior to the Effective Date. The Plan's treatment of Old Affiliate Interests has no economic substance and does not enable any junior creditor or interest holder to retain or recover any value under the Plan. This technical preservation of Old Affiliate Interests is solely a means to preserve the corporate and organizational structure of the Debtors in order to avoid the unnecessary cost of reconstituting that structure. There can be no assurance, however, that the Bankruptcy Court will find that the Plan satisfies the requirements of section 1129(b)(1) of the Bankruptcy Code.

Confirmation of the Plan is also subject to certain conditions as described in Article IX of the Plan. If the Plan is not confirmed, it is unclear what distributions, if any, Holders of Allowed Claims and Equity Interests would receive with respect to their Allowed Claims or Equity Interests.

The Debtors, subject to the terms and conditions of the Plan, reserve the right to modify the terms and conditions of the Plan as necessary for confirmation. Any such modifications could result in less favorable treatment of any non-accepting Class, as well as any Classes junior to such non-accepting Class, than the treatment currently provided in the Plan. Such less favorable treatment could include a distribution of property to the Class affected by the modification of a lesser value than currently provided in the Plan or no distribution of property whatsoever under the Plan.

4. Non-Consensual Confirmation of the Plan May Be Necessary.

In the event that any impaired class of claims or equity interests does not accept a chapter 11 plan, a bankruptcy court may nevertheless confirm such a plan at the proponents' request if at least one impaired class has accepted the plan (with such acceptance being determined without including the vote of any "insider" in such class), and, as to each impaired class that has not accepted the plan, the bankruptcy court determines that the plan "does not discriminate unfairly" and is "fair and equitable" with respect to the dissenting impaired classes. The Debtors believe that the Plan satisfies these requirements and the Debtors may request such non-consensual confirmation in accordance with subsection 1129(b) of the Bankruptcy Code. Nevertheless, in the event that the Voting Classes do not accept the Plan, there can be no assurance that the Bankruptcy Court will reach this conclusion.

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

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

6. The Effective Date May Not Occur.

As more fully set forth in Article IX of the Plan, the Effective Date is subject to a number of conditions precedent. If such conditions precedent are not met or waived, the Effective Date will not take place. Although the Debtors believe that the Effective Date may occur quickly after the Confirmation Date, there can be no assurance as to such timing or as to whether the Effective Date will, in fact, occur.

7. The Exit Facility Credit Agreement and the Transactions Contemplated Thereby May Not Become Effective.

Although the Debtors believe that the Exit Facility Credit Agreement will become effective shortly after the Confirmation Date, there can be no assurance as to such timing or as to whether the Exit Facility Credit Agreement and the transactions contemplated thereunder, will become effective.

8. Contingencies May Affect Votes of the Voting Classes to Accept or Reject the Plan.

The distributions available to Holders of Allowed Claims and Equity Interests under the Plan can be affected by a variety of contingencies, including, among other things, the total amount of Allowed Claims in certain Classes or whether the Bankruptcy Court orders certain Allowed Claims to be subordinated to other Allowed Claims or Allowed Equity Interests. The occurrence of any and all such contingencies, which could affect distributions available to Holders of Allowed Claims and Equity Interests under the Plan, will not affect the validity of the votes taken by the Voting Classes to accept or reject the Plan or require any sort of revote by the Impaired Classes.

9. The Debtors Cannot State with Certainty What Recovery Will be Available to Holders of Allowed Claims.

The estimated Claims and creditor recoveries set forth in this Disclosure Statement are based on various assumptions, and the actual Allowed amounts of Claims may significantly differ from the estimates. Should one or more of the underlying assumptions ultimately prove to be incorrect, the actual Allowed amounts of Claims may vary from the estimated amounts contained in this Disclosure Statement. Moreover, the Debtors cannot determine with any certainty at this time the number or amount of Claims that will ultimately be Allowed. Accordingly, because certain Claims under the Plan will be paid on a Pro Rata basis, the Debtors cannot state with certainty what recoveries will be available to Holders of Allowed Claims.

10. Releases, Injunctions, and Exculpation Provisions May Not Be Approved.

Article X of the Plan provides for certain releases, injunctions, and exculpations, including third-party releases that may otherwise be asserted against the Debtors, the Reorganized Debtors, the Exculpated Parties, or Released Parties, as applicable. The releases, injunctions, and exculpations (including, for the avoidance of doubt, the definitions of Released Parties, Releasing Parties, and Exculpated Parties) provided in the Plan are subject to objection by parties in interest and may not be approved. If the releases are not approved, certain parties may not be considered Released Parties, Releasing Parties, or Exculpated Parties, and certain Released Parties or Exculpated Parties may withdraw their support for the Plan. There can be no assurance that the Plan will be confirmed or that the Effective Date will occur without the support of such parties.

B. RISK FACTORS THAT MAY AFFECT THE VALUE OF SECURITIES TO BE ISSUED UNDER THE PLAN AND/OR RECOVERIES UNDER THE PLAN

1. The Valuation of the Reorganized Debtors May Not Be Adopted by the Bankruptcy Court.

At the Confirmation Hearing, the Bankruptcy Court will hear evidence regarding the views of the Debtors and opposing parties, if any, with respect to the valuation of the Reorganized Debtors. Based on that evidence, the Bankruptcy Court will determine the appropriate valuation for the Reorganized Debtors for purposes of the Plan. Parties in interest in these Chapter 11 Cases may oppose confirmation of the Plan by alleging that the value of the Reorganized Debtors is higher than estimated by the Debtors and that the Plan thereby improperly limits or extinguishes their rights to recoveries under the Plan. There can be no assurance that the Debtors' estimated valuation of the Reorganized Debtors will be approved by the Bankruptcy Court.

2. The Estimated Valuation of the Reorganized Debtors, the New Equity Interests, and the Plan Securities and the Estimated Recoveries to Holders of Allowed Claims and Equity Interests Are Not Intended to Represent the Private or Public Sale Values.

The Debtors' estimated recoveries to Holders of Allowed Claims are not intended to represent the private or public sale values of the Reorganized Debtors' securities. The estimated recoveries are based on numerous assumptions (the realization of many of which is beyond the control of Reorganized Debtors), including, without limitation: (a) the successful reorganization of the Debtors; (b) an assumed date for the occurrence of the Effective Date; (c) the Debtors' ability to achieve the operating and financial results included in the Financial Projections; and (d) the Debtors' ability to maintain adequate liquidity to fund operations. If the estimated valuations are lower than the private or public sale values, then the value of the Reorganized Debtors' securities or your recovery could be lower than if there were a private or public sale.

3. The Reorganized Debtors May Not Be Able to Achieve Projected Financial Results or Service Their Debt.

Although the Financial Projections represent management's view based on current known facts and assumptions about the future operations of the Reorganized Debtors there is no guarantee that the Financial Projections will be realized. The Reorganized Debtors may not be able to meet their projected financial results or achieve projected revenues and Cash flows assumed in projecting future business prospects. To the extent the Reorganized Debtors do not meet their projected financial results or achieve projected revenues and Cash flows, the Reorganized Debtors may lack sufficient liquidity to continue operating as planned after the Effective Date, may be unable to service their debt obligations as they come due or may not be able to meet their operational needs. Any one of these failures may preclude the Reorganized Debtors from, among other things: (a) taking advantage of future opportunities; (b) growing their businesses; or (c) responding to future changes in the frac sand industry. Furthermore, a failure of the Reorganized Debtors to meet their projected financial results or achieve projected revenues and Cash flows could lead to Cash flow and working capital constraints, which constraints may require the Reorganized Debtors to seek additional working capital. The Reorganized Debtors may not be able to obtain such working capital when it is required.

4. The Prepetition Noteholders Will Control the Reorganized Debtors.

Consummation of the Plan and the effectuation of the New Stockholders Agreement and, if applicable, the New Registration Rights Agreement will result in the Prepetition Noteholders acquiring the

majority of the New Equity Interests upon the Effective Date. Accordingly, the Prepetition Noteholders will exercise a controlling influence over the business and affairs of the Reorganized Debtors, and may choose to exercise such controlling influence in a way that affects other stakeholders.

C. RISK FACTORS THAT COULD NEGATIVELY IMPACT THE DEBTORS' AND REORGANIZED DEBTORS' BUSINESS[9]

1. DIP Facilities

The DIP Facilities require that the Debtors comply with general affirmative and negative covenants such as prohibiting the incurrence of debt, investments, liens or dispositions unless specifically permitted and require disbursements not to exceed a budgeted amount. The Debtors' ability to comply with these provisions may be affected by events beyond their control and their failure to comply, or obtain a waiver in the event they cannot comply with a covenant, could result in an event of default under either the DIP Facilities and permit the lenders thereunder to accelerate the loans and otherwise exercise remedies allowable by the agreements governing the facilities.

2. Events Outside of the Debtors' Control, Including a Pandemic, Epidemic or Outbreak of an Infectious Disease, such as the Recent Global Outbreak of COVID-19, Have Materially Adversely Affected, and May Further Materially Adversely Affect, the Debtors' Business.

The Debtors face risks related to pandemics, epidemics, outbreaks or other public health events that are outside of their control and could significantly disrupt their operations and adversely affect their business and financial condition. For example, the recent global outbreak of COVID-19 has reduced demand for oil and natural gas and, consequently, the demand for the Debtors' products and services, because of significantly reduced global and national economic activity. In March 2020, the United States declared the COVID-19 pandemic a national emergency, and all 50 states and many municipalities have declared public health emergencies. Along with these declarations, there have been extraordinary and wide-ranging actions taken by international, federal, state and local public health and governmental authorities to contain and combat the outbreak and spread of COVID-19 in regions across the United States and the world, including mandates for many individuals to substantially restrict daily activities and for many businesses to curtail or cease normal operations. To the extent COVID-19 continues or worsens, governments may impose additional similar restrictions.

In addition, the impact of COVID-19 or other public health events may adversely affect the Debtors' operations or the health of their workforce and the workforces of their customers and service providers by rendering employees or contractors unable to work or unable to access the Debtors' their facilities for an indefinite period of time. There can be no assurance that the Debtors' personnel will not be impacted by these pandemic diseases, which may lead to a reduction in the Debtors' workforce productivity or increased medical costs or insurance premiums as a result of these health risks.

Though future and cumulative impacts from COVID-19 are uncertain due to the ongoing and dynamic nature of the circumstances, the Debtors have already experienced disruption to their business and operations. Beginning in March 2020 and continuing into the second quarter of 2020, in response to

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[9] Additional risk factors are provided in the Debtors' 10-K and 10-Q, filed with the SEC on February 20, 2020 and June 25, 2020, respectively.

industry impacts associated with COVID-19, the Debtors have begun to idle facilities and incrementally reduce their workforce by a substantial amount through layoffs and furloughs in order to better align their cost structure with current and expected market demand for their products and services. It is difficult to predict the extent to which the COVID-19 pandemic may further negatively affect the Debtors' business, including, without limitation, the Debtors' operating results, financial position and liquidity, the duration of any disruption of the Debtors' business, how and the degree to which the outbreak may impact the Debtors' customers, workforce, supply chain and distribution network, the health of the Debtors' employees, their insurance premiums, costs attributable to the Debtors' emergency measures, payments from customers and uncollectable accounts, limitations on travel, the availability of industry experts and qualified personnel and the market for the Debtors' securities. Any further impact will depend on future developments and new information that may emerge regarding the severity and duration of COVID-19 and the actions taken by authorities to contain it or treat its impact, all of which are beyond the Debtors' control. These potential impacts, while uncertain, could continue to adversely affect global economies and financial markets and result in a persistent economic downturn that could have an adverse effect on the industries in which the Debtors and their customers operate and on the demand for their products and services, their operating results and their future prospects.

3. The Debtors' Business and Financial Performance Depends on Well Completion Activity in the Oil and Natural Gas Industry.

Demand for frac sand is materially dependent on the levels of activity in oil and natural gas exploration, development and production, and more specifically, the number of oil and natural gas wells completed in geological formations where proppants are used in hydraulic fracturing treatments and the amount of frac sand customarily used in the completion of such wells.

Industry conditions that impact the activity levels of oil and natural gas producers are influenced by numerous factors over which the Debtors have no control, including:

- commodity prices;
- future economic returns and the cost of producing and delivering oil and natural gas;
- worldwide political, military, and economic conditions;
- governmental regulations, including the policies of governments regarding the exploration for and production and development of their oil and natural gas reserves;
- global weather conditions and natural disasters;
- stockholder activism or activities by non-governmental organizations to restrict the exploration, development, and production of oil and natural gas; and
- global or national health concerns, including health epidemics such as the outbreak of COVID-19 at the beginning of 2020.

In the midst of the ongoing COVID-19 pandemic, the Organization of Petroleum Exporting Countries and other oil producing nations ("OPEC+") struggled to reach an agreement on oil production quotas, at which point Saudi Arabia and Russia initiated efforts to aggressively increase production. The combination of these events created the unprecedented dual impact of a global oil demand decline coupled with the risk of a substantial increase in supply. NYMEX WTI oil spot prices decreased from a high of $63

per barrel in early January 2020 to a low of $14 per barrel in late March 2020, a level which had not been experienced since March 1999. While OPEC+ agreed in April 2020 to cut production and has agreed to extend production cuts through the end of July 2020, downward pressure on oil prices could continue for the foreseeable future. Although some market stabilization occurred in the second quarter of 2020, we cannot predict whether or when oil production and economic activities will return to normalized levels.

A reduction in oil and natural gas prices would further depress the level of oil and natural gas exploration, development, production and well completion activity, which could result in a corresponding decline in the demand for the frac sand the Debtors produce and deliver. In addition, any future decreases in the rate at which oil and natural gas reserves are developed, whether due to increase governmental regulation, limitations on exploration and production activity or other factors, could have a material adverse effect on the Debtors' business, even in a stronger oil and natural gas price environment. If there is a decrease in the demand for frac sand, the Debtors may be unable to sell or deliver volumes, or be forced to reduce their sales prices, any of which would reduce the amount of cash they generate.

4. The Debtors' Operations Are Subject to Operating Risks that Are Often Beyond Their Control and Could Adversely Affect Production Levels and Costs, and Such Risks May Not Be Covered by Insurance.

The Debtors' operations are subject to risks normally encountered in the oil field services and commercial silica industries, some of which are beyond their control, including the following:

- the pace of adoption of the Debtors' integrated logistics solutions;
- demand and pricing for the Debtors' integrated logistics solutions;
- the volume of frac sand the Debtors are able to buy and sell;
- the price at which the Debtors are able to buy and sell frac sand;
- the amount of frac sand the Debtors are able to timely deliver at the wellsite, which could be adversely affected by, among other things, logistics constraints, weather, or other delays at the wellsite or transloading facility;
- changes in prevailing economic conditions, including the extent of changes in crude oil, natural gas and other commodity prices;
- the amount of frac sand the Debtors are able to excavate and process, which could be adversely affected by, among other things, operating difficulties, cave-ins, pit wall failures, rock falls and unusual or unfavorable geologic conditions;
- changes in the price and availability of natural gas or electricity;
- inability to obtain necessary equipment or replacement parts;
- changes in railroad infrastructure, price, capacity, and availability, including the potential for rail line disruptions;
- changes in road infrastructure, including the potential for trucking and other transportation disruptions;

- changes in the price and availability of transportation;

  extensive regulation of trucking services;

- changes in, and volatility of, fuel prices;

- availability of or failure of the Debtors' contractors, partners, and service providers to provide services at the agreed-upon levels or times;

- failure to maintain safe work sites at the Debtors' facilities or by third parties at their work sites;

- inclement or hazardous weather conditions, including flooding, and the physical impacts of climate change;

- environmental hazards, such as leaks and spills, as well as unauthorized discharges of fluids or other pollutants into the surface and subsurface environment;

- industrial and transportation related accidents;

- fires, explosions, or other accidents;

- difficulty collecting receivables;

- inability of the Debtors' customers to take delivery;

- changes in the product specifications requested by customers and the regional destinations for such product;

- difficulty or inability in obtaining, maintaining and renewing permits, including environmental permits or other licenses and approvals such as mining or water rights;

- facility shutdowns or restrictions in operations in response to environmental regulatory actions including but not limited to actions related to endangered species;

- systemic design or engineering flaws in the equipment the Debtors use to produce product and provide logistics services;

- changes in laws and regulations (or the interpretation or enforcement thereof) related to the mining and hydraulic fracturing industries, silica dust exposure or the environment;

- the outcome of litigation, claims or assessments, including unasserted claims;

- challenges to or infringement upon the Debtors' intellectual property rights;

- labor disputes and disputes with the Debtors' third-party contractors;

- inability to attract and retain key personnel;

- cyber security breaches of the Debtors' systems and information technology;

- the Debtors' ability to borrow funds and access to capital markets;
- changes in the foreign currency exchange rates in the countries that the Debtors conduct business;
- changes in income tax rates, changes in income tax laws or unfavorable resolution of tax matters; and
- changes in the political environment of the geographical areas in which the Debtors and their customers operate.

To the extent any or all of these risks eventuate, the Debtors' ability to provide oil-field services and their production levels of frac sands could be negatively impacted, which could have a material adverse effect on the Debtors' business, financial condition, results of operations, and cash flows.

5. The Debtors' Future Performance Will Depend on Their Ability to Succeed in Competitive Markets, and on Their Ability to Appropriately React to Potential Fluctuations in The Demand for Logistics and Wellsite Services, as Well as The Supply of Frac Sand.

The Debtors operate in a highly competitive market that is characterized by a small number of large, national companies and a larger number of small, regional or local companies in the production, distribution and logistics of frac sand. Competition in the industry is based on price, reliability of supply, transportation capabilities, product quality, performance and sand characteristics.

The Debtors compete with large, national companies such as U.S. Silica Holdings, Inc., Covia Holdings Corporation, Solaris Oilfield Infrastructure, Inc. and others. The Debtors' competitors may have greater financial and other resources than the Debtors do, may develop technology superior to the Debtors or may have production and distribution facilities or last mile delivery solutions that are significantly advantaged over the Debtors'. Should the demand for hydraulic fracturing services decrease, prices in the frac sand market could materially decrease as competitors may sell frac sand at below market prices. In addition, E&Ps and other providers of hydraulic fracturing services could compete directly with the Debtors, which may negatively impact pricing and demand for their frac sand and related services. Because the markets for their products and logistics services are typically local, the Debtors also compete with smaller regional or local companies. If demand for hydraulic fracturing services decreases and the supply of frac sand available in the market increases, prices in the frac sand market could continue to materially decrease. Furthermore, the Debtors' competitors may choose to consolidate, which could provide them with greater financial and other resources than the Debtors. The Debtors may not be able to compete successfully against their competitors in the future, and competition could have a material adverse effect on their business, financial condition, results of operations and cash flows.

6. The Debtors Face Distribution and Logistics Challenges in Their Business.

As oil and natural gas prices fluctuate, the Debtors' customers may shift their focus back and forth between different resource plays, some of which can be located in geographic areas that do not have well-developed transportation and distribution infrastructure systems. Transportation and logistics operating expenses comprise a significant portion of the Debtors' total delivered cost of sales. Therefore, serving their customers in these less-developed areas presents distribution and other operational challenges that may affect the Debtors' sales and negatively impact their operating costs. Disruptions in transportation services, including shortages of railcars or trucks, or a lack of developed infrastructure, could affect the Debtors'

ability to timely and cost effectively deliver to their customers and could provide a competitive advantage to competitors located in closer proximity to their customers. Additionally, increases in the price of transportation costs, including freight charges, fuel surcharges, terminal switch fees and demurrage costs, excess railcars or trucking rates could negatively impact operating costs if the Debtors are unable to pass those increased costs along to their customers. Failure to find long-term solutions to these logistics challenges could adversely affect the Debtors' ability to respond quickly to the needs of their customers or result in additional increased costs, and thus could negatively impact their results of operations and financial condition.

7. The Majority of the Debtors' Sales are Generated Under Contracts with Companies in The Oil and Natural Gas Industry. The Loss of A Contract Or Customer, A Significant Reduction in Purchases by Any Customer, The Debtors' Failure to Comply with Contract Terms, or the Debtors' Inability to Renegotiate, Renew, or Replace Their Existing Contracts on Favorable Terms Could, Individually or in The Aggregate, Adversely Affect The Debtors' Business, Financial Condition, and Results of Operations.

As of January 1, 2020, the Debtors have contracted to sell raw frac sand under long-term supply agreements to customers with remaining terms ranging from 3 to 60 months. For the year ended December 31, 2019, the Debtors generated 72% of their revenues from sales of frac sand to customers with whom they had long-term contracts. A substantial portion of the Debtors' logistics services are provided to customers with whom they have long-term agreements as defined in a MSA and related work orders.

Some of the Debtors' customers have exited or could exit the business, or have been or could be acquired by other companies that purchase frac sand or logistics services the Debtors provide from other third-party providers. The Debtors' current customers also may seek to acquire frac sand or logistics services from other providers that offer more competitive pricing or capture and develop their own sources of frac sand or logistics services. As a result of the recent COVID-19 outbreak or other adverse public health developments, including voluntary and mandatory quarantines, travel restrictions and other restrictions, the operations of our customers continue to experience delays or disruptions and temporary suspensions of operations. The loss of a customer or contract, or a reduction in the amount of frac sand or logistics services purchased by any customer, could have an adverse effect on the Debtors' business, financial condition and results of operations.

The Debtors' customers may fail to comply with the terms of their existing contracts. The Debtors' enforcement of specific contract terms may be limited by market dynamics and other factors, including the COVID-19 outbreak. A customer's failure to comply with contract terms or the Debtors' limited enforcement thereof could have an adverse effect on their business, financial condition and results of operations.

Upon the expiration of the Debtors' current contracts, their customers may not continue to purchase the same levels of frac sand or logistics services due to a variety of reasons. In addition, the Debtors may choose to renegotiate their existing contracts on less favorable terms or at reduced volumes in order to preserve relationships with their customers. Upon the expiration of their current contract terms, the Debtors may be unable to renew their existing contracts or enter into new contracts on terms favorable to them, or at all. Any renegotiation of their contracts on less favorable terms, or inability to enter into new contracts on economically acceptable terms upon the expiration of their current contracts, could have an adverse effect on the Debtors' business, financial condition and results of operations.

8. The Debtors' Long-Term Contracts May Preclude Them from Mitigating the Effect of Increased Operational Costs During the Term of Their Long-Term Contracts, Even Though Certain Volumes Under Certain of Their Long-Term Contracts Are Subject to Annual Fixed Price Escalators or Other Pricing Adjustment Mechanisms.

The pricing arrangements under the Debtors' long-term supply contracts may negatively impact their results of operations. If the Debtors' operational costs increase during the terms of their long-term supply contracts, they may not be able to pass any of those increased costs to their customers. If they are unable to otherwise mitigate these increased operational costs, their net income could decline. Additionally, in periods with increasing prices, the Debtors' sales may not keep pace with market prices.

9. The Debtors Are Subject to the Credit Risk of Their Customers, and Any Material Nonpayment or Nonperformance by the Debtors' Customers Could Adversely Affect Their Financial Results.

The Debtors are subject to the risk of loss resulting from nonpayment or nonperformance by their customers, whose operations are concentrated in a single industry, the global oil and natural gas industry, which is subject to recent extreme volatility and, therefore, credit risk due to the recent actions of Saudia Arabia and Russia, which resulted in a substantial decrease in oil and natural gas prices during the first quarter of 2020 and into the second quarter of 2020, and the global outbreak of COVID-19, which has reduced demand for oil and natural gas because of significantly reduced global and national economic activity. In particular, as a result of the recent extreme volatility in oil and natural gas prices and ongoing uncertainty in the global economic environment, including the global outbreak of COVID-19, their customers may not be able to fulfill their existing commitments or access financing necessary to fund their current or future obligations. The Debtors' credit procedures and policies may not be adequate to fully eliminate customer credit risk. If they fail to adequately assess the creditworthiness of existing or future customers or unanticipated deterioration in their creditworthiness, any resulting increase in nonpayment or nonperformance by them and the Debtors' inability to re-market or otherwise sell the volumes could have a material adverse effect on their business, financial condition and results of operations.

10. The Debtor' Expansion or Modification of Existing Assets, or the Construction of New Assets, May Not Result in Revenue Increases and May Be Subject to Regulatory, Environmental, Political, Legal, and Economic Risk, Which Could Adversely Affect the Debtors' Results of Operations and Financial Condition.

The construction of new facilities, additions or modifications to the Debtors' existing facilities, or equipment may require the expenditure of significant amounts of capital. If the Debtors undertake these projects, they may not be completed on schedule or at the budgeted cost or at all. Moreover, upon the expenditure of future funds on a particular project, the Debtors' revenues may not increase immediately, or as anticipated, or at all. For instance, the Debtors may construct new facilities or equipment over an extended period of time and will not receive any material increases in revenues until the projects are completed. Moreover, the Debtors may expend capital to capture anticipated future growth in a location in which such growth does not materialize. Since the Debtors are not engaged in the hydraulic fracturing process, they may be unable to accurately predict the extent of well completion activity to take place in future periods. To the extent the Debtors rely on estimates of future levels of well completion activity in any decision to construct facilities or equipment, such estimates may prove to be inaccurate because there are numerous uncertainties inherent in forecasting levels of well completion activity. In addition, the Debtors' assets may be subject to numerous regulatory, environmental, political and legal uncertainties, which could negatively impact the Debtors' ability to capture anticipated economic benefits. The Debtors' expansion or modification of existing or new assets may not be able to attract enough throughput to achieve

their expected investment return, which could adversely affect their business, financial condition and results of operations.

11. The Debtors May be Adversely Affected by Decreased Demand for Raw Frac Sand Due to the Development of Either Effective Alternative Proppants or New Processes to Replace Hydraulic Fracturing.

Raw frac sand is a proppant used in the completion and re-completion of oil and natural gas wells to stimulate and maintain oil and natural gas production through the process of hydraulic fracturing. Raw frac sand is the most commonly used proppant and is less expensive than other proppants, such as resin-coated sand and manufactured ceramics. A significant shift in demand from frac sand, including from the types of raw frac sand product that the Debtors produce and sell to other proppants, or the development of new processes to replace hydraulic fracturing altogether, could cause a decline in the demand for the frac sand the Debtors produce and result in a material adverse effect on their financial condition and results of operation.

12. Any Adverse Developments at the Debtors' Production Facilities or Which Impact the Debtors' Logistics and Wellsite Operations Could Have an Adverse Effect on Their Financial Condition and Results of Operations.

Any adverse development at the Debtors' production facilities or which impact their logistics and wellsite operations, due to catastrophic events, weather or any other event that would cause them to curtail, suspend or terminate operations, could result in the Debtors being unable to meet their contracted sand deliveries or other service commitments to their customers. If the Debtors are unable to deliver contracted volumes within the required time frame they could be required to pay make-whole payments to their customers that could have an adverse effect on their financial condition and results of operations. If the Debtors are unable to provide supply from their production facilities or unable to fulfill logistics service commitments there could be an adverse effect on the Debtors' business, financial condition and results of operations.

13. Inaccuracies in Estimates of Volumes and Qualities of the Debtors' Sand Reserves Could Result in Lower Than Expected Sales and Higher Than Expected Production Costs.

John T. Boyd Company ("John T. Boyd"), the Debtors' independent reserve engineers, prepared estimates of their reserves based on engineering, economic and geological data assembled and analyzed by the Debtors' engineers and geologists. However, frac sand reserve estimates are by nature imprecise and depend to some extent on statistical inferences drawn from available data, which may prove unreliable. There are numerous uncertainties inherent in estimating quantities and qualities of reserves and non-reserve frac sand deposits and costs to mine recoverable reserves, including many factors beyond the Debtors' control. Estimates of economically recoverable frac sand reserves necessarily depend on a number of factors and assumptions, all of which may vary considerably from actual results, such as:

- geological and mining conditions and/or effects from prior mining that may not be fully identified by available data or that may differ from experience;
- assumptions concerning future prices of frac sand, operating costs, mining technology improvements, development costs and reclamation costs; and

- assumptions concerning future effects of regulation, including the issuance of required permits and taxes by governmental agencies.

Any inaccuracy in John T. Boyd's estimates related to the Debtors' frac sand reserves and non-reserve frac sand deposits could result in lower than expected sales and higher than expected costs. For example, John T. Boyd's estimates of the Debtors' proven reserves assume that their revenue and cost structure will remain relatively constant over the life of their reserves. If these assumptions prove to be inaccurate, some or all of their reserves may not be economically mineable, which could have a material adverse effect on their results of operations and cash flows. In addition, the Debtors pay a fixed price per ton of sand excavated regardless of the quality of the frac sand, and their current customer contracts require them to deliver frac sand that meets certain specifications. If John T. Boyd's estimates of the quality of the Debtors' reserves, including the volumes of the various specifications of those reserves, prove to be inaccurate, the Debtors may incur significantly higher excavation costs without corresponding increases in revenues, they may not be able to meet their contractual obligations, or their facilities may have a shorter than expected reserve life, which could have a material adverse effect on the Debtors' results of operations and cash flows.

14. The Debtors' Operations Are Dependent on Their Rights and Ability to Mine Their Properties and on Their Having Received or Renewed the Required Permits and Approvals from Governmental Authorities and Other Third Parties.

The Debtors hold and will seek numerous governmental, environmental, mining and other permits, water rights, and approvals authorizing operations. For their extraction and processing, the permitting process is subject to federal, state and local authority. For example, on the federal level, a Mine Identification Request (MSHA Form 7000-51) must be filed and obtained before mining commences. If wetlands are implicated, a Corps Wetland Permit is required. At the state level, a series of permits and approvals are required related to air quality, wetlands, water quality (waste water, stormwater), grading permits, endangered species, archaeological assessments, and high capacity wells in addition to others depending upon site-specific factors and operational detail. At the local level, zoning, building, stormwater, erosion control, wellhead protection, road usage and access, among other matters may be regulated and require permitting or approval to some degree. Additionally, a non-metallic mining reclamation permit is required for the Debtors' Wisconsin production facilities while an Aggregate Production Operations permit is required for their Texas production facilities. A decision by a governmental agency or other third party to deny or delay issuing a new or renewed permit or approval, or to revoke or substantially modify an existing permit or approval, could have a material adverse effect on the Debtors' ability to commence or continue related operations.

Title to, and the area of, mineral properties and water rights may also be disputed. Mineral properties sometimes contain claims or transfer histories that examiners cannot verify. Legal challenges successfully claiming that the Debtors do not have title to their property or lack appropriate water rights could cause the Debtors to lose any rights to explore, develop, and extract minerals, without compensation for their prior expenditures relating to such property. The Debtors' business may suffer a material adverse effect in the event they have title deficiencies.

In some instances, the Debtors have received access rights or easements from third parties, which allow for a more efficient operation than would exist without the access or easement. Such third party could take legal action to restrict or suspend the access or easement or could refuse to renew such rights of access or easements upon their contractual expiration, and any such action could be materially adverse to the Debtors' business, results of operations or financial condition.

15. Laws and Regulations Relating to Hydraulic Fracturing Could Increase the Debtors' Costs of Doing Business and Result in Additional Operating Restrictions, Delays, or Cancellations in Completion of New Oil and Natural Gas Wells by the Debtors' Customers, Which Could Cause a Decline in the Demand for the Debtors' Frac Sand and Have a Material Adverse Effect on Their Business, Financial Condition, and Results of Operations.

Although the Debtors do not directly engage in hydraulic fracturing activities, their customers purchase their frac sand for use in their hydraulic fracturing activities. Hydraulic fracturing is currently generally exempt from regulation under the federal Safe Drinking Water Act ("SDWA") Underground Injection Control ("UIC") program and is typically regulated by state oil and natural gas commissions or similar agencies. However, the practice of hydraulic fracturing continues to be controversial in certain parts of the country, resulting in increased scrutiny and regulation of the fracturing process, including by federal agencies that have asserted regulatory authority or pursued investigations over certain aspects of the hydraulic fracturing process. For example, the EPA has asserted regulatory authority pursuant to the SDWA UIC program over hydraulic fracturing activities involving the use of diesel and issued guidance covering such activities as well as published an Advanced Notice of Proposed Rulemaking regarding reporting of the chemical substances and mixtures used in hydraulic fracturing under the federal Toxic Substance Control Act. Additionally, the EPA has published an effluent limit guideline final rule prohibiting the discharge of wastewater from onshore unconventional oil and natural gas extraction facilities to publicly owned wastewater treatment plants. The federal Bureau of Land Management published a final rule in 2015 that established new or more stringent standards for performing hydraulic fracturing on federal and Indian lands but the bureau rescinded the 2015 rule in late 2017; however, litigation challenging the bureau's decision to rescind the 2015 rule remains pending in federal district court. Also, in late 2016, the EPA released its final report on the potential impacts of hydraulic fracturing on drinking water resources, concluding that "water cycle" activities associated with hydraulic fracturing may impact drinking water resources under some circumstances.

From time to time, Congress has considered legislation to provide for federal regulation of hydraulic fracturing under the SDWA and to require disclosure of the chemicals used in the hydraulic fracturing process but no comprehensive hydraulic fracturing legislation at the federal level has been implemented to date. However, concern over the threat of climate change has resulted in the making of pledges by certain candidates seeking the office of the President of the United States in 2020 to ban hydraulic fracturing of oil and natural gas wells and ban new leases for production of minerals on federal properties, including onshore lands and offshore waters.

In addition, some state and local governments have adopted, and other governmental entities are considering adopting, increased regulatory oversight of hydraulic fracturing through additional restrictions on hydraulic fracturing, including states where the Debtors or their customers operate. For example, Texas, New Mexico, Oklahoma, Pennsylvania and North Dakota, among others, have adopted regulations that impose new or more stringent permitting, disclosure, disposal and well construction requirements on hydraulic fracturing operations. Also, in April 2019, the Governor of Colorado signed Senate Bill 19-181 into law, which legislation, among other things, revises the mission of the state oil and gas agency from fostering energy development in the state to instead focusing on regulating the oil and natural gas industry in a manner that is protective of public health and safety and the environment, as well as authorizing cities and counties to regulate oil and natural gas operations within their jurisdiction as they do other developments. Among other things, the Colorado oil and gas agency will consider enhanced safety and environmental protections during well development operations, including drilling and hydraulic fracturing activities. States could also elect to place certain prohibitions on hydraulic fracturing, following the

approach taken by the States of Maryland, New York and Vermont. Local governments also may seek to adopt ordinances to regulate or severely restrict the time, place and manner of hydraulic fracturing activities within their jurisdictions. Moreover, non-governmental organizations may seek to restrict hydraulic fracturing. For example, notwithstanding the adoption of Colorado Senate Bill 19-181 in 2019, one or more interest groups in Colorado have already filed new ballot initiatives with the state in January 2020, in hopes of extending drilling setbacks from oil and gas development.

Increased regulation and attention given to the hydraulic fracturing process could lead to greater opposition to oil and natural gas production activities using hydraulic fracturing techniques. The adoption of new or more stringent laws or regulations at the federal, state and local levels imposing reporting obligations on, or otherwise limiting or delaying, the hydraulic fracturing process could make it more difficult to complete oil and natural gas wells, increase the Debtors' customers' costs of compliance and doing business and otherwise adversely affect the hydraulic oil and natural gas fracturing services they perform, which could negatively impact demand for the Debtors' frac sand. Also, presidential executive orders could be issued seeking to further restrict or ban hydraulic fracturing activities or new leases for production of minerals on federal properties and heightened political, regulatory, and public scrutiny of hydraulic fracturing practices could expose the Debtors' or their customers to increased legal and regulatory proceedings, which could be time-consuming, costly or result in substantial legal liability or significant reputational harm. The Debtors could be directly affected by adverse litigation involving the Debtors, or indirectly affected if the cost of compliance limits the ability of the Debtors' customers to operate. Such costs and scrutiny could directly or indirectly, through reduced demand for the Debtors' frac sand, have a material adverse effect on the Debtors' business, financial condition and results of operations.

16. A Facility Closure or Long-Term Idling Entails Substantial Costs, and If the Debtors Close Their Production Facilities Sooner Than Anticipated, Their Results of Operations May Be Adversely Affected.

In January 2019, the Augusta facility was idled. In August 2019, the Debtors reduced the hours of operations at the Whitehall facility and in April 2020 it was idled. Also, in April 2020, the Debtors idled the Blair facility and one of the Kermit facilities.

The closure or long-term idling of a production facility could involve significant fixed closure costs, including accelerated employment legacy costs, severance-related obligations, reclamation and other environmental costs and the costs of terminating long-term obligations, including energy contracts and equipment leases. The Debtors accrue for the costs of reclaiming open pits, stockpiles, non-saleable sand, ponds, roads and other mining support areas over the estimated mining life of their property. They base their assumptions regarding the life of their production facilities on detailed studies that the Debtors perform from time to time, but their studies and assumptions may not prove to be accurate. If the Debtors were to reduce the estimated life of their production facilities, the fixed facility closure costs would be applied to a shorter period of production, which would increase production costs per ton produced and could materially and adversely affect their results of operations and financial condition.

Applicable statutes and regulations require that mining property be reclaimed following a mine closure in accordance with specified standards and an approved reclamation plan. The plan addresses matters such as removal of facilities and equipment, regrading, minimizing or preventing erosion and limiting the potential for sediment run-off into surface waters other forms of water pollution, re- vegetation and post-mining land use. The Debtors are required to post a surety bond or other form of financial assurance equal to the cost of reclamation as set forth in the approved reclamation plan. The establishment of the final mine closure reclamation liability is based on permit requirements and requires various estimates

and assumptions, principally associated with reclamation costs and production levels. If the Debtors' accruals for expected reclamation and other costs associated with facility closures for which they will be responsible were later determined to be insufficient, their business, results of operations and financial condition would be adversely affected.

17. Given the Nature of the Debtors' Frac Sand Mining and Processing Operations, They Face a Material Risk of Liability, Delays, and Increased Cash Costs of Production from Environmental and Industrial Accidents as Well as Due to Operational Breakdowns.

The Debtors' business involves significant risks and hazards, including environmental hazards, industrial accidents and breakdowns of equipment and machinery. Their business is exposed to hazards associated with frac sand mining, processing and the related storage, handling and transportation of raw materials, products and wastes. Furthermore, during operational breakdowns, the relevant facility may not be fully operational within the anticipated timeframe, which could result in further business losses. The occurrence of any of these or other hazards could delay production, suspend operations, increase repair, maintenance or medical costs and, due to the integration of the Debtors' facilities, could have an adverse effect on the productivity and profitability of a particular facility or on their business as a whole. Incidents of this nature have occurred in the past and may happen again in the future. The Debtors have insurance policies for industrial, environmental and other accidents, but such policies are limited by their terms and may not cover certain risks in their entirety or at all.

18. The Debtors' Production Process Consumes Large Amounts of Natural Gas and Electricity. An Increase in the Price or a Significant Interruption in the Supply of These or Any Other Energy Sources Could Have a Material Adverse Effect on the Debtors' Financial Condition or Results of Operations.

Energy costs, primarily natural gas and electricity, represented 2% of the Debtors' total sales and 12% of their total production costs during the year ended December 31, 2019. Natural gas is the primary fuel source used for drying in the frac sand production process and, as such, the Debtors' profitability is impacted by the price and availability of natural gas they purchase from third parties. Because the Debtors have not contracted for the provision of natural gas on a fixed-price basis, their costs and profitability will be impacted by fluctuations in prices for natural gas. The price and supply of natural gas are unpredictable and can fluctuate significantly based on international, political and economic circumstances, as well as other events outside the Debtors' control, such as changes in supply and demand due to weather conditions, actions by OPEC and other oil and natural gas producers, regional production patterns and environmental concerns. In addition, potential climate change regulations or carbon or emissions taxes could result in higher production costs for energy, which may be passed on to the Debtors in whole or in part. The price of natural gas has been extremely volatile over the last several years. In order to manage this risk, the Debtors may hedge natural gas prices through the use of derivative financial instruments, such as forwards, swaps and futures. However, these measures carry risk (including nonperformance by counterparties) and do not in any event entirely eliminate the risk of decreased margins as a result of natural gas price increases. A significant increase in the price of energy that is not recovered through an increase in the price of the Debtors' products or covered through hedging arrangements or an extended interruption in the supply of natural gas or electricity to their production facilities could have a material adverse effect on the Debtors' business, financial condition, results of operations, cash flows and prospects.

19. Seasonal and Severe Weather Conditions Could Have a Material Adverse Impact on the Debtors' Business.

The Debtors' business could be materially adversely affected by seasonal and severe weather conditions. Severe weather conditions may affect the Debtors' customers' operations, thus reducing their need for the Debtors' products or ability to take delivery of the Debtors' product at the terminal or the wellsite, or impact the Debtors' operations by resulting in weather-related damage to their facilities and equipment and impact their customers' ability to take delivery of the Debtors' products at their plant site. For example, severe winter weather conditions impact the Debtors' Wisconsin operations by causing them to halt their excavation and wet-plant-related production activities during the winter months. During non-winter months, the Debtors excavate and process excess sand to build a sufficient washed sand stockpile that feeds the dry plant. Unexpected winter conditions (e.g., if winter conditions come earlier than expected or last longer than expected) may result in the Debtors not having a sufficient sand stockpile to supply feedstock for their dry plant during winter months, which could result in the Debtors being unable to meet their contracted sand deliveries during such time and lead to a material adverse effect on their business, financial condition, results of operations and reputation.

Additionally, some scientists have concluded that increasing concentrations of GHGs in the atmosphere may produce climate changes that have significant physical effects, such as increased frequency and severity of storms, droughts, floods and other climate events. Any weather-related interference with the Debtors' operations could force them to delay or curtail services and potentially breach their contractual obligations to deliver minimum volumes or result in a loss of productivity and an increase in their operating costs.

20. Diminished Access to Water May Adversely Affect the Debtors' Operations.

The excavation and processing activities in which the Debtors engage require significant amounts of water, of which they seek to recycle a significant percentage in their operating process. As a result, securing water rights and water access to sufficient volumes of water is necessary for the operation of the Debtors' processing facilities. If future excavation and processing activities are located in an area that is water-constrained, there may be additional costs associated with securing sufficient water access. The Debtors have obtained water rights that they currently use to service the activities on their properties, and they plan to obtain all required water rights to service other properties they may develop or acquire in the future. However, the amount of water that the Debtors are entitled to use pursuant to their water rights must be determined by the appropriate regulatory authorities in the jurisdictions in which they operate. Such regulatory authorities may amend the regulations regarding such water rights, increase the cost of maintaining such water rights or eliminate their current water rights, and the Debtors may be unable to retain all or a portion of such water rights. These new regulations, which could also affect local municipalities and other industrial operations, could have a material adverse effect on the Debtors' operating costs if implemented. Such changes in laws, regulations or government policy and related interpretations pertaining to water rights may alter the environment in which the Debtors do business, which may have an adverse effect on their financial condition and results of operations. Additionally, one or more water discharge permits may be required to properly dispose of water, including wastewater and stormwater at the Debtors' processing sites. The water discharge permitting process is also subject to regulatory discretion, and any inability or delay in obtaining the necessary permits could have an adverse effect on the Debtors' business, financial condition and results of operations.

21. A Shortage of Skilled Labor Together with Rising Labor Costs in the Industry May Further Increase Operating Costs, Which Could Adversely Affect the Debtors' Results of Operations.

Efficient sand production and delivery requires skilled laborers, preferably with several years of experience and proficiency in multiple tasks. The Debtors' operations also utilize third-party contractors. There may be a shortage of skilled labor required throughout the Debtors' operations in various locations. If the shortage of experienced skilled labor continues or worsens, the Debtors may find it difficult to retain or replace third-party contractors, and they may be unable to retain, attract and hire or train the necessary number of skilled laborers to perform their own operations. In either event, there could be an adverse impact on the Debtors' labor productivity and costs and their ability to conduct operations.

22. The Debtors Do Not Own the Land on Which the Majority of Their Terminal Facilities Are Located, Which Could Disrupt Their Operations.

The Debtors do not own the land on which the majority of their terminals are located and instead own leasehold interests and rights-of-way for the operation of these facilities. Upon expiration, termination or other lapse of their current leasehold terms, the Debtors may be unable to renew their existing leases or rights-of-way on terms favorable to them, or at all. Any renegotiation on less favorable terms or inability to enter into new leases on economically acceptable terms upon the expiration, termination or other lapse of the Debtors' current leases or rights-of-way could cause them to cease operations on the affected land, increase costs related to continuing operations elsewhere and have a material adverse effect on their business, financial condition and results of operations.

23. Disruption of Transportation Services or Fluctuations in Transportation Costs Could Reduce Revenues by Impeding the Debtors' Ability to Deliver Product or Services to Their Customers.

Transportation costs represent a significant portion of the total delivered cost of frac sand for the Debtors' customers and, as a result, the cost of transportation is a critical factor in a customer's purchasing decision. Disruption of transportation services due to shortages of rail cars or trucks, weather-related problems, flooding, drought, accidents, mechanical difficulties, strikes, lockouts, bottlenecks or other events could temporarily impair the Debtors' ability to supply their customers through their logistics network of rail-based terminals or their last mile operations or, if their customers are not using their transportation services, the ability of their customers to take delivery of frac sand. Accordingly, if there are disruptions of the rail transportation or trucking services utilized by the Debtors or their customers, the Debtors' business could be adversely affected.

24. The Debtors Are Subject to Cyber Security Risks. A Cyber Incident Could Occur and Result in Information Theft, Data Corruption, Operational Disruption and/or Financial Loss.

The oil and natural gas industry has become increasingly dependent on digital technologies to conduct certain processing activities. For example, the Debtors depend on digital technologies to perform many of their services and to process and record financial and operating data. In addition, in the ordinary course of their business, the Debtors collect and store sensitive data, including their proprietary business information and personally identifiable information of their employees in their data centers and on their networks. The secure processing, maintenance and transmission of this information is important to the Debtors' operations. At the same time, cyber incidents, including deliberate attacks, have increased. The U.S. government has issued public warnings that indicate that energy assets might be specific targets of

cyber security threats. The Debtors' technologies, systems and networks, and those of their vendors, suppliers and other business partners, may become the target of cyber-attacks or information security breaches that could result in the unauthorized release, gathering, monitoring, misuse, loss or destruction of proprietary and other information, or other disruption of business operations. In addition, certain cyber incidents, such as surveillance, may remain undetected for an extended period. The Debtors' systems and insurance coverage for protecting against cyber security risks may not be sufficient. As cyber incidents continue to evolve, the Debtors will likely be required to expend additional resources to continue to modify or enhance their protective measures or to investigate and remediate any vulnerability to cyber incidents. The audit committee is responsible for cyber oversight.

25. The Debtors and Their Customers Are Subject to Extensive Environmental and Occupational Health and Safety Laws and Regulations That Impose, and Will Continue to Impose, Significant Costs and Liabilities. In Addition, Future New or Amended Legal Requirements, or More Stringent Interpretation or Enforcement of Existing Requirements, Could Increase Those Costs and Liabilities, Which Could Adversely Affect the Debtors' Results of Operations.

The Debtors are subject to extensive federal, state, and local environmental and occupational health and safety laws and regulations governing the mining and mineral processing industry, including among other things, those relating to health and safety aspects of their operations, environmental permitting and licensing, air emissions and water discharges, water pollution and soil and groundwater contamination, waste management, hazardous materials, land use, remediation, reclamation and restoration of properties, wildlife protection, and natural resources. These laws and regulations, and the permits implemented thereunder have had, and will continue to have, a significant effect on the Debtors' business. Environmental laws may impose substantial penalties for noncompliance, and certain of these laws, such as CERCLA, may impose strict, retroactive, and joint and several liability for the removal or remediation of releases of hazardous substances or property contamination, regardless of whether the Debtors or third parties were responsible for such release and even if the Debtors' conduct was lawful at the time it occurred. Additionally, the Debtors may incur liability associated with releases of materials into the environment or for injuries to persons or damages to properties and natural resources, and such liability may potentially impair their ability to conduct their operations.

Any failure by the Debtors to comply with applicable environmental laws and regulations may cause governmental authorities to take actions that could adversely impact their operations and financial condition, including:

- issuance of sanctions, including administrative, civil, and criminal penalties;
- denial, modification, or revocation of permits or other authorizations;
- imposition of injunctive obligations or other limitations on the Debtors' operations, including cessation of operations; and
- requirements to perform site investigatory, remedial, of other corrective actions

Any such regulations could require the Debtors to modify existing permits or obtain new permits, implement additional pollution control technology, curtail operations, increase significantly their operating costs, or impose additional operating restrictions among their customers that reduce demand for their products and services.

Environmental laws and regulations are subject to change in the future, possibly resulting in more stringent legal requirements that could restrict the Debtors' ability to expand their facilities or extract their mineral deposits or could require the Debtors to acquire costly equipment or to incur other significant expenses in connection with their business. If existing regulatory requirements or enforcement policies change or new regulatory or enforcement initiatives are developed and implemented in the future, the Debtors or their customers may be required to make significant, unanticipated capital and operating expenditures, which costs and expenditures could have a material adverse effect on the Debtors. Examples of recent environmental regulations include the following:

- Ground-Level Ozone Standards. In 2015, the EPA issued a final rule under the CAA, lowering the National Ambient Air Quality Standard ("NAAQS") for ground-level ozone to 70 parts per billion under both the primary and secondary standards to provide requisite protection of public health and welfare, respectively. Since that time, the EPA issued area designations with respect to ground-level ozone and issued final requirements that apply to state, local and tribal air agencies for implementing the 2015 NAAQS for ground-level ozone. State implementation of the revised standard could, among other things, require installation of new emission controls on some of the Debtors' or their customers' equipment, result in longer permitting timelines, and significantly increase the Debtors' or their customers' capital expenditures and operating costs.

- Federal Jurisdiction over Waters of the United States. In 2015, the EPA and U.S. Army Corps of Engineers ("Corps") under the Obama Administration released a final rule outlining federal jurisdictional reach under the Clean Water Act over waters of the United States, including wetlands. In 2017, the EPA and the Corps under the Trump Administration agreed to reconsider the 2015 rule and, thereafter, on October 22, 2019, the agencies published a final rule made effective on December 23, 2019, rescinding the 2015 rule. On January 23, 2019, the two agencies issued a final rule re-defining such jurisdiction, which redefinition is narrower than found in the 2015 rule. Upon being published in the Federal Register and the passage of 60 days thereafter, the January 23, 2020 final rule will become effective, at which point the United States will be covered under a single regulatory scheme as it relates to federal jurisdictional reach over waters of the United States. However, there remains the expectation that the January 23, 2020 final rule also will be legally challenged in federal district court. To the extent that any challenge to the January 23, 2020 final rule is successful and the 2015 rule or a revised rule expands the scope of the Clean Water Act's jurisdiction in areas where the Debtor or their customers conduct operations, the Debtors or their customers could incur increased costs and delays or cancellations, which could reduce demand for the Debtors' products and services.

The Debtors may not be able to comply with any new or amended environmental or worker health and safety laws and regulations, and any such new or amended laws and regulations could have a material adverse effect on their operating results by requiring the Debtors to modify their operations or equipment or shut down their facilities. Additionally, the Debtors' customers may not be able to comply with new or amended environmental or worker health and safety laws and regulations, which could cause their customers to curtail or cease their operations, which could significantly reduce the demand for the Debtors' products and services. The Debtors cannot at this time reasonably estimate their costs of compliance or the timing of any costs associated with any new or amended environmental or worker health and safety laws and regulations, or any material adverse effect that any such standards will have on their customers and, consequently, on their operations.

26. Silica-Related Legislation, Health Issues and Litigation Could Have a Material Adverse Effect on the Debtors' Business, Reputation or Results of Operations.

The Debtors are subject to laws and regulations relating to human exposure to crystalline silica. Several federal and state regulatory authorities, including MSHA and OSHA, may continue to propose and implement changes in their regulations regarding workplace exposure to crystalline silica, such as permissible exposure limits and required controls and personal protective equipment. For example, in 2016, OSHA published a final rule that established a more stringent permissible exposure limit for respirable crystalline silica and provided other provisions to protect employees, such as requirements for exposure assessments, methods for controlling exposure, respiratory protection, medical surveillance, hazard communication, and recording. Compliance with most aspects of the 2016 rule relating to hydraulic fracturing was required by June 2018, and the 2016 rule further requires compliance with engineering control obligations to limit exposures to respirable crystalline silica in connection with hydraulic fracturing activities by June 2021. While compliance with the requirements of the 2016 rule may result in significant operating costs or capital expenditures, the Debtors do not expect such compliance will have a material adverse effect on their results of operations. In the event and to the extent that additional legal requirements with respect to limiting human exposure to crystalline silica are adopted in the future, the Debtors may not be able to comply with such new legal requirements, and any such new requirements could have a material adverse effect on their operating results by requiring them to modify or cease their operations.

27. The Debtors Are Subject to the MSH Act and the OSH Act, Both of Which Impose Stringent Health and Safety Standards on Numerous Aspects of Their Operations.

The Debtors' operations are subject to the MSH Act, as amended by the Mine Improvement and New Emergency Response Act of 2006, as well as the OSH Act, including but not limited to the OSHA rule imposing more stringent requirements regarding respirable crystalline silica that was published in 2016 and most of which requirements became effective in June 2018. The MSH Act and the OSH Act impose stringent health and safety standards on numerous aspects of the Debtors' operations inclusive of mineral extraction and processing operations, transportation and transloading of silica and delivery of silica sand to wellsites. These standards include the training of personnel, operating procedures, operating and safety equipment, and other matters. The Debtors' failure to comply with such standards or changes in such standards or the reinterpretation or more stringent enforcement thereof, could have a material adverse effect on their business and financial condition or otherwise impose significant restrictions on their ability to conduct operations.

28. The Debtors and Their Customers Are Subject to Other Extensive Regulations, Including Plant and Wildlife Protection and Reclamation Regulation, That Impose, and Will Continue to Impose, Significant Costs and Liabilities. In Addition, Future Regulations, or More Stringent Enforcement of Existing Regulations, Could Increase Those Costs and Liabilities, Which Could Adversely Affect the Debtors' Results of Operations.

In addition to the regulatory matters described above in other risk factors, the Debtors and their customers are subject to other extensive laws and regulations on matters such as plant and wildlife protection, wetlands protection, reclamation and restoration activities at mining properties after mining is completed, the discharge of materials into the environment, and the effects that mining and hydraulic fracturing have on groundwater quality and availability. The Debtors' future success depends, among other things, on the quantity and quality of their frac sand deposits, their ability to extract these deposits profitably, and their customers being able to operate their businesses as they currently do.

In order to obtain permits and renewals of permits with respect to these other regulatory matters in the future, the Debtors may be required to prepare and present data to governmental authorities pertaining to the potential adverse impact that any proposed excavation or production activities, individually or in the aggregate, may have on the environment. Certain approval procedures may require preparation of archaeological surveys, endangered species studies, and other studies to assess the environmental impact of new sites or the expansion of existing sites. Compliance with these regulatory requirements is expensive and significantly lengthens the time needed to develop a site. Finally, obtaining or renewing required permits is sometimes hindered due to community opposition and other factors beyond the Debtors' control. The denial of a permit essential to their operations or the imposition of conditions with which it is not practicable or feasible to comply could impair or prevent their ability to develop or expand a site. Significant opposition to a permit by neighboring property owners, members of the public, or other third parties, or delay in the environmental review and permitting process also could delay or impair the Debtors' ability to develop or expand a site. New legal requirements, including those related to the protection of the environment, could be adopted that could materially adversely affect the Debtors' mining operations (including their ability to extract or the pace of extraction of mineral deposits), their cost structure, or their customers' ability to use the Debtors' frac sand. Such current or future regulations could have a material adverse effect on the Debtors' business and they may not be able to obtain or renew permits in the future.

29. The Debtors' Inability to Acquire, Maintain or Renew Financial Assurances Related to the Reclamation and Restoration of Mining Property Could Have a Material Adverse Effect on Their Business, Financial Condition and Results of Operations.

The Debtors are generally obligated to restore property in accordance with regulatory standards and their approved reclamation plan following the completion of mining activities at the property. The Debtors are required under federal, state, and local laws to maintain financial assurances, such as surety bonds, to secure such obligations. The inability to acquire, maintain or renew such assurances, as required by federal, state, and local laws, could subject the Debtors to fines and penalties as well as the revocation of their operating permits. Such inability could result from a variety of factors, including:

- The lack of availability, higher expense, or unreasonable terms of such financial assurances;
- The ability of current and future financial assurance counterparties to increase required collateral; and
- The exercise by financial assurance counterparties of any rights to refuse to renew the financial assurance instruments.

The Debtors' inability to acquire, maintain, or renew necessary financial assurances related to the reclamation and restoration of mining property could have a material adverse effect on their business, financial conditions, and results of operations.

D. RISKS ASSOCIATED WITH FORWARD-LOOKING STATEMENTS

1. The Financial Information Contained Herein Is Based on the Debtors' Books and Records and, Unless Otherwise Stated, No Audit Was Performed.

The financial information contained in this Disclosure Statement has not been audited. In preparing this Disclosure Statement, the Debtors relied on financial data derived from their books and records that was available at the time of such preparation. Although the Debtors have used their reasonable business judgment to ensure the accuracy of the financial information provided in this Disclosure Statement,

and while the Debtors believe that such financial information fairly reflects the financial condition of the Debtors, the Debtors are unable to warrant or represent that the financial information contained herein and attached hereto is without inaccuracies.

2. Financial Projections and Other Forward-Looking Statements Are Not Assured, Are Subject to Inherent Uncertainty Due to the Numerous Assumptions Upon Which They Are Based and, as a Result, Actual Results May Vary.

This Disclosure Statement contains various projections concerning the financial results of the Reorganized Debtors' operations, including the Financial Projections, that are, by their nature, forward-looking, and which projections are necessarily based on certain assumptions and estimates. Should any or all of these assumptions or estimates ultimately prove to be incorrect, the actual future experiences of the Reorganized Debtors may turn out to be different from the Financial Projections.

Specifically, the projected financial results contained in this Disclosure Statement reflect numerous assumptions concerning the anticipated future performance of the Reorganized Debtors, some of which may not materialize, including, without limitation, assumptions concerning: (a) the timing of confirmation and consummation of the Plan in accordance with its terms; (b) the anticipated future performance of the Reorganized Debtors, including, without limitation, the Reorganized Debtors' ability to maintain or increase revenue and gross margins, control future operating expenses or make necessary capital expenditures; (c) general business and economic conditions; (d) overall industry performance and trends; (e) the Debtors' and Reorganized Debtors' ability to maintain market strength and receive vendor support by way of favorable commercial terms; and (f) anticipated future commodity prices.

DUE TO THE INHERENT UNCERTAINTIES ASSOCIATED WITH PROJECTING FINANCIAL RESULTS GENERALLY, THE PROJECTIONS CONTAINED IN THIS DISCLOSURE STATEMENT SHOULD NOT BE CONSIDERED ASSURANCES OR GUARANTEES OF THE AMOUNT OF FUNDS OR THE AMOUNT OF CLAIMS THAT MAY BE ALLOWED IN THE VARIOUS CLASSES. WHILE THE DEBTORS BELIEVE THAT THE FINANCIAL PROJECTIONS CONTAINED IN THIS DISCLOSURE STATEMENT ARE REASONABLE, THERE CAN BE NO ASSURANCE THAT THEY WILL BE REALIZED.

E. DISCLOSURE STATEMENT DISCLAIMER

1. The Information Contained Herein Is for Soliciting Votes Only.

The information contained in this Disclosure Statement is for purposes of soliciting votes on the Plan and may not be relied upon for any other purpose.

2. This Disclosure Statement Was Not Approved by the Securities and Exchange Commission.

This Disclosure Statement has not been filed with the SEC or any state regulatory authority. Neither the SEC nor any state regulatory authority has passed upon the accuracy or adequacy of this Disclosure Statement, or the exhibits or the statements contained herein, and any representation to the contrary is unlawful.

3. The Debtors Relied on Certain Exemptions from Registration Under the Securities Act.

This Disclosure Statement has been prepared pursuant to section 1125 of the Bankruptcy Code and Rule 3016(b) of the Federal Rules of Bankruptcy Procedure and is not necessarily in accordance with the requirements of federal or state securities laws or other similar laws. All Plan Securities issued to Holders of Allowed Claims on account of their respective Claims will be issued without registration under the Securities Act or any similar federal, state, or local law in reliance on section 1145(a) of the Bankruptcy Code; *provided* that all Plan Securities issued (a) to Holders of Allowed Claims as Rights Offering Participants in the Rights Offering upon exercise of their respective Subscription Rights or upon subsequent conversion of their New Secured Convertible Notes into New Equity Interests, or (b) to the Backstop Parties pursuant to the Backstop Purchase Agreement (i) in satisfaction of their obligations to purchase any Unsubscribed Notes or (ii) in connection with the Put Option Notes, in each case, including upon any subsequent conversion of such New Secured Convertible Notes into New Equity Interests, will be issued without registration under the Securities Act or any similar federal, state, or local law in reliance on Section 4(a)(2) of the Securities Act or Regulation D promulgated thereunder. To the maximum extent permitted by section 1145 of the Bankruptcy Code, the Securities Act and other applicable nonbankruptcy law, the distribution and issuance, as applicable, of the Plan Securities and Documents will be exempt from registration under the Securities Act by virtue of section 1145 of the Bankruptcy Code or section 4(a)(2) of the Securities Act. Because such securities are being distributed pursuant to exemptions from registration under the Securities Act, recipients of such securities will not have the benefit of a registration statement being on file with respect to such securities.

4. This Disclosure Statement Contains Forward-Looking Statements.

This Disclosure Statement contains "forward-looking statements" within the meaning of the Private Securities Litigation Reform Act of 1995. Such statements consist of any statement other than a recitation of historical fact and can be identified by the use of forward-looking terminology such as "may," "expect," "anticipate," "estimate" or "continue" or the negative thereof or other variations thereon or comparable terminology. The reader is cautioned that all forward-looking statements are necessarily speculative and there are certain risks and uncertainties that could cause actual events or results to differ materially from those referred to in such forward-looking statements. The liquidation analysis, distribution projections and other information contained herein and attached hereto are estimates only, and the timing and amount of actual distributions to Holders of Allowed Claims may be affected by many factors that cannot be predicted. Therefore, any analyses, estimates or recovery projections may or may not turn out to be accurate.

5. No Legal or Tax Advice Is Provided to You by this Disclosure Statement.

This Disclosure Statement is not legal advice to you. The contents of this Disclosure Statement should not be construed as legal, business or tax advice. Each Holder of a Claim or an Equity Interest should consult his or her own legal counsel and accountant with regard to any legal, tax and other matters concerning his or her Claim or Equity Interest. This Disclosure Statement may not be relied upon for any purpose other than to determine how to vote on the Plan or object to confirmation of the Plan.

6. No Admissions Are Made by This Disclosure Statement.

The information and statements contained in this Disclosure Statement will neither (a) constitute an admission of any fact or liability by any Entity (including, without limitation, any Debtor) nor (b) be deemed evidence of the tax or other legal effects of the Plan on the Debtors, the Reorganized Debtors, Holders of Allowed Claims or Equity Interests or any other parties in interest.

7. No Reliance Should be Placed on any Failure to Identify Litigation Claims or Projected Objections.

No reliance should be placed on the fact that a particular litigation claim or projected objection to a particular Claim or Equity Interest is, or is not, identified in this Disclosure Statement. The Debtors or the Reorganized Debtors may seek to investigate, file and prosecute Claims or causes of action and may object to Claims after the Confirmation Date or Effective Date of the Plan irrespective of whether the Disclosure Statement identifies such Claims, causes of action or objections to Claims.

8. Nothing Herein Constitutes a Waiver of any Right to Object to Claims or Recover Transfers and Assets.

The vote by a Holder of an Allowed Claim for or against the Plan does not constitute a waiver or release of any Claims or rights of the Debtors or the Reorganized Debtors (or any party in interest, as the case may be) to object to that Holder's Allowed Claim or recover any preferential, fraudulent or other voidable transfer or assets, regardless of whether any Claims or Causes of Action of the Debtors or its Estate are specifically or generally identified herein.

9. The Information Used Herein Was Provided by the Debtors and Was Relied Upon by the Debtors' Advisors.

Counsel to and other advisors retained by the Debtors have relied upon information provided by the Debtors in connection with the preparation of this Disclosure Statement. Although counsel to and other advisors retained by the Debtors have performed certain limited due diligence in connection with the preparation of this Disclosure Statement, they have not verified independently the information contained herein.

10. The Potential Exists for Inaccuracies, and the Debtors Have No Duty to Update.

The statements contained in this Disclosure Statement are made by the Debtors as of the date hereof, unless otherwise specified herein, and the delivery of this Disclosure Statement after that date does not imply that there has not been a change in the information set forth herein since that date. While the Debtors have used their reasonable business judgment to ensure the accuracy of all of the information provided in this Disclosure Statement and in the Plan, the Debtors nonetheless cannot, and do not, confirm the current accuracy of all statements appearing in this Disclosure Statement. Furthermore, although the Debtors may subsequently update the information in this Disclosure Statement, the Debtors have no affirmative duty to do so unless ordered to do so by the Bankruptcy Court.

11. No Representations Made Outside the Disclosure Statement Are Authorized.

No representations concerning or relating to the Debtors, the Chapter 11 Cases or the Plan are authorized by the Bankruptcy Court or the Bankruptcy Code, other than as set forth in this Disclosure Statement. Any representations or inducements made to secure your acceptance or rejection of the Plan that are other than as contained in, or included with, this Disclosure Statement, should not be relied upon by you in arriving at your decision. You should promptly report unauthorized representations or inducements to counsel to the Debtors and the United States Trustee.

VII.
ALTERNATIVES TO CONFIRMATION AND CONSUMMATION OF THE PLAN

A. LIQUIDATION UNDER CHAPTER 7 OF THE BANKRUPTCY CODE

If the Plan or an alternative chapter 11 plan of reorganization cannot be confirmed, the Chapter 11 Cases may be converted to cases under chapter 7 of the Bankruptcy Code in which case, a trustee would be elected or appointed to liquidate the Debtors' assets. A discussion of the effect a chapter 7 liquidation would have on the recovery of Holders of Claims is set forth in Section V.B herein, titled "Statutory Requirements for Confirmation of the Plan." The Debtors believe that liquidation under chapter 7 would result in (i) smaller or equal distributions being made to creditors entitled to a recovery than those provided for in the Plan based on the liquidation value of the Debtors' assets and because of the additional administrative expenses involved in the appointment of a trustee and attorneys and other professionals to assist such trustee, (ii) additional expenses and claims, some of which would be entitled to priority, which would be generated during the liquidation and from the rejection of unexpired leases and executory contracts in connection with the cessation of the Debtors' operations, and (iii) the failure to realize the greater, going-concern value of all of the Debtors' assets.

B. FILING OF AN ALTERNATIVE PLAN OF REORGANIZATION

If the Plan is not confirmed, the Debtors or any other party in interest could attempt to formulate a different chapter 11 plan of reorganization. Such a plan might involve either a reorganization and continuation of the Debtors' businesses or an orderly liquidation of the Debtors' assets. As discussed above, during the negotiations prior to the filing of the Chapter 11 Cases and the Plan, the Debtors explored various alternatives to the Plan.

The Debtors believe that the Plan, and the associated Exit Facility Credit Agreement, Rights Offering, and Backstop Commitment under the Backstop Purchase Agreement, the material terms for each of which was negotiated and agreed before the Petition Date in the Restructuring Support Agreement, enable the Debtors to emerge from chapter 11 successfully and expeditiously, preserving their businesses and allowing their creditors to realize the highest recoveries under the circumstances. In a liquidation under chapter 11 of the Bankruptcy Code, the assets of the Debtors would be sold in an orderly fashion over a more extended period of time than in a liquidation under chapter 7, and a trustee need not be appointed. Accordingly, creditors would receive greater recoveries than in a chapter 7 liquidation. Although a chapter 11 liquidation is preferable to a chapter 7 liquidation, the Debtors believe that a liquidation under chapter 11 is a much less attractive alternative to creditors than the Plan because the Plan provides for a greater return to creditors.

The prolonged continuation of the Chapter 11 Cases is likely to adversely affect the Debtors' businesses and operations. So long as the Chapter 11 Cases continue, senior management of the Debtors will be required to spend a significant amount of time and effort dealing with the Debtors' reorganization instead of focusing exclusively on business operations. In addition, the longer the Chapter 11 Cases continue, the more likely it is that the Debtors' vendors and service providers will lose confidence in the Debtors' ability to reorganize their businesses successfully and will seek to establish alternative commercial relationships. Furthermore, so long as the Chapter 11 Cases continue, the Debtors will be required to incur substantial costs for professional fees and other expenses associated with the proceedings. The prolonged continuation of the Chapter 11 Cases may also result in the termination of the Restructuring Support Agreement or a default under the DIP Facilities. In addition, the Debtors may no longer be permitted to use cash collateral on a consensual basis. Under these circumstances, it is unlikely the Debtors could successfully reorganize without damage to their business operations and material decreases in recoveries for creditors.

VIII.
EXEMPTIONS FROM SECURITIES ACT REGISTRATION

SECTION 1145 OF THE BANKRUPTCY CODE AND SECTION 4(A)(2) OF THE SECURITIES ACT

All Plan Securities issued to Holders of Allowed Claims on account of their respective Claims will be issued without registration under the Securities Act or any similar federal, state, or local law in reliance on section 1145(a) of the Bankruptcy Code; *provided* that all Plan Securities issued (a) to Holders of Allowed Claims as Rights Offering Participants in the Rights Offering upon exercise of their respective Subscription Rights or upon subsequent conversion of their New Secured Convertible Notes into New Equity Interests, or (b) to the Backstop Parties pursuant to the Backstop Purchase Agreement (i) in satisfaction of their obligations to purchase any Unsubscribed Notes or (ii) in connection with the Put Option Notes, in each case, including upon any subsequent conversion of such New Secured Convertible Notes into New Equity Interests, will be issued without registration under the Securities Act or any similar federal, state, or local law in reliance on Section 4(a)(2) of the Securities Act or Regulation D promulgated thereunder.

1. Securities Issued in Reliance on Section 1145 of the Bankruptcy Code

Under the Plan, the Plan Securities and Documents will be issued to certain Holders of Allowed Claims in reliance upon section 1145(a)(1) of the Bankruptcy Code (collectively, the "**1145 Securities**"). Section 1145(a)(1) of the Bankruptcy Code provides that the securities registration requirements of federal and state securities laws do not apply to the offer or sale of a security by a debtor if:

- the offer or sale occurs under a plan of reorganization;
- the recipients of such security hold a claim against, an interest in or claim for administrative expense in the case concerning the debtor; and
- such security is offered in exchange for a claim against, an interest in or claim for administrative expense in the case concerning the debtor, or is offered principally in such exchange and partly for cash and property.

2. Resale of 1145 Securities by Affiliates of the Reorganized Debtors

Pursuant to section 1145(c) of the Bankruptcy Code, an offer or sale of the 1145 Securities is deemed to be a public offering. The 1145 Securities may be resold without registration under (a) state securities or "blue sky" laws pursuant to various exemptions provided by the respective laws of the several states and (b) the Securities Act pursuant to an exemption provided by Section 4(a)(1) of the Securities Act, unless the holder is an "underwriter" (as such term is defined in the Bankruptcy Code) with respect to the 1145 Securities. Section 1145(b)(1)(D) of the Bankruptcy Code defines an "underwriter" to include any person who is an issuer with respect to the securities, as the term "issuer" is defined in the Securities Act.

The term "issuer" is defined in Section 2(a)(4) of the Securities Act; however, the reference contained in section 1145(b)(1)(D) of the Bankruptcy Code to Section 2(a)(11) of the Securities Act purports to include as statutory underwriters all persons who, directly or indirectly, through one or more intermediaries, control, are controlled by or are under common control with, an issuer of securities. "Control" (as defined in Rule 405 under the Securities Act) means the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of a person, whether through the ownership of voting securities, by contract or otherwise. Accordingly, an officer or director of a

reorganized debtor or its successor under a plan of reorganization may be deemed to be a "control person" of such debtor or successor, particularly if the management position or directorship is coupled with ownership of a significant percentage of the reorganized debtor's or its successor's voting securities. Moreover, the legislative history of section 1145 of the Bankruptcy Code suggests that a creditor who owns ten percent (10%) or more of the securities of a reorganized debtor may be presumed to be a "control person."

3. Resale of the 1145 Securities by Restricted Holders

Furthermore, section 1145(b)(1)(A)-(C) of the Bankruptcy Code defines an "underwriter" to include any person who:

- purchases a claim against, an interest in, or a claim for an administrative expense in the case concerning the debtor, if such purchase is with a view to distributing any security received in exchange for such a claim or interest;

- offers to sell securities offered under a plan of reorganization for the holders of such securities; or

- offers to buy those securities from the holders of the securities, if the offer to buy is (i) with a view to distributing such securities and (ii) under an agreement made in connection with the plan of reorganization, the completion of the plan of reorganization or with the offer or sale of securities under the plan of reorganization.

We refer to persons who fall under section 1145(b)(1)(A)-(C) of the Bankruptcy Code as "**Restricted Holders**". Resale of the 1145 Securities by such Restricted Holders would not be exempted by section 1145 of the Bankruptcy Code from registration under the Securities Act. Restricted Holders would, however, be permitted to sell the New Equity Interests or the other 1145 Securities, as applicable, without registration if they are able to comply with the provisions of Rule 144 under the Securities Act, as described further below, or if such securities are registered with the SEC pursuant to a registration agreement or otherwise. Any person who is a "Restricted Holder" but not an "issuer" with respect to an offer of the 1145 Securities is, in addition, entitled to engage in exempt "ordinary trading transactions" within the meaning of section 1145(b)(1) of the Bankruptcy Code.

4. Resale of Plan Securities Issued Pursuant to Section 4(a)(2)

Plan Securities issued pursuant to the exemption from registration set forth in Section 4(a)(2) of the Securities Act or Regulation D promulgated thereunder, including (a) all New Secured Convertible Notes issued in connection with the Rights Offering, (b) all Unsubscribed Notes purchased by the Backstop Parties in accordance with their obligations under the Backstop Purchase Agreement, (c) all Put Option Notes issued to the Backstop Parties as consideration for their Backstop Commitments under the Backstop Purchase Agreement, and (d) for all of the New Secured Convertible Notes referenced in (a) through (c) of this paragraph, any New Equity Interests issued upon any subsequent conversion of the New Secured Convertible Notes, and will each be "restricted securities" as defined under Rule 144. Resales of such restricted securities would not be exempted by section 1145 of the Bankruptcy Code from registration under the Securities Act or other applicable law. Holders of restricted securities would, however, be permitted to resell such Plan Securities without registration if they are able to comply with the applicable provisions of Rule 144, as described further below, or any other registration exemption under the Securities Act, or if such Plan Securities are registered with the SEC.

5. Rule 144

All Plan Securities issued under Section 4(a)(2) of the Securities Act or Regulation D promulgated thereunder will be "restricted securities" under Rule 144. Under certain circumstances, Restricted Holders and holders of "restricted securities" may be entitled to resell their securities pursuant to the limited safe harbor resale provisions under Rule 144 of the Securities Act, to the extent available and in compliance with applicable state and foreign securities laws.

Rule 144 provides an exemption for the public resale of "restricted securities" if certain conditions are met. These conditions vary depending on whether the holder of the restricted securities has been an affiliate of the issuer at any time during the three months preceding a resale. An affiliate is defined as "a person that directly, or indirectly through one or more intermediaries, controls, or is controlled by, or is under common control with, the issuer."

The Debtors currently expect that the Reorganized Debtors will not be required to file, and will not file, periodic reports under the Exchange Act. The Debtors also currently expect that the Reorganized Debtors will make certain current public information required under Rule 144 available regarding the Reorganized Debtors, although not through periodic reports under the Exchange Act. In such a case, a non-affiliate who has not been an affiliate of the issuer during the preceding three months may resell restricted securities under Rule 144 after the expiration of a one-year holding period.

Also, in such a case, an affiliate (or a non-affiliate who was an affiliate at any time during the three months prior to the sale of the restricted securities) may resell restricted securities after the twelve-month holding period, *provided*, *however*, that an affiliate (or such non-affiliate) must also comply with the volume, manner of sale and notice requirements of Rule 144. First, the rule limits the number of restricted securities (plus any unrestricted securities) sold for the account of an affiliate (and related persons) in any three-month period to the greater of 1% of the outstanding securities of the same class being sold, or, if the class is listed on a stock exchange, the greater of 1% of the average weekly reported volume of trading in such restricted securities during the four weeks preceding the filing of a notice of proposed sale on Form 144. Second, the manner of sale requirement provides that the restricted securities must be sold in a broker's transaction, which generally means they must be sold through a broker and handled as a routine trading transaction. The broker must receive no more than the usual commission and cannot solicit orders for the sale of the restricted securities except in certain situations. Third, if the sale exceeds 5,000 restricted securities or has an aggregate sale price greater than $50,000, an affiliate must file with the SEC three copies of a notice of proposed sale on Form 144. The sale must occur within three months of filing the notice unless an amended notice is filed.

The Debtors believe that the exemption provided under Rule 144 will not be available with respect to any Plan Securities issued pursuant to Section 4(a)(2) of the Securities Act or Regulation D promulgated thereunder (whether held by non-affiliates or affiliates), or with respect to any Plan Securities issued pursuant to section 1145 of the Bankruptcy Code held by Restricted Holders or affiliates of the Reorganized Debtors, until at least twelve months after the Effective Date. Accordingly, holders of such Plan Securities will be required to hold their Plan Securities for at least twelve months and, thereafter, to sell them only in accordance with the applicable requirements of Rule 144, including the provision by the Reorganized Debtors of certain current public information and, to the extent such holder is an affiliate of the issuer, the above-mentioned volume limitations.

Pursuant to the Plan, certificates evidencing Plan Securities issued pursuant to section 4(a)(2) of the Securities Act or Regulation D promulgated thereunder will bear a legend substantially in the form below (the "**Legend**"):

"THE SECURITIES EVIDENCED BY THIS CERTIFICATE HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "ACT"), OR APPLICABLE STATE SECURITIES LAWS ("STATE ACTS") AND MAY NOT BE SOLD, ASSIGNED, PLEDGED OR TRANSFERRED OR OTHERWISE DISPOSED OF UNLESS THERE IS AN EFFECTIVE REGISTRATION STATEMENT UNDER THE ACT OR STATE ACTS COVERING SUCH SECURITIES OR THE SECURITIES ARE SOLD AND TRANSFERRED IN A TRANSACTION THAT IS EXEMPT FROM OR NOT SUBJECT TO THE REGISTRATION AND PROSPECTUS DELIVERY REQUIREMENTS OF THE ACT OR STATE ACTS."

WHETHER OR NOT ANY PARTICULAR PERSON WOULD BE DEEMED TO BE AN "UNDERWRITER" OF SECURITIES TO BE ISSUED PURSUANT TO THE PLAN OR AN "AFFILIATE" OF REORGANIZED PARENT WOULD DEPEND UPON VARIOUS FACTS AND CIRCUMSTANCES APPLICABLE TO THAT PERSON. ACCORDINGLY, THE DEBTORS EXPRESS NO VIEW AS TO WHETHER ANY SUCH PERSON WOULD BE SUCH AN "UNDERWRITER" OR AN "AFFILIATE." IN VIEW OF THE COMPLEX, SUBJECTIVE NATURE OF THE QUESTION OF WHETHER A PARTICULAR PERSON MAY BE AN "UNDERWRITER" OR AN "AFFILIATE" OF REORGANIZED PARENT, THE DEBTORS MAKE NO REPRESENTATIONS CONCERNING THE RIGHT OF ANY PERSON TO TRADE IN SECURITIES OF REORGANIZED PARENT. ACCORDINGLY, THE DEBTORS RECOMMEND THAT POTENTIAL RECIPIENTS OF ANY SECURITIES TO BE ISSUED PURSUANT TO THE PLAN CONSULT THEIR OWN COUNSEL CONCERNING WHETHER THEY MAY FREELY TRADE SUCH SECURITIES.

Additionally, any of the 1145 Securities held by an identified Restricted Holder will be issued bearing the Legend on any certificates evidencing such securities.

IX.
CERTAIN U.S. FEDERAL INCOME TAX CONSEQUENCES OF THE PLAN

A. INTRODUCTION

The following discussion summarizes certain U.S. federal income tax consequences that are expected to result from the consummation of the Plan. This discussion is only for general information purposes and only describes certain of the expected tax consequences to the Debtors and to U.S. Holders and Non-U.S. Holders (each as defined below) of Claims who are entitled to vote to accept or reject the Plan. This discussion is based on the Internal Revenue Code of 1986, as amended (the "**IRC**"), Treasury Regulations promulgated thereunder, judicial decisions, and published rulings and administrative pronouncements of the Internal Revenue Service (the "**IRS**"), all as in effect on the date of this Disclosure Statement. These authorities may change, possibly with retroactive effect, resulting in U.S. federal income tax consequences different from those discussed below. No ruling has been or is intended to be sought from the IRS, and no legal opinion of counsel will be rendered, with respect to the matters discussed below. There can be no assurance that the IRS will not take a contrary position regarding the U.S. federal income tax consequences resulting from the consummation of the Plan or that any contrary position would not be sustained by a court.

This summary does not address state, local, foreign or non-income tax consequences of the consummation of the Plan, nor does it purport to address all aspects of U.S. federal income taxation that may be relevant to a Holder in light of its particular circumstances, including the impact of the tax on net investment income imposed by IRC Section 1411. In addition, this summary does not address considerations that may be relevant to Holders subject to special tax rules, such as "qualified foreign pension funds" (as defined in IRC Section 897(l)(2)), entities all of the interests of which are held by qualified foreign pension funds, controlled foreign corporations, passive foreign investment companies, real estate investment trusts, registered investment companies, financial institutions, insurance companies, brokers, dealers or traders in securities, commodities or currencies, tax-exempt organizations, tax-qualified retirement plans, partnerships and other pass-through entities, Holders subject to the alternative minimum tax, Holders eligible for the benefits of a tax treaty with respect to their Claims, the Plan or any consideration received in exchange for their Claims pursuant to the Plan, Holders who use installment method reporting with respect to their Claims, Holders holding Claims as part of a hedge, straddle or other risk reduction strategy or as part of a conversion transaction or other integrated investment, Holders who received Equity Interests pursuant to the exercise of any employee stock option or otherwise as compensation and U.S. Holders who have a functional currency other than the U.S. dollar.

This summary assumes that Holders of the Prepetition Notes have held such property as "capital assets" within the meaning of IRC Section 1221 (generally, property held for investment) and that holders of the New Equity Interests will hold such property as capital assets. In addition, this discussion assumes that the Debtors' obligations under the Prepetition Notes and General Unsecured Claims will be treated as debt for U.S. federal income tax purposes.

HOLDERS SHOULD CONSULT THEIR TAX ADVISORS REGARDING THE U.S. FEDERAL INCOME TAX CONSEQUENCES TO THEM OF THE CONSUMMATION OF THE PLAN AND THE OWNERSHIP AND DISPOSITION OF NEW EQUITY INTERESTS RECEIVED PURSUANT TO THE PLAN, AS WELL AS ANY TAX CONSEQUENCES ARISING UNDER ANY STATE, LOCAL OR FOREIGN TAX LAWS OR ANY OTHER FEDERAL TAX LAWS.

B. CERTAIN U.S. FEDERAL INCOME TAX CONSEQUENCES TO THE DEBTORS

1. Cancellation of Indebtedness and Reduction of Tax Attributes

Upon consummation of the Plan, the Debtors are expected to realize cancellation of indebtedness ("**COD**") income to the extent the adjusted issue price of the Claims exchanged pursuant to the Plan exceeds the amount of cash and the fair market value of any other property treated as received in exchange for such Claims. The amount of COD income that will be realized by the Debtors is uncertain because it will depend on, among other things, the fair market value of the New Equity Interests on the Effective Date.

Under IRC Section 108, COD income realized by a debtor will be excluded from gross income if the discharge of debt occurs in a case brought under the Bankruptcy Code, the debtor is under the court's jurisdiction in such case and the discharge is granted by the court or is pursuant to a plan approved by the court (the "**Bankruptcy Exception**"). Because the Bankruptcy Exception should apply to the transactions consummated pursuant to the Plan, the Debtors should be entitled to exclude from gross income any COD income realized as a result of the implementation of the Plan.

Under IRC Section 108(b), a debtor that excludes COD income from gross income under the Bankruptcy Exception generally must reduce certain tax attributes by the amount of the excluded COD income. Attributes subject to reduction include net operating losses ("**NOLs**"), NOL carryforwards and certain other losses, credits and carryforwards, and the debtor's tax basis in its assets (including stock of subsidiaries). In the case of a group of corporations filing a consolidated return the attribute reduction rules apply first to the separate attributes of or attributable to the particular corporation whose debt is being discharged, and then, if necessary, to certain attributes of other members of the group. Accordingly, COD income of a debtor would result first in the reduction of any NOLs and other attributes, including asset tax basis, of or attributable to such debtor, and then, potentially, of consolidated NOLs and/or asset tax basis of or attributable to other members of the group. The reduction in a debtor's tax basis in its assets generally does not have to exceed the excess of (i) its tax basis in assets held immediately after the discharge of indebtedness over (ii) the amount of liabilities remaining immediately after the discharge of indebtedness (the "**Liability Floor**"). In general, tax attributes will be reduced in the following order: (a) NOLs and NOL carryforwards; (b) general business credit carryovers; (c) minimum tax credit carryovers; (d) capital loss carryovers; (e) tax basis in assets (but not below the Liability Floor); (f) passive activity loss and credit carryovers; and (g) foreign tax credit carryovers. However, a debtor may elect under IRC Section 108(b)(5) (the "**Section 108(b)(5) Election**") to reduce its basis in its depreciable property first. If a debtor makes a Section 108(b)(5) Election, the Liability Floor does not apply to the reduction in basis of depreciable property. For tax periods through the 2019 tax year, the Debtors anticipate to report on their U.S. federal income tax returns approximately $45 million of consolidated NOLs and NOL carryforwards. The Debtors believe that for U.S. federal income tax purposes, the Debtors' consolidated group (the "**Debtor Group**") likely will generate additional NOLs for the 2020 tax year. However, the amount of the Debtor Group's 2020 NOLs will not be determined until the Debtor Group prepares its consolidated U.S. federal income tax returns for such period. Moreover, the Debtor Group's NOLs are subject to audit and possible challenge by the IRS. Accordingly, the amount of the Debtor Group's NOLs ultimately may vary from the amounts set forth above.

2. Section 382 Limitation on Net Operating Losses and Built-In Losses

Under IRC Section 382, if a corporation or a consolidated group of corporations with NOLs, interest deductions suspended under IRC Section 163(j) (collectively with NOLs and certain other tax attributes, "**Pre-Change Tax Attributes**") or built-in losses (a "**loss corporation**") undergoes an "ownership change," the loss corporation's use of its Pre-Change Tax Attributes and recognized built-in losses ("**RBILs**") generally will be subject to an annual limitation in the post-change period. In general,

an "ownership change" occurs if the percentage of the value of the loss corporation's stock owned by one or more direct or indirect "five percent shareholders" increases by more than fifty percentage points over the lowest percentage of value owned by the five percent shareholders at any time during the applicable testing period (an "**Ownership Change**"). The testing period generally is the shorter of (i) the three-year period preceding the testing date or (ii) the period of time since the most recent Ownership Change of the corporation.

Subject to the special bankruptcy rules discussed below, the amount of the annual limitation on a loss corporation's use of its Pre-Change Tax Attributes and RBILs is generally equal to the product of the applicable long-term tax-exempt rate (as published by the IRS for the month in which the Ownership Change occurs) and the value of the loss corporation's outstanding stock immediately before the Ownership Change (excluding certain capital contributions). If a loss corporation has a net unrealized built-in gain (a "**NUBIG**") immediately prior to the Ownership Change, the annual limitation may be increased as certain gains are recognized during the five-year period beginning on the date of the Ownership Change (the "**Recognition Period**"). If a loss corporation has a net unrealized built-in loss (a "**NUBIL**") immediately prior to the Ownership Change, certain losses recognized during the Recognition Period also would be subject to the annual limitation and thus may reduce the amount of Pre-Change Tax Attributes that could be used by the loss corporation during the Recognition Period.

A NUBIG or NUBIL is generally the difference between the fair market value of a loss corporation's assets (or, if greater, the amount of a loss corporation's relevant liabilities) and its tax basis in the assets, subject to a statutorily-defined threshold amount. The amount of a loss corporation's NUBIG or NUBIL must be adjusted for built-in items of income or deduction that would be attributable to a pre-change period if recognized during the Recognition Period. The NUBIG or NUBIL of a consolidated group generally is calculated on a consolidated basis, subject to special rules.

If a loss corporation has a NUBIG immediately prior to an Ownership Change, any recognized built-in-gains ("**RBIGs**") will increase the annual limitation in the taxable year the RBIGs are recognized. An RBIG generally is any gain (and certain income) with respect to an asset held immediately before the date of the Ownership Change that is recognized during the Recognition Period to the extent of the fair market value of the asset over its tax basis immediately prior to the Ownership Change. The aggregate amount of all RBIGs that are recognized during the Recognition Period, however, may not exceed the NUBIG. On the other hand, if a loss corporation has a NUBIL immediately prior to an Ownership Change, any RBILs will be subject to the annual limitation in the same manner as Pre-Change Tax Attributes. An RBIL generally is any loss (and certain deductions) with respect to an asset held immediately before the date of the Ownership Change that is recognized during the Recognition Period to the extent of the excess of the tax basis of the asset over its fair market value immediately prior to the Ownership Change. The aggregate amount of all RBILs that are recognized during the Recognition Period, however, may not exceed the NUBIL. RBIGs and RBILs may be recognized during the Recognition Period for depreciable and amortizable assets that are not actually disposed of by the loss corporation. The Debtors believe that the Debtor Group may have a NUBIL on the Effective Date.

An Ownership Change prior to the Effective Date would result in an annual limitation on the Debtors' use of the Debtor Group's NOLs (and possibly other tax attributes) attributable to the period prior to such date. It is likely that any change in ownership prior to the Effective Date would result in a significant portion of the Debtor Group's existing NOLs (and possibly other tax attributes) being unusable in periods after such Ownership Change. The Debtors expect the consummation of the Plan will result in an Ownership Change of the Debtor Group. Because the Ownership Change will occur in a case brought under the Bankruptcy Code, one of the following two special rules should apply in determining the Debtor Group's ability to use Pre-Change Tax Attributes and RBILs in post-Effective Date tax periods provided there is no Ownership Change of the Debtor Group prior to the Effective Date.

Under IRC Section 382(l)(5), an Ownership Change in bankruptcy will not result in any annual limitation on the debtor's Pre-Change Tax Attributes and RBILs arising during the Recognition Period if the stockholders and qualified creditors of the debtor receive at least 50% of the stock (by vote and value) of the reorganized debtor (or of a controlling corporation if also in bankruptcy) in the bankruptcy reorganization as a result of being shareholders or creditors of the debtor. Instead, the debtor's pre-change NOLs are reduced by the amount of any interest deductions with respect to debt converted into stock in the bankruptcy reorganization that were allowed in the three full taxable years preceding the taxable year in which the Ownership Change occurs and in the part of the taxable year prior to and including the date of the Ownership Change attributable to the bankruptcy reorganization (the "**Plan Ownership Change**"). If any Pre-Change Tax Attributes of the debtor already are subject to an annual usage limitation under IRC Section 382 at the time of an Ownership Change subject to IRC Section 382(l)(5), however, those Pre-Change Tax Attributes will continue to be subject to such limitation.

A qualified creditor is any creditor who has held the debt of the debtor for at least eighteen months prior to the petition date or who has held "ordinary course indebtedness" that has been owned at all times by such creditor. A creditor who does not become a direct or indirect five percent shareholder of the reorganized debtor (or of a controlling corporation if also in bankruptcy) generally may be treated by the debtor as having always held any debt owned immediately before the Ownership Change, unless the creditor's participation in formulating the plan of reorganization makes evident to the debtor that the creditor has not owned the debt for the requisite period.

A debtor may elect not to apply IRC Section 382(l)(5) to an Ownership Change that otherwise satisfies its requirements. This election must be made on the debtor's U.S. federal income tax return for the taxable year in which the Ownership Change occurs. If IRC Section 382(l)(5) applies to an Ownership Change (and the debtor does not elect out), any subsequent Ownership Change of the debtor within the two-year period following the date of the Plan Ownership Change will result in the debtor being unable to use any pre-change losses in any taxable year ending after such subsequent Ownership Change to offset future taxable income.

If an Ownership Change pursuant to a bankruptcy plan does not satisfy the requirements of IRC Section 382(l)(5), or if a debtor elects not to apply IRC Section 382(l)(5), the debtor's use of its Pre-Change Tax Attributes and RBILs arising during the Recognition Period will be subject to an annual limitation as determined under IRC Section 382(l)(6). In such case, the amount of the annual limitation generally will be equal to the product of the applicable long-term tax-exempt rate (0.89% for July 2020) and the value of the debtor's outstanding stock immediately after the bankruptcy reorganization, provided such value may not exceed the value of the debtor's gross assets immediately before the Ownership Change, subject to certain adjustments. If any Pre-Change Tax Attributes or RBILs of the debtor already are subject to an annual limitation at the time of an Ownership Change subject to IRC Section 382(l)(6), however, those Pre-Change Tax Attributes and RBILs will be subject to the lower of the two annual limitations.

The Debtors are unable to determine whether the Ownership Change expected to result from the consummation of the Plan may satisfy the requirements of IRC Section 382(l)(5), as such determination will depend on the extent to which Holders of Prepetition Notes Claims and General Unsecured Claims, immediately prior to consummation of the Plan, may be treated as qualified creditors for purposes of IRC Section 382(l)(5). Even if the Plan satisfies the requirements of IRC Section 382(l)(5), the Debtors currently intend to elect out of the application of IRC Section 382(l)(5), in which case, the Debtor Group's Pre-Change Tax Attributes remaining after reduction for excluded COD income along with RBILs arising during the Recognition Period will be subject to an annual limitation generally equal to the product of the long-term tax-exempt rate for the month in which the Plan Ownership Change occurs and the value of the Debtor's outstanding stock immediately after consummation of the Plan pursuant to

IRC Section 382(l)(6). Pre-Change Tax Attributes and RBILs not used in a given year due to the annual limitation may be carried forward for use in future years until their expiration dates. To the extent the annual limitation of the Reorganized Debtors' consolidated group (the "**Reorganized Debtor Group**") exceeds the Reorganized Debtor Group's taxable income (for purposes of IRC Section 382) in a given year, the excess will increase the annual limitation in future taxable years.

C. CERTAIN U.S. FEDERAL INCOME TAX CONSEQUENCES TO HOLDERS OF PREPETITION NOTES CLAIMS AND GENERAL UNSECURED CLAIMS

1. Definition of U.S. Holder and Non-U.S. Holder

A "U.S. Holder" is a beneficial owner of Prepetition Notes Claims, General Unsecured Claims or New Equity Interests that, for U.S. federal income tax purposes, is or is treated as:

- an individual who is a citizen or resident of the United States;
- a corporation created or organized under the laws of the United States, any state thereof or the District of Columbia;
- an estate, the income of which is subject to U.S. federal income tax regardless of its source; or
- a trust that (1) is subject to the primary supervision of a U.S. court and the control of one or more "United States persons" (within the meaning of IRC Section 7701(a)(30)), or (2) has a valid election in effect to be treated as a United States person for U.S. federal income tax purposes.

A "Non-U.S. Holder" means a beneficial owner of Prepetition Notes Claims, General Unsecured Claims or New Equity Interests that is not a U.S. Holder and is, for U.S. federal income tax purposes, an individual, corporation (or other entity classified as a corporation for U.S. federal income tax purposes), estate or trust.

If a partnership or other entity or arrangement classified as a partnership for U.S. federal income tax purposes holds Prepetition Notes Claims, General Unsecured Claims or New Equity Interests, the tax treatment of a partner in such partnership generally will depend upon the status of the partner and the activities of the partnership. Partnerships holding Prepetition Notes Claims, General Unsecured Claims or New Equity Interests and partners thereof should consult their tax advisors regarding the tax consequences to them of the consummation of the Plan.

2. U.S. Holders of Prepetition Notes Claims

(a) Exchange of Prepetition Notes for New Equity Interests

Treatment of Exchange. The U.S. federal income tax consequences of the exchange of Prepetition Notes for New Equity Interests (the "**Prepetition Notes Exchange**") depend, in part, on whether the Prepetition Notes constitute "securities" for purposes of the provisions of the IRC relating to tax-free transactions. The test of whether a debt obligation is a security involves an overall evaluation of the nature of the obligation, with the term of the obligation usually regarded as one of the most significant factors. Debt obligations with a term of five years or less generally have not qualified as securities, whereas debt obligations with a term of ten years or more generally have qualified as securities. There are numerous other factors that could be taken into account in determining whether a debt instrument is a security, including the security for payment, the creditworthiness of the obligor, the subordination or lack thereof to other creditors, the right to vote or otherwise participate in the management of the obligor,

convertibility of the instrument into an equity interest of the obligor, whether payments of interest are fixed, variable, or contingent, and whether such payments are made on a current basis or accrued.

Although not free from doubt, the Debtors believe, and the remainder of this summary assumes, that the Prepetition Notes are properly treated as securities for U.S. federal income tax purposes. Accordingly, the Debtors currently intend to take the position that the Prepetition Notes Exchange constitutes a tax-free recapitalization for U.S. federal income tax purposes.

Recognition of Gain or Loss. Assuming the Prepetition Notes Exchange constitutes a tax-free recapitalization, U.S. Holders of Prepetition Notes should not recognize gain or loss in the Prepetition Notes Exchange. A U.S. Holder's initial tax basis in the New Equity Interests should be equal to its adjusted tax basis in the Prepetition Notes exchanged therefor and a U.S. Holder's holding period in such New Equity Interests should include the U.S. Holder's holding period in the Prepetition Notes. A U.S. Holder's tax basis and holding period in such New Equity Interests would generally be required to be calculated separately for each block of Prepetition Notes exchanged therefor.

Market Discount. A U.S. Holder that acquired a Prepetition Note at any time other than at its original issuance at a market discount generally will be required to treat gain, if any, recognized on the Prepetition Notes Exchange as ordinary income to the extent of accrued market discount, unless an election to include market discount in income currently as it accrues was made by the U.S. Holder. A U.S. Holder will be considered to have acquired a Prepetition Note at a market discount if its tax basis in the note immediately after acquisition was less than the sum of all amounts payable thereon (other than payments of qualified stated interest) after the acquisition date, unless the difference is less than 0.25% of the Prepetition Note's stated redemption price at maturity multiplied by the number of complete years from the acquisition date to maturity (in which case, the difference is de minimis market discount).

If the Prepetition Notes Exchange, however, qualifies as a recapitalization as described above in "*—Exchange of Prepetition Notes for New Equity Interests—Treatment of Exchange*," special rules apply whereby a U.S. Holder that acquired a Prepetition Note at a market discount generally should not be required to recognize any accrued market discount as income at the time of the Prepetition Notes Exchange to the extent it receives New Equity Interests in exchange for the Prepetition Note. Rather, any gain realized by the U.S. Holder on a subsequent taxable disposition of the New Equity Interests received in the exchange will be ordinary income to the extent of the amount of market discount accrued on the Prepetition Note prior to the exchange that is allocable to New Equity Interests.

3. U.S. Holders of General Unsecured Claims

Treatment of Exchange. The Debtors believe, and the remainder of this summary assumes, that General Unsecured Claims are not properly treated as securities for U.S. federal income tax purposes. The exchange of General Unsecured Claims for New Equity Interests should, therefore, be a taxable exchange for U.S. federal income tax purposes.

Recognition of Gain or Loss. A U.S. Holder of General Unsecured Claims should recognize gain or loss in an amount equal to the difference between the fair market value of the New Equity Interests received (less amounts attributable to any accrued but unpaid interest, which will be taxable as interest to the extent not previously included in income) and the U.S. Holder's adjusted tax basis in the Claim exchanged therefor. The character of such gain or loss as capital gain or loss or as ordinary income or loss depends on a number of factors, including the nature of the Claim, whether the Claim was purchased at a discount, and whether and to what extent the U.S. Holder has claimed a bad debt deduction previously with respect to its Claim. A U.S. Holder's initial tax basis in the New Equity Interests should be equal to the fair market values of such New Equity Interests as of the Effective Date. A U.S. Holder's holding period in the New Equity Interests received in exchange for its Claim should begin on the day after the Effective Date.

4. Ownership and Disposition of New Equity Interests by U.S. Holders

Distributions. A U.S. Holder of New Equity Interests generally will be required to include in gross income as ordinary dividend income the amount of any distributions paid on the New Equity Interests to the extent such distributions are paid out of the Reorganized Parent's current or accumulated earnings and profits as determined for U.S. federal income tax purposes. Distributions in excess of Parent's current and accumulated earnings and profits will constitute a return of capital and will first be applied against and reduce a U.S. Holder's adjusted tax basis in the New Equity Interests, but not below zero. Any excess amount will be treated as gain from a sale or exchange of the New Equity Interests. U.S. Holders that are treated as corporations for U.S. federal income tax purposes may be entitled to a dividends received deduction with respect to distributions out of earnings and profits.

Sale or Other Taxable Disposition. A U.S. Holder of New Equity Interests will recognize gain or loss upon the sale or other taxable disposition of New Equity Interests equal to the difference between the amount realized upon the disposition and the U.S. Holder's adjusted tax basis in the New Equity Interests. Subject to the rules discussed above in "*—Exchange of Prepetition Notes for New Equity Interests—Market Discount*" and the recapture rules under IRC Section 108(e)(7), any such gain or loss generally will be capital gain or loss, and will be long-term capital gain or loss if the U.S. Holder has held the New Equity Interests for more than one year as of the date of disposition. Under the IRC Section 108(e)(7) recapture rules, a U.S. Holder may be required to treat gain recognized on the taxable disposition of the New Equity Interests as ordinary income if the U.S. Holder took a bad debt deduction with respect to its Claims. U.S. Holders should consult their tax advisors regarding the applicable tax rates and netting rules for capital gains and losses. There are limitations on the deduction of capital losses by both corporate and noncorporate taxpayers.

5. Non-U.S. Holders

The rules governing U.S. federal income taxation of a Non-U.S. Holder are complex. The following discussion includes only certain U.S. federal income tax consequences of the Plan to Non-U.S. Holders. The discussion does not include any non-U.S. tax considerations. Non-U.S. Holders should consult with their own tax advisors to determine the effect of U.S. federal, state, and local tax laws, as well as any other applicable non-U.S. tax laws and/or treaties, with regard to their participation in the transactions contemplated by the Plan, their ownership of Claims, and the ownership and disposition of New Equity Interests.

Whether a Non-U.S. Holder realizes gain or loss on an exchange and the amount of such gain or loss is determined in the same manner as set forth above in connection with U.S. Holders.

(a) Gain Recognition

Any gain recognized by a Non-U.S. Holder on the Prepetition Notes Exchange or a subsequent sale or other taxable disposition of the New Equity Interests generally will not be subject to U.S. federal income taxation unless (a) the Non-U.S. Holder is an individual who was present in the United States for 183 days or more during the taxable year in which the relevant sale, exchange or other taxable disposition occurs and certain other conditions are met, (b) such gain is effectively connected with the conduct by such Non-U.S. Holder of a trade or business in the United States (and if required by an applicable income tax treaty, such gain is attributable to a permanent establishment maintained by such Non-U.S. Holder in the United States) or (c) the New Equity Interests constitute a U.S. real property interest ("**USRPI**") by reason of the Reorganized Parent being treated as a U.S. real property holding corporation ("**USRPHC**") for U.S. federal income tax purposes, in the circumstances described below.

If the first exception applies, to the extent that any gain is recognized, the Non-U.S. Holder generally will be subject to U.S. federal income tax at a rate of 30% (or at a reduced rate or exemption from tax under an applicable income tax treaty) on the amount by which such Non-U.S. Holder's capital gains allocable to U.S. sources exceed its capital losses allocable to U.S. sources during the taxable year of the exchange. If the second exception applies, the Non-U.S. Holder generally will be subject to U.S. federal income tax with respect to any gain recognized in the same manner as a U.S. Holder. In order to claim an exemption from withholding tax, such Non-U.S. Holder will be required to provide a properly executed IRS Form W-8ECI (or such successor form as the IRS designates). In addition, if such Non-U.S. Holder is a corporation for U.S. federal income tax purposes, it may be subject to a branch profits tax equal to 30% (or such lower rate provided by an applicable income tax treaty) of its effectively connected earnings and profits for the taxable year, subject to certain adjustments.

With respect to the third exception above, the Debtors believe that Old Parent currently is, and the Reorganized Parent will be, a USRPHC. Generally, a corporation is a USRPHC if the fair market value of its U.S. real property interests equals or exceeds 50% of the sum of the fair market value of its worldwide real property interests and its other assets used or held for use in a trade or business.

If in the calendar year of a disposition of New Equity Interests by a Non-U.S. Holder, the New Equity Interests are considered to be regularly traded on an established securities market (within the meaning of applicable Treasury Regulations), only a Non-U.S. Holder that actually or constructively owns, or owned at any time during the shorter of the five-year period ending on the date of the disposition or the Non-U.S. Holder's holding period for the New Equity Interests, more than 5% of the New Equity Interests will be taxable on gain realized on the disposition of New Equity Interests as a result of Reorganized Parent's status as a USRPHC. If the New Equity Interests were not considered to be regularly traded on an established securities market during the calendar year in which the relevant disposition by a Non-U.S. Holder occurs, such holder (regardless of the percentage of stock owned) would be subject to U.S. federal income tax on a taxable disposition of the New Equity Interests, and a 15% withholding tax would apply to the gross proceeds from such disposition.

(b) Interest

Payments to a Non-U.S. Holder that are attributable to interest that is not effectively connected with the Non-U.S. Holder's conduct of a trade or business within the United States generally will not be subject to U.S. federal income or withholding tax, *provided* that the withholding agent has received or receives, prior to payment, appropriate documentation (generally, IRS Form W-8BEN or W-8BEN-E) establishing that the Non-U.S. Holder is not a U.S. person. Interest income, however, may be subject to U.S. withholding tax if, at the applicable time:

- the Non-U.S. Holder actually or constructively owns 10% or more of the total combined voting power of all classes of voting stock of Old Parent;
- the Non-U.S. Holder is a "controlled foreign corporation" that is a "related person" (each, within the meaning of the IRC) with respect to Old Parent; or
- the Non-U.S. Holder is a bank receiving interest described in IRC Section 881(c)(3)(A).

If interest paid to a Non-U.S. Holder is effectively connected with the conduct by such Non-U.S. Holder of a trade or business in the United States (and if required by an applicable income tax treaty, such interest is attributable to a permanent establishment maintained by such Non-U.S. Holder in the United States), the Non-U.S. Holder generally will not be subject to U.S. federal withholding tax but will be subject to U.S. federal income tax with respect to such interest in the same manner as a U.S. Holder under rules similar to those discussed above with respect to gain that is effectively connected with the conduct of a trade or business in the United States (see *"—Gain Recognition"* above).

A Non-U.S. Holder that does not qualify for the above exemption with respect to interest that is not effectively connected income generally will be subject to withholding of U.S. federal income tax on such interest at a 30% rate, unless such Non-U.S. Holder is entitled to a reduction in or exemption from withholding on such interest as a result of an applicable income tax treaty. To claim such entitlement, the Non-U.S. Holder must provide the applicable withholding agent with a properly executed IRS Form W-8BEN or W-8BEN-E claiming a reduction in or exemption from withholding tax on such payments of interest under the benefit of an income tax treaty between the United States and the country in which the Non-U.S. Holder resides or is established. For purposes of providing a properly executed IRS Form W-8BEN or W-8BEN-E, special procedures are provided under applicable Treasury Regulations for payments through qualified foreign intermediaries or certain financial institutions that hold customers' securities in the ordinary course of their trade or business.

(c) Dividends on New Equity Interests

Any distributions made with respect to New Equity Interests that constitute dividends for U.S. federal income tax purposes (see *"—Ownership and Disposition of New Equity Interests by U.S. Holders*") that are not effectively connected with a Non-U.S. Holder's conduct of a U.S. trade or business (or, if required by an applicable income tax treaty, are not attributable to a permanent establishment maintained by such Non-U.S. Holder in the United States) will be subject to U.S. federal withholding tax at a rate of 30% (or lower treaty rate or exemption from tax, if applicable) of the gross amount of the dividends. A Non-U.S. Holder generally will be required to satisfy certain IRS certification requirements in order to claim a reduction of or exemption from withholding under a tax treaty by providing the applicable withholding agent with a properly executed IRS Form W-8BEN or W-8BEN-E (or a successor form) upon which the Non-U.S. Holder certifies, under penalties of perjury, its status as a non-U.S. person and its entitlement to the lower treaty rate or exemption from tax with respect to such payments. Dividends paid with respect to New Equity Interests held by a Non-U.S. Holder that are effectively connected with a Non-U.S. Holder's conduct of a U.S. trade or business (and, if required by an applicable income tax treaty, are attributable to a permanent establishment maintained by such Non-U.S. Holder in the United States) generally will be subject to U.S. federal income tax with respect to such dividends in the same manner as a U.S. Holder under rules similar to those discussed above with respect to gain that is effectively connected with the conduct of a trade or business in the United States (see "*—Gain Recognition*" above). To claim such exemption, the Non-U.S. Holder must furnish to the applicable withholding agent a valid IRS Form W-8ECI, certifying that the dividends are effectively connected with the Non-U.S. Holder's conduct of a trade or business within the United States.

(d) Additional Withholding Tax on Payments Made to Foreign Accounts

Withholding taxes may be imposed under IRC Sections 1471 to 1474 (such Sections commonly referred to as the Foreign Account Tax Compliance Act, or "FATCA") on certain types of payments made to non-U.S. financial institutions and certain other non-U.S. entities. Specifically, a 30% withholding tax may be imposed on dividends (including constructive dividends) on New Equity Interests or (subject to the proposed Treasury Regulations discussed below) gross proceeds from the sale or other disposition of, New Equity Interests paid to a "foreign financial institution" or a "non-financial foreign entity" (each as defined in the IRC), unless (1) the foreign financial institution undertakes certain diligence and reporting obligations, (2) the non-financial foreign entity either certifies it does not have any "substantial United States owners" (as defined in the IRC) or furnishes identifying information regarding each substantial United States owner, or (3) the foreign financial institution or non-financial foreign entity otherwise qualifies for an exemption from these rules. If the payee is a foreign financial institution and is subject to the diligence and reporting requirements in (1) above, it must enter into an agreement with the U.S. Department of the Treasury requiring, among other things, that it undertake to identify accounts held by certain "specified United States persons" or "United States-owned foreign entities" (each as defined in the IRC), annually report certain information about such accounts, and withhold 30% on certain payments to non-compliant foreign financial institutions and certain other account holders. Foreign financial institutions located in jurisdictions that have an intergovernmental agreement with the United States governing FATCA may be subject to different rules.

Under the applicable Treasury Regulations and administrative guidance, withholding under FATCA generally applies to payments of dividends on New Equity Interests. While withholding under FATCA would have applied also to payments of gross proceeds from the sale or other disposition of New Equity Interests on or after January 1, 2019, proposed Treasury Regulations eliminate FATCA withholding on payments of gross proceeds entirely. Taxpayers generally may rely on these proposed Treasury Regulations until final Treasury Regulations are issued.

6. Accrued Interest

To the extent a Holder of a Claim receives consideration that is attributable to indebtedness and unpaid accrued interest thereon, the Debtors intend to take the position, and the Plan provides, that for U.S. federal income tax purposes, such consideration should be allocated to the principal amount of the Claim first and then, to the extent the consideration exceeds the principal amount of the Claim, to the portion of such Claim representing unpaid accrued interest. Notwithstanding this Plan provision, there is general uncertainty regarding the extent to which the receipt of cash or other property should be treated as attributable to unpaid accrued interest. Certain legislative history indicates that an allocation of consideration as between principal and interest provided in a chapter 11 plan of reorganization is binding for U.S. federal income tax purposes, while certain Treasury Regulations treat payments as allocated first to any accrued but untaxed interest. To the extent any property received pursuant to the Plan is considered attributable to unpaid accrued interest, a Holder will recognize ordinary income to the extent the value of the property exceeds the amount of unpaid accrued interest previously included in gross income by the Holder. A Holder's tax basis in such property should be equal to the amount of interest income treated as satisfied by the receipt of the property, and its holding period in the property should begin on the day after the Effective Date. A Holder generally will be entitled to recognize a loss to the extent any accrued interest previously included in its gross income is not paid in full. HOLDERS SHOULD CONSULT THEIR TAX ADVISORS REGARDING THE EXTENT TO WHICH CONSIDERATION RECEIVED UNDER THE PLAN SHOULD BE TREATED AS ATTRIBUTABLE TO UNPAID ACCRUED INTEREST.

7. Information Reporting and Backup Withholding

The Debtors and applicable withholding agents will withhold all amounts required by law to be withheld from payments of interest and from distributions on New Equity Interests (including dividends), whether in connection with the Plan or following consummation of the Plan, and will comply with all applicable information reporting requirements. The IRS may make the information returns reporting such interest and dividends and withholding available to the tax authorities in the country in which a Non-U.S. Holder is resident. In general, information reporting requirements may apply to certain distributions or payments under the Plan. Additionally, under the backup withholding rules, a Holder may be subject to backup withholding (currently at a rate of 24%) with respect to distributions or payments made pursuant to the Plan unless that Holder: (a) comes within certain exempt categories (which generally include corporations) and, when required, demonstrates that fact; or (b) timely provides a correct taxpayer identification number and certifies under penalty of perjury that the taxpayer identification number is correct and that the Holder is not subject to backup withholding (generally in the form of a properly executed IRS Form W-9 for a U.S. Holder, and, for a Non-U.S. Holder, in the form of a properly executed applicable IRS Form W-8 (or otherwise establishes such Non-U.S. Holder's eligibility for an exemption). Backup withholding is not an additional tax but is, instead, an advance payment that may be refunded to the extent it results in an overpayment of tax; *provided* that the required information is timely provided to the IRS.

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

THE FOREGOING DISCUSSION OF U.S. FEDERAL INCOME TAX CONSIDERATIONS IS FOR GENERAL INFORMATION PURPOSES ONLY AND IS NOT TAX ADVICE. EACH HOLDER SHOULD CONSULT ITS OWN TAX ADVISOR REGARDING THE FEDERAL, STATE, LOCAL AND FOREIGN TAX CONSEQUENCES OF THE PLAN DESCRIBED HEREIN. NEITHER THE PROPONENTS NOR THEIR PROFESSIONALS WILL HAVE ANY LIABILITY TO ANY PERSON OR HOLDER ARISING FROM OR RELATED TO THE FEDERAL, STATE, LOCAL AND FOREIGN TAX CONSEQUENCES OF THE PLAN OR THE FOREGOING DISCUSSION.

X.
DISCLOSURE STATEMENT OBJECTIONS

The Debtors received certain formal and informal comments and objections to this Disclosure Statement, all of which have been resolved by the inclusion of sections A and B below.

A. TORT CLAIMS

The Blair and Whitehall Wisconsin claimants (the "**Wisconsin Tort Claimants**") are an alleged group of approximately 45 individuals, 40 of whom are Wisconsin state court plaintiffs engaged in pre-petition litigation against Debtors (i) Hi-Crush Blair LLC ("**HC-Blair**") or (ii) Hi-Crush Whitehall LLC ("**HC-Whitehall**"), who seek recovery on claims and causes of action including alleged negligence, alleged negligence per se, alleged public nuisance, alleged private nuisance, alleged trespass, and alleged strict liability for ultra-hazardous activities. The claims and causes of action asserted by the Wisconsin Tort Claimants include matters arising prior to the Petition Date and which the Wisconsin Tort Claimants allege to include continuing torts. The pending litigation cases are styled and numbered as follows: (i) *Michael Sylla, et al. v. Hi-Crush Whitehall, LLC, et al.*, Trempealeau (Wis.) County Case No. 19-CV-63; (ii) *Darrell Bork, et al. v. Hi-Crush Whitehall, LLC, et al.*, Trempealeau (Wis.) County Case No. 19-CV-64; (iii) *Cory Berg, et al. v. Hi-Crush Blair, LLC, et al.*, Trempealeau (Wis.) County Case No. 19-CV-65; and (iv) *Leland and Mary Drangstveit v. Hi-Crush Blair, LLC, et al.*, Trempealeau (Wis.) County Case No. 19-CV-66 (the "**Wisconsin Suits**").

The Wisconsin Tort Claimants assert that they have suffered ill effects from exposure to particulate matter pollution, and each of the Wisconsin Tort Claimants also assert that they have individualized damages arising from variable facts including, but not limited to, the following: (i) alleged nuisance from 24-hour-per-day heavy industrial and rail operations, (ii) alleged seismic effects from blasting in close proximity to homes, and (iii) alleged excessive nighttime light. In addition, the Wisconsin Tort Claimants allege that they have sustained significant devaluation of their real estate, loss of viewshed, numerous disruptions of their lives, and the loss of the quiet use and enjoyment of their real estate. Some of the Wisconsin Tort Claimants allege that they have suffered from water pollution asserted, upon the Wisconsin Tort Claimants' information and belief, to be caused by Debtor HC-Blair's and/or Debtor HC-Whitehall's blasting and mining activities. The Wisconsin Tort Claimants also allege that HC-Whitehall caused a spill of 10 million gallons of contaminated mine sludge, which the Wisconsin Tort Claimants allege (i) flowed across real estate owned or leased by some of the Wisconsin Tort Claimants, and (ii) the leaks and spills were transmitted into public waterways, causing the pollution alleged by the Wisconsin Tort Claimants. The Wisconsin Tort Claimants allege that Debtor HC-Blair and/or Debtor HC-Whitehall have received multiple Letters of Noncompliance and/or Notices of Violation from the Wisconsin Department of Natural Resources as a result of their activities and alleged violations of environmental regulations and/or permits. The Wisconsin Tort Claimants believe that their asserted claims and causes of action may be covered by the Debtors' insurance, and allege that the Debtors have refused to provide the relevant insurance policy documentation available to each for the time periods in which the alleged claims and causes of action arose and are alleged to continue. The Wisconsin Tort Claimants assert the claims and causes of action have damages in varying amounts as to each Wisconsin Tort Claimant and that such claims and causes of action are unliquidated, and pursuant to Wisconsin substantive state law, are incapable of

precise measurement absent judicial process. The alleged damages sustained by the Wisconsin Tort Claimants, while unliquidated, are asserted by the Wisconsin Tort Claimants to exceed $80.3 million in aggregate.

The Debtors dispute and deny any and all liability in connection with the Wisconsin Suits and all of the conduct alleged by the Wisconsin Tort Claimants and reserve all of their rights and defenses with respect to such alleged claims and causes of action. The Debtors have agreed to include the preceding disclosure in this Disclosure Statement in order to provide holders of claims in the Voting Classes with adequate information to make an informed decision to vote to accept or reject the Plan. The inclusion of the preceding disclosure in this Disclosure Statement should not be construed as (i) an admission as to the validity of any claim or cause of action against any Debtor; (ii) a waiver of the Debtors' rights to dispute any claim or cause of action alleged by the Wisconsin Tort Claimants or to contest the Wisconsin Suits; (iii) a promise to pay any claim or causes of action alleged in the Wisconsin Suits or otherwise by the Wisconsin Tort Claimants; or (iv) an implication or admission that any claim or causes of action asserted in the Wisconsin Suits or otherwise by the Wisconsin Tort Claims would constitute an allowed claim.

B. SURETY MATTERS

The Debtors are working constructively with their surety bond providers to address issues regarding bonding obligations and bonding appropriate for the Reorganized Debtors' operations. In that regard, certain surety providers have requested that the Confirmation Order contain the language below:

> "Notwithstanding any other provisions of the Plan, this Order, or any other order of this Bankruptcy Court, on the Effective Date, all rights and obligations related to the (i) Debtors' current surety bonds issued by a surety provider (each a "Surety", and collectively, the "Surety Bonds") and maintained in the ordinary course of business; (ii) surety payment and indemnity agreements, setting forth the Surety's rights against the Debtors, and the Debtors' obligations to pay and indemnify the Surety from any loss, cost, or expense that the Surety may incur, in each case, on account of the issuance of any surety bonds on behalf of the Debtors; (iii) surety collateral agreements governing collateral, if any, in connection with the Debtors' surety bonds; and/or (iv) ordinary course premium payments to the Surety for the Debtors' surety bonds (collectively, the "Surety Bond Program," and the Debtors' obligations arising therefrom, the "Surety Bond Obligations") shall be reaffirmed and ratified by the applicable Reorganized Debtors and continue in full force and effect and are not discharged, enjoined or released by the Plan in any way. For the avoidance of doubt, nothing in the Plan, this Order or other agreements between the Debtors and third parties, including, without limitation, any exculpation, release, injunction, exclusions and discharge provision of the Plan, including, without limitation, any of those provisions contained in Article X of the Plan, shall bar, alter, limit, impair, release or modify or enjoin any Surety Bond Obligations. The Sureties are deemed to have opted out of any release, exculpation, injunction provisions of the Plan that apply or could be interpreted to apply to the Sureties, their rights or claims in any respect, and are otherwise not Releasing Parties under the Plan. The Surety Bond Program and all Surety Bond Obligations related thereto shall be treated by the Reorganized Debtors and the Surety in the ordinary course of business as if these Chapter 11 Cases had not been

commenced. For the avoidance of any doubt, with a reservation of rights to all parties, and only to the extent applicable, any agreements related to the Surety Bond Program are assumed by the Debtors and the Reorganized Debtors pursuant to section 365 of the Bankruptcy Code upon the Effective Date. Nothing in the Plan or this paragraph shall affect in any way the Surety's rights against any non-debtor, or any non-debtor's rights against the Surety, including under the Surety Bond Program or with regard to the Surety Bond Obligations."

The Debtors are not yet in a position to agree to the language (and reserve their rights to not agree in the future), but are working constructively with their surety bond providers on the above referenced issues and hope to consensually resolve these matters.

RECOMMENDATION

In the opinion of the Debtors, the Plan is preferable to the alternatives described in this Disclosure Statement because it provides for a larger distribution to the Debtors' creditors than would otherwise result in a liquidation under chapter 7 of the Bankruptcy Code. In addition, any alternative other than confirmation of the Plan could result in extensive delays and increased administrative expenses resulting in smaller distributions to Holders of Allowed Claims than that which is proposed under the Plan. Accordingly, the Debtors recommend that Holders of Claims entitled to vote on the Plan support confirmation of the Plan and vote to accept the Plan.

Respectfully submitted,

/s/ J. Philip McCormick, Jr.

Hi-Crush, Inc.

By: J. Philip McCormick, Jr.

Title: Chief Financial Officer

Dated: August 15, 2020

Prepared by:

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Proposed Counsel for the Debtors and Debtors in Possession

EXHIBIT A

Plan of Reorganization

Solicitation Version

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

In re:	:	Chapter 11
HI-CRUSH INC., *et al.*, [1]	:	Case No. 20-33495 (DRJ)
Debtors.	:	(Jointly Administered)

JOINT PLAN OF REORGANIZATION FOR HI-CRUSH INC. AND ITS AFFILIATE DEBTORS UNDER CHAPTER 11 OF THE BANKRUPTCY CODE

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Proposed Counsel for the Debtors and Debtors-in-Possession

Dated: August 15, 2020

[1] 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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EXHIBITS

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Exhibit D	Restructuring Support Agreement
Exhibit E	Rights Offering Procedures

JOINT PLAN OF REORGANIZATION FOR HI-CRUSH INC. AND ITS AFFILIATE DEBTORS UNDER CHAPTER 11 OF THE BANKRUPTCY CODE

Hi-Crush Inc. and the other above-captioned debtors and debtors-in-possession (each a "**Debtor**" and, collectively, the "**Debtors**") jointly propose the following chapter 11 plan of reorganization (this "**Plan**") for the resolution of the outstanding Claims (as defined below) against, and Equity Interests (as defined below) in, each of the Debtors. Although proposed jointly for administrative purposes, this Plan constitutes a separate Plan for each Debtor for the resolution of outstanding Claims against and Equity Interests in each Debtor pursuant to the Bankruptcy Code (as defined below). The Debtors are the proponents of this Plan within the meaning of section 1129 of the Bankruptcy Code. Reference is made to the Disclosure Statement (as such term is defined herein and distributed contemporaneously herewith) for a discussion of the Debtors' history, business, results of operations, historical financial information, and projections, and for a summary and analysis of this Plan, the treatment provided for herein and certain related matters. There also are other agreements and documents, which will be filed with the Bankruptcy Court (as defined below), that are referenced in this Plan or the Disclosure Statement as Exhibits or are a part of the Plan Supplement. All such Exhibits and the Plan Supplement are incorporated into and are a part of this Plan as if set forth in full herein. Subject to certain restrictions and requirements set forth in 11 U.S.C. § 1127, Fed. R. Bankr. P. 3019 and the terms and conditions set forth in this Plan, the Debtors reserve the right to alter, amend, modify, revoke or withdraw this Plan prior to its substantial consummation.

ARTICLE I.

RULES OF INTERPRETATION, COMPUTATION OF TIME AND DEFINED TERMS

A. Rules of Interpretation; Computation of Time

For purposes herein: (a) in the appropriate context, each term, whether stated in the singular or the plural, shall include both the singular and the plural, and pronouns stated in the masculine, feminine or neuter gender shall include the masculine, feminine and the neuter gender; (b) any reference herein to a contract, lease, instrument, release, indenture, or other agreement or document being in a particular form or on particular terms and conditions means that the referenced item shall be substantially in that form or substantially on those terms and conditions; (c) except as otherwise provided herein, any reference herein to an existing or to be Filed contract, lease, instrument, release, indenture, or other agreement or document shall mean as it may be amended, modified or supplemented from time to time; (d) any reference to an Entity as a Holder of a Claim or an Equity Interest includes that Entity's successors and assigns; (e) unless otherwise specified, all references herein to "Articles", "Sections", and "Exhibits" are references to Articles, Sections, and Exhibits hereof or hereto; (f) unless otherwise stated, the words ''herein,'' "hereof," "hereunder" and ''hereto'' refer to this Plan in its entirety rather than to a particular portion of this Plan; (g) subject to the provisions of any contract, certificate of incorporation, by-law, instrument, release, indenture, or other agreement or document entered into in connection with this Plan and except as expressly provided in Article XII.C of this Plan, the rights and obligations arising pursuant to this Plan shall be governed by, and construed and enforced in accordance with the applicable federal law, including the Bankruptcy Code and Bankruptcy Rules; (h) captions and headings to Articles and Sections are inserted for convenience of reference only and are not intended to be a part of or to affect the interpretation hereof; (i) the rules of construction set forth in section 102 of the Bankruptcy Code shall apply to this Plan; (j) references to a specific article, section, or subsection of any statute, rule, or regulation expressly referenced herein shall, unless otherwise specified, include any amendments to or successor provisions of such article, section, or subsection; (k) any term used in capitalized form herein that is not otherwise defined

but that is used in the Bankruptcy Code or the Bankruptcy Rules shall have the meaning assigned to that term in the Bankruptcy Code or the Bankruptcy Rules, as the case may be; (l) all references to docket numbers of documents Filed in the Chapter 11 Cases are references to the docket numbers under the Bankruptcy Court's CM/ECF system; (m) references to "shareholders," "directors," and/or "officers" shall also include "members" and/or "managers," as applicable, as such terms are defined under the applicable state limited liability company laws; (n) the words "include" and "including," and variations thereof, shall not be deemed to be terms of limitation, and shall be deemed to be followed by the words "without limitation"; (o) any reference in this Agreement to "$" or "dollars" shall mean U.S. dollars; and (p) all references to statutes, regulations, orders, rules of courts, and the like shall mean as amended from time to time, and as applicable to the Chapter 11 Cases, unless otherwise stated. Except as otherwise specifically provided in this Plan to the contrary, references in this Plan to "the Debtors" or to "the Reorganized Debtors" shall mean "the Debtors and the Reorganized Debtors", as applicable, to the extent the context requires.

Unless otherwise specifically stated herein, the provisions of Bankruptcy Rule 9006(a) shall apply in computing any period of time prescribed or allowed herein. If the date on which a transaction may occur pursuant to this Plan shall occur on a day that is not a Business Day, then such transaction shall instead occur on the next succeeding Business Day.

B. Defined Terms

Unless the context otherwise requires, the following terms shall have the following meanings when used in capitalized form herein:

"*510(b) Equity Claim*" means any Claim subordinated pursuant to section 510(b) of the Bankruptcy Code.

"*Accredited Investor*" has the same meaning ascribed to such term in Rule 501 under the Securities Act.

"*Ad Hoc Noteholders Committee*" means that certain ad hoc committee of Holders of the Prepetition Notes represented by the Ad Hoc Noteholders Committee Professionals.

"*Ad Hoc Noteholders Committee Fees and Expenses*" means all unpaid reasonable and documented costs, fees, disbursements, charges and out-of-pocket expenses of the Ad Hoc Noteholders Committee, in their capacity as DIP Term Loan Lenders and Backstop Parties, incurred in connection with the Chapter 11 Cases, including, but not limited to, the reasonable and documented costs, fees, disbursements, charges and out-of-pocket expenses of the Ad Hoc Noteholders Committee Professionals.

"*Ad Hoc Noteholders Committee Professionals*" means, collectively, (i) Paul, Weiss, Rifkind, Wharton & Garrison LLP, as counsel to the Ad Hoc Noteholders Committee, (ii) Porter Hedges LLP, as local counsel to the Ad Hoc Noteholders Committee, (iii) Moelis & Company LLC, as financial advisor and investment banker to the Ad Hoc Noteholders Committee, and (iv) any other professional retained by the Ad Hoc Noteholders Committee during the Chapter 11 Cases.

"*Administrative Claim*" means a Claim for costs and expenses of administration of the Chapter 11 Cases that are Allowed under sections 503(b), 507(a)(2), 507(b), or 1114(e)(2) of the Bankruptcy Code, including, without limitation: (a) any actual and necessary costs and expenses incurred on or after the Petition Date and through the Effective Date of preserving the Estates and operating the businesses of the Debtors; (b) Professional Fee Claims and any other compensation for legal, financial, advisory, accounting, and other services and reimbursement of expenses Allowed by the Bankruptcy Court under sections 328,

330, 331 or 503(b) of the Bankruptcy Code to the extent incurred on or after the Petition Date and through the Effective Date; (c) all fees and charges assessed against the Estates under section 1930, chapter 123, of title 28, United States Code; (d) the Backstop Expenses; (e) the Liquidated Damages Payment; (f) the Put Option Notes (which is only payable in New Secured Convertible Notes); (g) the Backstop Indemnification Obligations; and (h) the Cure Claim Amounts.

"*Administrative Claims Bar Date*" means the Business Day which is thirty (30) days after the Effective Date, or such other date as approved by Final Order of the Bankruptcy Court.

"*Affiliate*" means an "affiliate" as defined in section 101(2) of the Bankruptcy Code.

"*Affiliate Debtor(s)*" means, individually or collectively, any Debtor or Debtors other than Parent.

"*AI Questionnaire*" means the accredited investor questionnaire sent to each Holder of an Allowed Prepetition Notes Claim or an Eligible General Unsecured Claim in accordance with the Rights Offering Procedures.

"*Allowed*" means, with respect to a Claim or Equity Interest, an Allowed Claim or Equity Interest in a particular Class or category specified. Any reference herein to the allowance of a particular Allowed Claim includes both the secured and unsecured portions of such Claim.

"*Allowed Claim*" means any Claim that is not a Disputed Claim or a Disallowed Claim and (a) for which a Proof of Claim has been timely Filed by the applicable Claims Bar Date and as to which no objection to allowance thereof has been timely interposed within the applicable period of time fixed by this Plan, the Bankruptcy Code, the Bankruptcy Rules or order of the Bankruptcy Court; (b) that has been listed by the Debtors in their Schedules as liquidated in a specified amount and is not disputed or contingent and for which no contrary Proof of Claim has been timely Filed; or (c) that is expressly Allowed pursuant to the terms of this Plan or a Final Order of the Bankruptcy Court. The term "Allowed Claim" shall not, for purposes of computing distributions under this Plan, include interest on such Claim from and after the Petition Date, except as provided in sections 506(b) or 511 of the Bankruptcy Code or as otherwise expressly set forth in this Plan or a Final Order of the Bankruptcy Court.

"*Amended/New Organizational Documents*" means, as applicable, the amended and restated or new applicable organizational documents of Reorganized Parent in substantially the form Filed with the Plan Supplement.

"*Avoidance Actions*" means any and all actual or potential avoidance, recovery, subordination or similar actions or remedies that may be brought by and on behalf of the Debtors or their Estates under the Bankruptcy Code or applicable non-bankruptcy law, including, without limitation, actions or remedies arising under chapter 5 of the Bankruptcy Code.

"*Backstop Commitment*" has the meaning set forth in the Backstop Purchase Agreement.

"*Backstop Parties*" has the meaning set forth in the Backstop Purchase Agreement.

"*Backstop Expenses*" has the meaning set forth in the Backstop Purchase Agreement.

"*Backstop Indemnification Obligations*" means the Debtors' obligations to indemnify the parties identified in the Backstop Purchase Agreement on the terms and conditions set forth in the Backstop Purchase Agreement.

"*Backstop Order*" means that certain *Order (I) Authorizing Debtors to (A) Enter into Backstop Purchase Agreement, (B) Pay Certain Amounts and Related Expenses, and (C) Provide Indemnification Obligations to Certain Parties, and (II) Granting Related Relief*, entered by the Bankruptcy Court on August 14, 2020 (Docket No. 287), a copy of which is attached hereto as Exhibit A, as such order may be amended, supplemented or modified from time to time.

"*Backstop Purchase Agreement*" means the Backstop Purchase Agreement approved by the Bankruptcy Court in the Backstop Order, a copy of which is attached hereto as Exhibit B.

"*Ballots/Opt-Out Forms*" means the ballots and opt-out forms accompanying the Disclosure Statement and approved by the Bankruptcy Court in the Disclosure Statement Order.

"*Bankruptcy Code*" means title 11 of the United States Code, 11 U.S.C. §§ 101-1532, as amended from time to time and as applicable to the Chapter 11 Cases.

"*Bankruptcy Court*" means the United States Bankruptcy Court for the Southern District of Texas, having jurisdiction over the Chapter 11 Cases and, to the extent of the withdrawal of any reference under section 157 of title 28 of the United States Code and/or the Order of the United States District Court for the Southern District of Texas pursuant to section 157(a) of the Judicial Code, the United States District Court for the Southern District of Texas.

"*Bankruptcy Rules*" means the Federal Rules of Bankruptcy Procedure and the Local Rules of the Bankruptcy Court, in each case as amended from time to time and as applicable to the Chapter 11 Cases.

"*Business Day*" means any day, other than a Saturday, Sunday or "legal holiday" (as defined in Bankruptcy Rule 9006(a)).

"*Cash*" means the legal tender of the United States of America or the equivalent thereof.

"*Carve-Out Reserve*" means the reserve, established and maintained by the Reorganized Debtors in an interest-bearing escrow account, funded by the Debtors from Cash on hand on the Effective Date in an amount equal to the Carve-Out Reserve Amount, to pay in full in Cash the Professional Fee Claims incurred on or prior to the Effective Date.

"*Carve-Out Reserve Amount*" means the estimated amount determined by the Debtors, with the consent of the Required Consenting Noteholders or approved by order of the Bankruptcy Court, to satisfy the aggregate amount of Professional Fee Claims and other unpaid fees, costs, and expenses that the Debtors have incurred or are reasonably expected to incur from the Professionals for services rendered to the Debtors prior to and as of the Effective Date.

"*Causes of Action*" means any and all actions, claims, proceedings, causes of action, suits, accounts, demands, controversies, agreements, promises, rights to legal remedies, rights to equitable remedies, rights to payment and claims, whether known, unknown, reduced to judgment, not reduced to judgment, liquidated, unliquidated, fixed, contingent, matured, unmatured, disputed, undisputed, secured or unsecured, and whether asserted or assertable directly or derivatively, in law, equity or otherwise, including actions brought prior to the Petition Date, Avoidance Actions, and actions against any Person or Entity for failure to pay for products or services provided or rendered by the Debtors, all claims, suits or proceedings relating to enforcement of the Debtors' intellectual property rights, including patents, copyrights and trademarks, and all claims or causes of action seeking recovery of the Debtors' or the Reorganized Debtors' accounts receivable or other receivables or rights to payment created or arising in the ordinary course of the Debtors' or the Reorganized Debtors' businesses, based in whole or in part upon any act or omission or

other event occurring prior to the Petition Date or during the course of the Chapter 11 Cases, including through the Effective Date.

"*Chapter 11 Case(s)*" means (a) when used with reference to a particular Debtor, the case under chapter 11 of the Bankruptcy Code commenced by such Debtor in the Bankruptcy Court, and (b) when used with reference to all Debtors, the cases under chapter 11 of the Bankruptcy Code commenced by the Debtors in the Bankruptcy Court being jointly administered under Case No. 20-33495 (DRJ)

"*Claim*" means any "claim" (as defined in section 101(5) of the Bankruptcy Code) against any Debtor.

"*Claims Bar Date*" means the last date for filing a Proof of Claim in these Chapter 11 Cases, as provided in the Claims Bar Date Order.

"*Claims Bar Date Order*" means that certain *Order (I) Establishing (A) Bar Dates and (B) Related Procedures for Filing Proofs of Claim (II) Approving the Form and Manner of Notice Thereof, and (III) Granting Related Relief* entered by the Bankruptcy Court on July 13, 2020 (Docket No. 88), as amended, supplemented or modified from time to time.

"*Claims Objection Deadline*" means, with respect to any Claim, the latest of (a) one hundred eighty (180) days after the Effective Date; (b) ninety (90) days after the Filing of an applicable Proof of Claim, or (c) such other date as may be specifically fixed by Final Order of the Bankruptcy Court for objecting to such Claim.

"*Claims Register*" means the official register of Claims maintained by the Voting and Claims Agent.

"*Class*" means a category of Holders of Claims or Equity Interests as set forth in Article III hereof pursuant to section 1122(a) of the Bankruptcy Code.

"*CM/ECF*" means the Bankruptcy Court's Case Management and Electronic Case Filing system.

"*Collateral*" means any property or interest in property of the Debtors' Estates that is subject to a valid and enforceable Lien to secure a Claim.

"*Commission*" means the U.S. Securities and Exchange Commission.

"*Committee*" means the official committee of unsecured creditors appointed in the Chapter 11 Cases, if any.

"*Confirmation*" means the occurrence of the Confirmation Date, subject to all conditions specified in Article IX of this Plan having been satisfied or waived pursuant to Article IX of this Plan.

"*Confirmation Date*" means the date on which the clerk of the Bankruptcy Court enters the Confirmation Order on the docket of the Bankruptcy Court in the Chapter 11 Cases.

"*Confirmation Hearing*" means the hearing held by the Bankruptcy Court pursuant to section 1128 of the Bankruptcy Code to consider confirmation of this Plan, as such hearing may be adjourned or continued from time to time.

"*Confirmation Order*" means the order of the Bankruptcy Court confirming this Plan pursuant to section 1129 of the Bankruptcy Code, which order shall be consistent in all material respects with the Restructuring Support Agreement and the Restructuring Term Sheet, and otherwise in form and substance acceptable to the Debtors and the Required Consenting Noteholders in the manner set forth in the Restructuring Support Agreement.

"*Consenting Noteholders*" means those Holders of the Prepetition Notes that are party to the Restructuring Support Agreement as "Consenting Noteholders" thereunder.

"*Consummation*" means the occurrence of the Effective Date.

"*Cure Claim Amount*" has the meaning set forth in Article VI.B of this Plan.

"*D&O Liability Insurance Policies*" means all unexpired insurance policies (including, without limitation, the D&O Tail Policy, any general liability policies, any errors and omissions policies, and, in each case, any agreements, documents, or instruments related thereto) issued at any time and providing coverage for liability of any Debtor's directors, managers, and officers.

"*D&O Tail Policy*" means that certain directors' & officers' liability insurance policy purchased by the Debtors prior to the Petition Date.

"*Debtor(s)*" means, individually, any of the above-captioned debtors and debtors-in-possession and, collectively, all of the above-captioned debtors and debtors-in-possession.

"*Debtor Release*" has the meaning set forth in Article X.B hereof.

"*Debtor Releasing Parties*" has the meaning set forth in Article X.B hereof.

"*Designated Persons*" means, collectively, any of the Debtors' senior officers or managers, as applicable, who (i) received retention payments from the Debtors in July 2020 and prior to the Petition Date and (ii) are not employed by the Reorganized Debtors as of June 30, 2021.

"*DIP ABL Agent*" means JPMorgan Chase Bank, N.A., or its duly appointed successor, in its capacity as administrative agent and collateral agent under the DIP ABL Credit Agreement.

"*DIP ABL Credit Agreement*" means that certain Senior Secured Debtor-in-Possession Credit Agreement, dated as of July 14, 2020, by and among the Debtors, the DIP ABL Agent, and the DIP ABL Lenders, as amended, amended and restated, supplemented or otherwise modified from time to time in accordance with the terms thereof prior to the Effective Date.

"*DIP ABL Facility*" means the debtor-in-possession financing facility provided by the DIP ABL Lenders.

"*DIP ABL Facility Claims*" means any and all Claims arising from, under, or in connection with the DIP ABL Credit Agreement or any other DIP ABL Loan Documents, including Claims for all principal amounts outstanding, interest, fees, expenses, costs, and other charges and all other "Secured Obligations" as defined in the DIP ABL Credit Agreement.

"*DIP ABL Facility Liens*" means the Liens securing the payment of the DIP ABL Facility Claims.

"*DIP ABL Loan Documents*" means the "Loan Documents" as defined in the DIP ABL Credit Agreement, as well as any documents evidencing "Banking Services Obligations" and any documents evidencing obligations owing to an "Swap Counterparties" under any "Hedging Arrangements" (each as defined in the DIP ABL Credit Agreement), and the DIP Orders, in each case as amended, amended and restated, supplemented or otherwise modified from time to time in accordance with the terms thereof prior to the Effective Date.

"*DIP ABL Lenders*" means the lenders party to the DIP ABL Credit Agreement from time to time.

"*DIP Agents*" means the DIP ABL Agent and the DIP Term Loan Agent.

"*DIP Credit Agreements*" means the DIP ABL Credit Agreement and the DIP Term Loan Credit Agreement.

"*DIP Contingent Obligations*" means all contingent obligations not due and payable under the DIP Loan Documents on the Effective Date, including any and all indemnification and expense reimbursement obligations of the Debtors that are contingent as of the Effective Date.

"*DIP Facilities*" means the DIP ABL Facility and the DIP Term Loan Facility.

"*DIP Facility Claims*" means the DIP ABL Facility Claims and the DIP Term Loan Facility Claims.

"*DIP Facility Liens*" means the DIP ABL Facility Liens and the DIP Term Loan Facility Liens.

"*DIP Lenders*" means the DIP ABL Lenders and the DIP Term Loan Lenders.

"*DIP Loan Documents*" means the DIP ABL Loan Documents and the DIP Term Loan Documents.

"*DIP Orders*" means the Interim DIP Order and the Final DIP Order.

"*DIP Term Loan Agent*" means Cantor Fitzgerald Securities, or its duly appointed successor, in its capacity as administrative agent and collateral agent under the DIP Term Loan Credit Agreement.

"*DIP Term Loan Credit Agreement*" means that certain that certain Senior Secured Debtor-in-Possession Term Loan Credit Agreement, dated as of July 14, 2020, by and among the Debtors, the DIP Term Loan Agent, and the DIP Term Loan Lenders, as amended, amended and restated, supplemented or otherwise modified from time to time in accordance with the terms thereof prior to the Effective Date.

"*DIP Term Loan Facility*" means the debtor-in-possession financing facility provided by the DIP Term Loan Lenders.

"*DIP Term Loan Facility Claims*" means any and all Claims arising from, under, or in connection with the DIP Term Loan Credit Agreement or any other DIP Term Loan Documents, including Claims for all principal amounts outstanding, interest, fees, expenses, costs, and other charges and all other "Obligations" as defined in the DIP Term Loan Credit Agreement.

"*DIP Term Loan Facility Liens*" means the Liens securing the payment of the DIP Term Loan Facility Claims.

"*DIP Term Loan Documents*" means the "Loan Documents" as defined in the DIP Term Loan Credit Agreement, and the DIP Orders, in each case as amended, amended and restated, supplemented or otherwise modified from time to time in accordance with the terms thereof prior to the Effective Date.

"*DIP Term Loan Lenders*" means the lenders party to the DIP Term Loan Credit Agreement from time to time.

"*Disallowed Claim*" means a Claim, or any portion thereof, that (a) is determined to be disallowed pursuant to a Final Order of the Bankruptcy Court or is deemed disallowed in accordance with the terms of this Plan or the Confirmation Order, (b) (i) is Scheduled at zero, in an unknown amount or as contingent, disputed or unliquidated and (ii) as to which the Claims Bar Date has been established but no Proof of Claim has been timely Filed or deemed timely Filed under applicable law, or (c) (i) is not Scheduled and (ii) as to which the Claims Bar Date has been established but no Proof of Claim has been timely Filed or deemed timely Filed under applicable law.

"*Disclosure Statement*" means that certain *Disclosure Statement for the Joint Plan of Reorganization for Hi-Crush Inc. and its Affiliate Debtors under Chapter 11 of the Bankruptcy Code*, dated as of August 15, 2020, as amended, supplemented, or modified from time to time and including all exhibits and schedules thereto and references therein that relate to this Plan and as approved by the Disclosure Statement Order.

"*Disclosure Statement Order*" means that certain *Order (I) Approving the Disclosure Statement, (II) Establishing the Voting Record Date, Voting Deadline and Other Dates, (III) Approving Procedures for Soliciting, Receiving and Tabulating Votes on the Plan and for Filing Objections to the Plan, (IV) Approving the Manner and Form of Notice and Other Related Documents, (V) Approving Rights Offering Procedures, (VI) Approving Procedures for Assumption of Contracts and Leases and Form and Manner of Assumption Notice, and (VII) Granting Related Relief*, entered by the Bankruptcy Court on August 14, 2020 (Docket No. 288), as amended, supplemented or modified from time to time.

"*Disputed Claim*" means any Claim, or any portion thereof, that as of any date of determination is not a Disallowed Claim and has not been Allowed pursuant to this Plan or a Final Order of the Bankruptcy Court, and

(a) if a Proof of Claim has been timely Filed by the applicable Claims Bar Date, such Claim is designated on such Proof of Claim as unliquidated, contingent or disputed, or in zero or unknown amount, and has not been resolved by written agreement of the parties or a Final Order of the Bankruptcy Court; or

(b) that is the subject of an objection or request for estimation Filed in the Bankruptcy Court and which such objection or request for estimation has not been withdrawn, resolved or overruled by Final Order of the Bankruptcy Court; or

(c) that is otherwise disputed by any Debtor in accordance with the provisions of this Plan or applicable law, which dispute has not been withdrawn, resolved or overruled by Final Order.

"*Distribution Agent*" means the Reorganized Debtors or any party designated by the Reorganized Debtors to serve as distribution agent under this Plan. For purposes of distributions under this Plan to the Holders of Allowed DIP Facility Claims, Allowed Prepetition Credit Agreement Claims and Allowed Prepetition Notes Claims, the DIP Agents, the Prepetition Credit Agreement Agent, and the Prepetition Notes Indenture Trustee, respectively, will be and shall act as the Distribution Agent.

"*Distribution Record Date*" means the date for determining which Holders of Claims are eligible to receive distributions under this Plan, which date shall be the Effective Date.

"*DTC*" means The Depository Trust Company.

"*Effective Date*" means the date on which this Plan shall take effect, which date shall be the first Business Day on which (a) no stay of the Confirmation Order is in effect, and (b) the conditions specified in Article IX of this Plan, have been satisfied or waived in accordance with the terms of Article IX, which date shall be specified in a notice Filed by the Reorganized Debtors with the Bankruptcy Court.

"*Eligible General Unsecured Claim*" means any General Unsecured Claim that is either Allowed or Disputed; provided, that to the extent such General Unsecured Claim is Disputed, it must become an Allowed Claim by the dated that is one (1) Business Day after entry of the Confirmation Order by the Bankruptcy Court.

"*Entity*" means an "entity" as defined in section 101(15) of the Bankruptcy Code.

"*Equity Interest*" means (a) any Equity Security in any Debtor, including, without limitation, all issued, unissued, authorized or outstanding shares of stock and other ownership interests, together with (i) any options, warrants or contractual rights to purchase or acquire any such Equity Securities at any time with respect to any Debtor, and all rights arising with respect thereto and (ii) the rights of any Person or Entity to purchase or demand the issuance of any of the foregoing and shall include: (1) conversion, exchange, voting, participation, and dividend rights; (2) liquidation preferences; (3) options, warrants, and call and put rights; and (4) share-appreciation rights; (b) any Unexercised Equity Interest; and (c) any 510(b) Equity Claim, in each case, as in existence immediately prior to the Effective Date.

"*Equity Security*" means an "equity security" as defined in section 101(16) of the Bankruptcy Code.

"*Estate(s)*" means, individually, the estate of each of the Debtors and, collectively, the estates of all of the Debtors created under section 541 of the Bankruptcy Code.

"*Exchange Act*" means the Securities Exchange Act of 1934, 15 U.S.C. §§ 78a *et seq*., as now in effect or hereafter amended, and any similar federal, state or local law.

"*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.

"*Exculpation*" means the exculpation provision set forth in Article X.E hereof.

"*Executory Contract*" means a contract to which any Debtor is a party that is subject to assumption or rejection under section 365 of the Bankruptcy Code.

"*Exhibit*" means an exhibit annexed to either this Plan or as an appendix to the Disclosure Statement (as such exhibits are amended, modified or otherwise supplemented from time to time).

"*Exit Facility Agent*" means the administrative agent and collateral agent under the Exit Facility Credit Agreement, solely in its capacity as such.

"*Exit Facility Credit Agreement*" means the credit agreement, in substantially the form Filed with the Plan Supplement, which credit agreement shall contain terms and conditions consistent in all respects with those set forth on the Exit Facility Term Sheet and shall be on terms and conditions as are acceptable to the Debtors and the Required Consenting Noteholders in the manner set forth in the Restructuring Support Agreement.

"*Exit Facility Lenders*" means each of the lenders under the Exit Facility Credit Agreement, solely in their respective capacities as such.

"*Exit Facility Loan Documents*" means the Exit Facility Credit Agreement and any other guarantee, security agreement, deed of trust, mortgage, and other documents (including UCC financing statements), contracts, and agreements entered into with respect to, or in connection with, the Exit Facility Credit Agreement.

"*Exit Facility Loans*" means the loans contemplated under the Exit Facility Credit Agreement.

"*Exit Facility Term Sheet*" means the term sheet attached hereto as Exhibit C.

"*Face Amount*" means (a) when used in reference to a Disputed Claim, the full stated amount of the Claim asserted by the applicable Holder in any Proof of Claim timely Filed with the Bankruptcy Court and (b) when used in reference to an Allowed Claim, the Allowed amount of such Claim.

"*File*" or "*Filed*" or "*Filing*" means file, filed or filing with the Bankruptcy Court or its authorized designee in the Chapter 11 Cases.

"*Final DIP Order*" means that certain *Final Order (I) Authorizing the Debtors to Obtain Postpetition Financing, (II) Authorizing the Debtors to Use Cash Collateral, (III) Granting Liens and Providing Superpriority Administrative Expense Claims, (IV) Granting Adequate Protection to Prepetition ABL Secured Parties, (V) Modifying Automatic Stay, (VI) Scheduling a Final Hearing, and (VII) Granting Related Relief* entered by the Bankruptcy Court on August 4, 2020 (Docket No. 209), as amended, supplemented or modified from time to time.

"*Final Order*" means an order or judgment of the Bankruptcy Court (or any other court of competent jurisdiction) entered by the Clerk of the Bankruptcy Court (or such other court) on the docket in the Chapter 11 Cases (or the docket of such other court), which has not been modified, amended, reversed, vacated or stayed and as to which (x) the time to appeal, petition for certiorari, or move for a new trial, stay, reargument or rehearing has expired and as to which no appeal, petition for certiorari or motion for new trial, stay, reargument or rehearing shall then be pending or (y) if an appeal, writ of certiorari, new trial, stay, reargument or rehearing thereof has been sought, such order or judgment of the Bankruptcy Court (or other court of competent jurisdiction) shall have been affirmed by the highest court to which such order was appealed, or certiorari shall have been denied, or a new trial, stay, reargument or rehearing shall have been denied or resulted in no modification of such order, and the time to take any further appeal, petition for certiorari or move for a new trial, stay, reargument or rehearing shall have expired, as a result of which such order shall have become final in accordance with Rule 8002 of the Federal Rules of Bankruptcy Procedure; provided that no order shall fail to be a Final Order solely due to the possibility that a motion pursuant to section 502(j) of the Bankruptcy Code, Rules 59 or 60 of the Federal Rules of Civil Procedure, or Rule 9024 of the Bankruptcy Rules may be filed with respect to such order.

"*General Unsecured Claim*" means any 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.

"*Governmental Unit*" means a "governmental unit" as defined in section 101(27) of the Bankruptcy Code.

"*Holder*" means an Entity holding a Claim or Equity Interest, as the context requires.

"*Impaired*" means, when used in reference to a Claim or Equity Interest, a Claim or Equity Interest that is "impaired" within the meaning of section 1124 of the Bankruptcy Code.

"*Indemnification Provisions*" means, collectively, each of the provisions in existence immediately prior to the Effective Date (whether in bylaws, certificates of formation or incorporation, board resolutions, employment contracts, or otherwise) whereby any Debtor agrees to indemnify, reimburse, provide contribution or advance fees and expenses to or for the benefit of, defend, exculpate, or limit the liability of, any Indemnified Party.

"*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 this Plan.

"*Initial Distribution Date*" means the date that is on or as soon as reasonably practicable after the Effective Date, but no later than thirty (30) days after the Effective Date, when, subject to the "Treatment" sections in Article III hereof, distributions under this Plan shall commence to Holders of Allowed Claims; provided that any applicable distributions under this Plan on account of the DIP Facility Claims and the

Prepetition Debt Claims shall be made to the applicable Distribution Agent on the Effective Date, and each such Distribution Agent shall make its respective distributions as soon as practicable thereafter.

"*Insurance Contract*" means all insurance policies and all surety bonds and related agreements of indemnity that have been issued at any time to, or provide coverage to, any of the Debtors and all agreements, documents, or instruments relating thereto.

"*Insurer*" means any company or other entity that issued any Insurance Contract, and any respective predecessors and/or affiliates thereof.

"*Intercompany Claim*" means any Claim against any of the Debtors held by another Debtor or non-Debtor Affiliate, other than an Administrative Claim.

"*Interim DIP Order*" means that certain *Interim Order (I) Authorizing the Debtors to Obtain Postpetition Financing, (II) Authorizing the Debtors to Use Cash Collateral, (III) Granting Liens and Providing Superpriority Administrative Expense Claims, (IV) Granting Adequate Protection to Prepetition ABL Secured Parties, (V) Modifying Automatic Stay, (VI) Scheduling a Final Hearing, and (VII) Granting Related Relief* entered by the Bankruptcy Court on July 13, 2020 (Docket No. 98), as amended, supplemented or modified from time to time.

"*IRC*" means the Internal Revenue Code of 1986, as amended.

"*IRS*" means the Internal Revenue Service of the United States of America.

"*Lien*" means a "lien" as defined in section 101(37) of the Bankruptcy Code, and, with respect to any property or asset, includes, without limitation, any mortgage, lien, pledge, charge, security interest or other encumbrance of any kind, or any other type of preferential arrangement that has the practical effect of creating a security interest, in respect of such property or asset.

"*Liquidated Damages Payment*" has the meaning set forth in the Backstop Purchase Agreement.

"*Local Rules*" means the Local Rules of Bankruptcy Practice and Procedure of the United States Bankruptcy Court for the Southern District of Texas.

"*New Board*" means the initial five (5) member board of directors of Reorganized Parent, which shall comprise the chief executive officer of Reorganized Parent and other directors designated by the Backstop Parties prior to the Effective Date. The members of the New Board shall be Filed with the Plan Supplement.

"*New Equity Interests*" means the ownership interests in Reorganized Parent authorized to be issued pursuant to this Plan (and subject to the Restructuring Transactions) and the Amended/New Organizational Documents.

"*New Equity Interests Pool*" means 100% of the New Equity Interests issued and outstanding on the Effective Date to be distributed to the Holders of Allowed Prepetition Notes Claims and Allowed General Unsecured Claims in accordance with Article III of this Plan, 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.

"*New Management Incentive Plan*" means the management equity incentive plan to be adopted by the New Board as described in Article V.H hereof.

"*New Management Incentive Plan Equity*" means the New Equity Interests issued under or pursuant to the New Management Incentive Plan.

"*New Registration Rights Agreement*" means, if applicable, that certain registration rights agreement with respect to the New Equity Interests, in substantially the form Filed with the Plan Supplement, which agreement shall contain terms and conditions as are acceptable to the Debtors and the Required Consenting Noteholders in the manner set forth in the Restructuring Support Agreement.

"*New Secured Convertible Noteholder*" means a Holder of the New Secured Convertible Notes.

"*New Secured Convertible Notes*" means the new secured convertible notes to be issued by the Reorganized Debtors on the Effective Date, consisting of (a) the new secured convertible notes to be issued pursuant to the Rights Offering and (b) the Put Option Notes, which will each have the terms set forth in the New Secured Convertible Notes Indenture.

"*New Secured Convertible Notes Documents*" means the New Secured Convertible Notes Indenture and any other guarantee, security agreement, deed of trust, mortgage, and other documents (including UCC financing statements), contracts, and agreements entered into with respect to, or in connection with, the New Secured Convertible Notes Indenture.

"*New Secured Convertible Notes Indenture*" means the indenture governing the New Secured Convertible Notes, in substantially the form Filed with the Plan Supplement, which indenture shall contain terms and conditions consistent in all respects with those set forth on the Restructuring Term Sheet and shall be on terms and conditions as are acceptable to the Debtors and the Required Consenting Noteholders in the manner set forth in the Restructuring Support Agreement.

"*New Secured Convertible Notes Indenture Trustee*" means the indenture trustee under the New Secured Convertible Notes Indenture, to be selected by the Required Backstop Parties.

"*New Stockholders Agreement*" means that certain stockholders agreement of Reorganized Parent, in substantially the form Filed with the Plan Supplement, which agreement shall contain terms and conditions acceptable to the Debtors and the Required Consenting Noteholders in the manner set forth in the Restructuring Support Agreement.

"*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 this 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 this Plan; and

(o) the Releasing Old Parent Interestholders.

"*Non-Voting Classes*" means, collectively, Classes 1-3 and 6-8.

"*Notice*" has the meaning set forth in Article XII.J of this Plan.

"*Old Affiliate Interests*" means, collectively, the Equity Interests in each Parent Subsidiary, in each case as in existence immediately prior to the Effective Date.

"*Old Parent Interest*" means the Equity Interests in Parent, as in existence immediately prior to the Effective Date.

"*Ordinary Course Professionals Order*" means that certain *Order Authorizing Debtors to Retain and Compensate Professionals Used in the Ordinary Course of Business* as may be entered by the Bankruptcy Court, as amended, supplemented or modified from time to time.

"*Other Priority Claim*" means any Claim accorded priority in right of payment under section 507(a) of the Bankruptcy Code, other than a Priority Tax Claim, an Administrative Claim, or a DIP Facility Claim.

"*Other Secured Claim*" means any Secured Claim other than an Administrative Claim, Secured Tax Claim, DIP Facility Claim, or Prepetition Credit Agreement Claim.

"*Parent*" means Hi-Crush Inc. (formerly known as Hi-Crush Partners LP), a Delaware corporation, and a debtor-in-possession in these Chapter 11 Cases.

"*Parent Subsidiary*" means each direct and indirect, wholly-owned subsidiary of Parent.

"*Person*" means a "person" as defined in section 101(41) of the Bankruptcy Code and also includes any natural person, corporation, general or limited partnership, limited liability company, firm, trust, association, government, governmental agency or other Entity, whether acting in an individual, fiduciary or other capacity.

"*Petition Date*" means July 12, 2020.

"*Plan*" means this *Joint Plan of Reorganization for Hi-Crush Inc. and its Affiliate Debtors under Chapter 11 of the Bankruptcy Code*, dated August 15, 2020, including the Exhibits and all supplements, appendices, and schedules thereto (including any appendices, exhibits, schedules, and supplements to this

Plan that are contained in the Plan Supplement), either in its present form or as the same may be amended, supplemented, or modified from time to time.

"*Plan Objection Deadline*" means the date and time by which objections to Confirmation and Consummation of this Plan must be Filed with the Bankruptcy Court and served in accordance with the Disclosure Statement Order, which date is September 18, 2020 as set forth in the Disclosure Statement Order.

"*Plan Securities*" has the meaning set forth in Article V.I of this Plan.

"*Plan Securities and Documents*" has the meaning set forth in Article V.I of this Plan.

"*Plan Supplement*" means, collectively, the compilation of documents and forms of documents, schedules, and exhibits to this Plan (as amended, supplemented, or modified from time to time in accordance with the terms hereof, the Bankruptcy Code, the Bankruptcy Rules, and the Restructuring Support Agreement), all of which are incorporated by reference into, and are an integral part of, this Plan, to be Filed by the Debtors no later than seven (7) days before the Plan Objection Deadline or such later date as may be approved by the Bankruptcy Court on notice to parties in interest, and additional documents or amendments to previously Filed documents, Filed before the Effective Date as amendments to the Plan Supplement, including the following, as applicable: (a) the Exit Facility Credit Agreement; (b) the Amended/New Organizational Documents; (c) the Retained Causes of Action; (d) to the extent known, a disclosure of the members of the New Board; (e) the New Secured Convertible Notes Indenture; (f) the Schedule of Rejected Executory Contracts and Unexpired Leases; (g) the New Stockholders Agreement and (h) the New Registration Rights Agreement (if applicable). The Debtors shall have the right to amend the documents contained in, and exhibits to, the Plan Supplement through the Effective Date subject in all respects to the consent rights set forth herein and in the Restructuring Support Agreement.

"*Prepetition Credit Agreement*" means that certain Credit Agreement, dated as August 1, 2018 (as the same may be amended, modified or supplemented from time to time) among Parent, as borrower, the guarantors party thereto from time to time, the Prepetition Credit Agreement Agent, the Prepetition Credit Agreement Lenders, and the other agents and parties party thereto.

"*Prepetition Credit Agreement Agent*" means JPMorgan Chase Bank, N.A. in its capacity as administrative agent under the Prepetition Credit Agreement.

"*Prepetition Credit Agreement Agent and Lender Fees and Expenses*" means all unpaid fees and reasonable and documented out-of-pocket costs and expenses (regardless of whether such fees, costs, and expenses were incurred before or after the Petition Date) of the Prepetition Credit Agreement Agent and the Prepetition Credit Agreement Lenders, including, without limitation, the reasonable fees, costs, and expenses of attorneys, advisors, consultants, or other professionals retained by the Prepetition Credit Agreement Agent, that are payable in accordance with the terms of the Prepetition Credit Agreement or the DIP Orders.

"*Prepetition Credit Agreement Claims*" means all claims and obligations arising under or in connection with the Prepetition Credit Agreement or any other Prepetition Loan Document.

"*Prepetition Credit Agreement Lenders*" means the lenders party from time to time to the Prepetition Credit Agreement.

"*Prepetition Credit Agreement Liens*" means the Liens securing the payment of the Prepetition Credit Agreement Claims.

"*Prepetition Debt Claims*" means, collectively, the Prepetition Credit Agreement Claims and the Prepetition Notes Claims.

"*Prepetition Debt Documents*" means, collectively, the Prepetition Credit Agreement, the Prepetition Loan Documents, the Prepetition Notes, and the Prepetition Notes Indenture.

"*Prepetition Loan Documents*" means the "Loan Documents" as defined in the Prepetition Credit Agreement, in each case as amended, supplemented, or modified from time to time prior to the Petition Date.

"*Prepetition Noteholder*" means a Holder of the Prepetition Notes.

"*Prepetition Notes*" means those certain 9.500% senior unsecured notes due 2026 issued by Parent pursuant to the Prepetition Notes Indenture.

"*Prepetition Notes Claims*" means any and all Claims arising from, under, or in connection with the Prepetition Notes, the Prepetition Notes Indenture or any other related document or agreement.

"*Prepetition Notes Indenture*" means that certain indenture, dated as of August 1, 2018 among Parent, the guarantors named therein or party thereto, and the Prepetition Notes Indenture Trustee, as may be amended modified or supplemented from time to time.

"*Prepetition Notes Indenture Trustee*" means U.S. Bank National Association, solely in its capacity as indenture trustee under the Prepetition Notes Indenture.

"*Prepetition Notes Indenture Trustee Charging Lien*" means any Lien or other priority in payment arising prior to the Effective Date to which the Prepetition Notes Indenture Trustee is entitled, pursuant to the Prepetition Notes Indenture, against distributions to be made to Holders of Allowed Prepetition Notes Claims for payment of any Prepetition Notes Indenture Trustee Fees and Expenses.

"*Prepetition Notes Indenture Trustee Fees and Expenses*" means the reasonable and documented compensation, fees, expenses, disbursements and indemnity claims incurred by the Prepetition Notes Indenture Trustee, including without limitation, attorneys' and agents' fees, expenses and disbursements, incurred by the Prepetition Notes Indenture Trustee, whether prior to or after the Petition Date and whether prior to or after consummation of this Plan, in each case to the extent payable or reimbursable under the Prepetition Notes Indenture.

"*Priority Tax Claim*" means any Claim of a Governmental Unit of the kind specified in section 507(a)(8) of the Bankruptcy Code.

"*Pro Rata*" means the proportion that (a) the Face Amount of a Claim in a particular Class or Classes (or portions thereof, as applicable) bears to (b) the aggregate Face Amount of all Claims (including Disputed Claims, but excluding Disallowed Claims) in such Class or Classes (or portions thereof, as applicable), unless this Plan provides otherwise.

"*Professional*" means any Person or Entity retained by the Debtors or the Committee in the Chapter 11 Cases pursuant to section 327, 328, 363, and/or 1103 of the Bankruptcy Code (other than an ordinary course professional).

"*Professional Fee Claim*" means all Claims for accrued, contingent, and/or unpaid fees, costs, and expenses earned, accrued or incurred by a Professional in the Chapter 11 Cases on or after the Petition Date and through and including the Effective Date.

"*Professional Fees Bar Date*" means the Business Day that is forty-five (45) days after the Effective Date or such other date as approved by Final Order of the Bankruptcy Court.

"*Proof of Claim*" means a proof of Claim Filed against any Debtor in the Chapter 11 Cases.

"*Put Option Notes*" has the meaning set forth in the Backstop Purchase Agreement.

"*Questionnaire Deadline*" means September 4, 2020, as set forth in the Rights Offering Procedures.

"*Related Persons*" means, with respect to any Person or Entity, such Person's or Entity's respective predecessors, successors, assigns and present and former Affiliates (whether by operation of law or otherwise) and subsidiaries, and each of their respective current and former officers, directors, principals, employees, shareholders, members (including *ex officio* members and managing members), managers, managed accounts or funds, management companies, fund advisors, advisory or subcommittee board members, partners, agents, financial advisors, attorneys, accountants, investment bankers, investment advisors, consultants, representatives, and other professionals, in each case acting in such capacity at any time on or after the Petition Date, and any Person or Entity claiming by or through any of them, including such Related Persons' respective heirs, executors, estates, servants, and nominees; *provided*, *however*, that no insurer of any Debtor shall constitute a Related Person.

"*Release*" means the release given by the Releasing Parties to the Released Parties as set forth in Article X.B hereof.

"*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 this Plan.

"*Releasing Old Parent Interestholder*" means a Holder of an Old Parent Interest that does not affirmatively opt out of the Third Party Release as provided on its respective Ballot/Opt-Out Form.

"*Releasing Prepetition Noteholder*" means, collectively, (a) each Consenting Noteholder and (b) any other Prepetition Noteholder that does not affirmatively opt out of the Third Party Release as provided on its respective Ballot/Opt-Out Form.

"*Releasing Party*" has the meaning set forth in Article X.B hereof.

"*Reorganized Debtors*" means, subject to the Restructuring Transactions, the Debtors as reorganized pursuant to this Plan on or after the Effective Date, and their respective successors.

"*Reorganized Parent*" means, subject to the Restructuring Transactions, Hi-Crush Inc., a Delaware corporation, as reorganized pursuant to this Plan on or after the Effective Date, and its successors.

"*Required Backstop Parties*" has the meaning set forth in the Backstop Purchase Agreement.

"*Required Consenting Noteholders*" has the meaning set forth in the Restructuring Support Agreement.

"*Reserved New Equity Interests*" has the meaning set forth in Article V.I of this Plan

"*Restricted Holders*" has the meaning set forth in Article V.I of this Plan.

"*Restructuring Documents*" means, collectively, the documents and agreements (and the exhibits, schedules, annexes and supplements thereto) necessary to implement, or entered into in connection with, this Plan, including, without limitation, the Plan Supplement, the Exhibits, and the Plan Securities and Documents.

"*Restructuring Support Agreement*" means that certain Restructuring Support Agreement, dated as of July 12, 2020, by and between the Debtors and the Consenting Noteholders (as amended, supplemented or modified from time to time), a copy of which is attached hereto as Exhibit D.

"*Restructuring Term Sheet*" means the term sheet attached as Exhibit A to the Restructuring Support Agreement.

"*Restructuring Transaction*" has the meaning ascribed thereto in Article V.A of this Plan.

"*Retained Causes of Action*" means all claims, rights of action, suits or proceedings, whether in law or in equity, whether known or unknown, that any Debtor or any Estate may hold against any Person or Entity, including, without limitation, the Causes of Action of the Debtors or their Estates, in each case solely to the extent of the Debtors' or their Estates' interest therein. A non-exclusive list of the Retained

Causes of Action held by the Debtors as of the Effective Date shall be Filed with the Plan Supplement, which shall be deemed to include any derivative actions filed against any Debtor as of the Effective Date.

"*Rights Offering*" means that certain rights offering pursuant to which each Rights Offering Participant is entitled to receive Subscription Rights to acquire New Secured Convertible Notes on a Pro Rata basis in accordance with the Rights Offering Procedures and which will be fully backstopped by the Backstop Parties pursuant to the Backstop Purchase Agreement.

"*Rights Offering Participant*" means a Holder of an Allowed Prepetition Notes Claim or an Eligible General Unsecured Claim as of the Rights Offering Record Date who is an Accredited Investor and has completed an AI Questionnaire in accordance with the Rights Offering Procedures.

"*Rights Offering Procedures*" means the procedures for the implementation of the Rights Offering as approved in the Disclosure Statement Order, a copy of which is attached hereto as Exhibit E.

"*Rights Offering Record Date*" means September 4, 2020, the record date specified in the Disclosure Statement Order.

"*Rights Offering Termination Time*" means 5:00 p.m. (Prevailing Central Time) on September 29, 2020, as set forth in the Rights Offering Procedures.

"*Schedule of Rejected Executory Contracts and Unexpired Leases*" means the schedule of Executory Contracts and Unexpired Leases to be rejected by the Debtors pursuant to this Plan and Filed as part of the Plan Supplement, as such schedule may be amended, modified, or supplemented by the Debtors from time to time prior to the Confirmation Date, which Schedule of Rejected Executory Contracts and Unexpired Leases shall be subject to the consent of the Required Consenting Noteholders.

"*Scheduled*" means with respect to any Claim, the status and amount, if any, of such Claim as set forth in the Schedules.

"*Schedules*" means the schedules of assets and liabilities, schedules of Executory Contracts, and statement of financial affairs Filed by the Debtors pursuant to section 521 of the Bankruptcy Code and the applicable Bankruptcy Rules, as such Schedules may be amended, modified, or supplemented from time to time.

"*Secured Claim*" means a Claim that is secured by a Lien on property in which any of the Debtors' Estates have an interest or that is subject to setoff under section 553 of the Bankruptcy Code, to the extent of the value of the Claim holder's interest in such Estate's interest in such property or to the extent of the amount subject to setoff, as applicable, as determined pursuant to section 506(a) of the Bankruptcy Code or, in the case of setoff, pursuant to section 553 of the Bankruptcy Code.

"*Secured Tax Claim*" means any Secured Claim which, absent its secured status, would be entitled to priority in right of payment under section 507(a)(8) of the Bankruptcy Code.

"*Securities Act*" means the Securities Act of 1933, 15 U.S.C. §§ 77c-77aa, as now in effect or hereafter amended, and the rules and regulations promulgated thereunder.

"*Specified Employee Plans*" has the meaning set forth in Article VI.G of this Plan.

"*Stamp or Similar Tax*" means any stamp tax, recording tax, conveyance fee, intangible or similar tax, mortgage tax, personal or real property tax, real estate transfer tax, sales tax, use tax, transaction

privilege tax (including, without limitation, such taxes on prime contracting and owner-builder sales), privilege taxes (including, without limitation, privilege taxes on construction contracting with regard to speculative builders and owner builders), and other similar taxes or fees imposed or assessed by any Governmental Unit.

"*Subscription Rights*" means the right to participate in the Rights Offering as set forth in the Rights Offering Procedures.

"*Subsequent Distribution*" means any distribution of property under this Plan to Holders of Allowed Claims other than the initial distribution given to such Holders on the Initial Distribution Date.

"*Subsequent Distribution Date*" means the last Business Day of the month following the end of each calendar quarter after the Effective Date; *provided*, *however*, that if the Effective Date is within thirty (30) days of the end of a calendar quarter, then the first Subsequent Distribution Date will be the last Business Day of the month following the end of the first (1st) calendar quarter after the calendar quarter in which the Effective Date falls.

"*Third Party Release*" has the meaning set forth in Article X.B hereof.

"*Unexercised Equity Interests*" means any and all unexercised options, performance, stock units, restricted stock units, restricted stock awards, warrants, calls, rights, puts, awards, commitments, or any other agreements, arrangements, or commitments of any character, kind, or nature to acquire, exchange for, or convert into an Old Parent Interest, as in existence immediately prior to the Effective Date.

"*Unexpired Lease*" means a lease to which any Debtor is a party that is subject to assumption or rejection under section 365 of the Bankruptcy Code.

"*Unimpaired*" means, with respect to a Class of Claims or Equity Interests, a Claim or an Equity Interest that is "unimpaired" within the meaning of section 1124 of the Bankruptcy Code.

"*Unsubscribed Notes*" means the New Secured Convertible Notes offered for sale in the Rights Offering that are not subscribed for by the Rights Offering Participants by the Rights Offering Termination Time in accordance with the terms of the Rights Offering Procedures.

"*Unused Carve-Out Reserve Amount*" means the remaining Cash, if any, in the Carve-Out Reserve after all obligations and liabilities for which such reserve was established are paid, satisfied, and discharged in full in Cash or are Disallowed by Final Order in accordance with this Plan.

"*Voting and Claims Agent*" means Kurtzman Carson Consultants LLC, in its capacity as solicitation, notice, claims and balloting agent for the Debtors.

"*Voting Classes*" means Classes 4 and 5.

"*Voting Deadline*" means the date and time by which all Ballots/Opt-Out Forms must be received by the Voting and Claims Agent in accordance with the Disclosure Statement, as set forth in the Disclosure Statement Order.

"*Voting Record Date*" means August 14, 2020, as approved by the Bankruptcy Court in the Disclosure Statement Order, and is the date for determining which Holders of Claims in the Voting Classes are entitled, as applicable, to receive the Disclosure Statement and to vote to accept or reject this Plan.

ARTICLE II.

ADMINISTRATIVE, DIP FACILITY, AND PRIORITY TAX CLAIMS

A. Administrative Claims

Subject to sub-paragraph 1 below, on the later of the Effective Date or the date on which an Administrative Claim becomes an Allowed Administrative Claim, or, in each such case, as soon as reasonably practicable thereafter, each Holder of an Allowed Administrative Claim (other than an Allowed Professional Fee Claim) will receive, in full satisfaction, settlement, discharge and release of, and in exchange for, such Claim either (i) Cash equal to the amount of such Allowed Administrative Claim; or (ii) such other less favorable treatment as to which the Debtors (with the consent of the Required Consenting Noteholders) or Reorganized Debtors, as applicable, and the Holder of such Allowed Administrative Claim shall have agreed upon in writing; *provided*, *however*, that Administrative 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.

1. Bar Date for Administrative Claims

Except as otherwise provided in this Plan, unless previously Filed or paid, requests for payment of Administrative Claims must be Filed and served on the Reorganized Debtors pursuant to the procedures specified in the Confirmation Order and the notice of entry of the Confirmation Order or the occurrence of the Effective Date (as applicable) no later than the Administrative Claims Bar Date; provided that the foregoing shall not apply to either the Holders of Claims arising under section 503(b)(1)(D) of the Bankruptcy Code or the Bankruptcy Court or United States Trustee as the Holders of Administrative Claims. Holders of Administrative Claims that are required to File and serve a request for payment of such Administrative Claims that do not File and serve such a request by the Administrative Claims Bar Date shall be forever barred, estopped and enjoined from asserting such Administrative Claims against the Debtors, the Reorganized Debtors and their respective Estates and property and such Administrative Claims shall be deemed discharged as of the Effective Date. All such Claims shall, as of the Effective Date, be subject to the permanent injunction set forth in Article X.G hereof. Nothing in this Article II.A shall limit, alter, or impair the terms and conditions of the Claims Bar Date Order with respect to the Claims Bar Date for filing administrative expense claims arising under Section 503(b)(9) of the Bankruptcy Code.

Objections to such requests must be Filed and served on the Reorganized Debtors and the requesting party by the later of (a) 120 days after the Effective Date and (b) 60 days after the Filing of the applicable request for payment of Administrative Claims, if applicable, as the same may be modified or extended from time to time by Final Order of the Bankruptcy Court.

2. Professional Fee Claims

Professionals or other Entities asserting a Professional Fee Claim for services rendered before the Effective Date must File and serve on the Reorganized Debtors and such other Entities who are designated in the Confirmation Order an application for final allowance of such Professional Fee Claim no later than the Professional Fees Bar Date; provided that the Reorganized Debtors shall pay the reasonable fees, costs, and out-of-pocket expenses of the Debtors' Professionals in the ordinary course of business for any work performed after the Effective Date, including those reasonable and documented fees, costs, and expenses incurred by such Professionals in connection with the implementation and consummation of this Plan, in each case without further application or notice to or order of the Bankruptcy Court; provided, further, that any Debtor Professional who may receive compensation or reimbursement of expenses pursuant to the

Ordinary Course Professionals Order may continue to receive such compensation and reimbursement of expenses from the Debtors and Reorganized Debtors for services rendered before the Effective Date pursuant to the Ordinary Course Professionals Order, in each case without further application or notice to or order of the Bankruptcy Court.

Objections to any Professional Fee Claim must be Filed and served on the Reorganized Debtors and the requesting party by no later than thirty (30) days after the Filing of the applicable final request for payment of the Professional Fee Claim. Each Holder of an Allowed Professional Fee Claim shall be paid in full in Cash by the Reorganized Debtors, including from the Carve-Out Reserve, within five (5) Business Days after entry of the order approving such Allowed Professional Fee Claim. The Reorganized Debtors shall not commingle any funds contained in the Carve-Out Reserve and shall use such funds to pay only the Professional Fee Claims, as and when allowed by order of the Bankruptcy Court. Notwithstanding anything to the contrary contained in this Plan, the failure of the Carve-Out Reserve to satisfy in full the Professional Fee Claims shall not, in any way, operate or be construed as a cap or limitation on the amount of Professional Fee Claims due and payable by the Reorganized Debtors.

B. DIP Facility Claims

Upon entry of the Final DIP Order, and pursuant to the Final DIP Order, the Prepetition Credit Agreement Claims were deemed outstanding under the DIP ABL Facility and constitute DIP ABL Facility Claims. On the Effective Date, the Allowed DIP ABL Facility Claims will, in full satisfaction, settlement, discharge and release of, and in exchange for such DIP ABL Facility Claims, be indefeasibly paid in full in Cash from the proceeds of the Exit Facility, and any unused commitments under the DIP ABL Loan Documents and the outstanding letters of credit thereunder shall be deemed outstanding under the Exit ABL Facility or, if necessary, be cash collateralized at 105% of such outstanding amount as of the Effective Date and remain outstanding.

On the Effective Date, the Allowed DIP Term Loan Facility Claims will, in full satisfaction, settlement, discharge and release of, and in exchange for such DIP Term Loan Facility Claims, be indefeasibly paid in full in Cash from the proceeds of the Rights Offering and Backstop Purchase Agreement, and the DIP Term Loan Facility Liens will be deemed discharged, released, and terminated for all purposes without further action of or by any Person or Entity.

C. Priority Tax Claims

Subject to Article VIII hereof, on, or as soon as reasonably practicable after, the later of (i) the Initial Distribution Date if such Priority Tax Claim is an Allowed Priority Tax Claim as of the Effective Date or (ii) the date on which such Priority Tax Claim becomes an Allowed Priority Tax Claim, each Holder of an Allowed Priority Tax Claim shall receive in full satisfaction, settlement, discharge and release of, and in exchange for, such Allowed Priority Tax Claim, at the election of the Debtors or Reorganized Debtors, as applicable: (A) Cash equal to the amount of such Allowed Priority Tax Claim; (B) such other less favorable treatment as to which the Debtors (with the consent of the Required Consenting Noteholders) or Reorganized Debtors, as applicable, and the Holder of such Allowed Priority Tax Claim shall have agreed upon in writing; (C) such other treatment such that it will not be Impaired pursuant to section 1124 of the Bankruptcy Code or (D) 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 Priority Tax 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 Priority Tax 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 (C) or (D) 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 Priority Tax Claim.

ARTICLE III.

CLASSIFICATION AND TREATMENT OF CLASSIFIED CLAIMS AND EQUITY INTERESTS

A. Summary

This Plan constitutes a separate plan of reorganization for each Debtor. All Claims and Equity Interests, except Administrative Claims, DIP Facility Claims, and Priority Tax Claims, are placed in the Classes set forth below. For all purposes under this Plan, each Class will contain sub-Classes for each of the Debtors (*i.e.*, there will be eight (8) Classes for each Debtor); *provided*, that any Class that is vacant as to a particular Debtor will be treated in accordance with Article III.D below.

The categories of Claims and Equity Interests listed below classify Claims and Equity Interests for all purposes, including, without limitation, for voting, confirmation and distribution pursuant hereto and pursuant to sections 1122 and 1123(a)(1) of the Bankruptcy Code. This Plan deems a Claim or Equity Interest to be classified in a particular Class only to the extent that the Claim or Equity Interest qualifies within the description of that Class and shall be deemed classified in a different Class to the extent that any remaining portion of such Claim or Equity Interest qualifies within the description of such different Class. A Claim or Equity Interest is in a particular Class only to the extent that any such Claim or Equity Interest is Allowed in that Class and has not been paid, released, Disallowed or otherwise settled prior to the Effective Date.

Summary of Classification and Treatment of Classified Claims and Equity Interests

Class	Claim/Equity Interest	Status	Voting Rights
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.	***Prepetition Notes Claims***	***Impaired***	***Entitled to Vote***
5.	***General Unsecured Claims***	***Impaired***	***Entitled to Vote***
6.	Intercompany Claims	Impaired	Deemed to Accept
7.	Old Affiliate Interests in any Parent Subsidiary	Unimpaired	Deemed to Accept
8.	Old Parent Interests	Impaired	Deemed to Reject

B. Classification and Treatment of Claims and Equity Interests

1. Class 1 - Other Priority Claims

(a) *Classification*: Class 1 consists of the Other Priority Claims.

(b) *Treatment*: Subject to Article VIII hereof, 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 this 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 this 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.

2. 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 hereof, 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 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 this 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 this 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.

3. Class 3 - Secured Tax Claims

(a) *Classification*: Class 3 consists of the Secured Tax Claims.

(b) *Treatment*: Subject to Article VIII hereof, 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 this 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 this 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.

4. 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:

(i) 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).

(ii) 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 this Plan.

(d) *Voting*: Class 4 is Impaired, and Holders of Claims in Class 4 are entitled to vote to accept or reject this Plan.

5. Class 5 – General Unsecured Claims

(a) *Classification:* Class 5 consists of General Unsecured Claims.

(b) *Treatment:* Subject to Article VIII hereof, 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:

(i) 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).

(ii) 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.

6. 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 this Plan. Therefore, Holders of Claims in Class 6 are not entitled to vote to accept or reject this Plan

7. 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 this 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 this Plan.

8. 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 this 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.

C. Special Provision Governing Unimpaired Claims

Except as otherwise provided herein, nothing under this Plan shall affect or limit the Debtors' or the Reorganized Debtors' rights and defenses (whether legal or equitable) in respect of any Unimpaired

Claims, including, without limitation, all rights in respect of legal and equitable defenses to or setoffs or recoupments against any such Unimpaired Claims.

D. Elimination of Vacant Classes

Any Class of Claims that is not occupied as of the commencement of the Confirmation Hearing by an Allowed Claim or a claim temporarily allowed under Bankruptcy Rule 3018, or as to which no vote is cast, shall be deemed eliminated from this Plan for purposes of voting to accept or reject this Plan and for purposes of determining acceptance or rejection of this Plan by such Class pursuant to section 1129(a)(8) of the Bankruptcy Code.

ARTICLE IV.

ACCEPTANCE OR REJECTION OF THE PLAN

A. Presumed Acceptance of Plan

Classes 1-3 and 7 are Unimpaired under this Plan. Therefore, the Holders of Claims or Equity Interests in such Classes are deemed to have accepted this Plan pursuant to section 1126(f) of the Bankruptcy Code and are not entitled to vote to accept or reject this Plan. Class 6 is Impaired under this Plan; however, because the Holders of such Claims are Affiliates of the Debtors, the Holders of Claims in Class 6 are conclusively deemed to have accepted this Plan.

B. Presumed Rejection of Plan

Class 8 is Impaired and Holders of Old Parent Interests in such Class shall receive no distribution under this Plan on account of such Old Parent Interests. Therefore, the Holders of Old Parent Interests in such Class are deemed to have rejected this Plan pursuant to section 1126(g) of the Bankruptcy Code and are not entitled to vote to accept or reject this Plan. Such Holders will, however, receive a Ballot/Opt-Out Form to allow such Holders to affirmatively opt-out of the Third Party Release.

C. Voting Classes

Classes 4 and 5 are Impaired under this Plan. The Holders of Claims in such Classes as of the Voting Record Date are entitled to vote to accept or reject this Plan.

D. Acceptance by Impaired Class of Claims

Pursuant to section 1126(c) of the Bankruptcy Code and except as otherwise provided in section 1126(e) of the Bankruptcy Code, an Impaired Class of Claims has accepted this Plan if the Holders of at least two-thirds (2/3) in dollar amount and more than one-half (1/2) in number of the Allowed Claims in such Class actually voting have voted to accept this Plan.

E. Confirmation Pursuant to Sections 1129(a)(10) and 1129(b) of the Bankruptcy Code

Section 1129(a)(10) of the Bankruptcy Code shall be satisfied for purposes of Confirmation by acceptance of this Plan by either Class 4 or Class 5. The Debtors request confirmation of this Plan under section 1129(b) of the Bankruptcy Code with respect to any Impaired Class that does not accept this Plan pursuant to section 1126 of the Bankruptcy Code. The Debtors reserve the right to modify this Plan or any Exhibit or the Plan Supplement in order to satisfy the requirements of section 1129(b) of the Bankruptcy Code, if necessary.

F. Votes Solicited in Good Faith

The Debtors have, and upon the Confirmation Date shall be deemed to have, solicited votes on this Plan from the Voting Classes in good faith and in compliance with the Disclosure Statement Order and the applicable provisions of the Bankruptcy Code, including, without limitation, sections 1125 and 1126 of the Bankruptcy Code, and any applicable non-bankruptcy law, rule, or regulation governing the adequacy of disclosure in connection with the solicitation. Accordingly, the Debtors, the Reorganized Debtors, and each of their respective Related Persons shall be entitled to, and upon the Confirmation Date are hereby granted, the protections of section 1125(e) of the Bankruptcy Code.

ARTICLE V.

MEANS FOR IMPLEMENTATION OF THE PLAN

A. Restructuring Transactions

Without limiting any rights and remedies of the Debtors or Reorganized Debtors under this Plan or applicable law, but in all cases subject to the terms and conditions of the Restructuring Documents and any consents or approvals required thereunder, the entry of the Confirmation Order shall constitute authorization for the Reorganized Debtors to take, or to cause to be taken, all actions necessary or appropriate to consummate and implement the provisions of this Plan prior to, on and after the Effective Date, including such actions as may be necessary or appropriate to effectuate a corporate restructuring of their respective businesses, to otherwise simplify the overall corporate structure of the Reorganized Debtors, or to reincorporate or reorganize certain of the Affiliate Debtors under the laws of jurisdictions other than the laws of which the applicable Affiliate Debtors are presently incorporated. Such restructuring may include one or more mergers, consolidations, restructures, dispositions, liquidations or dissolutions, as may be determined by the Debtors or Reorganized Debtors to be necessary or appropriate, but in all cases subject to the terms and conditions of this Plan and the Restructuring Documents and any consents or approvals required thereunder (collectively, the "**Restructuring Transactions**").

All such Restructuring Transactions taken, or caused to be taken, shall be deemed to have been authorized and approved by the Bankruptcy Court upon the entry of the Confirmation Order. The actions to effectuate the Restructuring Transactions may include: (i) the execution and delivery of appropriate agreements or other documents of merger, consolidation, restructuring, disposition, liquidation, or dissolution containing terms that are consistent with the terms of this Plan and that satisfy the applicable requirements of applicable state law and such other terms to which the applicable entities may agree; (ii) the execution and delivery of appropriate instruments of transfer, assignment, assumption, or delegation of any asset, property, right, liability, duty, or obligation on terms consistent with the terms of this Plan and having such other terms to which the applicable entities may agree; (iii) the filing of appropriate certificates or articles of merger, consolidation, or dissolution pursuant to applicable state law; and (iv) all other actions that the applicable entities determine to be necessary or appropriate, including making filings or recordings that may be required by applicable state law in connection with such transactions, but in all cases subject to the terms and conditions of this Plan and the Restructuring Documents and any consents or approvals required thereunder.

B. Continued Corporate Existence

Subject to the Restructuring Transactions permitted by Article V.A of this Plan, after the Effective Date, the Reorganized Debtors shall continue to exist as separate legal entities in accordance with the applicable law in the respective jurisdiction in which they are incorporated or formed and pursuant to their respective certificates or articles of incorporation and by-laws, or other applicable organizational

documents, in effect immediately prior to the Effective Date, except to the extent such certificates or articles of incorporation and by-laws, or other applicable organizational documents, are amended, restated or otherwise modified under this Plan. Notwithstanding anything to the contrary herein, the Claims against a particular Debtor or Reorganized Debtor shall remain the obligations solely of such Debtor or Reorganized Debtor and shall not become obligations of any other Debtor or Reorganized Debtor solely by virtue of this Plan or the Chapter 11 Cases.

C. Vesting of Assets in the Reorganized Debtors Free and Clear of Liens and Claims

Except as otherwise expressly provided in this Plan, the Confirmation Order, or any Restructuring Document, pursuant to sections 1123(a)(5), 1123(b)(3), 1141(b) and (c) and other applicable provisions of the Bankruptcy Code, on and after the Effective Date, all property and assets of the Estates of the Debtors, including all claims, rights, and Retained Causes of Action of the Debtors, and any other assets or property acquired by the Debtors or the Reorganized Debtors during the Chapter 11 Cases or under or in connection with this Plan (other than the Claims or Causes of Action subject to the Debtor Release, any rejected Executory Contracts and/or Unexpired Leases and the Carve-Out Reserve (subject to the Reorganized Debtors' reversionary interest in the Unused Carve-Out Reserve Amount as set forth in Article V.R)), shall vest in the Reorganized Debtors free and clear of all Claims, Liens, charges, and other encumbrances, subject to the Restructuring Transactions and Liens which survive the occurrence of the Effective Date as described in Article III of this Plan (including, without limitation, Liens that secure the Exit Facility Loans and the New Secured Convertible Notes and all other obligations of the Reorganized Debtors under the Exit Facility Loan Documents and the New Secured Convertible Notes Documents). On and after the Effective Date, the Reorganized Debtors may (i) operate their respective businesses, (ii) use, acquire, and dispose of their respective property and (iii) compromise or settle any Claims, in each case without notice to, supervision of or approval by the Bankruptcy Court and free and clear of any restrictions of the Bankruptcy Code or the Bankruptcy Rules, other than restrictions expressly imposed by this Plan or the Confirmation Order.

D. Exit Facility Loan Documents; New Secured Convertible Notes Documents

On the Effective Date, the Debtors and the Reorganized Debtors, as applicable, shall be authorized to execute and deliver, and to consummate the transactions contemplated by, the Exit Facility Loan Documents and the New Secured Convertible Notes Documents, in each case in form and substance acceptable to the Required Consenting Noteholders and 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 (other than as expressly required by the Exit Facility Loan Documents and the New Secured Convertible Notes Documents). On the Effective Date, the Exit Facility Loan Documents and the New Secured Convertible Notes Documents shall constitute legal, valid, binding and authorized indebtedness and obligations of the Reorganized Debtors, enforceable in accordance with their respective terms and such indebtedness and obligations shall not be, and shall not be deemed to be, enjoined or subject to discharge, impairment, release or avoidance under this Plan, the Confirmation Order or on account of the Confirmation or Consummation of this Plan.

E. Rights Offering

The Debtors shall conduct and consummate the Rights Offering on the terms and subject to the conditions set forth in the Rights Offering Procedures, the Backstop Purchase Agreement, the Backstop Order, and the Disclosure Statement Order. The proceeds received by the Debtors under the Rights Offering from the Rights Offering Participants and the Backstop Parties pursuant to the Backstop Purchase Agreement will be utilized to, among other things, (i) satisfy the Allowed DIP Term Loan Facility claims, (ii) 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 Exit Facility Loan Documents, and (iv) for working capital and other general corporate purposes of the Reorganized Debtors after the Effective Date.

F. New Equity Interests

On the Effective Date, subject to the terms and conditions of the Restructuring Transactions, Reorganized Parent shall issue the New Equity Interests pursuant to this Plan and the Amended/New Organizational Documents. Except as otherwise expressly provided in the Restructuring Documents, the Reorganized Parent shall not be obligated to register the New Equity Interests under the Securities Act or to list the New Equity Interests for public trading on any securities exchange.

Distributions of the New Equity Interests may be made by delivery or book-entry transfer thereof by the applicable Distribution Agent in accordance with this Plan and the Amended/New Organizational Documents. Upon the Effective Date, after giving effect to the transactions contemplated hereby, the authorized capital stock or other equity securities of Reorganized Parent shall be that number of shares of New Equity Interests as may be designated in the Amended/New Organizational Documents.

G. *New Stockholders Agreement; New Registration Rights Agreement*

Subject to the Restructuring Transactions permitted by Article V.A of this Plan, on the Effective Date, Reorganized Parent shall enter into the New Stockholders Agreement and, if applicable, the New Registration Rights Agreement, each of which shall become effective and binding in accordance with its terms and conditions upon the parties thereto, in each case 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 (other than as expressly required by the New Stockholders Agreement and the New Registration Rights Agreement, as applicable).

On and as of the Effective Date, all of the Holders of New Equity Interests shall be deemed to be parties to the New Stockholders Agreement, without the need for execution by such Holder. The New Stockholders Agreement shall be binding on all Persons or Entities receiving, and all Holders of, the New Equity Interests (and their respective successors and assigns), whether such New Equity Interest is received or to be received on or after the Effective Date and regardless of whether such Person or Entity executes or delivers a signature page to the New Stockholders Agreement.

To the extent applicable, on and as of the Effective Date, all Backstop Parties will be deemed to be parties to the New Registration Rights Agreement, without the need for execution by any such Persons or Entities. The New Registration Rights Agreement will be binding on all such Persons or Entities (and their respective successors and assigns) regardless of whether such applicable Person or Entity executes or delivers a signature page to the New Registration Rights Agreement; provided, that to the extent the Required Backstop Parties elect not to enter into the New Registration Rights Agreement, the New Registration Rights Agreement shall not be included in the Plan Supplement, and the provisions herein related to the New Registration Rights Agreement shall be null and void.

H. New Management Incentive Plan

After the Effective Date, the New Board shall adopt the New Management Incentive Plan pursuant to which New Equity Interests (or restricted stock units, options, or other instruments (including "profits interests" in the Reorganized Parent), or some combination of the foregoing) representing up to ten percent (10%) of the New Equity Interests issued as of the Effective Date on a fully diluted basis may be reserved for grants to be made from time to time to the directors, officers, and other management of the Reorganized

Parent, subject to the terms and conditions set forth in the New Management Incentive Plan. The details and allocation of the New Management Incentive Plan and the underlying awards thereunder shall be determined by the New Board. For the avoidance of doubt, the New Management Incentive Plan Equity shall dilute all of the New Equity Interests equally, including the New Equity Interests issued upon conversion of the New Secured Convertible Notes after the Effective Date.

I. Plan Securities and Related Documentation; Exemption from Securities Laws

On and after the Effective Date, the Debtors and the Reorganized Debtors, as applicable, are authorized to and shall provide or issue, as applicable, the New Equity Interests, the New Secured Convertible Notes, and any and all other securities to be distributed or issued under this Plan (collectively, the "**Plan Securities**") and any and all other notes, stock, instruments, certificates, and other documents or agreements required to be distributed, issued, executed or delivered pursuant to or in connection with this Plan (collectively, the "**Plan Securities and Documents**"), in each case in form and substance acceptable to the Required Consenting Noteholders, and 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.

The offer, distribution, and issuance, as applicable, of the Plan Securities and Documents under this Plan shall be exempt from registration and prospectus delivery requirements under applicable securities laws (including Section 5 of the Securities Act or any similar state or local law requiring the registration and/or delivery of a prospectus for offer or sale of a security or registration or licensing of an issuer of a security) pursuant to section 1145(a) of the Bankruptcy Code, Section 4(a)(2) of the Securities Act and/or other applicable exemptions. An offering of Plan Securities provided in reliance on the exemption from registration under the Securities Act pursuant to section 1145(a) of the Bankruptcy Code may be sold without registration to the extent permitted under section 1145 of the Bankruptcy Code and is deemed to be a public offering, and such Plan Securities may be resold without registration to the extent permitted under section 1145 of the Bankruptcy Code. Any Plan Securities and Documents provided in reliance on the exemption from registration under the Securities Act provided by Section 4(a)(2) of such act will be provided in a private placement.

All Plan Securities issued to Holders of Allowed Claims on account of their respective Claims will be issued without registration under the Securities Act or any similar federal, state, or local law in reliance on Section 1145(a) of the Bankruptcy Code. All Plan Securities issued (a) to Holders of Allowed Claims as Rights Offering Participants in the Rights Offering upon exercise of their respective Subscription Rights or upon subsequent conversion of their New Secured Convertible Notes into New Equity Interests, or (b) to the Backstop Parties pursuant to the Backstop Purchase Agreement (i) in satisfaction of their obligations to purchase any Unsubscribed Notes or (ii) in connection with the Put Option Notes, in each case, including upon any subsequent conversion of such New Secured Convertible Notes into New Equity Interests, will be issued without registration under the Securities Act or any similar federal, state, or local law in reliance on Section 4(a)(2) of the Securities Act or Regulation D promulgated thereunder.

Resales by Persons or Entities who receive any Plan Securities that are offered pursuant to an exemption under section 1145(a) of the Bankruptcy Code, who are deemed to be "underwriters" (as such term is defined in the Bankruptcy Code) (such Persons or Entities, the "**Restricted Holders**") would not be exempted by section 1145 of the Bankruptcy Code from registration under the Securities Act. Restricted Holders would, however, be permitted to resell the Plan Securities that are offered pursuant to an exemption under section 1145(a) of the Bankruptcy Code, as applicable, without registration if they are able to comply with the provisions of Rule 144 under the Securities Act, or if such securities are registered with the Commission pursuant to a registration statement or otherwise.

Persons or Entities who receive Plan Securities pursuant to the exemption from registration set forth in section 4(a)(2) of the Securities Act or Regulation D promulgated thereunder will hold "restricted securities" as defined under Rule 144 under the Securities Act. Resales of such restricted securities would not be exempted by section 1145 of the Bankruptcy Code from registration under the Securities Act or other applicable law. Holders of restricted securities would, however, be permitted to resell Plan Securities without registration if they are able to comply with the applicable provisions of Rule 144 or Rule 144A under the Securities Act or any other applicable registration exemption under the Securities Act, or if such securities are registered with the Commission.

In the event that the Reorganized Debtors elect on or after the Effective Date to reflect any ownership of the Plan Securities through the facilities of DTC, the Reorganized Debtors need not provide any further evidence other than this Plan or the Confirmation Order with respect to the treatment of such securities under applicable securities laws. DTC shall accept and be entitled to conclusively rely upon this Plan or the Confirmation Order in lieu of a legal opinion regarding whether such securities are exempt from registration and/or eligible for DTC book-entry delivery, settlement, and depository services.

J. Release of Liens and Claims

To the fullest extent provided under section 1141(c) and other applicable provisions of the Bankruptcy Code, except as otherwise provided herein (including, without limitation, Article V.D of this Plan) or in any contract, instrument, release or other agreement or document entered into or delivered in connection with this Plan, on the Effective Date and concurrently with the applicable distributions made pursuant to Article VII hereof, all Liens, Claims, mortgages, deeds of trust, or other security interests against the assets or property of the Debtors or the Estates shall be fully released, canceled, terminated, extinguished and discharged, in each case 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. The filing of the Confirmation Order with any federal, state, or local agency or department shall constitute good and sufficient evidence of, but shall not be required to effect, the termination of such Liens, Claims and other interests to the extent provided in the immediately preceding sentence. Any Person or Entity holding such Liens, Claims or interests shall, pursuant to section 1142 of the Bankruptcy Code, promptly execute and deliver to the Reorganized Debtors such instruments of termination, release, satisfaction and/or assignment (in recordable form) as may be reasonably requested by the Reorganized Debtors.

K. Organizational Documents of the Reorganized Debtors

The respective organizational documents of each of the Debtors shall be amended and restated or replaced (as applicable) in form and substance satisfactory to the Debtors and the Required Consenting Noteholders and as necessary to satisfy the provisions of this Plan and the Bankruptcy Code. Such organizational documents shall: (i) to the extent required by section 1123(a)(6) of the Bankruptcy Code, include a provision prohibiting the issuance of non-voting equity securities; (ii) authorize the issuance of New Equity Interests in an amount not less than the amount necessary to permit the distributions thereof required or contemplated by this Plan; (iii) to the extent necessary or appropriate, include restrictions on the transfer of New Equity Interests; and (iv) to the extent necessary or appropriate, include such provisions as may be needed to effectuate and consummate this Plan and the transactions contemplated herein. After the Effective Date, the Reorganized Debtors may, subject to the terms and conditions of the Restructuring Documents, amend and restate their respective organizational documents as permitted by applicable law.

L. Directors and Officers of the Reorganized Debtors

The New Board shall be identified in the Plan Supplement. The initial new board of directors or other governing body of each Parent Subsidiary shall consist of one or more of the directors or officers of Reorganized Parent.

Consistent with the requirements of section 1129(a)(5) of the Bankruptcy Code, the Debtors will disclose, at or prior to the Confirmation Hearing, the identity and affiliations of any Person proposed to serve on the initial board of directors or be an officer of each of the Reorganized Debtors, and, to the extent such Person is an insider other than by virtue of being a director or an officer, the nature of any compensation for such Person. Each such director and officer shall serve from and after the Effective Date pursuant to applicable law and the terms of the Amended/New Organizational Documents and the other constituent and organizational documents of the applicable Reorganized Debtors. The existing boards of directors and other governing bodies of the Debtors will be deemed to have resigned on and as of the Effective Date, in each case 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.

M. Corporate Action

Each of the Debtors and the Reorganized Debtors may take any and all actions to execute, deliver, File or record such contracts, instruments, releases and other agreements or documents and take such actions as may be necessary or appropriate to effectuate and implement the provisions of this Plan, including, without limitation, the issuance and the distribution of the securities to be issued pursuant hereto, in each case in form and substance acceptable to the Required Consenting Noteholders, and without further notice to or order of the Bankruptcy Court, act or action under applicable law, regulation, order, or rule or any requirement of further action, vote or other approval or authorization by the security holders, officers or directors of the Debtors or the Reorganized Debtors or by any other Person or Entity (except for those expressly required pursuant hereto or by the Restructuring Documents).

Prior to, on or after the Effective Date (as appropriate), all matters provided for pursuant to this Plan that would otherwise require approval of the stockholders, directors, officers, managers, members or partners of the Debtors (as of prior to the Effective Date) shall be deemed to have been so approved and shall be in effect prior to, on or after the Effective Date (as appropriate) pursuant to applicable law and without any requirement of further action by the stockholders, directors, officers, managers, members or partners of the Debtors or the Reorganized Debtors, or the need for any approvals, authorizations, actions or consents of any Person or Entity.

As of the Effective Date, all matters provided for in this Plan involving the legal or corporate structure of the Debtors or the Reorganized Debtors (including, without limitation, the adoption of the Amended/New Organization Documents and similar constituent and organizational documents, and the selection of directors and officers for, each of the Reorganized Debtors), and any legal or corporate action required by the Debtors or the Reorganized Debtors in connection with this Plan, shall be deemed to have occurred and shall be in full force and effect in all respects, in each case without further notice to or order of the Bankruptcy Court, act or action under applicable law, regulation, order, or rule or any requirement of further action, vote or other approval or authorization by the stockholders, directors, officers, managers, members or partners of the Debtors or the Reorganized Debtors or by any other Person or Entity.

On and after the Effective Date, the appropriate officers of the Debtors and the Reorganized Debtors are authorized to issue, execute, deliver, consummate, and take all such actions as may be necessary or appropriate to effectuate and implement, the transactions contemplated by, the contracts, agreements,

documents, guarantees, pledges, consents, securities, certificates, resolutions and instruments contemplated by or described in this Plan in the name of and on behalf of the Debtors and the Reorganized Debtors, in each case in form and substance acceptable to the Required Consenting Noteholders, and without further notice to or order of the Bankruptcy Court, act or action under applicable law, regulation, order, or rule or any requirement of further action, vote or other approval or authorization by any Person or Entity. The secretary and any assistant secretary of the Debtors and the Reorganized Debtors shall be authorized to certify or attest to any of the foregoing actions.

N. Cancellation of Notes, Certificates and Instruments

On the Effective Date, except to the extent otherwise provided in this Plan and the Restructuring Documents, all notes, stock, indentures, instruments, certificates, agreements and other documents evidencing or relating to Claims or Equity Interests (other than Old Affiliate Interests) shall be canceled, and the obligations of the Debtors thereunder or in any way related thereto shall be fully released, terminated, extinguished and discharged, in each case without further notice to or order of the Bankruptcy Court, act or action under applicable law, regulation, order, or rule or any requirement of further action, vote or other approval or authorization by any Person or Entity; provided that the Prepetition Notes and the Prepetition Notes Indenture shall continue in effect for the limited purpose of (i) allowing Holders of Claims thereunder to receive, and allowing and preserving the rights of the Prepetition Notes Indenture Trustee to make, distributions under this Plan and (ii) permitting the Prepetition Notes Indenture Trustee to exercise its Prepetition Notes Indenture Trustee Charging Lien against such distributions for payment of any unpaid portion of the Prepetition Notes Indenture Trustee Fees and Expenses. Except to the extent otherwise provided in this Plan and the Restructuring Documents, upon completion of all such distributions, the Prepetition Notes Indenture and any and all notes, securities and instruments issued in connection therewith shall terminate completely without further notice or action and be deemed surrendered.

O. *Old Affiliate Interests*

On the Effective Date, the Old Affiliate Interests shall remain effective and outstanding, 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. Each Parent Subsidiary shall continue to be governed by the terms and conditions of its applicable organizational documents as in effect immediately prior to the Effective Date, except as amended or modified by this Plan.

P. Sources of Cash for Plan Distributions

Except as otherwise provided in this Plan or the Confirmation Order, all Cash necessary for the Debtors or the Reorganized Debtors, as applicable, to make payments required pursuant to this Plan will be obtained from their respective Cash balances, including Cash from operations, the Exit Facility, and the Rights Offering. The Debtors and the Reorganized Debtors, as applicable, may also make such payments using Cash received from their subsidiaries through their respective consolidated cash management systems and the incurrence of intercompany transactions, but in all cases subject to the terms and conditions of the Restructuring Documents.

Q. Continuing Effectiveness of Final Orders

Payment authorization granted to the Debtors under any prior Final Order entered by the Bankruptcy Court shall continue in effect after the Effective Date. Accordingly, the Debtors or the Reorganized Debtors may pay or otherwise satisfy any Claim to the extent permitted by, and subject to, the applicable Final Order without regard to the treatment that would otherwise be applicable to such Claim under this Plan.

R. Funding and Use of Carve-Out Reserve

On the Effective Date, the Debtors shall fund the Carve-Out Reserve in the amount equal to the Carve-Out Reserve Amount. The Carve-Out Reserve Amount shall be determined by the Debtors, with the consent of the Required Consenting Noteholders or as determined by order of the Bankruptcy Court, as necessary in order to be able to pay in full in Cash the obligations and liabilities for which the Carve-Out Reserve was established.

The Cash contained in the Carve-Out Reserve shall be used solely to pay the Allowed Professional Fee Claims, with the Unused Carve-Out Reserve Amount (if any) being returned to the Reorganized Debtors. The Debtors and the Reorganized Debtors, as applicable, shall maintain detailed records of all payments made from the Carve-Out Reserve, such that all payments and transactions shall be adequately and promptly documented in, and readily ascertainable from, their respective books and records. After the Effective Date, neither the Debtors nor the Reorganized Debtors shall deposit any other funds or property into the Carve-Out Reserve absent further order of the Bankruptcy Court, or otherwise commingle funds in the Carve-Out Reserve.

The Carve-Out Reserve shall be maintained in trust for the Professionals and shall not be considered property of the Debtors' Estates; provided that the Reorganized Debtors shall have a reversionary interest in the Unused Carve-Out Reserve Amount. To the extent that funds held in the Carve-Out Reserve do not or are unable to satisfy the full amount of the Allowed Professional Fee Claims, such Professionals shall have an Allowed Administrative Claim for any such deficiency, which shall be satisfied in full in Cash in accordance with Article II.A of this Plan.

S. Put Option Notes

As consideration for the Debtors' right to call on the Backstop Parties' Backstop Commitments and consistent with the Backstop Order, on the Effective Date, the Reorganized Debtors shall issue the Put Option Notes to the Backstop Parties under and as set forth in the Backstop Purchase Agreement.

T. Payment of Fees and Expenses of Certain Creditors

The Debtors shall, on and after the Effective Date and to the extent invoiced, pay (i) the Prepetition Credit Agreement Agent and Lender Fees and Expenses, (ii) the Ad Hoc Noteholders Committee Fees and Expenses and (iii) the Backstop Expenses (in each case whether accrued prepetition or postpetition and to the extent not otherwise paid during the Chapter 11 Cases), without application by any such parties to the Bankruptcy Court, and without notice and a hearing pursuant to section 1129(a)(4) of the Bankruptcy Code or otherwise; *provided*, *however*, if the Debtors or Reorganized Debtors and any such Person or Entity cannot agree with respect to the reasonableness of the fees and expenses (incurred prior to the Effective Date) to be paid to such party, the reasonableness of any such fees and expenses shall be determined by the Bankruptcy Court (with any undisputed amounts to be paid by the Debtors on or after the Effective Date (as applicable) and any disputed amounts to be escrowed by the Reorganized Debtors). Notwithstanding anything to the contrary in this Plan, the fees and expenses described in this paragraph shall not be subject to the Administrative Claims Bar Date.

U. Payment of Fees and Expenses of Indenture Trustee

The Debtors shall, on and after the Effective Date, and upon the presentment of invoices in customary form (which may be redacted to preserve any confidential or privileged information), pay the Prepetition Notes Indenture Trustee Fees and Expenses (in each case whether accrued prepetition or postpetition and to the extent not otherwise paid during the Chapter 11 Cases), without application by any

party to the Bankruptcy Court, and without notice and a hearing pursuant to section 1129(a)(4) of the Bankruptcy Code or otherwise; *provided*, *however*, if the Debtors or Reorganized Debtors and the Prepetition Notes Indenture Trustee cannot agree with respect to the reasonableness of any Prepetition Notes Indenture Trustee Fees and Expenses (incurred prior to the Effective Date), the reasonableness of any such Prepetition Notes Indenture Trustee Fees and Expenses shall be determined by the Bankruptcy Court (with any undisputed amounts to be paid by the Debtors on or after the Effective Date (as applicable) and any disputed amounts to be escrowed by the Reorganized Debtors). Nothing herein shall be deemed to impair, waive, or discharge the Prepetition Notes Indenture Trustee Charging Lien for any amounts not paid pursuant to this Plan and otherwise claimed by the Prepetition Notes Indenture Trustee pursuant to and in accordance with the Prepetition Notes Indenture. From and after the Effective Date, the Reorganized Debtors shall pay any Prepetition Notes Indenture Trustee Fees and Expenses in full in Cash without further court approval. Notwithstanding anything to the contrary in this Plan, the fees and expenses described in this paragraph shall not be subject to the Administrative Claims Bar Date.

ARTICLE VI.

TREATMENT OF EXECUTORY CONTRACTS AND UNEXPIRED LEASES

A. Assumption of Executory Contracts and Unexpired Leases

On the Effective Date, with the consent of the Required Consenting Noteholders, all Executory Contracts and Unexpired Leases of the Debtors will be assumed by the Debtors in accordance with, and subject to, the provisions and requirements of sections 365 and 1123 of the Bankruptcy Code, except for those Executory Contracts and Unexpired Leases that:

(i) have been assumed or rejected by the Debtors by prior order of the Bankruptcy Court;

(ii) are the subject of a motion to reject filed by the Debtors that is pending on the Effective Date;

(iii) are identified in the Schedule of Rejected Executory Contracts and Unexpired Leases, which may be amended by the Debtors to add or remove Executory Contracts and Unexpired Leases by filing with the Bankruptcy Court an amended Schedule of Rejected Executory Contracts and Unexpired Leases and serving it on the affected non-Debtor contract parties prior to the Effective Date; or

(iv) are rejected by the Debtors or terminated pursuant to the terms of this Plan.

Without amending or altering any prior order of the Bankruptcy Court approving the assumption or rejection of any Executory Contract or Unexpired Lease, entry of the Confirmation Order by the Bankruptcy Court shall constitute approval of such assumptions pursuant to sections 365(a) and 1123 of the Bankruptcy Code.

To the extent any provision in any Executory Contract or Unexpired Lease assumed or assumed and assigned (as applicable) pursuant to this Plan or any prior order of the Bankruptcy Court (including, without limitation, any "change in control" provision, "change of control" provision, or provision with words of similar import) prohibits, restricts or conditions, or purports to prohibit, restrict or condition, or is modified, breached or terminated, or deemed modified, breached or terminated by, (i) the commencement of these Chapter 11 Cases or the insolvency or financial condition of any Debtor at any time before the closing of its respective Chapter 11 Case, (ii) any Debtor's or any Reorganized Debtor's assumption or assumption and assignment (as applicable) of such Executory Contract or Unexpired Lease or (iii) the Confirmation or Consummation of this Plan, then such provision shall be deemed modified such that the

transactions contemplated by this Plan shall not entitle the non-debtor party thereto to modify or terminate such Executory Contract or Unexpired Lease or to exercise any other default-related rights or remedies with respect thereto, and any required consent under any such contract or lease shall be deemed satisfied by the Confirmation of this Plan.

Each Executory Contract and Unexpired Lease assumed and/or assigned pursuant to this Plan shall revest in and be fully enforceable by the applicable Reorganized Debtor or the applicable assignee in accordance with its terms and conditions, except as modified by the provisions of this Plan, any order of the Bankruptcy Court approving its assumption and/or assignment, or applicable law.

The inclusion or exclusion of a contract or lease on any schedule or exhibit shall not constitute an admission by any Debtor that such contract or lease is an Executory Contract or Unexpired Lease or that any Debtor has any liability thereunder.

B. Cure of Defaults; Assignment of Executory Contracts and Unexpired Leases

Any defaults under each Executory Contract and Unexpired Lease to be assumed, or assumed and assigned, pursuant to this Plan shall be satisfied, pursuant to and to the extent required by section 365(b)(1) of the Bankruptcy Code, by payment of the applicable default amount in Cash on or in connection with the Effective Date or on such other terms as the Bankruptcy Court may order or the parties to such Executory Contracts or Unexpired Leases may otherwise agree in writing (the "**Cure Claim Amount**").

In the event of an assumption, or an assumption and assignment, of an Executory Contract or Unexpired Lease under this Plan, at least fourteen (14) days prior to the Plan Objection Deadline, the Debtors shall File and serve upon counterparties to such Executory Contracts and Unexpired Leases, a notice of the proposed assumption, or proposed assumption and assignment, which will: (a) list the applicable Cure Claim Amount, if any; (b) if applicable, identify the party to which the Executory Contract or Unexpired Lease will be assigned; (c) describe the procedures for filing objections thereto; and (d) explain the process by which related disputes will be resolved by the Bankruptcy Court.

Any objection by a counterparty to an Executory Contract or Unexpired Lease to a proposed assumption, or proposed assumption and assignment under this Plan, or any related cure amount, must be Filed, served and actually received by the Debtors prior to the Plan Objection Deadline (notwithstanding anything in the Schedules or a Proof of Claim to the contrary). Any counterparty to an Executory Contract or Unexpired Lease that fails to object timely to the proposed assumption, or proposed assumption and assignment, or cure amount will be deemed to have consented to such matters and will be deemed to have forever released and waived any objection to such proposed assumption, proposed assumption and assignment, and cure amount. The Confirmation Order shall constitute an order of the Bankruptcy Court approving each proposed assumption, or proposed assumption and assignment, of Executory Contracts and Unexpired Leases pursuant to sections 365 and 1123 of the Bankruptcy Code as of the Effective Date.

In 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" (within the meaning of section 365 of the Bankruptcy Code) 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. If such objection is sustained by Final Order of the Bankruptcy Court, the Debtors or the Reorganized Debtors, as applicable, may elect to reject such Executory Contract or Unexpired Lease in lieu of assuming or assigning it. The Debtors or the Reorganized Debtors, as applicable, shall be authorized to effect such rejection by filing a

written notice of rejection with the Bankruptcy Court and serving such notice on the applicable counterparty within ten (10) days of the entry of such Final Order.

Subject to any cure claims Filed with respect thereto, assumption or assumption and assignment of any Executory Contract or Unexpired Lease pursuant to this Plan shall result in the full release and satisfaction of any Claims or defaults, whether monetary or nonmonetary, including defaults of provisions restricting the change in control or ownership interest composition or other bankruptcy-related defaults, arising under any assumed Executory Contract or Unexpired Lease at any time prior to the effective date of assumption or assumption and assignment, in each case as provided in section 365 of the Bankruptcy Code. Any Proofs of Claim filed with respect to an Executory Contract or Unexpired Lease that has been assumed or assumed and assigned by Final Order shall be deemed disallowed and expunged (subject to any cure claims Filed with respect thereto), without further notice to or action, order, or approval of the Bankruptcy Court.

With respect to any Executory Contract or Unexpired Lease assumed and assigned pursuant to this Plan, upon and as of the Effective Date, the applicable assignee shall be deemed to be substituted as a party thereto for the applicable Debtor party to such assigned Executory Contract or Unexpired Lease and, accordingly, the Debtors and the Reorganized Debtors shall be relieved, pursuant to and to the extent set forth in section 365(k) of the Bankruptcy Code, from any further liability under such assigned Executory Contract or Unexpired Lease.

C. Rejection of Executory Contracts and Unexpired Leases

The Debtors reserve the right, subject to the consent of the Required Consenting Noteholders, at any time prior to the Effective Date, except as otherwise specifically provided herein, to seek to reject any Executory Contract or Unexpired Lease and to file a motion requesting authorization for the rejection of any such contract or lease. All Executory Contracts and Unexpired Leases listed on the Schedule of Rejected Executory Contracts and Unexpired Leases shall be deemed rejected as of the Effective Date. The Confirmation Order shall constitute an order of the Bankruptcy Court approving the rejections described in this Article VI pursuant to sections 365 and 1123 of the Bankruptcy Code as of the Effective Date. Rejection of any Executory Contract or Unexpired Lease pursuant to this Plan or otherwise shall not constitute a termination of any preexisting obligations owed to the Debtors or the Reorganized Debtors, as applicable, under such Executory Contracts or Unexpired Leases.

D. Claims on Account of the Rejection of Executory Contracts or Unexpired Leases

All Proofs of Claim with respect to Claims arising from the rejection of Executory Contracts or Unexpired Leases, pursuant to this Plan or the Confirmation Order, if any, must be filed with the Bankruptcy Court within thirty (30) days after service of an order of the Bankruptcy Court (including the Confirmation Order) approving such rejection.

Any Person or Entity that is required to file a Proof of Claim arising from the rejection of an Executory Contract or an Unexpired Lease that fails to timely do so shall be forever barred, estopped and enjoined from asserting such Claim, and such Claim shall not be enforceable, against the Debtors, the Reorganized Debtors or the Estates, and the Debtors, the Reorganized Debtors and their Estates and their respective assets and property shall be forever discharged from any and all indebtedness and liability with respect to such Claim unless otherwise ordered by the Bankruptcy Court or as otherwise provided herein. All such Claims shall, as of the Effective Date, be subject to the permanent injunction set forth in Article X.G hereof.

E. D&O Liability Insurance Policies

On the Effective Date, each D&O Liability Insurance Policy shall be deemed and treated as an Executory Contract that is and shall be assumed by the Debtors (and assigned to the applicable Reorganized Debtors, if necessary) pursuant to section 365(a) and section 1123 of the Bankruptcy Code as to which no Proof of Claim, request for administrative expense, or cure claim need be Filed, and all Claims arising from the D&O Liability Insurance Policies shall survive the Effective Date and be Unimpaired. Unless previously effectuated by separate order entered by the Bankruptcy Court, entry of the Confirmation Order shall constitute the Bankruptcy Court's approval of the Debtors' assumption of each of the D&O Liability Insurance Policies.

In furtherance of the foregoing, the Reorganized Debtors shall maintain and continue in full force and effect such D&O Liability Insurance Policies for the benefit of the insured Persons at levels (including with respect to coverage and amount) no less favorable than those existing as of the date of entry of the Confirmation Order for a period of no less than six (6) years following the Effective Date; provided, however, that, after assumption of the D&O Liability Insurance Policies, nothing in this Plan otherwise alters the terms and conditions of the D&O Liability Insurance Policies. Confirmation and Consummation of this Plan shall not impair or otherwise modify any available defenses of the Reorganized Debtors under the D&O Liability Insurance Policies. For the avoidance of doubt, the D&O Liability Insurance Policies shall continue to apply with respect to actions, or failures to act, that occurred on or prior to the Effective Date, subject to the terms and conditions of the D&O Liability Insurance Policies.

The Debtors are further authorized to take such actions, and to execute and deliver such documents, as may be reasonably necessary or appropriate to implement, maintain, cause the binding of, satisfy any terms or conditions of, or otherwise secure for the insureds the benefits of the D&O Tail Policy, without further notice to or order of the Bankruptcy Court or approval or consent of any Person or Entity.

F. Indemnification Provisions

On the Effective Date, and, if applicable, subject to the assumption or assumption and assignment of the Specified Employee Plans in accordance Article VI.G hereof, all Indemnification Provisions shall be deemed and treated as Executory Contracts that are and shall be assumed by the Debtors (and assigned to the applicable Reorganized Debtors, if necessary) pursuant to section 365(a) and section 1123 of the Bankruptcy Code as to which no Proof of Claim, request for administrative expense, or cure claim need be Filed, and all Claims arising from the Indemnification Provisions shall survive the Effective Date and be Unimpaired; provided, that the Reorganized Debtors shall not be deemed to have assumed under this Plan, and shall have no obligation whatsoever with respect to, any obligations under any Indemnification Provision related to any Designated Person (the "**Designated Person Indemnity Carve-Out**"). Unless previously effectuated by separate order entered by the Bankruptcy Court, entry of the Confirmation Order shall constitute the Bankruptcy Court's approval of the Debtors' assumption of each of the Indemnification Provisions, except with respect to the Designated Person Indemnity Carve-Out. Confirmation and Consummation of this Plan shall not impair or otherwise modify any available defenses of the Reorganized Debtors or other applicable parties under the Indemnification Provisions. For the avoidance of doubt, the Indemnification Provisions shall continue to apply with respect to actions, or failures to act, that occurred on or prior to the Effective Date, subject to the terms and conditions of the Indemnification Provisions and the Designated Person Indemnity Carve-Out.

G. Employee Compensation and Benefit Programs

On the Effective Date, all employment agreements and severance policies, including all employment, compensation, and benefit plans, policies, and programs of the Debtors applicable to any of

their respective employees or retirees, and any of the employees or retirees of their respective subsidiaries, including, without limitation, all workers' compensation programs, savings plans, retirement plans, healthcare plans, disability plans, life, and accidental death and dismemberment insurance plans, health and welfare plans, and 401(k) plans (in each case, as applicable) (collectively, the "**Specified Employee Plans**") shall be deemed and treated as Executory Contracts that are and shall be assumed by the Debtors (and assigned to the applicable Reorganized Debtors, if necessary) pursuant to section 365(a) and section 1123 of the Bankruptcy Code as to which no Proof of Claim, request for administrative expense, or cure claim need be Filed. All Claims arising from the Specified Employee Plans shall survive the Effective Date and be Unimpaired; provided that, in each case, with respect to any provision of a Specified Employee Plan that relates to a "change in control", "change of control" or words of similar import, that the Debtors, and, if applicable, the individual participants in the applicable Specified Employee Plan, agree that Confirmation and Consummation of this Plan and the related transactions hereunder do not constitute such an event for purposes of such Specified Employee Plan. Unless previously effectuated by separate order entered by the Bankruptcy Court, entry of the Confirmation Order shall constitute the Bankruptcy Court's approval of the Debtors' assumption of each of the Specified Employee Plans; provided further that any employment agreements or offer letters relating to senior management personnel and officers of the Debtors shall not be assumed under this Plan without the advanced written consent of the Required Backstop Parties. Confirmation and Consummation of this Plan shall not impair or otherwise modify any available defenses of the Reorganized Debtors or other applicable parties under the Specified Employee Plans.

H. Insurance Contracts

On the Effective Date, and without limiting the terms or provisions of Paragraph E of this Article VI, each Insurance Contract shall be deemed and treated as an Executory Contract that is and shall be assumed by the Debtors pursuant to section 365(a) and section 1123 of the Bankruptcy Code as to which no Proof of Claim, request for administrative expense, or cure claim need be Filed. Unless previously effectuated by separate order entered by the Bankruptcy Court, entry of the Confirmation Order shall constitute the Bankruptcy Court's approval of the Debtors' assumption of each of the Insurance Contracts. Confirmation and Consummation of this Plan shall not impair or otherwise modify any available defenses of the Reorganized Debtors under the Insurance Contracts.

I. Extension of Time to Assume or Reject

Notwithstanding anything to the contrary set forth in Article VI of this Plan, in the event of a dispute as to whether a contract is executory or a lease is unexpired, the right of the Reorganized Debtors to move to assume or reject such contract or lease shall be extended until the date that is ten (10) days after entry of a Final Order by the Bankruptcy Court determining that the contract is executory or the lease is unexpired. The deemed assumption provided for in Article VI.A of this Plan shall not apply to any such contract or lease, and any such contract or lease shall be assumed or rejected only upon motion of the Reorganized Debtors following the Bankruptcy Court's determination that the contract is executory or the lease is unexpired.

J. Modifications, Amendments, Supplements, Restatements, or Other Agreements

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

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

ARTICLE VII.

PROVISIONS GOVERNING DISTRIBUTIONS

A. Distributions for Claims Allowed as of the Effective Date

Except as otherwise provided in the "Treatment" sections in Article III hereof or as ordered by the Bankruptcy Court, initial distributions to be made on account of Claims that are Allowed Claims as of the Effective Date shall be made on the Initial Distribution Date or as soon thereafter as is practicable. Any payment or distribution required to be made under this Plan on a day other than a Business Day shall be made on the next succeeding Business Day. Distributions on account of Disputed Claims that first become Allowed Claims after the Effective Date shall be made pursuant to Article VIII hereof.

B. No Postpetition Interest on Claims

Unless otherwise specifically provided for in this Plan, the Confirmation Order or Final Order of the Bankruptcy Court, or required by applicable bankruptcy law (including, without limitation, as required pursuant to section 506(b) or section 511 of the Bankruptcy Code), postpetition interest shall not accrue or be paid on any Claims and no Holder of a Claim shall be entitled to interest accruing on or after the Petition Date on any Claim.

C. Distributions by the Reorganized Debtors or Other Applicable Distribution Agent

Other than as specifically set forth below, the Reorganized Debtors or other applicable Distribution Agent shall make all distributions required to be distributed under this Plan. Distributions on account of the Allowed DIP Facility Claims and the Allowed Prepetition Notes Claims shall be made to the DIP Facility Agents and the Prepetition Notes Indenture Trustee, respectively, and such agent and trustee will be, and shall act as, the Distribution Agent with respect to its respective Class of Claims in accordance with the terms and conditions of this Plan. All such distributions shall be deemed completed when made by the Reorganized Debtors to the applicable Distribution Agent. The Reorganized Debtors may employ or contract with other entities to assist in or make the distributions required by this Plan and may pay the reasonable fees and expenses of such entities and the Distribution Agents in the ordinary course of business. No Distribution Agent shall be required to give any bond or surety or other security for the performance of its duties unless otherwise ordered by the Bankruptcy Court.

The distributions of New Equity Interests to be made under this Plan to Holders of Allowed Prepetition Notes Claims shall be made to the Prepetition Notes Indenture Trustee, which, subject to the right of the Prepetition Notes Indenture Trustee to assert its Prepetition Notes Indenture Trustee Charging Lien against such distributions, shall transmit such distributions to Holders of Allowed Prepetition Notes Claims in accordance with the Prepetition Notes Indenture. Notwithstanding anything to the contrary in this Plan, the Prepetition Notes Indenture Trustee may transfer or direct the transfer of such distributions through the facilities of DTC and, in such event, will be entitled to recognize and transact with for all purposes under this Plan with Holders of Allowed Prepetition Notes Claims to the extent consistent with the customary practices of DTC. The Debtors or Reorganized Debtors (as applicable) shall use their best efforts to make the New Equity Interests to be distributed to Holders of Allowed Prepetition Notes Claims eligible for distribution through the facilities of DTC. The distributions of Subscription Rights under this

Plan to Holders of Allowed Prepetition Notes Claims and Eligible General Unsecured Claims shall be made by the Voting and Claims Agent as provided in the Rights Offering Procedures.

D. Delivery and Distributions; Undeliverable or Unclaimed Distributions

1. Record Date for Distributions

On the Distribution Record Date, the Claims Register shall be closed. Accordingly, the Debtors, the Reorganized Debtors or other applicable Distribution Agent will have no obligation to recognize the assignment, transfer or other disposition of, or the sale of any participation in, any Allowed Claim (other than Prepetition Debt Claims) that occurs after the close of business on the Distribution Record Date, and will be entitled for all purposes herein to recognize and distribute securities, property, notices and other documents only to those Holders of Allowed Claims (other than Prepetition Debt Claims) who are Holders of such Claims, or participants therein, as of the close of business on the Distribution Record Date. The Reorganized Debtors or other applicable Distribution Agent shall be entitled to recognize and deal for all purposes under this Plan with only those record holders stated on the Claims Register, or their books and records, as of the close of business on the Distribution Record Date; provided, however, that the Distribution Record Date shall not apply to the Prepetition Debt Claims and the DIP Facility Claims.

2. Delivery of Distributions in General

Except as otherwise provided herein, the Debtors, the Reorganized Debtors or other applicable Distribution Agent, as applicable, shall make distributions to Holders of Allowed Claims, or in care of their authorized agents, as appropriate, at the address for each such Holder or agent as indicated on the Debtors' or other applicable Distribution Agent's books and records as of the date of any such distribution; *provided, however*, that the manner of such distributions shall be determined in the discretion of the applicable Distribution Agent (subject to the terms and conditions of the relevant Prepetition Debt Documents, if applicable); provided further, that the address for each Holder of an Allowed Claim shall be deemed to be the address set forth in the latest Proof of Claim Filed by such Holder pursuant to Bankruptcy Rule 3001 as of the Distribution Record Date.

3. Minimum Distributions

Notwithstanding anything herein to the contrary, no Distribution Agent shall be required to make distributions or payments of less than $50.00 (whether in Cash or otherwise) or to make partial distributions or payments of fractions of dollars or New Equity Interests, in each case with respect to Impaired Claims. With respect to Impaired Claims, whenever any payment or distribution of a fraction of a dollar or share of New Equity Interest under this Plan would otherwise be called for, the actual payment or distribution will reflect a rounding of such fraction to the nearest whole dollar or share of New Equity Interest (up or down), with half dollars and half shares of New Equity Interest or more being rounded up to the next higher whole number and with less than half dollars and half shares of New Equity Interest being rounded down to the next lower whole number (and no Cash shall be distributed in lieu of such fractional New Equity Interest).

No Distribution Agent shall have any obligation to make a distribution on account of an Allowed Claim that is Impaired under this Plan if: (a) the aggregate amount of all distributions authorized to be made on the Subsequent Distribution Date in question is or has an economic value less than $25,000, unless such distribution is a final distribution; or (b) the amount to be distributed to the specific Holder of an Allowed Claim on such Subsequent Distribution Date does not constitute a final distribution to such Holder and is or has an economic value less than $50.00, which shall be treated as an undeliverable distribution under Article VII.D.4 below.

4. Undeliverable Distributions

(a) Holding of Certain Undeliverable Distributions

If the distribution to any Holder of an Allowed Claim is returned to the Distribution Agent as undeliverable or is otherwise unclaimed, no further distributions shall be made to such Holder unless and until the Distribution Agent is notified in writing of such Holder's then current address, at which time all currently due but missed distributions shall be made to such Holder on the next Subsequent Distribution Date (or such earlier date as determined by the applicable Distribution Agent). Undeliverable distributions shall remain in the possession of the Reorganized Debtors or in the applicable reserve, subject to Article VII.D.4(b) hereof, until such time as any such distributions become deliverable. Undeliverable distributions shall not be entitled to any additional interest, dividends or other accruals of any kind on account of their distribution being undeliverable.

(b) Failure to Claim Undeliverable Distributions

Any Holder of an Allowed Claim (or any successor or assignee or other Person or Entity claiming by, through, or on behalf of, such Holder) that does not assert a right pursuant to this Plan for an undeliverable or unclaimed distribution within one (1) year after the later of the Effective Date or the date such distribution is due shall be deemed to have forfeited its rights for such undeliverable or unclaimed distribution and shall be forever barred and enjoined from asserting any such rights for an undeliverable or unclaimed distribution against the Debtors or their Estates, the Reorganized Debtors or their respective assets or property, or any Distribution Agent. In such case, (i) for Claims other than Classes 4 and 5, any Cash, Plan Securities, or other property reserved for distribution on account of such Claim shall become the property of the Estates free and clear of any Claims of such Holder with respect thereto and notwithstanding any federal or state escheat laws to the contrary, and (ii) for Claims in Classes 4 and 5, any Plan Securities and Documents, and/or other property, as applicable, held for distribution on account of such Claim shall be allocated Pro Rata by the applicable Distribution Agent for distribution among the other Holders of Claims in such Class. Nothing contained in this Plan shall require the Debtors, the Reorganized Debtors, or any Distribution Agent to attempt to locate any Holder of an Allowed Claim.

(c) Failure to Present Checks

Checks issued by the Distribution Agent on account of Allowed Claims shall be null and void if not negotiated within 180 days after the issuance of such check. In an effort to ensure that all Holders of Allowed Claims receive their allocated distributions, no later than 90 days after the issuance of such checks, the Reorganized Debtors shall File with the Bankruptcy Court a list of the Holders of any un-negotiated checks. This list shall be maintained and updated periodically in the sole discretion of the Reorganized Debtors for as long as the Chapter 11 Cases stay open. Requests for reissuance of any check shall be made directly to the Distribution Agent by the Holder of the relevant Allowed Claim with respect to which such check originally was issued. Any Holder of an Allowed Claim holding an un-negotiated check that does not request reissuance of such un-negotiated check within 365 days after the date of mailing or other delivery of such check shall have its Claim for such un-negotiated check discharged and be forever barred, estopped and enjoined from asserting any such Claim against the Debtors or their Estates, the Reorganized Debtors or their respective assets or property. In such case, any Cash held for payment on account of such Claims shall be distributed to the applicable Distribution Agent for distribution or allocation in accordance with this Plan, free and clear of any Claims of such Holder with respect thereto and notwithstanding any federal or state escheat laws to the contrary.

E. Compliance with Tax Requirements

In connection with this Plan and all distributions hereunder, the Reorganized Debtors or other applicable Distribution Agent shall comply with all applicable withholding and reporting requirements imposed by any federal, state, local, or foreign taxing authority, and all distributions hereunder shall be subject to any such applicable withholding and reporting requirements. The Reorganized Debtors or other applicable Distribution Agent shall be authorized to take any and all actions that may be necessary or appropriate to comply with such applicable withholding and reporting requirements. All Persons holding Claims shall be required to provide any information necessary to effect information reporting and the withholding of such taxes. Notwithstanding any other provision of this Plan to the contrary, each Holder of an Allowed Claim shall have the sole and exclusive responsibility for the satisfaction and payment of any tax obligations imposed by any Governmental Unit, including income, withholding, and other tax obligations, on account of such distribution.

F. Allocation of Plan Distributions Between Principal and Interest

To the extent that any Allowed Claim entitled to a distribution under this Plan is comprised of indebtedness and accrued but unpaid interest thereon, such distribution shall, to the extent permitted by applicable law, be allocated for income tax purposes to the principal amount of the Claim first and then, to the extent that the consideration exceeds the principal amount of the Claim, to the portion of such Claim representing accrued but unpaid interest.

G. Means of Cash Payment

Payments of Cash made pursuant to this Plan shall be in U.S. dollars and shall be made, at the option of the Debtors or the Reorganized Debtors (as applicable), by checks drawn on, or wire transfer from, a domestic bank selected by the Debtors or the Reorganized Debtors. Cash payments to foreign creditors may be made, at the option of the Debtors or the Reorganized Debtors, in such funds and by such means as are necessary or customary in a particular foreign jurisdiction.

H. Timing and Calculation of Amounts to Be Distributed

Except as otherwise provided in the "Treatment" sections in Article III hereof or as ordered by the Bankruptcy Court, on the Initial Distribution Date (or if a Claim is not an Allowed Claim on the Effective Date, on the Subsequent Distribution Date occurring after such Claim becomes an Allowed Claim, or as soon as reasonably practicable thereafter), each Holder of an Allowed Claim shall receive the full amount of the distributions that this Plan provides for Allowed Claims in the applicable Class. If and to the extent that there are Disputed Claims, distributions on account of any such Disputed Claims shall be made pursuant to the provisions set forth in the applicable class treatment or in Article VIII hereof. Except as otherwise provided herein, Holders of Claims shall not be entitled to interest, dividends or accruals on the distributions provided for herein, regardless of whether such distributions are delivered on or at any time after the Effective Date.

I. Setoffs

Without altering or limiting any of the rights and remedies of the Debtors and the Reorganized Debtors under section 502(d) of the Bankruptcy Code, all of which rights and remedies are hereby reserved, the Debtors and the Reorganized Debtors may, but shall not be required to, withhold (but not setoff except as set forth below) from the distributions called for hereunder on account of any Allowed Claim an amount equal to any claims, Causes of Action and Retained Causes of Action of any nature that the Debtors or the Reorganized Debtors may hold against the Holder of any such Allowed Claim; provided that, at least ten

(10) days prior to effectuating such withholding, the Debtors or the Reorganized Debtors, as applicable, shall provide written notice thereof to the applicable Holder of such Claim, and all objections and defenses of such Holder to such withholding are preserved. In the event that any such claims, Causes of Action or Retained Causes of Action are adjudicated by Final Order or otherwise resolved against the applicable Holder, the Debtors and the Reorganized Debtors may, pursuant to sections 553 or 558 of the Bankruptcy Code or applicable non-bankruptcy law, set off against any Allowed Claim and the distributions to be made pursuant hereto on account of such Allowed Claim (before any distribution is made on account of such Allowed Claim), the amount of such adjudicated or resolved claims, Causes of Action or Retained Causes of Action. Neither the failure to effect such a setoff nor the allowance of any Claim hereunder shall constitute a waiver or release by the Debtors or the Reorganized Debtors of any such claims, Causes of Action or Retained Causes of Action, all of which are reserved unless expressly released or compromised pursuant to this Plan or the Confirmation Order.

ARTICLE VIII.

PROCEDURES FOR RESOLVING CONTINGENT, UNLIQUIDATED AND DISPUTED CLAIMS

A. Resolution of Disputed Claims

1. Allowance of Claims

After the Effective Date, and except as otherwise provided in this Plan, the Reorganized Debtors shall have and shall retain any and all available rights and defenses that the Debtors had with respect to any Claim, including, without limitation, the right to assert any objection to Claims based on the limitations imposed by section 502 of the Bankruptcy Code. The Debtors and the Reorganized Debtors may contest the amount and validity of any Disputed Claim or contingent or unliquidated Claim in the ordinary course of business in the manner and venue in which such Claim would have been determined, resolved or adjudicated if the Chapter 11 Cases had not been commenced.

2. Prosecution of Objections to Claims

After the Confirmation Date but before the Effective Date, the Debtors, and after the Effective Date, the Reorganized Debtors shall have the authority to File objections to Claims (other than Claims that are Allowed under this Plan) and settle, compromise, withdraw or litigate to judgment objections to any and all such Claims, regardless of whether such Claims are in an Unimpaired Class or otherwise; *provided, however*, this provision shall not apply to Professional Fee Claims, which may be objected to by any party-in-interest in these Chapter 11 Cases. From and after the Effective Date, the Reorganized Debtors may settle or compromise any Disputed Claim without any further notice to or action, order or approval of the Bankruptcy Court. The Reorganized Debtors shall have the sole authority to administer and adjust the Claims Register and their respective books and records to reflect any such settlements or compromises without any further notice to or action, order or approval of the Bankruptcy Court.

3. Claims Estimation

After the Confirmation Date but before the Effective Date, the Debtors, and after the Effective Date, the Reorganized Debtors may at any time request that the Bankruptcy Court estimate any Disputed Claim or contingent or unliquidated Claim pursuant to applicable law, including, without limitation, section 502(c) of the Bankruptcy Code, and the Bankruptcy Court shall retain jurisdiction under 28 U.S.C. §§ 157 and 1334 to estimate any such Claim, whether for allowance or to determine the maximum amount of such Claim, including during the litigation concerning any objection to any Claim or during the pendency of any

appeal relating to any such objection. All of the aforementioned Claims objection, estimation and resolution procedures are cumulative and not exclusive of one another. Claims may be estimated and subsequently compromised, settled, withdrawn or resolved by any mechanism approved by the Bankruptcy Court. The rights and objections of all parties are reserved in connection with any such estimation. Notwithstanding any provision otherwise in this Plan, a Claim that has been expunged from the Claims Register, but that either is subject to appeal or has not been the subject of a Final Order, shall be deemed to be estimated at zero dollars, unless otherwise ordered by the Bankruptcy Court. In the event that the Bankruptcy Court estimates any contingent or unliquidated Claim, that estimated amount shall constitute a maximum limitation on such Claim for all purposes under this Plan (including for purposes of distributions), and the relevant Reorganized Debtor may elect to pursue any supplemental proceedings to object to any ultimate distribution on such Claim.

4. Deadline to File Objections to Claims

Any objections to Claims shall be Filed by no later than the Claims Objection Deadline; provided that nothing contained herein shall limit the Reorganized Debtors' right to object to Claims, if any, Filed or amended after the Claims Objection Deadline. Moreover, notwithstanding the expiration of the Claims Objection Deadline, the Debtors or the Reorganized Debtors shall continue to have the right to amend any claims objections and to file and prosecute supplemental objections and counterclaims to a Disputed Claim until such Disputed Claim is Allowed. Moreover, notwithstanding the expiration of the Claims Objection Deadline, the Reorganized Debtors shall continue to have the right to amend any claims or other objections and to File and prosecute supplemental objections and counterclaims to a Disputed Claim until such Disputed Claim is or becomes Allowed by Final Order of the Bankruptcy Court.

B. No Distributions Pending Allowance

Notwithstanding any other provision of this Plan to the contrary, no payments or distributions of any kind or nature shall be made with respect to all or any portion of a Disputed Claim unless and until all objections to such Disputed Claim have been settled or withdrawn or have been determined by Final Order, and the Disputed Claim has become an Allowed Claim pursuant to a Final Order.

C. Distributions on Account of Disputed Claims Once They Are Allowed and Additional Distributions on Account of Previously Allowed Claims

On each Subsequent Distribution Date (or such earlier date as determined by the Reorganized Debtors in their sole discretion), the Reorganized Debtors or other applicable Distribution Agent will make distributions (a) on account of any Disputed Claim that has become an Allowed Claim during the preceding calendar quarter, and (b) on account of previously Allowed Claims of property that would have been distributed to the Holders of such Claims on the dates distributions previously were made to Holders of Allowed Claims in such Class had the Disputed Claims that have become Allowed Claims or Disallowed Claims by Final Order of the Bankruptcy Court been Allowed or disallowed, as applicable, on such dates. Such distributions will be made pursuant to the applicable provisions of Article VII of this Plan. For the avoidance of doubt, but without limiting the terms or conditions of Article VII.B or Paragraph B of this Article VIII, any dividends or other distributions arising from property distributed to holders of Allowed Claims in a Class and paid to such Holders under this Plan shall also be paid, in the applicable amounts, to any Holder of a Disputed Claim in such Class that becomes an Allowed Claim after the date or dates that such dividends or other distributions were earlier paid to holders of Allowed Claims in such Class.

D. Reserve for Disputed Claims

The Debtors, the Reorganized Debtors, and the Distribution Agent may, in their respective sole discretion, establish such appropriate reserves for Disputed Claims in the applicable Class(es) as it determines necessary and appropriate, in each case with the consent of the Required Consenting Noteholders or as otherwise approved by the Bankruptcy Court. Without limiting the foregoing, reserves (if any) for Disputed Claims shall equal, as applicable, an amount equal to 100% of distributions or property to which Holders of Disputed Claims in each applicable Class would otherwise be entitled to receive under this Plan as of such date if such Disputed Claims were Allowed Claims in their respective Face Amount (or based on the Debtors' books and records if the applicable Holder has not yet Filed a Proof of Claim and the Claims Bar Date has not yet expired); provided, however, that the Debtors and the Reorganized Debtors, as applicable, shall have the right to file a motion seeking to estimate any Disputed Claims.

On the Effective Date, the Reorganized Debtors shall make a distribution of the New Equity Interests to the Holders of Allowed Prepetition Notes Claims consistent with **Error! Reference source not found.** hereof; *provided*, that the Reorganized Debtors shall reserve the amount of New Equity Interests necessary to make distributions to all Holders of General Unsecured Claims in the Face Amount of such Holders' General Unsecured Claims as if all such General Unsecured Claims were determined to be Allowed Claims (the "**Reserved New Equity Interests**"). The Reserved New Equity Interests shall be distributed to Holders of General Unsecured Claims, as such Claims become Allowed, in accordance with the terms of this Plan.

ARTICLE IX.

CONDITIONS PRECEDENT TO CONFIRMATION AND CONSUMMATION OF THE PLAN

A. Conditions Precedent to Confirmation

It shall be a condition to Confirmation of this Plan that the following conditions shall have been satisfied or waived pursuant to the provisions of Article IX.C hereof:

1. This Plan and the Restructuring Documents shall be in form and substance consistent in all material respects with the Restructuring Support Agreement and otherwise acceptable to the Debtors and the Required Consenting Noteholders;

2. The Disclosure Statement Order and the Backstop Order shall have been entered by the Bankruptcy Court and such orders shall have become a Final Order that has not been stayed, modified, or vacated on appeal; and

3. The Confirmation Order shall have been entered by the Bankruptcy Court.

B. Conditions Precedent to Consummation

It shall be a condition to Consummation of this Plan that the following conditions shall have been satisfied or waived pursuant to the provisions of Article IX.C hereof;

1. The Confirmation Order shall have become a Final Order and such order shall not have been amended, modified, vacated, stayed, or reversed;

2. The Confirmation Date shall have occurred;

3. The Bankruptcy Court shall have entered one or more Final Orders (which may include the Confirmation Order), in form and substance acceptable to the Debtors and the Required Consenting Noteholders, authorizing the assumption, assumption and assignment and rejection of the Executory Contracts and Unexpired Leases by the Debtors as contemplated in this Plan and the Plan Supplement;

4. This Plan and the Restructuring Documents shall not have been amended or modified other than in a manner in form and substance consistent in all material respects with the Restructuring Term Sheet and otherwise acceptable to the Debtors and the Required Consenting Noteholders;

5. The Restructuring Documents shall have been filed, tendered for delivery, and been effectuated or executed by all Entities party thereto (as appropriate), and in each case in full force and effect. All conditions precedent to the effectiveness of such Restructuring Documents, including, without limitation, the Exit Facility Credit Agreement, the New Secured Convertible Notes Indenture, and the Backstop Purchase Agreement, shall have been satisfied or waived pursuant to the terms of such applicable Restructuring Documents (or shall be satisfied concurrently with the occurrence of the Effective Date);

6. All consents, actions, documents, certificates and agreements necessary to implement this Plan and the transactions contemplated by this Plan shall have been, as applicable, obtained and not otherwise subject to unfulfilled conditions, effected or executed and delivered to the required parties and, to the extent required, filed with the applicable Governmental Units in accordance with applicable laws, and in each case in full force and effect;

7. All governmental approvals and consents, including Bankruptcy Court approval, that are applicable and legally required for the consummation of this Plan shall have been obtained, not be subject to unfulfilled conditions and be in full force and effect, and all applicable waiting periods under the Hart-Scott-Rodino Antitrust Improvements Act of 1976, as amended, shall have expired;

8. The Debtors shall have received, or concurrently with the occurrence of the Effective Date will receive, at least $43.3 million as contemplated in connection with the Backstop Purchase Agreement and the Rights Offering;

9. The New Board shall have been selected in accordance with the terms of this Plan and the Restructuring Support Agreement;

10. The Exit Facility Credit Agreement and the New Secured Convertible Notes Indenture shall each have closed or will close simultaneously with the effectiveness of this Plan;

11. The Restructuring Support Agreement shall be in full force and effect and shall not have been terminated in accordance with its terms;

12. The Backstop Purchase Agreement shall not have been terminated, and all conditions precedent (including the entry of the Backstop Order by the Bankruptcy Court and the Backstop Order becoming a Final Order, but excluding any conditions related to the occurrence of the Effective Date) to the obligations of the Backstop Parties under the Backstop Purchase Agreement shall have been satisfied or waived in accordance with the terms thereof, and the closing of the Backstop Purchase Agreement shall occur concurrently with the occurrence of the Effective Date;

13. The Debtors shall not be in default under either of the DIP Facilities or the Final DIP Order (or, to the extent that the Debtors are in default on the proposed Effective Date, such default shall have been waived by the applicable DIP Lenders or cured by the Debtors in a manner consistent with the DIP Facilities

and the DIP Orders) and both of the DIP Credit Agreements shall be in full force and effect and shall not have been terminated in accordance with their terms;

14. The Carve-Out Reserve shall have been funded in full in Cash by the Debtors in accordance with the terms and conditions of this Plan;

15. To the extent invoiced, all (i) Ad Hoc Noteholders Committee Fees and Expenses, (ii) Prepetition Credit Agreement Agent and Lender Fees and Expenses, (iii) Prepetition Notes Indenture Trustee Fees and Expenses, and (iv) Backstop Expenses shall have been paid in full in Cash or reserved in a manner acceptable to the applicable Required Consenting Noteholders (or approved by order of the Bankruptcy Court) to the extent of any disputes related thereto;

16. There shall be no ruling, judgment, or order issued by any Governmental Unit making illegal, enjoining, or otherwise preventing or prohibiting the consummation of the Restructuring Transactions, unless such ruling, judgment, or order has been stayed, reversed, or vacated within three (3) Business Days after such issuance;

17. There shall be no material litigation or investigation by any Governmental Unit involving the Debtors as of the Effective Date that has had, or would reasonably be expected to have, a material adverse effect on the business, financial condition or results of operations of the Reorganized Debtors, taken as a whole; and

18. To the extent required under applicable non-bankruptcy law, the Amended/New Organizational Documents shall have been duly filed with the applicable authorities in the relevant jurisdictions.

C. Waiver of Conditions

Subject to section 1127 of the Bankruptcy Code, the conditions to Confirmation and Consummation of this Plan set forth in this Article IX may be waived by the Debtors, with the consent of the Required Consenting Noteholders, without notice, leave or order of the Bankruptcy Court or any formal action other than proceeding to confirm or consummate this Plan. The failure of the Debtors or Reorganized Debtors to exercise any of the foregoing rights shall not be deemed a waiver of any other rights, and each right shall be deemed an ongoing right that may be asserted at any time.

D. Effect of Non-Occurrence of Conditions to Confirmation or Consummation

If the Confirmation or the Consummation of this Plan does not occur with respect to one or more of the Debtors, then this Plan shall, with respect to such applicable Debtor or Debtors, be null and void in all respects and nothing contained in this Plan or the Disclosure Statement shall: (1) constitute a waiver or release of any claims by or Claims against or Equity Interests in the Debtors; (2) prejudice in any manner the rights of the Debtors, any Holders or any other Person or Entity; (3) constitute an Allowance of any Claim or Equity Interest; or (4) constitute an admission, acknowledgment, offer or undertaking by the Debtors, any Holders or any other Person or Entity in any respect.

ARTICLE X.

RELEASE, DISCHARGE, INJUNCTION AND RELATED PROVISIONS

A. General

Notwithstanding anything contained herein to the contrary, the allowance, classification and treatment of all Allowed Claims and Equity Interests and their respective distributions (if any) and treatments hereunder, takes into account the relative priority and rights of the Claims and the Equity Interests in each Class in connection with any contractual, legal and equitable subordination rights relating thereto whether arising under general principles of equitable subordination, section 510 of the Bankruptcy Code or otherwise. As of the Effective Date, any and all contractual, legal and equitable subordination rights, whether arising under general principles of equitable subordination, section 510 of the Bankruptcy Code or otherwise, relating to the allowance, classification and treatment of all Allowed Claims and Equity Interests and their respective distributions (if any) and treatments hereunder, are settled, compromised, terminated and released pursuant hereto; *provided*, *however*, that nothing contained herein shall preclude any Person or Entity from exercising their rights pursuant to and consistent with the terms of this Plan and the contracts, instruments, releases, indentures, and other agreements or documents delivered under or in connection with this Plan.

*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 this 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, this 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 this 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 this Plan or the solicitation of votes on this 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 this 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 this 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 this 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, this 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 this 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 this 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 this 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 this 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 this 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.

C. Waiver of Statutory Limitations on Releases

Each of the Releasing Parties in each of the releases contained above expressly acknowledges that although ordinarily a general release may not extend to Claims which the Releasing Party does not know or suspect to exist in its favor, which if known by it may have materially affected its settlement with the party released, they have carefully considered and taken into account in determining to enter into the above releases the possible existence of such unknown losses or claims. Without limiting the generality of the foregoing, each Releasing Party expressly waives any and all rights conferred upon it by any statute or rule

of law which provides that a release does not extend to claims which the claimant does not know or suspect to exist in its favor at the time of providing the release, which if known by it may have materially affected its settlement with the released party. Except as otherwise provided in this Plan, the releases contained in this Plan are effective regardless of whether those released matters are presently known, unknown, suspected or unsuspected, foreseen or unforeseen.

D. Discharge of Claims and Equity Interests

To the fullest extent provided under section 1141(d)(1)(A) and other applicable provisions of the Bankruptcy Code, except as otherwise expressly provided by this Plan (including, without limitation, Article V.D of this Plan) or the Confirmation Order, effective as of the Effective Date, all consideration distributed under this Plan shall be in exchange for, and in complete satisfaction, settlement, discharge, and release of, all Claims, Equity Interests and Causes of Action of any kind or nature whatsoever against the Debtors or any of their respective assets or properties, and regardless of whether any property shall have been distributed or retained pursuant to this Plan on account of such Claims, Equity Interests or Causes of Action.

Except as otherwise expressly provided by this Plan (including, without limitation, Article V.D of this Plan) or the Confirmation Order, upon the Effective Date, the Debtors and their Estates shall be deemed discharged and released under and to the fullest extent provided under sections 524 and 1141(d)(1)(A) and other applicable provisions of the Bankruptcy Code from any and all Claims of any kind or nature whatsoever, including, but not limited to, demands and liabilities that arose before the Confirmation Date, and all debts of the kind specified in sections 502(g), 502(h), or 502(i) of the Bankruptcy Code. Such discharge shall void any judgment obtained against the Debtors or the Reorganized Debtors at any time, to the extent that such judgment relates to a discharged Claim.

Except as otherwise expressly provided by this Plan (including, without limitation, Article V.D of this Plan) or the Confirmation Order, upon the Effective Date: (i) the rights afforded herein and the treatment of all Claims and Equity Interests shall be in exchange for and in complete satisfaction, settlement, discharge, and release of all Claims and Equity Interests of any nature whatsoever, including any interest accrued on such Claims from and after the Petition Date, against the Debtors or any of their respective assets, property, or Estates; (ii) all Claims and Equity Interests shall be satisfied, discharged, and released in full, and each of the Debtor's liability with respect thereto shall be extinguished completely without further notice or action; and (iii) all Persons and Entities shall be precluded from asserting against the Debtors, the Estates, the Reorganized Debtors, each of their respective successors and assigns, and each of their respective assets and properties, any such Claims or Equity Interests, whether based upon any documents, instruments or any act or omission, transaction, or other activity of any kind or nature that occurred prior to the Effective Date or otherwise.

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 this Plan.

F. Preservation of Causes of Action

1. Maintenance of Retained Causes of Action

Except as otherwise provided in this Article X (including, without limitation, and for the avoidance of doubt, the Releases contained in Article X.B and Exculpation contained in Article X.E hereof) or elsewhere in this Plan or the Confirmation Order, after the Effective Date, the Reorganized Debtors shall retain all rights to commence, prosecute, pursue, litigate or settle, as appropriate, any and all Retained Causes of Action (including those not identified in the Plan Supplement), whether existing as of the Petition Date or thereafter arising, in any court or other tribunal including, without limitation, in an adversary proceeding Filed in the Chapter 11 Cases, and all such Retained Causes of Action shall vest in the Reorganized Debtors in accordance with this Plan. The Reorganized Debtors, as the successors-in-interest to the Debtors and the Estates, may, and shall have the exclusive right to, enforce, sue on, settle, compromise, transfer or assign (or decline to do any of the foregoing) any or all of such Retained Causes of Action without notice to or approval from the Bankruptcy Court.

2. Preservation of All Causes of Action Not Expressly Settled or Released

The Debtors expressly reserve all Causes of Action and Retained Causes of Action for later adjudication by the Debtors or the Reorganized Debtors (including, without limitation, Causes of Action and Retained Causes of Action not specifically identified or of which the Debtors may presently be unaware or which may arise or exist by reason of additional facts or circumstances unknown to the Debtors at this time or facts or circumstances that may change or be different from those the Debtors now believe to exist) and, therefore, no preclusion doctrine, including, without limitation, the doctrines of *res judicata*, collateral estoppel, issue preclusion, claim preclusion, waiver, estoppel (judicial, equitable or otherwise) or laches shall apply to such Causes of Action or Retained Causes of Action upon or after the Confirmation or Consummation of this Plan based on the Disclosure Statement, this Plan or the Confirmation Order, except in each case where such Causes of Action or Retained Causes of Action have been expressly waived, relinquished, released, compromised or settled in this Plan (including, without limitation, and for the avoidance of doubt, the Releases contained in Article X.B and Exculpation contained in Article X.E hereof) or any other Final Order (including, without limitation, the Confirmation Order). In addition, the Debtors and the Reorganized Debtors expressly reserve the right to pursue or adopt any claims alleged in any lawsuit

in which any of the Debtors are a plaintiff, defendant or an interested party, against any Person or Entity, including, without limitation, the plaintiffs or co-defendants in such lawsuits.

No Person or Entity may rely on the absence of a specific reference in this Plan, the Plan Supplement, or the Disclosure Statement to any Cause of Action or Retained Cause of Action against them as any indication that the Debtors or the Reorganized Debtors will not pursue any and all available Causes of Action or Retained Causes of Action against them. The Debtors and the Reorganized Debtors expressly reserve all rights to prosecute any and all Causes of Action and Retained Causes of Action against any Person or Entity, except as otherwise expressly provided in this Plan or the Confirmation Order.

G. ***Injunction***

EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THIS 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.

H. ***Binding Nature Of Plan***

ON THE EFFECTIVE DATE, AND EFFECTIVE AS OF THE EFFECTIVE DATE, THIS 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 THIS 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 THIS PLAN, (II) HAS FILED A PROOF OF CLAIM OR INTEREST IN THE CHAPTER 11 CASES OR (III) FAILED TO VOTE TO

ACCEPT OR REJECT THIS PLAN, AFFIRMATIVELY VOTED TO REJECT THIS PLAN OR IS CONCLUSIVELY PRESUMED TO REJECT THIS PLAN.

I. Protection Against Discriminatory Treatment

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

J. Integral Part of Plan

Each of the provisions set forth in this Plan with respect to the settlement, release, discharge, exculpation, injunction, indemnification and insurance of, for or with respect to Claims and/or Causes of Action are an integral part of this Plan and essential to its implementation. Accordingly, each Person or Entity that is a beneficiary of such provision shall have the right to independently seek to enforce such provision and such provision may not be amended, modified, or waived after the Effective Date without the prior written consent of such beneficiary.

ARTICLE XI.

RETENTION OF JURISDICTION

Pursuant to sections 105(c) and 1142 of the Bankruptcy Code and notwithstanding the entry of the Confirmation Order and the occurrence of the Effective Date, the Bankruptcy Court shall, on and after the Effective Date, retain exclusive jurisdiction over the Chapter 11 Cases and all Entities with respect to all matters related to the Chapter 11 Cases, the Debtors and this Plan as legally permissible, including, without limitation, jurisdiction to:

1. allow, disallow, determine, liquidate, classify, estimate or establish the priority or secured or unsecured status of any Claim or Equity Interest, including, without limitation, the resolution of any request for payment of any Administrative Claim and the resolution of any and all objections to the allowance or priority of any such Claim or Equity Interest;

2. grant or deny any applications for allowance of compensation or reimbursement of expenses authorized pursuant to the Bankruptcy Code or this Plan, for periods ending on or before the Effective Date; *provided*, *however*, that, from and after the Effective Date, the Reorganized Debtors shall pay Professionals in the ordinary course of business for any work performed after the Effective Date and such payment shall not be subject to the approval of the Bankruptcy Court;

3. resolve any matters related to the assumption, assignment or rejection of any Executory Contract or Unexpired Lease and to adjudicate and, if necessary, liquidate, any Claims arising therefrom, including, without limitation, those matters related to any amendment to this Plan after the Effective Date to add Executory Contracts or Unexpired Leases to the list of Executory Contracts and Unexpired Leases to be assumed or rejected (as applicable);

4. resolve any issues related to any matters adjudicated in the Chapter 11 Cases;

5. ensure that distributions to Holders of Allowed Claims are accomplished pursuant to the provisions of this Plan;

6. decide or resolve any motions, adversary proceedings, contested or litigated matters and any other Causes of Action that are pending as of the Effective Date or that may be commenced in the future, and grant or deny any applications involving the Debtors that may be pending on the Effective Date or instituted by the Reorganized Debtors after the Effective Date, *provided*, *however* that the Reorganized Debtors shall reserve the right to commence actions in all appropriate forums and jurisdictions;

7. enter such orders as may be necessary or appropriate to implement or consummate the provisions of this Plan and all other contracts, instruments, releases, indentures and other agreements or documents adopted in connection with this Plan, the Plan Supplement or the Disclosure Statement;

8. resolve any cases, controversies, suits or disputes that may arise in connection with the Consummation, interpretation or enforcement of this Plan or any Person's or Entity's obligations incurred in connection with this Plan;

9. hear and determine all Causes of Action that are pending as of the Effective Date or that may be commenced in the future;

10. issue injunctions and enforce them, enter and implement other orders or take such other actions as may be necessary or appropriate to restrain interference by any Person or Entity with Consummation or enforcement of this Plan;

11. enforce the terms and conditions of this Plan, the Confirmation Order, and the Restructuring Documents;

12. resolve any cases, controversies, suits or disputes with respect to the Release, the Exculpation, the Indemnification and other provisions contained in Article X hereof and enter such orders or take such others actions as may be necessary or appropriate to implement or enforce all such provisions;

13. hear and determine all Retained Causes of Action;

14. enter and implement such orders or take such other actions as may be necessary or appropriate if the Confirmation Order is modified, stayed, reversed, revoked or vacated;

15. resolve any other matters that may arise in connection with or relate to this Plan, the Disclosure Statement, the Confirmation Order or any release, exculpation, discharge, or injunction adopted in connection with this Plan; and

16. enter an order concluding or closing the Chapter 11 Cases.

Notwithstanding the foregoing, (i) any dispute arising under or in connection with the Exit Facility Loan Documents, the New Secured Convertible Notes Documents, or the New Stockholders Agreement shall be dealt with in accordance with the provisions of the applicable document and the jurisdictional provisions contained therein and (ii) if the Bankruptcy Court abstains from exercising, or declines to exercise, jurisdiction or is otherwise without jurisdiction over any matter arising in, arising under, or related to the Chapter 11 Cases, including the matters set forth in this Article of this Plan, the provisions of this

Article XI shall have no effect upon and shall not control, prohibit, or limit the exercise of jurisdiction by any other court having jurisdiction with respect to such matter.

ARTICLE XII.

MISCELLANEOUS PROVISIONS

A. Substantial Consummation

"Substantial Consummation" of this Plan, as defined in 11 U.S.C. § 1101(2), shall be deemed to occur on the Effective Date.

B. Payment of Statutory Fees; Post-Effective Date Fees and Expenses

All fees due and payable pursuant to section 1930 of Title 28 of the U.S. Code prior to the Effective Date shall be paid by the Debtors. On and after the Effective Date, the Reorganized Debtors shall pay any and all such fees when due and payable, and shall File with the Bankruptcy Court quarterly reports in a form reasonably acceptable to the United States Trustee. Each Debtor shall remain obligated to pay quarterly fees to the Office of the United States Trustee until the earliest of that particular Debtor's case being closed, dismissed, or converted to a case under Chapter 7 of the Bankruptcy Code.

The Reorganized Debtors shall pay the liabilities and charges that they incur on or after the Effective Date for Professionals' fees, disbursements, expenses, or related support services (including reasonable fees, costs and expenses incurred by Professionals relating to the preparation of interim and final fee applications and obtaining Bankruptcy Court approval thereof) in the ordinary course of business and without application or notice to, or order of, the Bankruptcy Court, including, without limitation, the reasonable fees, expenses, and disbursements of the Distribution Agents and the Prepetition Notes Indenture Trustee and the fees, costs and expenses incurred by Professionals in connection with the implementation, enforcement and Consummation of this Plan and the Restructuring Documents.

C. Conflicts

In the event that a provision of the Restructuring Documents or the Disclosure Statement (including any and all exhibits and attachments thereto) conflicts with a provision of this Plan or the Confirmation Order, the provision of this Plan and the Confirmation Order (as applicable) shall govern and control to the extent of such conflict. In the event that a provision of this Plan conflicts with a provision of the Confirmation Order, the provision of the Confirmation Order shall govern and control to the extent of such conflict.

D. Modification of Plan

Effective as of the date hereof and subject to the limitations and rights contained in this Plan: (a) the Debtors reserve the right, in accordance with the Bankruptcy Code and the Bankruptcy Rules, to amend or modify this Plan prior to the entry of the Confirmation Order in a way that is in form and substance consistent in all material respects with the Restructuring Term Sheet and otherwise acceptable to the Required Consenting Noteholders, in accordance with section 1127(a) of the Bankruptcy Code; and (b) after the entry of the Confirmation Order, the Debtors or the Reorganized Debtors, as applicable, may, upon order of the Bankruptcy Court, amend or modify this Plan in a way that is in form and substance consistent in all material respects with the Restructuring Term Sheet and otherwise acceptable to the Required Consenting Noteholders, in accordance with section 1127(b) of the Bankruptcy Code or to remedy any defect or omission or reconcile any inconsistency in this Plan in such manner as may be necessary to carry

out the purpose and intent of this Plan. A Holder of a Claim that has accepted this Plan shall be deemed to have accepted this Plan, as altered, amended or modified, if the proposed alteration, amendment or modification does not materially and adversely change the treatment of the Claim of such Holder.

E. Revocation or Withdrawal of Plan

The Debtors reserve the right to revoke or withdraw this Plan prior to the Effective Date and/or to File subsequent chapter 11 plans, with respect to one or more of the Debtors. If the Debtors revoke or withdraw this Plan, or if Confirmation or Consummation of this Plan does not occur with respect to one or more of the Debtors, then with respect to the applicable Debtor or Debtors for which this Plan was revoked or withdrawn or for which Confirmation or Consummation of this Plan did not occur: (1) this Plan shall be null and void in all respects; (2) any settlement or compromise embodied in this Plan, assumption or rejection of Executory Contracts or Unexpired Leases effected by this Plan and any document or agreement executed pursuant hereto shall be deemed null and void except as may be set forth in a separate order entered by the Bankruptcy Court; and (3) nothing contained in this Plan shall: (a) constitute a waiver or release of any Claims by or against, or any Equity Interests in, the applicable Debtors or any other Person or Entity; (b) prejudice in any manner the rights of the applicable Debtors or any other Person or Entity; or (c) constitute an admission, acknowledgement, offer or undertaking of any sort by the applicable Debtors or any other Person or Entity.

F. Successors and Assigns

This Plan shall be binding upon and inure to the benefit of the Debtors, the Reorganized Debtors, all present and former Holders of Claims and Equity Interests, other parties-in-interest, and their respective heirs, executors, administrators, successors, and assigns. The rights, benefits, and obligations of any Person or Entity named or referred to in this Plan shall be binding on, and shall inure to the benefit of, any heir, executor, administrator, successor, or assign of such Person or Entity.

G. Reservation of Rights

Except as expressly set forth herein, this Plan shall have no force or effect unless and until the Bankruptcy Court enters the Confirmation Order and this Plan is Consummated. Neither the filing of this Plan, any statement or provision contained herein, nor the taking of any action by the Debtors or any other Person or Entity with respect to this Plan shall be or shall be deemed to be an admission or waiver of any rights of: (1) the Debtors with respect to the Holders of Claims or Equity Interests or other Person or Entity; or (2) any Holder of a Claim or an Equity Interest or other Person or Entity prior to the Effective Date.

H. Further Assurances

The Debtors or the Reorganized Debtors, as applicable, all Holders of Claims receiving distributions hereunder and all other Persons or Entities shall, from time to time, prepare, execute and deliver any agreements or documents and take any other actions as may be necessary or advisable to effectuate the provisions and intent of this Plan or the Confirmation Order.

I. Severability

If, prior to the Confirmation Date, any term or provision of this Plan is determined by the Bankruptcy Court to be invalid, void, or unenforceable, the Bankruptcy Court will have the power to alter and interpret such term or provision to make it valid or enforceable to the maximum extent practicable, consistent with the original purpose of the term or provision held to be invalid, void, or unenforceable, and such term or provision will then be applicable as altered or interpreted. Notwithstanding any such holding,

alteration or interpretation, the remainder of the terms and provisions of this Plan will remain in full force and effect and will in no way be affected, impaired, or invalidated by such holding, alteration, or interpretation. The Confirmation Order will constitute a judicial determination and will provide that each term and provision of this Plan, as it may have been altered or interpreted in accordance with the foregoing, is valid and enforceable pursuant to its terms.

J. Service of Documents

Any notice, direction or other communication given regarding the matters contemplated by this Plan (each, a "**Notice**") must be in writing, sent by personal delivery, electronic mail, courier or facsimile and addressed as follows:

If to the Debtors:

Hi-Crush Inc.
1330 Post Oak Blvd., Suite 600
Houston, Texas 77056
Attn: Mark C. Skolos
Tel: (713) 980-6200
Email: mskolos@hicrush.com

with a copy to:

Latham & Watkins LLP
885 Third Avenue
New York, NY 10022
Attn: Keith A. Simon
Tel: (212) 906-1372
Fax: (212) 751-4864
Email: keith.simon@lw.com

If 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
Elizabeth McColm
John T. Weber
Tel: (212) 373-3000
Fax: (212) 757-3990
Email: bhermann@paulweiss.com
emccolm@paulweiss.com
jweber@paulweiss.com

If to the Prepetition Credit Agreement Agent:

JPMorgan Chase Bank, N.A.
2200 Ross Avenue, 9th Floor
Dallas, TX 75201
Attn: Andrew G. Ray

Tel: (214) 965-2592
Email: andrew.g.ray@jpmorgan.com

A Notice is deemed to be given and received (a) if sent by personal delivery or courier, on the date of delivery if it is a Business Day and the delivery was made prior to 4:00 p.m. (local time in place of receipt) and otherwise on the next Business Day, or (b) if sent by facsimile, on the Business Day following the date of confirmation of transmission by the originating facsimile, or (c) if sent by electronic mail, when the sender receives an email from the recipient acknowledging receipt, provided that an automatic "read receipt" does not constitute acknowledgment of an email for purposes of this Article XII.J. Any party may change its address for service from time to time by providing a Notice in accordance with the foregoing. Any element of a party's address that is not specifically changed in a Notice will be assumed not to be changed. Sending a copy of a Notice to a party's legal counsel as contemplated above is for information purposes only and does not constitute delivery of the Notice to that party. The failure to send a copy of a Notice to legal counsel does not invalidate delivery of that Notice to a party.

K. Exemption from Transfer Taxes Pursuant to Section 1146(a) of the Bankruptcy Code

Pursuant to and to the fullest extent permitted by section 1146(a) of the Bankruptcy Code, any issuance, transfer, or exchange of a security, or the making or delivery of an instrument of transfer of property, pursuant to or in connection with this Plan or the Restructuring Documents shall not be subject to any Stamp or Similar Tax or governmental assessment in the United States or by any other Governmental Unit, and the Confirmation Order shall direct the appropriate federal, state or local (domestic or foreign) governmental officials or agents to forgo the collection of any such Stamp or Similar Tax or governmental assessment and to accept for filing and recordation instruments or other documents evidencing such action or event without the payment of any such Stamp or Similar Tax or governmental assessment. Such exemption specifically applies, without limitation, to (i) all actions, agreements and documents necessary to evidence and implement the provisions of, transactions contemplated by and the distributions to be made under this Plan or the Restructuring Documents, (ii) the issuance and distribution of the New Equity Interests or Plan Securities and Documents, and (iii) the maintenance or creation of security interests or any Lien as contemplated by this Plan or the Restructuring Documents.

L. Governing Law

Except to the extent that the Bankruptcy Code, the Bankruptcy Rules or other federal law is applicable, or to the extent that a Restructuring Document or an exhibit, schedule, or supplement to this Plan provides otherwise, the rights and obligations arising under this Plan shall be governed by, and construed and enforced in accordance with, the laws of Delaware, without giving effect to the principles of conflicts of law of such jurisdiction.

M. Tax Reporting and Compliance

The Reorganized Debtors are hereby authorized, on behalf of the Debtors, to request an expedited determination under section 505(b) of the Bankruptcy Code of the tax liability of the Debtors for all taxable periods ending after the Petition Date through and including the Effective Date.

N. Exhibits, Schedules, and Supplements

All exhibits, schedules, and supplements to this Plan, including the Exhibits and the Plan Supplement, are incorporated herein and are a part of this Plan as if set forth in full herein.

O. No Strict Construction

This Plan is the product of extensive discussions and negotiations between and among, *inter alia*, the Debtors, the Prepetition Credit Agreement Agent, the Prepetition Notes Indenture Trustee, the Consenting Noteholders, and their respective professionals. Each of the foregoing was represented by counsel of its choice who either participated in the formulation and documentation of, or was afforded the opportunity to review and provide comments on, this Plan, the Disclosure Statement, the Exhibits and the Plan Supplement, and the agreements and documents ancillary or related thereto. Accordingly, unless explicitly indicated otherwise, the general rule of contract construction known as "contra proferentem" or other rule of strict construction shall not apply to the construction or interpretation of any provision of this Plan, the Disclosure Statement, the Exhibits or the Plan Supplement, or the documents ancillary and related thereto.

P. Entire Agreement

Except as otherwise provided herein or therein, this Plan and the Restructuring Documents supersede all previous and contemporaneous negotiations, promises, covenants, agreements, understandings, and representations on such subjects, all of which have become merged and integrated into this Plan and the Restructuring Documents.

Q. Closing of Chapter 11 Cases

The Reorganized Debtors shall, promptly after the full administration of the Chapter 11 Cases, File with the Bankruptcy Court all documents required by Bankruptcy Rule 3022 and any applicable order of the Bankruptcy Court to close the Chapter 11 Cases.

R. Statutory Committees

On the Effective Date, the current and former members of the Committee, and their respective officers, employees, counsel, advisors and agents, will be released and discharged of and from all further authority, duties, responsibilities and obligations related to and arising from and in connection with the Chapter 11 Cases and the Committee will dissolve; provided, however, that following the Effective Date, the Committee will continue in existence and have standing and a right to be heard for the following limited purposes: (i) pursuing claims and final fee applications filed pursuant to sections 330 and 331 of the Bankruptcy Code in accordance with Article II.A; and (ii) any appeals of the Confirmation Order or other appeal to which the Committee is a party. Following the completion of the Committee's remaining duties set forth above, the Committee will be dissolved, and the retention or employment of the Committee's respective attorneys, accountants and other agents will terminate without further notice to, or action by, any Person or Entity.

S. 2002 Notice Parties

After the Effective Date, the Debtors and the Reorganized Debtors, as applicable, are authorized to limit the list of Persons and Entities receiving documents pursuant to Bankruptcy Rule 2002 to those Persons and Entities who have Filed a renewed request after the Confirmation Hearing to receive documents pursuant to Bankruptcy Rule 2002.

Dated: August 15, 2020

Respectfully submitted,

HI-CRUSH INC. AND ITS AFFILIATE DEBTORS

/s/ J. Philip McCormick, Jr.
By: J. Philip McCormick, Jr.
Title: Chief Financial Officer

Exhibit A

Backstop Order

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

In re:	:	Chapter 11
HI-CRUSH INC., *et al.*,[1]	:	Case No. 20-33495 (DRJ)
Debtors.	:	(Jointly Administered)

ORDER (I) AUTHORIZING DEBTORS TO (A) ENTER INTO BACKSTOP PURCHASE AGREEMENT, (B) PAY CERTAIN AMOUNTS AND RELATED EXPENSES, AND (C) HONOR INDEMNIFICATION OBLIGATIONS TO CERTAIN PARTIES, AND (II) GRANTING RELATED RELIEF

[Relates to Motion at Docket No. 177]

Upon the motion (the "**Motion**")[2] of the above-captioned debtors and debtors-in-possession (collectively, the "**Debtors**") for an order (this "**Order**") (i) authorizing the Debtors to (a) enter into and perform under that certain *Backstop Purchase Agreement* (the "**Backstop Purchase Agreement**"), by and among Hi-Crush Inc., certain of its direct and indirect Debtor subsidiaries, and the Backstop Parties, attached hereto as Exhibit 1, (b) pay a Put Option Premium, a Liquidated Damages Payment, and an Expense Reimbursement, in each case to the extent provided for in the Backstop Purchase Agreement, and (c) enter into Indemnification Obligations for certain parties in accordance with the Backstop Purchase Agreement, and (ii) granting related

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

[2] Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to them in the Motion.

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relief, all as more fully set forth in the Motion; 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 the 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 the Court having found that the Debtors' notice of the Motion and opportunity for a hearing on the Motion were appropriate under the circumstances and that no other notice need be provided; and upon the record of, and representations made at, the hearing held by the Court on the Motion on August 14, 2020 (the "**Hearing**"); and upon the record of these Chapter 11 Cases; and the Court having determined, after due deliberation, that the relief requested in the Motion is in the best interests of the Debtors' estates, their creditors, and other parties in interest and a proper exercise of the Debtors' business judgment; and the legal and factual bases set forth in the Motion and at the Hearing having established just cause for the relief granted herein; and upon all of the proceedings had before the Court,

IT IS HEREBY FOUND AND DETERMINED THAT:

A. The terms and conditions of the Backstop Purchase Agreement are incorporated as if fully set forth herein in the first instance. The terms and conditions under the Backstop Purchase Agreement are fair, reasonable, reflect the Debtors' exercise of prudent business judgment consistent with their fiduciary duties, are based on good, sufficient, and sound business purposes and justifications, and are supported by reasonably equivalent value and consideration. The Backstop Purchase Agreement was negotiated in good faith and at arms' length among the Debtors, the Backstop Parties, and their respective professional advisors.

B. Each of the Put Option Premium, the Liquidated Damages Payment, the Expense Reimbursement, and the Indemnification Obligations constitutes an actual and necessary cost and expense to preserve the Debtors' estates and is reasonable and warranted on the terms and conditions set forth in the Backstop Purchase Agreement in light of, among other things, (i) the significant benefit to the Debtors' estates of having a definitive and binding commitment to fund the Debtors' restructuring, (ii) the absence of any other parties prepared to make a comparable commitment at any time before entry of this Order, (iii) the substantial time, effort, and costs incurred by the Backstop Parties in negotiating and documenting the Backstop Purchase Agreement, the RSA, and all documentation related thereto, and (iv) the risk to the Backstop Parties that the Debtors may ultimately enter into an Alternative Transaction in accordance with the terms of the Backstop Purchase Agreement.

C. The amount and terms and conditions of each of the Put Option Premium, the Liquidated Damages Payment, the Expense Reimbursement, and the Indemnification Obligations are reasonable and customary for this type of transaction and constitute actual and necessary costs and expenses to preserve the Debtors' estates. The Put Option Premium, the Liquidated Damages Payment, the Expense Reimbursement, and the Indemnification Obligations are bargained-for and integral parts of the transactions specified in the Backstop Purchase Agreement and, without such inducements, the Backstop Parties would not have agreed to the terms and conditions of the Backstop Purchase Agreement. Accordingly, the foregoing transactions are reasonable and enhance the value of the Debtors' estates.

BASED ON THE FOREGOING, IT IS HEREBY ORDERED THAT:

1. All objections to the Motion or the relief requested therein, if any, that have not been withdrawn, waived, resolved, or settled, and all reservations of rights included therein, are overruled with prejudice.

2. The Backstop Purchase Agreement and the terms and provisions included therein are approved in their entirety pursuant to sections 105 and 363(b) of the Bankruptcy Code, and the Debtors are authorized to (a) enter into, execute, deliver, and implement the Backstop Purchase Agreement and any and all instruments, documents, and papers contemplated thereunder, and (b) take any and all actions necessary and proper to implement the terms of the Backstop Purchase Agreement and to fully perform all obligations thereunder on the conditions set forth therein.

3. The failure to describe specifically or include any particular provision of the Backstop Purchase Agreement in the Motion or this Order shall not diminish or impair the effectiveness of such provision, it being the intent of the Court that the Backstop Purchase Agreement be entered into by the Debtors in its entirety and be binding and enforceable against the Debtors and the other signatories thereto in its entirety, and that the Debtors fully perform their obligations thereunder.

4. The specified premiums, payments, obligations, and expenses contemplated to be paid by the Debtors pursuant to the Backstop Purchase Agreement (including the Put Option Premium, the Liquidated Damages Payment, the Expense Reimbursement, and the Indemnification Obligations) are hereby approved as reasonable and shall not be subject to any avoidance, reduction, setoff, recoupment, offset, recharacterization, subordination (whether contractual, equitable, or otherwise), counterclaims, cross-claims, defenses, disallowance, impairment, disgorgement or any other challenges under any theory at law or in equity by any person or entity.

5. The specified premiums, payments, obligations, and expenses contemplated to be paid by the Debtors pursuant to the Backstop Purchase Agreement (including the Put Option Premium, the Liquidated Damages Payment, the Expense Reimbursement, and the Indemnification Obligations) are actual and necessary costs of preserving the Debtors' estates and as such shall be treated as allowed administrative expenses of the Debtors pursuant to sections 503(b)(1) and 507(a)(2) of the Bankruptcy Code, payable as provided in the Backstop Purchase Agreement.

6. The Indemnification Obligations set forth in the Backstop Purchase Agreement shall constitute legal, valid, and binding obligations of the Debtors and all such obligations are enforceable against the Debtors in accordance with their respective terms, without notice, hearing, or further order of the Court, *provided*, that the Court retains jurisdiction over any dispute regarding the terms and enforcement of the Backstop Purchase Agreement.

7. The Debtors are authorized to offer, sell, distribute, pay, provide, perform under, and/or reimburse, as applicable, the Put Option Premium, the Liquidated Damages Payment, the Expense Reimbursement, and Indemnification Obligations under the Backstop Purchase Agreement, each in full and in accordance with and as and to the extent payable pursuant to the terms thereof, without further application to or order of the Court; *provided*, that upon entry of this Order, the Debtors shall promptly pay any amounts then owing on account of the Expense Reimbursement in accordance with the terms of the Backstop Purchase Agreement; *provided*, *further*, that the Liquidated Damages Payment shall be payable only upon consummation of an Alternative Transaction as set forth in the Backstop Purchase Agreement.

8. The Put Option Premium, the Liquidated Damages Payment, the Expense Reimbursement, and the Indemnification Obligations shall not be discharged, modified, or

otherwise affected by any chapter 11 plan of the Debtors, dismissal of these Chapter 11 Cases, or conversion of these Chapter 11 Cases to chapter 7 cases.

9. The Debtors are authorized, but not directed, to enter into any non-material amendment, waiver, consent, supplement, or modification, to the Backstop Purchase Agreement from time to time, subject to the terms and conditions set forth in the Backstop Purchase Agreement, without further order of the Court.

10. To the extent the automatic stay provisions of section 362 of the Bankruptcy Code would otherwise apply, such provisions are vacated and modified to effectuate all of the terms and provisions of the Backstop Purchase Agreement and this Order, including, without limitation, permitting the Backstop Parties to exercise all rights and remedies under the Backstop Purchase Agreement in accordance with its terms, terminate the Backstop Purchase Agreement in accordance with its terms, and deliver any notice contemplated thereunder, in each case, without further order of the Court.

11. The Backstop Purchase Agreement and the provisions of this Order, including all findings herein, shall be effective and binding upon all parties in interest in these Chapter 11 Cases, including, without limitation, all creditors of any of the Debtors, any committee appointed in these Chapter 11 Cases, and the Debtors, and their respective successors and assigns (including any chapter 7 or chapter 11 trustee hereinafter appointed or elected for any of the Debtors, any examiner appointed pursuant to section 1104 of the Bankruptcy Code, a responsible person, officer, or any other party appointed as a legal representative or designee of any of the Debtors or with respect to the property of the estate of any of the Debtors) whether in these Chapter 11 Cases, in any successor chapter 11 or chapter 7 cases (the "**Successor Cases**"), or upon any dismissal of

any chapter 11 case or Successor Case, and shall inure to the benefit of the Backstop Parties and the Debtors and their respective successors and assigns.

12. The failure of any Backstop Party to seek relief or otherwise exercise its rights and remedies under this Order, the Backstop Purchase Agreement, or applicable law, as the case may be, shall not constitute a waiver of any of the rights hereunder, thereunder, or otherwise of any of the Backstop Parties, except to the extent specifically provided in the Backstop Purchase Agreement.

13. The provisions of this Order and any actions taken pursuant hereto shall survive entry of any order that may be entered (a) confirming any chapter 11 plan in any of these Chapter 11 Cases, (b) converting any of these Chapter 11 Cases to cases under chapter 7 of the Bankruptcy Code, (c) dismissing any of these Chapter 11 Cases or Successor Cases, or (d) pursuant to which the Court abstains from hearing any of these Chapter 11 Cases or Successor Cases. The terms and conditions of this Order, and all of the terms and conditions of the Backstop Purchase Agreement, notwithstanding the entry of any order referenced in the immediately prior sentence, shall continue in full force and effect in accordance with the terms hereunder and thereunder in these Chapter 11 Cases, in any Successor Cases, or following dismissal of these Chapter 11 Cases or any Successor Cases.

14. For the avoidance of doubt, the Put Option Premium, the Liquidated Damages Payment, the Expense Reimbursement, and the Indemnification Obligations shall survive any termination of the Backstop Purchase Agreement, in accordance with the terms specified therein.

15. The Backstop Purchase Agreement shall be solely for the benefit of the parties thereto and no other person or entity shall be a third-party beneficiary thereof. No entity, other

than the parties to the Backstop Purchase Agreement, shall have any right to seek or enforce specific performance of the Backstop Purchase Agreement.

16. Notice of the Motion as provided therein is deemed good and sufficient notice of such Motion and the requirements of Bankruptcy Rule 6004(a) are satisfied by such notice.

17. To the extent that Bankruptcy Rule 6004(h) would apply to this Order, the 14-day stay thereunder is waived, for cause, and the terms and conditions of this Order are immediately effective and enforceable upon its entry.

18. The Debtors are authorized to take all actions necessary to effectuate the relief granted in this Order in accordance with the Motion.

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

Signed: August 14, 2020.

DAVID R. JONES
UNITED STATES BANKRUPTCY JUDGE

Exhibit 1

Backstop Purchase Agreement

BACKSTOP PURCHASE AGREEMENT

AMONG

HI-CRUSH INC.,

CERTAIN OF ITS DIRECT AND INDIRECT SUBSIDIARIES

AND

THE BACKSTOP PARTIES HERETO

Dated as of August [_], 2020

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Schedules

THIS BACKSTOP PURCHASE AGREEMENT (as amended, supplemented, amended and restated or otherwise modified from time to time, together with any schedules, exhibits and annexes hereto, this "Agreement") is entered into as of August [__], 2020 (the "Execution Date"), by and among (a) Hi-Crush Inc., a Delaware corporation (as in existence on the Execution Date, as a debtor-in-possession in the Chapter 11 Cases (as defined below) and as a reorganized debtor, as applicable, the "Company"), (b) each of the direct and indirect Subsidiaries (as defined below) of the Company listed on the signature pages hereto under the title "Debtors" (such Subsidiaries, each as in existence on the Execution Date, as a debtor-in-possession in the Chapter 11 Cases and as a reorganized debtor, as applicable, together with the Company, each, a "Debtor" and, collectively, the "Debtors"), and (c) each of the undersigned entities and/or their investment advisors, managers, managed funds or accounts, intermediaries or nominees set forth on Schedule 1 hereto (each, a "Backstop Party" and, collectively, the "Backstop Parties"). Capitalized terms used in this Agreement are defined in Section 14 hereof.

RECITALS

WHEREAS, the Debtors, the Backstop Parties and certain other "Consenting Noteholders" party thereto have entered into a Restructuring Support Agreement, dated as of July 12, 2020 (as amended, supplemented, amended and restated or otherwise modified from time to time, together with any schedules, exhibits and annexes thereto, the "RSA");

WHEREAS, pursuant to the terms of the RSA, the Debtors and the Consenting Noteholders have agreed to implement certain restructuring transactions for the Debtors in accordance with, and subject to, the terms and conditions set forth in, the RSA (including the Restructuring Term Sheet attached as Exhibit A thereto (including any schedules, annexes and exhibits (including the New Secured Notes Term Sheet) attached thereto, as each may be modified in accordance with the terms of the RSA, collectively, the "Restructuring Term Sheet") (it being understood and agreed that the Restructuring Term Sheet has been expressly incorporated into the RSA by reference and made part thereof as if fully set forth therein, and any reference herein to the RSA shall be deemed to include the Restructuring Term Sheet));

WHEREAS, on July 12, 2020 (the "Petition Date"), following the execution and delivery of the RSA by the parties thereto, the Debtors commenced voluntary, prearranged reorganization cases (the "Chapter 11 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");

WHEREAS, the Debtors intend to restructure pursuant to a plan of reorganization that is consistent in all material respects with the terms of the RSA and otherwise in form and substance reasonably acceptable to the Required Backstop Parties (the "Plan") which will be filed by the Debtors with the Bankruptcy Court in accordance with the terms of the RSA;

WHEREAS, pursuant to the Plan, the Company will conduct a notes rights offering, on the terms and conditions set forth in the Plan and this Agreement (the "Rights Offering"), by distributing to each holder of an Eligible Claim as of the Rights Offering Record Date that is an Accredited Investor and timely completes, executes and delivers to the Subscription Agent an AI Questionnaire in accordance with the Rights Offering Procedures (each such holder,

a "Rights Offering Participant" and, collectively, the "Rights Offering Participants"), non-transferable, non-certificated rights that are attached to such Eligible Claim (the "Rights") to purchase such Rights Offering Participant's *pro rata* share of New Secured Notes (the "Rights Offering Notes"), in an aggregate original principal amount of $43.3 million (the "Rights Offering Amount"), and such New Secured Notes shall be on terms acceptable to the Required Backstop Parties and consistent with the material terms of the term sheet attached as Exhibit 3 to the Restructuring Term Sheet (the "New Secured Notes Term Sheet"); and

WHEREAS, in order to facilitate the Rights Offering, pursuant to this Agreement, and subject to the terms, conditions and limitations set forth herein, and in reliance on the representations and warranties set forth herein, each of the Backstop Parties, severally and not jointly, has agreed to provide the Debtors with the right to require such Backstop Party to purchase, and upon exercise of such right by the Debtors, each Backstop Party has agreed to purchase from the Company, on the Effective Date (as defined in the Plan), such Backstop Party's Backstop Commitment Percentage of the Rights Offering Notes that have not been subscribed for by the Rights Offering Participants by the Rights Offering Termination Date (including the Unallocated Notes) (the "Unsubscribed Notes"), subject to such Backstop Party's Backstop Commitment Amount.

NOW, THEREFORE, in consideration of the foregoing, and the representations, warranties and covenants set forth herein, and other good and valuable consideration, the Debtors and the Backstop Parties agree as follows:

1. **Rights Offering and Notes Backstop Commitments**.

1.1. **The Rights Offering**.

(a) The Company shall commence the Rights Offering on the Rights Offering Commencement Date. The Rights Offering shall be conducted and consummated by the Company on the terms, subject to the conditions and in accordance with procedures that are in form and substance reasonably acceptable to the Required Backstop Parties (the "Rights Offering Procedures") and otherwise on the applicable terms and conditions set forth in this Agreement, the Plan and the RSA.

(b) The Company hereby agrees and undertakes to deliver to each of the Backstop Parties, by e-mail, a certification by an executive officer of the Company (the "Backstop Certificate") of (i) if there are Unsubscribed Notes, a true and accurate calculation of the aggregate original principal amount of Unsubscribed Notes, or (ii) if there are no Unsubscribed Notes, the fact that there are no Unsubscribed Notes (it being understood that the Backstop Commitments shall terminate at the Closing). If there are Unsubscribed Notes, the execution and delivery of the Backstop Certificate by the Company shall be deemed the exercise by the Debtors of their right to require the Backstop Parties to purchase Unsubscribed Notes pursuant to Section 1.2(a) hereof. The Backstop Certificate shall be delivered by the Company to each of the Backstop Parties promptly after the Rights Offering Termination Date (as may be extended pursuant to the Rights Offering Procedures) and, in any event, at least five (5) Business Days prior to the anticipated Effective Date.

1.2. **Backstop Commitments**.

(a) On the terms, subject to the conditions (including, without limitation, the entry of the Backstop Order by the Bankruptcy Court and the Backstop Order becoming a Final Order) and limitations, and in reliance on the representations and warranties set forth in this Agreement, each of the Backstop Parties hereby agrees, severally and not jointly, to give the Debtors the right to require such Backstop Party, and upon exercise of such right by the Debtors, each Backstop Party has agreed, to purchase from the Company, on the Effective Date, at the aggregate Purchase Price therefor, its Backstop Commitment Percentage of all Unsubscribed Notes; provided, however, that no Backstop Party shall be required to purchase Unsubscribed Notes pursuant to this Section 1.2(a) with an aggregate original principal amount that exceeds the Backstop Commitment Amount of such Backstop Party. The Backstop Commitments of the Backstop Parties are several, not joint, obligations of the Backstop Parties, such that no Backstop Party shall be liable or otherwise responsible for the Backstop Commitment of any other Backstop Party. If a group of Backstop Parties that are Affiliates of one another purchase Rights Offering Notes in the Rights Offering in an aggregate original principal amount that is less than the product of (a) the aggregate Backstop Commitment Percentages of such Backstop Parties and (b) the Rights Offering Amount, then such Affiliated Backstop Parties shall be required to purchase Unsubscribed Notes such that no such deficiency exists and such obligation shall constitute the Backstop Commitments of such Affiliated Backstop Parties (it being understood that such obligation to purchase such Unsubscribed Notes shall be satisfied prior to determining the Backstop Commitments of all other Backstop Parties). The Unsubscribed Notes that each of the Backstop Parties is required to purchase pursuant to this Section 1.2(a) are referred to herein as such Backstop Party's "Backstop Commitment Notes".

(b) On or prior to the date that is three (3) Business Days prior to the anticipated Effective Date (the "Deposit Deadline"), each Backstop Party, or an Affiliate thereof, shall, severally and not jointly, deposit or cause to be deposited into an account (the "Deposit Account") with the Subscription Agent, by wire transfer of immediately available funds, an amount equal to the aggregate Purchase Price for such Backstop Party's Backstop Commitment Notes (such Backstop Party's "Purchase Price"); provided, however, that at the election of the Required Backstop Parties, the Deposit Account shall be established with a bank or trust company approved by the Company and the Required Backstop Parties (such account, the "Escrow Account" and such bank or trust company that maintains the Escrow Account, the "Escrow Agent") pursuant to an escrow agreement, in form and substance reasonably acceptable to the Required Backstop Parties and the Company (the "Escrow Agreement"). If the Required Backstop Parties elect to establish an Escrow Account, (i) any reference in this Agreement (x) to the "Deposit Account" shall refer instead to the "Escrow Account" and (y) where applicable, to the "Subscription Agent" shall refer instead to the "Escrow Agent", and (ii) any deposit made into the Escrow Account shall be pursuant to terms of the Escrow Agreement.

(c) In the event that a Backstop Party defaults (a "Funding Default") on its obligation to deposit its Purchase Price in the Deposit Account by the Deposit Deadline pursuant to Section 1.2(b) hereof (each such Backstop Party, a "Defaulting Backstop Party"), then each Backstop Party that is not a Defaulting Backstop Party (each, a "Non-Defaulting Backstop Party") shall have the right (the "Default Purchase Right"), but not the obligation, to elect to commit to purchase from the Company, at the aggregate Purchase Price therefor, up to such Non-Defaulting

Backstop Party's Adjusted Commitment Percentage of all Backstop Commitment Notes required to be purchased by the Defaulting Backstop Party pursuant to Section 1.2(a) but with respect to which such Defaulting Backstop Party did not make the required deposit in accordance with Section 1.2(b). Within two (2) Business Days after a Funding Default, the Company shall send a written notice to each Non-Defaulting Backstop Party specifying (x) the aggregate original principal amount of Backstop Commitment Notes subject to such Funding Default (collectively, the "Default Notes") and (y) the maximum aggregate original principal amount of Default Notes such Non-Defaulting Backstop Party may elect to commit to purchase (determined in accordance with the first sentence of this Section 1.2(c)). Each Non-Defaulting Backstop Party will have two (2) Business Days after receipt of such notice to elect to exercise its Default Purchase Right by notifying the Company in writing of its election and specifying the aggregate original principal amount of Default Notes that it is committing to purchase (up to the maximum aggregate original principal amount of Default Notes such Non-Defaulting Backstop Party is permitted to commit to purchase pursuant to the first sentence of this Section 1.2(c)). If any Non-Defaulting Backstop Party commits to purchase less than the maximum amount of Default Notes such Non-Defaulting Backstop Party is permitted to commit to purchase pursuant to the first sentence of this Section 1.2(c) or if any Non-Defaulting Backstop Party does not elect to commit to purchase any Default Notes within the 2-Business Day period referred to in the immediately preceding sentence, then the Default Notes that such Non-Defaulting Backstop Party does not commit to purchase may be (but are not obliged to be) purchased by Non-Defaulting Backstop Parties that exercised in full their respective Default Purchase Rights (such Non-Defaulting Backstop Parties electing to purchase, the "Final Optional Parties") (the right to make such purchase to be made on a *pro rata* basis among the Final Optional Parties based on the remaining unsubscribed Default Notes, or as otherwise agreed among the Final Optional Parties, and the process for providing commitments for such purchases to be made by mutual agreement between such Final Optional Parties and notification of such agreement, if any, and allocation to be made to the Company).

(d) If the Non-Defaulting Backstop Parties elect to commit to purchase all (but not less than all) Default Notes in accordance with Section 1.2(c) (including by agreement of any Final Optional Parties), the Company shall notify such Non-Defaulting Backstop Parties in writing of the same. No later than one (1) Business Day after the day that the Company has notified the Non-Defaulting Backstop Parties, each Non-Defaulting Backstop Party that has elected to commit to purchase any portion of the Default Notes hereby agrees, severally and not jointly, to deposit into the Deposit Account, by wire transfer of immediately available funds, an amount equal to its portion of the aggregate Purchase Price for such Default Notes. If Non-Defaulting Backstop Parties do not elect to commit to purchase all Default Notes in accordance with this Section 1.2(c) (and there is no agreement by any Final Option Parties), then no Non-Defaulting Backstop Party shall be required to deposit in the Deposit Account any portion of the Purchase Price for the Default Notes which such Non-Defaulting Backstop Party may have elected to commit to purchase pursuant to Section 1.2(c) unless otherwise agreed to in writing by the Required Backstop Parties and then only on the terms agreed in writing by the Required Backstop Parties. The Default Notes with respect to which a Backstop Party elects to purchase pursuant to Section 1.2(c), if any, together with such Backstop Party's Backstop Commitment Notes and Put Option Notes, shall be referred to herein as such Backstop Party's "Backstop Notes".

(e) Each Backstop Note shall be in an original principal amount of $1,000 and integral multiples thereof. Fractional Backstop Notes shall not be issued. Anything herein to the

contrary notwithstanding, no Backstop Party shall be required or have the right to purchase or be issued any fractional Backstop Notes. If a Backstop Party would otherwise be required or have the right to purchase or be issued Backstop Notes with an aggregate original principal amount that is not a multiple of $1,000, then such number of Backstop Notes shall be rounded upward or downward to the nearest multiple of $1,000 (with an aggregate original principal amount of at least $500 being rounded upward and less than $500 being rounded downward), and no Backstop Party shall receive any payment or other distribution in respect of any fraction of a Backstop Note such Backstop Party does not receive as a result of such rounding down or be required to provide any consideration for any fraction of a Backstop Note received as a result of such rounding up; provided, however, that (x) if any such rounding would result in the aggregate original principal amount of the Rights Offering Notes and the Backstop Commitment Notes to be more than the Rights Offering Amount being issued on the Effective Date, the Backstop Party with the smallest amount that was rounded up to the nearest multiple of $1,000 shall instead be rounded down to the nearest multiple of $1,000 and such adjustment shall be repeated with each successive Backstop Party with the smallest amount that was so rounded up until the aggregate original principal amount of the Rights Offering Notes and the Backstop Commitment Notes that will be issued on the Effective Date will equal the Rights Offering Amount, and (y) if any such rounding would result in the aggregate original principal amount of the Rights Offering Notes and the Backstop Commitment Notes to be less than the Rights Offering Amount being issued on the Effective Date, the Backstop Party with the greatest amount that was rounded down to the nearest multiple of $1,000 shall instead be rounded up to the nearest multiple of $1,000 and such adjustment shall be repeated with each successive Backstop Party with the greatest amount that was so rounded down until the aggregate original principal amount of the Rights Offering Notes and Backstop Commitment Notes that will be issued on the Effective Date will equal the Rights Offering Amount. Notwithstanding anything herein to the contrary, in the event that the number of Backstop Commitment Notes that a Backstop Party is required to purchase hereunder is rounded up in accordance with the immediately preceding sentence, the Backstop Commitment Amount shall also be rounded up in a similar manner.

1.3. **Put Option Notes**. The Debtors and the Backstop Parties hereby acknowledge that, in consideration for the Debtors' right to call the Backstop Commitments of the Backstop Parties to purchase the Unsubscribed Notes pursuant to the terms of this Agreement, the Company 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; provided, however, that (a) no Defaulting Backstop Party shall be entitled to receive any Put Option Notes and (b) any Non-Defaulting Backstop Party that purchases Default Notes of a Defaulting Backstop Party shall be entitled to receive additional Put Option Notes in an aggregate original principal amount equal to the product of (x) the aggregate original principal amount of Put Option Notes that would have been issued to such Defaulting Backstop Party if such Defaulting Backstop Party had not committed a Funding Default and (y) a fraction, the numerator of which is the aggregate original principal amount of Default Notes of such Defaulting Backstop Party which such Non-Defaulting Backstop Party purchases and the denominator of which is the aggregate original principal amount of Default Notes of such Defaulting Backstop Party. The Debtors hereby further acknowledge and agree that the Put Option Notes (i) shall be fully earned as of the Execution Date (but to be issued only at the Closing), (ii) shall not be refundable under any circumstance or creditable against any other amount paid or to be paid in connection with this Agreement or any

of the Contemplated Transactions or otherwise, (iii) shall be issued without setoff or recoupment and shall not be subject to defense or offset on account of any claim, defense or counterclaim, (iv) shall be issued free and clear of and without deduction for any and all Taxes, levies, imposts, deductions, charges or withholdings, in each case applicable to the issuance thereof, and all liabilities with respect thereto (with appropriate gross up for withholding Taxes), and (v) shall be treated for U.S. federal income Tax purposes as a premium for an option to put the Unsubscribed Notes to the Backstop Parties.

1.4. **Certain Tax Treatment**. The Debtors and each Backstop Party hereby acknowledge and agree, except as otherwise required by applicable Law, (a) that the New Secured Notes constitute and shall be treated as debt for U.S. federal income Tax purposes (regardless of whether any such notes are Backstop Notes), (b) that the Backstop Parties' receipt of the Put Option Notes shall be treated, for U.S. federal income Tax purposes, as creating "market discount" within the meaning of Section 1278 of the Code, (c) that any calculation by the Debtors or their agents regarding the amount of "original issue discount" within the meaning of Section 1273(a) of the Code ("OID"), if any, or market discount shall be as set forth by the Debtors or their agents in accordance with applicable U.S. Tax Law, Treasury Regulations, and other applicable guidance, and will be available, after preparation, to such Backstop Party with respect to the Backstop Notes held by such Backstop Party, for any accrual period in which such Backstop Party held such Backstop Notes, promptly upon request, and (d) to adhere to this Agreement for U.S. federal income Tax purposes with respect to such Backstop Party for so long as such Backstop Party holds Backstop Notes and not to take any action or file any Tax Return, report or declaration inconsistent herewith (including, with respect to the amount of OID on the Backstop Notes). This Section 1.4 is not an admission by any Backstop Party that it is subject to United States taxation.

2. **Closing; Certain Expenses and Payments**.

2.1. **Closing**.

(a) The closing of the purchase and sale of Backstop Notes hereunder (the "Closing") will occur at 10:00 a.m., New York City time, or such other time as the parties hereto may agree, on the Effective Date or such later date as set forth under Section 1.2 hereof. At the Closing, each of the Debtors (as applicable) shall deliver to each Backstop Party, (i)(A) if the Required Backstop Parties elect to require that the New Secured Notes be in certificated form, one or more promissory notes issued by the Company payable to such Backstop Party (or its designee) in an aggregate original principal amount equal to the aggregate original principal amount of Backstop Notes acquired by such Backstop Party, duly authenticated by the indenture trustee under the New Secured Notes Indenture, or (B) if the Required Backstop Parties elect to require that the New Secured Notes be in uncertificated form and issued by book-entry registration on the books of a registrar for the New Secured Notes, an account statement delivered by the Company or any such registrar reflecting the book-entry position of the aggregate original principal amount of Backstop Notes acquired by such Backstop Party, and (ii) such certificates, counterparts to agreements, documents or instruments required to be delivered by such Debtor to such Backstop Party pursuant to Section 7.1 hereof. At the request of the Required Backstop Parties, the New Secured Notes shall be registered in the name of Cede & Co., as nominee of the Depository Trust Company ("DTC"), and be evidenced by global securities held on behalf of members or participants in DTC as nominees for the Backstop Parties. The agreements, instruments,

certificates and other documents to be delivered on the Effective Date by or on behalf of the Debtors will be delivered to the Backstop Parties at the offices of Paul, Weiss, Rifkind, Wharton & Garrison LLP, 1285 Avenue of the Americas, New York, New York 10019-6064.

(b) All Backstop Notes will be delivered free and clear of any and all Encumbrances with any and all issue, stamp, transfer or similar Taxes or duties payable in connection with such delivery duly paid by the Debtors.

(c) Anything in this Agreement to the contrary notwithstanding (but without limiting the provisions of Section 13.1 hereof), any Backstop Party, in its sole discretion, may designate that some or all of the Backstop Notes be issued in the name of, and delivered to, one or more of its Affiliates that (in any such case) is an Accredited Investor.

2.2. **Backstop Expenses.** Whether or not the transactions contemplated by this Agreement or any of the other Contemplated Transactions are consummated, the Debtors hereby agree, on a joint and several basis, to reimburse in cash or pay in cash, as the case may be, the Backstop Expenses as follows: (a) all accrued and unpaid Backstop Expenses incurred up to (and including) the date of entry by the Bankruptcy Court of the Backstop Order shall be paid in full in cash on or as soon as reasonably practicable following the date of entry by the Bankruptcy Court of the Backstop Order (but in no event later than two (2) Business Days after submission of invoices following entry of the Backstop Order), without Bankruptcy Court review or further Bankruptcy Court Order, (b) after the date of entry by the Bankruptcy Court of the Backstop Order, all accrued and unpaid Backstop Expenses shall be paid in full in cash on a regular and continuing basis promptly (but in any event within five (5) Business Days) after invoices are presented to the Debtors, without Bankruptcy Court review or further Bankruptcy Court Order, (c) all accrued and unpaid Backstop Expenses incurred up to (and including) the Effective Date shall be paid in full in cash on the Effective Date, without Bankruptcy Court review or further Bankruptcy Court Order and (d) if applicable, upon termination of this Agreement, all accrued and unpaid Backstop Expenses incurred up to (and including) the date of such termination shall be paid in full in cash promptly (but in any event within five (5) Business Days) after invoices are presented to the Debtors, without Bankruptcy Court review or further Bankruptcy Court Order; provided, however, that the payment of the Backstop Expenses under each of clauses (a), (b), (c) and (d) shall be subject to the terms of the Backstop Order. All Backstop Expenses of a Backstop Party shall be paid to such Backstop Party (or its designee) by wire transfer of immediately available funds to the account(s) specified by such Backstop Party. The Backstop Expenses shall constitute allowed administrative expenses against the Debtors' estates under the Bankruptcy Code. The terms set forth in this Section 2.2 shall survive termination of this Agreement and shall remain in full force and effect regardless of whether the transactions contemplated by this Agreement or any of the other Contemplated Transactions are consummated. The obligations set forth in this Section 2.2 are in addition to, and do not limit, the Debtors' obligations under Sections 1.3, 2.3 and 9 hereof.

2.3. **Liquidated Damages Payment**. The Debtors hereby acknowledge and agree that the Backstop Parties have expended, and will continue to expend, considerable time, effort and expense in connection with this Agreement and the negotiation hereof, and that this Agreement provides value to, is beneficial to, and is necessary to preserve, the Debtors' estates. If any Debtor (a) enters into, publicly announces its intention to enter into (including by means of any filings made with any Governmental Body), or announces to any of the Consenting

Noteholders or other holders of Claims and Interests its intention to enter into, an agreement (including, without limitation, any agreement in principle, letter of intent, memorandum of understanding or definitive agreement), whether binding or non-binding, or whether subject to terms and conditions, with respect to any Alternative Transaction, (b) files any pleading or document with the Bankruptcy Court agreeing to, evidencing its intention to support, or otherwise supports, any Alternative Transaction or (c) consummates any Alternative Transaction (any of the events described in clause (a), clause (b) or clause (c), a "Triggering Event"), in any such case described in clause (a), clause (b) or clause (c), at any time (x) prior to the termination of this Agreement in accordance with the terms hereof or (y) within twelve (12) months following the termination of this Agreement in accordance with the terms hereof, then the Debtors shall pay to the Non-Defaulting Backstop Parties a cash payment in the aggregate amount of $4,800,000 (the "Liquidated Damages Payment"). The Liquidated Damages Payment (A) shall be deemed earned in full on the date of the occurrence of the Triggering Event and paid to the Non-Defaulting Backstop Parties only upon consummation of an Alternative Transaction, (B) shall be paid to the Non-Defaulting Backstop Parties on a *pro rata* basis (based on their respective Adjusted Commitment Percentages) by wire transfer of immediately available funds to the accounts designated by the Non-Defaulting Backstop Parties, (C) shall be paid without setoff or recoupment and shall not be subject to defense or offset on account of any claim, defense or counterclaim, and (D) shall be paid free and clear of and without deduction for any and all applicable Taxes, levies, imposts, deductions, charges or withholdings, and all liabilities with respect thereto (with appropriate gross-up for withholding Taxes). The terms set forth in this Section 2.3 shall survive termination of this Agreement and shall remain in full force and effect regardless of whether the transactions contemplated by this Agreement or any of the other Contemplated Transactions are consummated. The parties acknowledge that the agreements contained in this Section 2.3 are an integral part of the transactions contemplated by this Agreement, are actually necessary to preserve the value of the Debtors' estates and constitute liquidated damages and not a penalty, and that, without these agreements, the Backstop Parties would not have entered into this Agreement. The Liquidated Damages Payment shall be payable without Bankruptcy Court review or further Bankruptcy Court Order; provided, however, that the payment of the Liquidated Damages Payment shall be subject to the terms of the Backstop Order. The Liquidated Damages Payment shall constitute an allowed administrative expense against the Debtors' estates under the Bankruptcy Code. The obligations set forth in this Section 2.3 are in addition to, and do not limit, the Debtors' obligations under Sections 1.3, 2.2 and 9 hereof; provided, however, that under no circumstances shall both the Put Option Notes and the Liquidated Damages Payment be issuable or payable, as applicable, hereunder.

2.4. **Interest; Costs and Expenses.** Any amounts required to be paid by the Debtors pursuant to Section 2.2, Section 2.3 or Section 9 hereof, if not paid on or before the date on which such amounts are required to be paid in accordance with the terms of any such Section (the "Interest Commencement Date"), shall include interest on such amount from the Interest Commencement Date to the day such amount is paid, computed at an annual rate equal to the rate of interest which is identified as the "Prime Rate" as published in the Money Rates Section of The Wall Street Journal on the applicable Interest Commencement Date. In addition, the Debtors shall pay all reasonable and documented out-of-pocket costs and expenses (including legal fees and expenses) incurred by the Backstop Parties in connection with any action or proceeding (including the filing of any lawsuit or the assertion in the Chapter 11 Cases of a request for reimbursement) taken by any of them to collect such unpaid amounts (including any interest

accrued on such amounts under this Section 2.4). Amounts required to be paid by the Debtors pursuant to this Section 2.4 shall (a) be paid without setoff or recoupment and shall not be subject to defense or offset on account of any claim, defense or counterclaim and (b) shall be paid free and clear of and without deduction for any and all applicable Taxes, levies, imposts, deductions, charges or withholdings, and all liabilities with respect thereto (with appropriate gross-up for withholding Taxes). Amounts required to be paid by the Debtors pursuant to this Section 2.4 shall constitute allowed administrative expenses against the Debtors' estates under the Bankruptcy Code. The obligations of the Debtors under this Section 2.4 shall survive any termination or expiration of this Agreement.

3. **Representations and Warranties of the Debtors**. Except as disclosed in (a) the Company SEC Documents filed with the SEC on or after December 31, 2018 and publicly available on the SEC's Electronic Data-Gathering, Analysis and Retrieval system prior to the date hereof (excluding any disclosures contained in the "Forward-Looking Statements" or "Risk Factors" sections thereof, or any other statements that are similarly predictive, cautionary or forward looking in nature) or (b) the disclosure schedule delivered by the Debtors to the Backstop Parties on the Execution Date and attached to this Agreement (the "Debtor Disclosure Schedule") (provided that disclosure made in one section or subsection of the Debtor Disclosure Schedule of any facts or circumstances shall be deemed adequate disclosure of such facts or circumstances with respect to every other section or subsection of the Debtor Disclosure Schedule only if (and solely to the extent) it is reasonably apparent on the face that the disclosure is responsive to the subject matter of such other section or subsection of the Debtor Disclosure Schedule; provided, however, that no information shall be deemed disclosed for purposes of any of the Fundamental Representations unless specifically set forth in the section of the Debtor Disclosure Schedule relating to such applicable Fundamental Representation), the Debtors hereby, jointly and severally, represent and warrant to the Backstop Parties as set forth in this Section 3. Each representation and warranty of the Debtors is made as of the Execution Date and as of the Effective Date:

3.1. **Organization of the Debtors.** Each Debtor is a corporation or limited liability company (as the case may be), duly incorporated, organized or formed (as applicable), validly existing and in good standing under the Laws of its jurisdiction of incorporation, organization or formation (as applicable), and has full corporate or limited liability company (as applicable) power and authority to conduct its business as it is now conducted and to own, lease, operate and use its assets as currently owned, leased, operated and used. Each Debtor is duly qualified or licensed to do business as a foreign corporation or limited liability company (as applicable) and is in good standing (to the extent such concept is applicable) under the Laws of each jurisdiction in which either the ownership or use of the properties owned or used by it, or the nature of the activities conducted by it, requires such qualification or registration, except where the failure to be so qualified or registered would not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect.

3.2. **Capitalization; Subsidiaries**.

(a) Section 3.2(a) of the Debtor Disclosure Schedule sets forth the name and jurisdiction of incorporation, organization or formation (as applicable) of each Subsidiary of the Company. Except as set forth on Section 3.2(a) of the Debtor Disclosure Schedules, the Company or one or more of its Subsidiaries, as the case may be, legally and beneficially owns all of the

outstanding Interests of each of the Subsidiaries of the Company. Except for the Company's Subsidiaries and as otherwise set forth on Section 3.2(a) of the Debtor Disclosure Schedules, the Company does not own, hold or control any direct or indirect Interests of any corporation, partnership, limited liability company, trust or other Person or business. Except as described on Section 3.2(a) of the Debtor Disclosure Schedules, neither the Company nor any of its Subsidiaries has any Contract to directly or indirectly acquire any direct or indirect Equity Interest in any Person or business.

(b) All of the outstanding Interests of each Subsidiary of the Company have been duly authorized and validly issued and are fully paid and nonassessable, and the Company or one or more of its Subsidiaries has good and marketable title to such Interests, free and clear of all Encumbrances (other than transfer restrictions imposed under applicable securities Laws). There are, and there will be on the Effective Date, no (i) Contracts relating to the issuance, grant, sale or transfer of any Interests of any Subsidiary of the Company or (ii) Contracts of the Company or any Subsidiary of the Company to repurchase, redeem or otherwise acquire any Interests of any Subsidiary of the Company. No Subsidiary of the Company has granted any registration rights with respect to any of its Interests.

3.3. **Authority; No Conflict**.

(a) Each Debtor (i) has the requisite corporate or limited liability company (as applicable) power and authority (A) subject to the entry of the Solicitation Order, the Backstop Order, the Confirmation Order and any other applicable orders of the Bankruptcy Court, to enter into, execute and deliver this Agreement and the other Definitive Documentation to which it is (or will be) a party, and to enter into, execute and file with the Bankruptcy Court the Plan and (B) subject to the entry of the Solicitation Order, the Backstop Order, the Confirmation Order and any other applicable orders of the Bankruptcy Court, to perform and consummate the Contemplated Transactions, and (ii) subject to the receipt of the foregoing Orders, as applicable, has taken all necessary corporate or limited liability company (as applicable) action required for (x) the due authorization, execution and delivery of this Agreement and the other Definitive Documentation to which it is (or will be) a party, (y) the due authorization, execution and filing with the Bankruptcy Court of the Plan and (z) the performance and consummation of the Contemplated Transactions. Subject to the receipt of the foregoing Orders, as applicable, no other proceeding, consent or authorization on the part of any Debtor or any of its equity holders is necessary to authorize this Agreement or any other Definitive Documentation to which it is or will be a party or the Contemplated Transactions. Subject to the receipt of the foregoing Orders, as applicable, (1) this Agreement has been (and, in the case of each Definitive Documentation to be entered into by a Debtor at or prior to the Closing, will be) duly executed and delivered by each Debtor party hereto or thereto, as applicable and (2) constitutes (and, in the case of each Definitive Documentation to be entered into by a Debtor after the Execution Date and at or prior to the Closing, will constitute) the legal, valid and binding obligation of each Debtor (and, in the case of a Definitive Documentation, the Debtor party thereto), enforceable against such Debtor in accordance with its terms. Subject to entry of the foregoing Orders and the expiration or waiver by the Bankruptcy Court of the fourteen (14)-day period set forth in Bankruptcy Rules 6004(h) and 3020(e), the Plan constitutes the legal, valid and binding obligation of each Debtor, enforceable against such Debtor in accordance with its terms.

(b) Neither the execution and delivery by the Debtors of this Agreement or any of the other Definitive Documentation, the execution or filing with the Bankruptcy Court by the Debtors of the Plan nor the performance or consummation by the Debtors of any of the Contemplated Transactions will, directly or indirectly (with or without notice or lapse of time or both):

(i) contravene, conflict with or result in a violation or breach of any provision of the Organizational Documents of any Debtor or any of its Subsidiaries;

(ii) contravene, conflict with or result in a violation of any Law or Order to which any Debtor or any of its Subsidiaries, or any of the properties, assets, rights or interests owned, leased or used by any Debtor or any of its Subsidiaries, are bound or may be subject;

(iii) contravene, conflict with or result in a violation or breach of any provision of, or require any consent or other approval by, notice to, waiver from or other action by any Person under, or give rise to any right of termination, amendment, acceleration or cancellation under, any Contract to which any Debtor or any of its Subsidiaries is a party or which any of the properties, assets, rights or interests owned, leased or used by any Debtor or any of its Subsidiaries are bound or may be subject, except for any violation or breach of any such Contract that arises out of the rejection by any of the Debtors of such Contract, which rejection was done with the prior written consent of the Required Backstop Parties; or

(iv) result in the imposition or creation of any Encumbrance upon or with respect to any of the assets, properties, rights or interests owned, leased or used by any Debtor or any of its Subsidiaries that will not be released and discharged pursuant to the Plan.

except, in the case of clause (ii) and clause (iii) above, where such occurrence, event or result would not, reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect.

(c) Subject to the Approvals, none of the Debtors will be required to give any notice to, make any filing with or obtain any Consent from, any Person in connection with the execution and delivery of this Agreement or any other Definitive Documentation, or the execution and filing with the Bankruptcy Court of the Plan, or the performance or consummation of any of the Contemplated Transactions, except for any consents, that if not made or obtained, would not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect.

3.4. **Proceedings; Orders.** Except for any claim of a creditor or party in interest in the Chapter 11 Cases and any adversary proceedings or contested motions commenced in connection therewith, (a) there is no Proceeding pending, existing, instituted, outstanding or, to the Knowledge of the Debtors, threatened to which any Debtor or any Subsidiary thereof is a party or to which any property, asset, right or interest owned, leased or used by any Debtor or any Subsidiary thereof is bound or subject which, if adversely determined, could reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect, and (b) no event has

occurred or circumstances exist that would reasonably be expected to give rise to, or serve as a basis for, any such Proceeding. There are no outstanding Orders and no unsatisfied judgments, penalties or awards against, relating to or affecting any Debtor or any of their respective Subsidiaries.

3.5. **Brokers or Finders.** Except for the fees payable to Lazard Frères & Co. LLC pursuant to the Lazard Engagement Letter, neither any Debtor, any of its Subsidiaries nor any of their respective Representatives has incurred any obligation or liability, contingent or otherwise, for brokerage or finders' fees or agents' commissions or other similar payments in connection with this Agreement, any of the other Definitive Documentation, the Plan or any of the Contemplated Transactions.

3.6. **Exemption from Registration.** Assuming the accuracy of the Backstop Parties' representations set forth in Section 4 hereof and assuming the accuracy of all of the representations, warranties and certifications made by all of the Rights Offering Participants in their respective AI Questionnaires and Proofs of Holdings, each of the Specified Issuances will be exempt from the registration and prospectus delivery requirements of the Securities Act.

3.7. **Issuance.** Subject to entry of the Solicitation Order, Backstop Order, the Confirmation Order and any other applicable orders of the Bankruptcy Court, each of the Specified Issuances has been duly and validly authorized by the Company and, when (a) the Rights Offering Notes are issued and delivered against payment therefor in the Rights Offerings, (b) the Backstop Notes are issued and delivered against payment therefor as provided herein, and (c) the shares of New Common Stock are issued and delivered upon conversion of the New Secured Notes in accordance with the terms of the New Certificate of Incorporation and the New Secured Notes Documents, all such Rights Offering Notes, Backstop Notes and shares of New Common Stock will be duly and validly issued, fully paid and non-assessable, and free and clear of all Taxes, liens, Encumbrances (other than transfer restrictions imposed under applicable securities Laws), pre-emptive rights, rights of first refusal, subscription rights and similar rights. Subject to entry by the Bankruptcy Court of the Solicitation Order, Backstop Order, the Confirmation Order and any other applicable orders of the Bankruptcy Court, the New Secured Notes Indenture has been duly authorized by the Company and at the Closing will be duly executed and delivered by the Company and, when duly executed and delivered in accordance with its terms by the Trustee, will constitute a valid and legally binding agreement of the Company enforceable against the Company in accordance with its terms. The Rights Offering Notes and Backstop Notes have been duly authorized by the Company and, when duly executed, authenticated, issued and delivered as provided in the New Secured Notes Indenture and paid for as provided herein, will be duly and validly issued and outstanding and will constitute valid and legally binding obligations of the Company enforceable against the Company in accordance with their terms, and will be entitled to the benefits of the New Secured Notes Indenture.

3.8. **Organizational Documents**. No Debtor nor any of their respective Subsidiaries is in violation of its Organizational Documents. The Company has delivered to the Backstop Parties true, correct and complete copies of the Organizational Documents of each Debtor and each of their respective Subsidiaries as in effect on the date hereof.

3.9. **Intellectual Property**.

(a) Except as would not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect, (a) the Debtors own or possess the right to use all patents, inventions and discoveries (whether patentable or not), trademarks, service marks, trade names, trade dress, logos, internet domain names, copyrights, published and unpublished works of authorship (including software, source code and object code), and all registrations, recordations and applications of the foregoing and know-how (including trade secrets, know-how and other unpatented and/or unpatentable proprietary or confidential information, systems or procedures) and licenses related to any of the foregoing (collectively, "IP Rights") owned, licensed or used by any Debtor or any of its Subsidiaries (collectively, "Debtor IP Rights"), that are reasonably necessary to operate their businesses, without infringement upon the rights of any third-party (of which any of the Debtors and their Subsidiaries has been notified in writing), (b) to the Knowledge of the Debtors, none of the Debtors nor their respective Subsidiaries nor any Debtor IP Right, proprietary right, product, process, method, substance, part, or other material now employed, sold or offered by or contemplated to be employed, sold or offered by the Debtors or their respective Subsidiaries infringe, misappropriate or otherwise violate any IP Rights of any third party and (c) none of the Debtor IP Rights owned by any Debtor or any of its Subsidiaries have been adjudged invalid or unenforceable. The Debtors have used commercially reasonable efforts to protect their material trade secrets and other material confidential or proprietary information.

(b) Except as would not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect, (i) each Debtor and its Subsidiaries own or possess adequate rights to use all computer systems (including hardware, software databases, firmware and related equipment), communications systems, and networking systems (the "IT Systems") used by each Debtor and its Subsidiaries (the "Debtor IT Systems") and (ii) the Debtor IT Systems are adequate for their intended use in the operation of each Debtor's and its Subsidiaries' respective businesses and operations as currently conducted.

(c) Except as would not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect, all IT Systems material to the business of the Debtor and its Subsidiaries (i) perform in material conformance with its documentation, (ii) are free from any material software defect, and (iii) do not contain any virus, software routine or hardware component designed to permit unauthorized access or to disable or otherwise harm any computer, systems or software, or any software routine designed to disable a computer program automatically with the passage of time or under the positive control of a Person other than an authorized licensee or owner of the IT Systems. There has not been any material malfunction with respect to any of the Debtor IT Systems that has caused material disruption to any Debtor's or its Subsidiaries' respective businesses or operations since December 31, 2018 that has not been remedied or replaced in all material respects.

3.10. **Compliance with Laws**. Each Debtor and each of their respective Subsidiaries is and has been since December 31, 2018 in compliance with all Laws applicable to or related to it or its business, properties or assets.

3.11. **Licenses and Permits**. Each Debtor and its Subsidiaries possess or have obtained all Governmental Authorizations from, have made all declarations and filings with, and

have given all notices to, the appropriate Governmental Bodies that are necessary or required for the ownership, lease or use of their respective properties, assets, rights or interests, or the conduct or operation of their respective businesses or operations (collectively, the "Licenses and Permits"), except where the failure to possess, obtain, make or give any of the foregoing would not, individually or in the aggregate, reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect. Neither any Debtor nor any of its Subsidiaries has received notice of any revocation, suspension or modification of any of the Licenses and Permits, or has any reason to believe that any of the Licenses and Permits will be revoked or suspended, or will not be renewed in the ordinary course, or that any such renewal will be materially impeded, delayed, hindered, conditioned or burdensome to obtain, except to the extent that any of the foregoing would not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect.

3.12. **Compliance With Environmental Laws**. Each Debtor and its Subsidiaries:

(a) are and have been in compliance with any and all applicable Environmental Laws;

(b) have received and are in compliance with all Governmental Authorizations required of them under applicable Environmental Laws to conduct their respective businesses and operations, and there is no Order or Proceeding pending or, to the Knowledge of the Debtors, threatened which would prevent the conduct of such businesses or operations;

(c) have no knowledge and have not received written notice from any Governmental Body or any other Person of:

(i) any violations of, or liability under, any Environmental Laws; or

(ii) any actual or potential liability for the investigation or remediation of any Release of Hazardous Materials on, at, under or emanating from any currently or formerly owned or operated property or facility;

(d) are not subject to any Proceedings or Orders under any Environmental Laws and, to the Knowledge of the Debtors, any threatened Proceedings or Orders under any Environmental Laws;

(e) have no knowledge, have not treated, stored, disposed of, arranged for or permitted the disposal of, transported, handled, manufactured, distributed, exposed any Person to, or Released any Hazardous Material, or, to the Knowledge of the Debtors, owned or operated any property or facility which is or has been contaminated by any such Hazardous Material as would give rise to any current or future liabilities under any Environmental Laws; and

(f) have not assumed, undertaken, provided an indemnity with respect to, or otherwise become subject to, any liability of any other Person relating to Environmental Laws.

3.13. **Compliance With ERISA**.

(a) Section 3.13(a) of the Debtor Disclosure Schedules hereto sets forth a complete and accurate list of all material Benefit Plans. "Benefit Plans" means all employee benefit, compensation and incentive plans, arrangements and agreements (including, but not limited to, employee benefit plans within the meaning of Section 3(3) of ERISA) maintained, administered or contributed to by any Debtor or any of its Subsidiaries for or on behalf of any employees, officers, directors, managers or independent contractors, or former employees, officers, directors, managers or independent contractors of such Debtor or any of its Affiliates or for which any Debtor or any of its Subsidiaries has any material liability. Each Benefit Plan has been funded, administered and maintained in compliance in all material respects with its terms and the requirements of any applicable Laws or Orders, including, but not limited to, ERISA and the Internal Revenue Code of 1986, as amended (the "Code"). Each Benefit Plan intended to be "qualified" within the meaning of Section 401(a) of the Code has received a favorable determination or opinion letter from the Internal Revenue Service to the effect that the Benefit Plan satisfies the requirements of Section 401(a) of the Code and, to the Knowledge of the Debtors, no circumstances exist that are likely to result in the loss of the qualification of any such Benefit Plan or related trust.

(b) None of the Benefit Plans are, and neither the Debtors, any of their respective Subsidiaries nor any of their respective ERISA Affiliates maintain, contribute to, have an obligation to contribute to, or have any liability to, or in the past six (6) years has maintained, contributed to, had an obligation to contribute to, or have any liability with respect to, (i) a multiemployer plan (within the meaning of Section 4001(3) of ERISA or Section 413(c) of the Code), whether or not subject to Title IV of ERISA; (ii) a multiple employer plan (within the meaning of Section 413(c) of the Code); (iii) a "multiple employer welfare arrangement" (within the meaning of Section 3140 of ERISA); or (iv) a "voluntary employee beneficiary association" (within the meaning of Section 501(c)(9) of the Code).

(c) No Benefit Plan is, and neither the Debtors, any of their respective Subsidiaries nor any of their respective ERISA Affiliates maintain, contribute to, have an obligation to contribute to, or have any liability to, or in the past six (6) years has maintained, contributed to, had an obligation to contribute to, or had any liability with respect to, a plan subject to Title IV of ERISA or Section 412 or Section 4971 of the Code (any such plan, a "Pension Plan"). No Benefit Plan that is a Pension Plan or any single-employer plan of an ERISA Affiliate has unfunded liabilities, determined on a termination basis, in excess of $1,000,000.

(d) Neither the Debtors nor any of their respective Subsidiaries or ERISA Affiliates, any Benefit Plan, any trust created thereunder, nor, to the Knowledge of the Debtors, any trustee, fiduciary or administrator thereof has engaged in a transaction in connection with which any of the Debtors or any of their respective Subsidiaries or ERISA Affiliates, any Benefit Plan, any such trust, or any trustee, fiduciary or administrator thereof, or any party dealing with any Benefit Plan or any such trust could be subject to a civil penalty or Tax under ERISA or the Code, including but not limited to, a civil penalty assessed pursuant to Section 409 or Section 502(i) of ERISA or a Tax imposed pursuant to Section 4975 or Section 4976 of the Code, except any of the foregoing that would not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect.

(e) Each Benefit Plan that is maintained primarily for the benefit of employees working outside of the United States (each, a "Non-US Plan") that is required to be funded is funded to the extent required by applicable Law and for all other Non-US Plan adequate reserves have been established on the accounting statements of the applicable Debtor or Subsidiaries. Neither the Debtors nor any of their respective Subsidiaries have any material unfunded liabilities with respect to any Non-U.S. Plan.

3.14. **Compliance with Anti-Corruption, Money Laundering and Import Laws; Export Controls and Economic Sanctions**.

(a) None of the Debtors nor any of their respective Subsidiaries, nor, to the Knowledge of the Debtors, any of their respective officers, directors, employees, agents, consultants, distributors, resellers, representatives, sales intermediaries or other Persons acting on behalf of any of the Debtors or any of their respective Subsidiaries, have: (i) directly or indirectly, given, promised, offered, authorized the offering of, or paid anything of value to any public official or employee of any Governmental Body, in each case, for purposes of (A) influencing any act or decision of such public official or employee, (B) inducing such public official or employee to do or omit to do any act in violation of such official's or employee's lawful duty, (C) securing any improper advantage or (D) inducing such public official or employee to use such official's or employee's influence with a Governmental Body, or commercial enterprise owned or controlled by any Governmental Body (including state owned or controlled facilities), in order to assist any of the Debtors or any of their respective Subsidiaries in obtaining or retaining business; or (ii) taken any action in violation of any applicable anticorruption Law, including, without limitation, the Foreign Corrupt Practices Act of 1977, 15 U.S.C. §§ 78dd-1, et seq., the U.K. Bribery Act of 2010 and any other applicable anti-corruption or anti-bribery Law of any Governmental Body of any jurisdiction applicable to any of the Debtors or any of their respective Subsidiaries. There is no pending or, to the Knowledge of the Debtors, threatened Proceeding with respect to any violation of any applicable anti-corruption Law relating to any of the Debtors or any of their respective Subsidiaries. Each of the Debtors and each of their respective Subsidiaries has in place adequate controls to ensure compliance with any applicable anti-corruption Laws.

(b) Each of the Debtors and each of their respective Subsidiaries are in compliance, and at all times since January 1, 2016 have complied, with (i) all applicable trade Laws, including import and export control Laws, economic/trade embargoes and sanctions, and anti-boycott Laws (the "International Trade Laws") and (ii) all applicable Laws relating to the prevention of money laundering of any Governmental Body applicable to it or its property or in respect of its operations, including, without limitation, all applicable criminal Laws and all applicable financial record-keeping, customer identification, know-your-customer and reporting requirements of the Currency and Foreign Transactions Reporting Act of 1970 (the "Money Laundering Laws"). No material Proceeding by or before any Governmental Body involving any of the Debtors or any of their respective Subsidiaries with respect to the Money Laundering Laws or International Trade Laws is pending or, to the Knowledge of the Debtors, threatened.

(c) None of the Debtors nor their respective Subsidiaries, nor, to the Knowledge of the Debtors, any of their respective directors, officers, employees or other Persons acting on their behalf with authority to so act is currently subject to any Sanctions. None of the Debtors nor any of their respective Subsidiaries, nor, to the Knowledge of the Debtors, any of their respective

current or former directors, officers, employees, agents or other Persons acting on their behalf with express authority to so act, has engaged since January 1, 2016, or is engaged, in any transaction(s) or activities which would result in a violation of Sanctions in any material respect. No material Proceeding by or before any Governmental Body involving any of the Debtors or any of their respective Subsidiaries with respect to Sanctions is pending or, to the Knowledge of the Debtors, threatened.

3.15. **Absence of Certain Changes or Events**. Since December 31, 2019, and excluding any transactions effected in connection with the Chapter 11 Cases that are specifically contemplated by the RSA, each Debtor and its Subsidiaries have conducted their respective businesses in the Ordinary Course of Business, and there has not been, with respect to any Debtor or any of its Subsidiaries, any:

(a) event, occurrence or development that has had, or could be reasonably expected to have, individually or in the aggregate, a Material Adverse Effect;

(b) declaration or payment of any dividends or distributions on or in respect of any shares of capital stock or other equity securities or redemption, purchase or acquisition of any shares of capital stock or other equity interests, in each case, other than in the Ordinary Course of Business;

(c) material amendment to any Organizational Documents (other than such amendments effected in connection with the voluntary filing of the Chapter 11 Cases with the Bankruptcy Court);

(d) split, combination or reclassification of any shares of capital stock or other equity securities;

(e) issuance, sale or other disposition of, or creation of any Encumbrance on, shares of capital stock or other equity interest (other than in connection with the DIP Facilities), or grant of any options, warrants or other rights to purchase or obtain (including upon conversion, exchange or exercise) any shares of capital stock or other equity interests;

(f) incurrence, assumption or guarantee of any material indebtedness for borrowed money other than the DIP Facilities (as defined in the RSA), except unsecured current obligations and liabilities incurred in the Ordinary Course of Business;

(g) sale, sublease, lease, license, transfer, assignment, pledge, imposition of an Encumbrance upon (or allowing such imposition), grant or other disposition (including by merger) of any material assets (whether tangible or intangible)

(h) material increase in the compensation or benefits of any current or former director, officer, employee or consultant of any Debtor or any of its Subsidiaries other than (i) ordinary-course wage-rate increases for non-salaried employees, (ii) as required by any Benefit Plan, and (iii) Debtors' senior officers or managers who received retention payments from the Debtors in July 2020 and prior to the Petition Date; or

(i) any agreement or commitment to do any of the foregoing, or any action or omission that would result in any of the foregoing.

3.16. **Material Contracts**. Other than as a result of a rejection motion filed by any of the Debtors in the Chapter 11 Cases or as set forth on Section 3.16 of the Debtor Disclosure Schedule, each Material Contract is in full force and effect and is valid, binding and enforceable against the applicable Debtor or its applicable Subsidiary and, to the Knowledge of the Debtors, each other party thereto, in accordance with its terms, except as such enforceability may be limited by bankruptcy, insolvency, reorganization, moratorium and other similar Laws of general applicability relating to or affecting creditor's rights generally and by the application of general principles of equity. Other than as a result of the filing of the Chapter 11 Cases and/or any rejection motion filed by any of the Debtors in the Chapter 11 Cases, neither the Debtors nor any of their respective Subsidiaries nor, to the Knowledge of the Debtors, any other party to any Material Contract is in breach of or default under any obligation thereunder or has given notice of default to any other party thereunder nor does any condition exist that, with notice or lapse of time or both, would reasonably be expected to constitute a default thereunder. There are no material disputes pending or, to the Knowledge of the Debtors, threatened under any Material Contract.

3.17. **Financial Statements; Internal Controls**.

(a) The audited consolidated balance sheet of the Company and its Subsidiaries as of December 31, 2019 and the related audited consolidated statements of operations and comprehensive loss, cash flows and changes in equity (deficit) for the fiscal year then ended, as filed with the SEC (collectively, the "Annual Financial Statements"), and (b) the unaudited condensed consolidated balance sheet of the Company and its Subsidiaries as of [_____], 2020,[1] and the related unaudited condensed consolidated statements of operations and comprehensive loss, cash flows and changes in equity (deficit) for the [____-month] period then ended, as filed with the SEC (collectively, the "Interim Financial Statements" and, together with the Annual Financial Statements, the "Financial Statements"), were prepared from the books and records of the Company and its Subsidiaries, in accordance with GAAP, applied on a consistent basis for the periods involved subject, with respect to the Interim Financial Statements, to the absence of footnotes (which, if presented, would not contain disclosures that differ materially from those included in the Annual Financial Statements) and to normal year-end adjustments (none of which are material in amount or scope). The Financial Statements fairly present in all material respects, the financial position of the Company and its Subsidiaries as of the dates thereof and the results of their operations and cash flows for the periods then ended.

(b) The Company has established and maintains disclosure controls and procedures and a system of internal controls over financial reporting (as such terms are defined in paragraphs (e) and (f), respectively, of Rule 13a-15 under the Exchange Act) as required by Rule 13a-15 under the Exchange Act. As of the date hereof, neither the Company nor, to the Knowledge of the Debtors, the Company's independent registered public accounting firm, has identified or been made aware of "significant deficiencies" or "material weaknesses" (as defined by the Public Company Accounting Oversight Board) in the design or operation of the Debtors

[1] Note to Draft: Interim Financial Statements to be the most recent unaudited financial statements prior to the Execution Date.

and their respective internal controls over financial reporting which would reasonably be expected to adversely affect in any material respect their ability to record, process, summarize and report financial data, in each case which has not been subsequently remediated. The Company is in compliance in all material respects with the applicable provisions of the Sarbanes-Oxley Act of 2002, as amended, and the applicable listing and corporate governance rules and regulations of the New York Stock Exchange.

3.18. **Undisclosed Liabilities**. No Debtor nor any of their respective Subsidiaries has any material liabilities, obligations or commitments of a type required to be reflected or reserved against on a balance sheet of the Company and its Subsidiaries prepared in accordance with GAAP, except (a) those which are adequately reflected or reserved against in the Financial Statements; (b) those which are not required to be disclosed in a consolidated balance sheet of the Company or in the notes thereto prepared in accordance with GAAP and the rules and regulations of the SEC applicable thereto, or (c) those which have been incurred in the Ordinary Course of Business, consistent with past practice, since the date of the Interim Financial Statements and which are not material in amount.

3.19. **Tax Matters**.

(a) All material Tax Returns required to be filed by or on behalf of any Debtor or any of its Subsidiaries, including any consolidated, combined or unitary Tax Return of which any Debtor or any of its Subsidiaries is or was includable, have been properly prepared and duly and timely filed with the appropriate Taxing Authorities in all jurisdictions in which such Tax Returns are required to be filed (after giving effect to any valid extensions of time in which to make such filings). All material Taxes payable by or on behalf of any Debtor or any of its Subsidiaries directly, as part of the consolidated, combined or unitary Tax Return of another taxpayer, or otherwise, have been fully and timely paid, and adequate reserves or accruals for Taxes have been provided in the balance sheet included as part of the Financial Statements in respect of any period for which Tax Returns have not yet been filed or for which Taxes are not yet due and owing. No agreement, waiver or other document or arrangement extending or having the effect of extending the period for assessment or collection of a material amount of Taxes (including any applicable statute of limitations) has been executed or filed with the IRS or any other Governmental Body by or on behalf of any Debtor or any of its Subsidiaries (or any consolidated, combined or unitary group of which any Debtor or any of its Subsidiaries was or is includable for Tax purposes) and no power of attorney in respect of any Tax matter is currently in force.

(b) Each Debtor and its Subsidiaries have complied in all material respects with all applicable Laws relating to the payment and withholding of Taxes and have duly and timely withheld from employee salaries, wages, and other compensation and have paid over to the appropriate Taxing Authorities or other applicable Governmental Bodies all amounts required to be so withheld and paid over for all periods under all applicable Laws, and have complied in all material respects with all Tax information reporting provisions under all applicable Laws. No written claim has been made by any Taxing Authority in a jurisdiction where any Debtor and its Subsidiaries do not file Tax Returns that they are or may be subject to taxation by that jurisdiction.

(c) All material deficiencies asserted or assessments made as a result of any examinations by any Taxing Authority or any other Governmental Body of the Tax Returns of or

covering or including any Debtor or any of its Subsidiaries have been fully paid, and there are no other material audits, investigations or other Proceedings by any Taxing Authority or any other Governmental Body in progress, nor has any Debtor or any of its Subsidiaries received notice from any Taxing Authority or other applicable Governmental Body that it intends to conduct or commence such an audit, investigation or other Proceeding. No issue has been raised by any Taxing Authority or other applicable Governmental Body in any current or prior examination that, by application of the same or similar principles, could reasonably be expected to result in a material proposed deficiency for any subsequent taxable period. There are no Encumbrances for Taxes with respect to any Debtor or any of its Subsidiaries, or with respect to the assets or business of any Debtor or any of its Subsidiaries, nor is there any such Encumbrance that is pending or threatened, in each case, other than Permitted Encumbrances.

(d) None of the Debtors nor any of its Subsidiaries has participated in any listed transaction within the meaning of Treasury Regulations Section 1.6011-4(b) (or any similar provision of state, local, or non-U.S. Tax law).

(e) None of the Debtors or any of its Subsidiaries has been either a "distributing corporation" or a "controlled corporation" in a distribution occurring during the last five (5) years in which the parties to such distribution treated the distribution as one to which Section 355 of the Code is applicable.

3.20. **Labor and Employment Compliance**.

(a) Each Debtor and each of its Subsidiaries is in compliance with all applicable Laws or Orders respecting labor and employment matters, including, without limitation, labor relations, terms and conditions of employment, equal employment opportunity, discrimination, harassment, family and medical leave and other leaves of absence, disability benefits, affirmative action, employee privacy and data protection, health and safety, wage and hours, worker classification as employees or independent contractors, child labor, immigration, recordkeeping, Tax withholding, unemployment insurance, workers' compensation, and plant closures and layoffs, except where the failure to comply with such applicable Laws or Orders would not, individually or in the aggregate, reasonably be expected to be adverse in any material respect to the Debtors and their respective Subsidiaries, taken as a whole. There is no, and during the past three (3) years there has been no, Proceeding pending or, to the Knowledge of the Debtors, threatened against any Debtor or any of its Subsidiaries alleging a violation of any such applicable Law pertaining to labor or employment matters, except for any such Proceedings that would not, individually or in the aggregate, reasonably be expected to be adverse in any material respect to the Debtors and their respective Subsidiaries, taken as a whole.

(b) As of the date hereof, there are no collective bargaining agreements, labor agreements, work rules or practices, or any other labor-related agreements or arrangements to which any of the Debtors or any of their respective Subsidiaries is party or otherwise subject with respect to any employee. Within the past three (3) years, no labor union, labor organization or other organization or group has (i) represented or purported to represent any employee, (ii) made a demand to any of the Debtors or any of their respective Subsidiaries or, to the Knowledge of the Debtors, to any Governmental Bodies for recognition or certification, and there are no representation or certification proceedings or petitions seeking a representation proceeding

presently pending, threatened in writing or, to the Knowledge of the Debtors, verbally threatened to be brought or filed with the National Labor Relations Board or any other labor relations Governmental Body. Within the past three (3) years, there has been no actual or, to the Knowledge of the Debtors, threatened, labor arbitrations, grievances, material labor disputes, strikes, lockouts, walkouts, slowdowns or work stoppages, or picketing by any employee of any of the Debtors or any of their respective Subsidiaries. None of the Debtors or any of their respective Subsidiaries has committed a material unfair labor practice (as defined in the National Labor Relations Act or any similar Law) within the past three (3) years.

3.21. **Related Party Transactions.** There are no Contracts or other direct or indirect relationships existing between or among any of the Debtors or their Subsidiaries, on the one hand, and any director, officer or greater than five percent (5%) stockholder of any of the Debtors, on the other hand, that is required by the Exchange Act to be described in the Company's filings with the SEC and that is not so described. A correct and complete copy of any Contract existing as of the date hereof between or among any of the Debtors or their Subsidiaries, on the one hand, and any director, officer or greater than five percent (5%) stockholder of any of the Debtors or their Subsidiaries, on the other hand, that is required by the Exchange Act to be described in the Company's filings with the SEC is filed as an exhibit to, or incorporated by reference as indicated in, the Annual Report on Form 10-K for the fiscal year ended December 31, 2019 or such subsequently filed Quarterly Report on Form 10-Q or Current Report on Form 8-K.

3.22. **Insurance**. Except as would not reasonably be expected, individually or in the aggregate, to have a Material Adverse Effect: (a) all insurance policies and surety bond arrangements of the Debtors and their respective Subsidiaries as of the Execution Date or under which any of the Debtors or any of their respective Subsidiaries or any of their respective businesses, assets or properties are insured as of the Execution Date (the "Insurance/Surety Policies") are in full force and effect, and, except to the extent any such Insurance/Surety Policies has been replaced after the Execution Date with comparable substitute insurance coverage or surety that will remain in full force and effect immediately following the Closing, will remain in full force and effect immediately following Closing, (b) all premiums payable under the material Insurance/Surety Policies have been paid to the extent such premiums are due and payable, (c) the Debtors and their respective Subsidiaries have otherwise complied with the terms and conditions of, and their obligations under, all of the material Insurance/Surety Policies in all material respects, and no event has occurred which, with notice or the lapse of time or both, would constitute such a breach or default, or permit termination, modification, or acceleration, under any of the material Insurance/Surety Policies and (d) to the Knowledge of the Debtors, there is no threatened termination of, premium increase or increase credit support obligation with respect to, or material alteration of coverage under, any of the Insurance/Surety Policies. During the past three (3) years, no claims have been denied under the Insurance/Surety Policies and neither the Debtors nor any of their respective Subsidiaries have (a) had a claim rejected or a payment denied by any insurance provider or surety issuer, (b) had a claim under any Insurance/Surety Policies in which there is an outstanding reservation of rights or (c) had the policy limit or surety obligations under any Insurance/Surety Policies exhausted or materially reduced, except for any such rejection, denial, reservation, exhaustion or reduction that would not, individually or in the aggregate, reasonably be expected to be adverse in any material respect to the Debtors and their respective Subsidiaries, taken as a whole. Except as would not reasonably be expected, individually or in the aggregate,

to have a Material Adverse Effect, the Company reasonably believes that the insurance and surety bonding maintained by or on behalf of the Debtors and their respective Subsidiaries is adequate to insure against such losses and risks as are prudent and customary in the businesses in which they are engaged, and satisfying any existing contractual or regulatory obligations of the Company and its Subsidiaries.

3.23. **Title to Real and Personal Property**.

(a) Section 3.23(a) of the Debtor Disclosure Schedule sets forth a true and complete list of (i) all real property and interests in real property owned in fee simple by any of the Debtors or their Subsidiaries (the "Owned Real Property"), (ii) all real property leased or licensed to any of the Debtors or their Subsidiaries (the "Leased Real Property"), and (iii) all easements and other limited real property rights held by any of the Debtors or any of their Subsidiaries (the "Easements").

(b) Each of the Debtors and each of their respective Subsidiaries has valid fee simple title to, or a valid leasehold interest in, or valid easements or other limited property interests in, all of its Real Property and has valid title to its personal properties and assets, in each case, except for Permitted Encumbrances and except for defects in title that do not materially interfere with its ability to conduct its business as currently conducted or to utilize such properties and assets for their intended purposes; provided, however, the enforceability of the Debtors' leasehold title in any leased Real Properties may be limited by applicable bankruptcy, insolvency, fraudulent transfer, reorganization, moratorium and other laws affecting creditor's rights generally or general principles of equity, including the Chapter 11 Cases. To the Knowledge of the Debtors, all such properties and assets are free and clear of Encumbrances, other than Permitted Encumbrances.

(c) The lease agreements and other occupancy agreements related to the Leased Real Property (together with all amendments, extensions, renewals, guaranties, and other agreements relating thereto, the "Real Property Leases") and the Easements are in full force and effect, and the Debtors or their Subsidiaries hold a valid and existing leasehold or easement interest under each such Real Property Lease or Easement, free and clean of any encumbrances (other than Permitted Encumbrances). Other than as a consequence of the Chapter 11 Cases, each of the Debtors and each of their respective Subsidiaries is in compliance with all obligations under all leases and Easements to which it is a party that have not been rejected in the Chapter 11 Cases, and none of the Debtors or their Subsidiaries has received written notice of any good faith claim asserting that any such leases or Easements are not in full force and effect. Each of the Debtors and each of their Subsidiaries enjoys peaceful and undisturbed possession under all such leases and Easements, and the Debtors and their Subsidiaries have not subleased, licensed or otherwise granted any Person the right to use or occupy any portion of any Leased Real Property or Easement. To the Knowledge of the Debtors, no event has occurred or condition exists that with notice or lapse of time, or both, would constitute a default by the Debtors or any Subsidiaries, or any other party thereto, under any of the Real Property Leases.

(d) Each of the Debtors and each of their Subsidiaries owns or possesses the right to use all of its personal property, including all Debtor IP Rights and all licenses and rights with respect to any of the foregoing used in the conduct of their businesses, without any conflict (of which any of the Debtors and their Subsidiaries has been notified in writing) with the rights of

others, and free from any burdensome restrictions on the present conduct of the Debtors or their respective Subsidiaries, as the case may be, except where such conflicts and restrictions would not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect.

(e) Each lot, parcel and tract of land comprising the Real Property that is used or proposed (in accordance with the current plans of the Debtors) to be used for the mining of frac sand includes both the surface estate and mineral estate and none of the mineral estates and surface estates related to such Real Property has been severed or separately conveyed. The Debtors have made available to the Backstop Parties true, correct and complete copies of (x) all deeds for Owned Real Property, (y) all existing title policies and as-built surveys for Real Property to the extent in the possession of the Debtors and (z) all recent title insurance commitments and survey updates, if any, for Real Property to the extent in the possession of the Debtors. The Real Property constitutes all interests in real property which are currently used or currently held for use in connection with the businesses of the Debtors and their respective Subsidiaries as currently conducted and are necessary for the continued operation of the businesses of the Debtors as currently conducted.

(f) The Debtors and their respective Subsidiaries have all necessary mineral rights, surface and subsurface rights, water rights and rights in water, rights of way, licenses, easements, ingress, egress and access rights, and all other rights and interests granting the Debtors or one or more of their Subsidiaries the rights and ability to mine, extract, remove, process, transport and market the sand and mineral reserves owned or controlled by the Debtors and their respective Subsidiaries, in the ordinary course thereof ("Debtor Mineral Rights"), free and clear of any Encumbrances (other than Permitted Encumbrances). Neither the Debtors nor any their respective Subsidiaries, nor, to the knowledge of the Debtors, any other party to a lease or other agreement providing for Debtor Mineral Rights, has violated any provision of such lease or other agreement providing for Debtor Mineral Rights, and no circumstance exists that, with or without notice, the lapse of time, or both, would constitute a default under, or give rise to any rights to terminate (in whole or in part) or suspend, any lease or other agreement providing for Debtor Mineral Rights.

3.24. Reserves. Section 3.24 of the Debtor Disclosure Schedule sets forth a list of each engineering or geological report, survey or other study prepared by, on behalf of, or at the direction of, the Debtors or their Subsidiaries that analyzes or otherwise relates to its available reserves. The Debtors have made available to the Backstop Parties a true and complete copy of each such report, survey or other study.

4. **Representations and Warranties of the Backstop Parties**. Each Backstop Party, severally and not jointly, hereby represents and warrants to the Debtors as set forth in this Section 4. Each representation and warranty of each Backstop Party is made as of the Execution Date and as of the Effective Date:

4.1. **Organization of Such Backstop Party.** Such Backstop Party is duly incorporated, organized or formed (as applicable), validly existing and in good standing under the Laws of its jurisdiction of incorporation, organization or formation (as applicable), with full corporate, partnership or limited liability company (as applicable) power and authority to conduct its business as it is now conducted.

4.2. **Authority; No Conflict**.

(a) Such Backstop Party (i) has the requisite corporate, partnership or limited liability company (as applicable) power and authority (A) to enter into, execute and deliver this Agreement and (B) to perform and consummate the transactions contemplated hereby, and (ii) has taken all necessary corporate, partnership or limited liability company (as applicable) action required for (x) the due authorization, execution and delivery of this Agreement and (y) the performance and consummation of the transactions contemplated hereby. This Agreement has been duly executed and delivered by such Backstop Party. This Agreement constitutes the legal, valid and binding obligation of such Backstop Party, enforceable against such Backstop Party in accordance with its terms, except that such enforcement may be limited by bankruptcy, insolvency, reorganization, moratorium or other similar Laws now or hereafter in effect relating to or affecting the rights and remedies of creditors and general principles of equity (whether considered in a proceeding at Law or in equity).

(b) Neither the execution and delivery by such Backstop Party of this Agreement nor the performance or consummation by such Backstop Party of any of the transactions contemplated hereby will, directly or indirectly (with or without notice or lapse of time or both):

(i) contravene, conflict with, or result in a violation or breach of any provision of the Organizational Documents of such Backstop Party;

(ii) contravene, conflict with, or result in a violation of, any pending or existing Law or Order to which such Backstop Party, or any of the properties, assets, rights or interests owned, leased or used by such Backstop Party, are bound or may be subject; or

(iii) contravene, conflict with or result in a violation or breach of any provision of, or give rise to any right of termination, acceleration or cancellation under, any Contract to which such Backstop Party is a party or which any of the properties, assets, rights or interests owned, leased or used by such Backstop Party are bound or may be subject;

except, in the case of clauses (ii) and (iii) above, where such occurrence, event or result would not reasonably be expected to prohibit, materially delay or materially and adversely impact such Backstop Party's performance or consummation of its obligations under this Agreement.

Except (x) for Consents which have been obtained, notices which have been given and filings which have been made, and (y) where the failure to give any notice, obtain any Consent or make any filing would not reasonably be expected to prohibit, materially delay or materially and adversely impact such Backstop Party's performance or consummation of its obligations under this Agreement, such Backstop Party is not and will not be required to give any notice to, make any filing with or obtain any Consent from, any Person in connection with the execution and delivery by such Backstop Party of this Agreement or the consummation or performance by such Backstop Party of any of the transactions contemplated hereby.

4.3. **Backstop Notes Not Registered.** Such Backstop Party understands that the Backstop Notes have not been registered under the Securities Act or any state or foreign securities or "blue sky" laws. Such Backstop Party also understands that the Backstop Notes are being offered and sold pursuant to an exemption from registration provided under Section 4(a)(2) of the Securities Act based in part upon the bona fide nature of the investment intent and the accuracy of such Backstop Party's representations contained in this Agreement and cannot be sold by such Backstop Party unless subsequently registered under the Securities Act or an exemption from registration is available.

4.4. **Acquisition for Own Account.** Such Backstop Party is acquiring the Backstop Notes for its own account (or for the accounts for which it is acting as investment advisor or manager) for investment, not otherwise as a nominee or agent, and not with a present view toward distribution, within the meaning of the Securities Act. Subject to the foregoing, by making the representations herein, such Backstop Party does not agree to hold its Backstop Notes for any minimum or other specific term and reserves the right to dispose of its Backstop Notes at any time in accordance with or pursuant to a registration statement or exemption from the registration requirements under the Securities Act and any applicable state securities Laws.

4.5. **Accredited Investor.** Such Backstop Party is an Accreditor Investor and has such knowledge and experience in financial and business matters that such Backstop Party is capable of evaluating the merits and risks of its investment in the Backstop Notes. Such Backstop Party understands and accepts that its investment in the Backstop Notes involve risks. Such Backstop Party has received such documentation as it has deemed necessary to make an informed investment decision in connection with its investment in the Backstop Notes, has had adequate time to review such documents prior to making its decision to invest, has had a full opportunity to ask questions of and receive answers from the Company or any person or persons acting on behalf of the Company concerning the terms and conditions of an investment in the Company and has made an independent decision to invest in any Backstop Notes based upon the foregoing and other information available to it, which it has deemed adequate for this purpose. With the assistance of each Backstop Party's own professional advisors, to the extent that such Backstop Party has deemed appropriate, such Backstop Party has made its own legal, tax, accounting and financial evaluation of the merits and risks of an investment in any Backstop Notes. Such Backstop Party understands and is able to bear any economic risks of such investment. Except for the representations and warranties expressly set forth in this Agreement or any other Definitive Documentation, such Backstop Party has independently evaluated the merits and risks of its decision to enter into this Agreement and disclaims reliance on any representations or warranties, either express or implied, by the Debtors. Anything herein to the contrary notwithstanding, nothing contained in any of the representations, warranties or acknowledgments made by any Backstop Party in this Section 4.5 will operate to modify or limit in any respect the representations and warranties of the Debtors or to relieve the Debtors from any obligations to the Backstop Parties for breach thereof or the making of misleading statements, fraud, or the omission of material facts in connection with the transactions contemplated herein.

4.6. **Brokers or Finders.** Such Backstop Party has not incurred any obligation or liability, contingent or otherwise, for brokerage or finders' fees or agents' commissions or other similar payments in connection with this Agreement for which the Debtors may be liable.

4.7. **Sufficient Funds.** Such Backstop Party has sufficient assets and the financial capacity to perform all of its obligations under this Agreement.

5. **Covenants of the Debtors.** The Debtors hereby, jointly and severally, agree with the Backstop Parties as set forth in this Section 5.

5.1. [Reserved].

5.2. **Rights Offering.** The Debtors shall promptly provide draft copies of all documents, instruments, forms, questionnaires, agreements and other materials to be entered into, delivered, distributed or otherwise used in connection with either of the Rights Offering (the "Rights Offering Documentation") for review and comment by the Backstop Parties a reasonable time prior to filing such Rights Offering Documentation with the Bankruptcy Court or entering into, delivering, distributing or using such Rights Offering Documentation. Any comments received by the Debtors from the Backstop Parties or their respective Representatives with respect to the Rights Offering Documentation shall be considered by them in good faith and, to the extent the Debtors disagree with, or determine not to incorporate, any such comments, they shall inform the Backstop Parties thereof and discuss the same with the Backstop Parties.

5.3. **Conditions Precedent.** The Debtors shall use their commercially reasonable efforts to satisfy or cause to be satisfied all the conditions precedent set forth in Section 7.1 hereof and the Plan (including, without limitation, procuring and obtaining all Consents, authorizations and waivers of, making all filings with, and giving all notices to, Persons (including Governmental Bodies) which may be necessary or required on its part in order to consummate or effect the transactions contemplated herein).

5.4. **Notification**. The Debtors shall: (a) on request by any of the Backstop Parties, cause the applicable subscription agent for the Rights Offering selected and appointed in accordance with the Rights Offering Procedures (the "Subscription Agent") to notify each of the Backstop Parties in writing of the aggregate original principal amount of Rights Offering Notes that Rights Offering Participants have subscribed for pursuant to the Rights Offering as of the close of business on the Business Day preceding such request or the most recent practicable time before such request, as the case may be, and (b) following the Rights Offering Termination Date, (i) cause the Subscription Agent to notify each of the Backstop Parties in writing, within two (2) Business Days after the Rights Offering Termination Date, of the aggregate original principal amount of Unsubscribed Notes and (ii) timely comply with their obligations under Section 1.1(b) hereof.

5.5. **Conduct of Business**. Except (a) as set forth in this Agreement or the RSA, (b) as required by the Plan or the Confirmation Order or (c) with the consent (not to be unreasonably withheld, conditioned or delayed) of the Required Backstop Parties, during the period from the Execution Date until the earlier of the Closing and the termination of this Agreement, the Debtors shall, and shall cause their respective Subsidiaries to, (i) conduct their businesses and operations only in the Ordinary Course of Business, (ii) maintain their physical assets, properties and facilities in their current working order condition and repair as of the Execution Date, ordinary wear and tear excepted, (iii) maintain their respective books and records on a basis consistent with prior practice, (iv) maintain all Insurance Policies, or suitable replacements therefor, in full force and effect, (v) use commercially reasonable efforts to preserve

intact their business organizations and relationships with third parties (including creditors, lessors, licensors, suppliers, distributors and customers) and employees, (vi) manage working capital of the Debtors and their respective Subsidiaries only in the Ordinary Course of Business (including by not taking actions that have the effect of postponing or delaying the payment of any accounts payable or other liabilities or deferring expenditures to a later date), (vii) not (A) without the prior written consent of the Required Backstop Parties, enter into any Contract which would constitute a Material Contract after the applicable Debtor or Subsidiary executes and delivers such Contract, or (B) amend or supplement in any manner that is adverse to any of the Debtors or any of their respective Subsidiaries or terminate any Material Contract, and (viii) not take or permit the taking of any action not in the Ordinary Course of Business that would materially and adversely affect the Tax position or Tax attributes of the Debtors or any of their Subsidiaries following the Effective Date.

5.6. **Use of Proceeds.** The Debtors shall use the net cash proceeds from the sale of the Rights Offering Notes from the Rights Offering and the sale of the Backstop Notes pursuant to this Agreement solely for the purposes set forth in the Plan, the Disclosure Statement and the RSA.

5.7. **Access**. Promptly following the Execution Date, each of the Debtors will, and will use commercially reasonable efforts to cause its employees, officers, directors, managers, accountants, attorneys and other advisors (collectively, "Representatives") to, upon reasonably prior notice by the Backstop Parties, provide each of the Backstop Parties and its Representatives (and any financing sources of any of the Backstop Parties and their Representatives) with reasonable access to, during regular business hours (and without material disruption to the conduct of the Debtors' business) officers, management, employees and other Representatives of any of the Debtors or their respective Subsidiaries and to assets, properties, Contracts, books, records and any other information concerning the business and operations of any of the Debtors or their respective Subsidiaries as any of the Backstop Parties or any of their respective Representatives may reasonably request.

5.8. **HSR Act and Foreign Competition Filings**. The Debtors shall promptly prepare and file all necessary documentation and effect all applications that are necessary under the HSR Act or any applicable foreign competition Laws so that all applicable waiting periods shall have expired or been terminated thereunder with respect to the purchase of Backstop Notes hereunder, the issuance and purchase of Rights Offering Notes in connection with the Rights Offerings, or any of the other Contemplated Transactions in time for such transactions to be consummated within the timeframes contemplated hereunder, and not take any action, or fail to take any action, that is intended or reasonably likely to materially impede or delay the ability of the parties to obtain any necessary approvals required for the Contemplated Transactions. Without limiting the provisions of Section 2.2, the Debtors shall bear all costs and expenses of the Debtors, the Subsidiaries of the Debtors and the Backstop Parties in connection with the preparation or the making of any filing under the HSR Act or applicable foreign competition Laws, including any filing fees thereunder.

5.9. **Specified Issuances**. The Debtors shall:

(a) consult with the Backstop Parties with respect to the steps (the "Specified Issuance Steps") to be taken by the Debtors to ensure that (i) each of the Specified Issuances described in clauses (a) and (b) of the definition of Specified Issuances are exempt from the registration and prospectus delivery requirements of Section 5 of the Securities Act pursuant to Section 1145(a) of the Bankruptcy Code and (ii) the Specified Issuances described in clauses (c) through (f) of the definition of Specified Issuances are exempt from the registration and prospectus delivery requirements of Section 5 of the Securities Act pursuant to Section 1145(a) of the Bankruptcy Code, Section 4(a)(2) of the Securities Act and/or any other applicable exemption; and

(b) following preparation thereof, promptly provide copies of drafts of all documents, instruments, questionnaires, agreements and other materials to be entered into, delivered, distributed or otherwise used in connection with the Specified Issuances (the "Specified Issuance Documentation") for review and comment by the Backstop Parties. Any comments received by the Debtors from the Required Backstop Parties or their respective Representatives with respect to the Specified Issuance Steps or the Specified Issuance Documentation shall be considered by them in good faith and, to the extent the Debtors disagree with any such comments, they shall inform the Backstop Parties thereof and discuss the same with the Backstop Parties prior to taking such Specified Issuance Steps or delivering, distributing, entering into or using any such Specified Issuance Documentation.

5.10. **Milestones**. The Debtors shall comply with each of the milestones set forth in Section 4 of the RSA.

5.11. **RSA Covenants.** Each of the covenants and agreements set forth in Section 6 of the RSA (as in effect on the Execution Date) (collectively, the "RSA Covenants") are hereby incorporated herein by reference with full force and effect as if fully set forth herein by applying the provisions thereof *mutatis mutandis* (such that all changes and modifications to the defined terms and other terminology used in the RSA Covenants shall be made so that the RSA Covenants can be applied in a logical manner in this Agreement), and the Debtors shall perform, abide by and observe, for the benefit of the Backstop Parties, all of the RSA Covenants as incorporated herein and modified hereby, and without giving effect to any amendment, modification, supplement, forbearance, waiver or termination of or to any of the RSA Covenants that are made or provided under the terms of the RSA, other than any amendment, modification, supplement, forbearance, waiver or termination of or to any of the RSA Covenants which (a) the Required Backstop Parties have provided their prior written consent or (b) have the effect of making such RSA Covenant more favorable to the Required Backstop Parties, as determined by the Required Backstop Parties in their sole discretion. The Debtors shall not assert, or support any assertion by any third party, that the RSA Covenants, as incorporated herein and modified hereby, are not enforceable by the Backstop Parties by reason of the fact that the RSA Covenants are included in a Contract that was entered into by the Debtors prior to the Petition Date or otherwise, or that the Required Backstop Parties shall be required to obtain relief from the automatic stay from the Bankruptcy Court as a condition to the right of the Required Backstop Parties to terminate this Agreement pursuant to Section 8(b) on account of a breach or violation of any of the RSA Covenants; provided that the Debtors' entry into and approval by the Bankruptcy Court of this

Agreement shall not be construed as assumption by the Debtors or approval by the Bankruptcy Court of the RSA.

5.12. **DIP Covenants.** Each of the covenants and agreements set forth in Section 5 and Section 6 of the DIP TL Credit Agreement (as in effect on the Execution Date) (collectively, the "DIP Covenants") are hereby incorporated herein by reference with full force and effect as if fully set forth herein by applying the provisions thereof *mutatis mutandis* (such that all changes and modifications to the defined terms and other terminology used in the DIP Covenants shall be made so that the DIP Covenants can be applied in a logical manner in this Agreement, including by construing each reference therein to "Required Lenders" as a reference to Required Backstop Parties), and the Debtors shall perform, abide by and observe, for the benefit of the Backstop Parties, all of the DIP Covenants as incorporated herein and modified hereby, and without giving effect to any amendment, modification, supplement, forbearance, waiver or termination of or to any of the DIP Covenants that are made or provided under the terms of the DIP TL Credit Agreement, other than any amendment, modification, supplement, forbearance, waiver or termination of or to any of the DIP Covenants which (a) the Required Backstop Parties have provided their prior written consent or (b) have the effect of making such DIP Covenant more favorable to the Required Backstop Parties, as determined by the Required Backstop Parties in their sole discretion. The Debtors shall not assert, or support any assertion by any third party (including any DIP Lender), that the Required Backstop Parties shall be required to obtain relief from the automatic stay from the Bankruptcy Court as a condition to the right of the Required Backstop Parties to terminate this Agreement pursuant to Section 8(b) on account of a breach or violation of any of the DIP Covenants.

5.13. **DTC Eligibility**. At the request of the Required Backstop Parties, the Debtors shall use their reasonable best efforts to promptly make all New Secured Notes eligible for deposit with DTC.

6. **Covenants of the Backstop Parties**.

6.1. **Rights Offering.** Each Backstop Party shall use its commercially reasonable efforts in working together with the Debtors in good faith and to take or cause to be taken all actions, and do or cause to be done all things, reasonably necessary, proper or advisable such that the Debtors can timely finalize and file the Rights Offering Documentation with the Bankruptcy Court and obtain approval thereof.

6.2. **Conditions Precedent**. Each Backstop Party shall use its commercially reasonable efforts to satisfy or cause to be satisfied on or prior to the Effective Date all the conditions precedent applicable to such Backstop Party set forth in Section 7.2 hereof; provided, however, that nothing contained in this Section 6.2 shall obligate the Backstop Parties to waive any right or condition under this Agreement, the RSA, the Plan or any of the other Definitive Documentation.

6.3. **HSR Act and Foreign Competition Filings**. Each Backstop Party shall promptly prepare and file all necessary documentation and effect all applications that are necessary under the HSR Act or any applicable foreign competition Laws so that all applicable waiting periods shall have expired or been terminated thereunder with respect to the purchase of Backstop

Notes hereunder, the issuance and purchase of Rights Offering Securities in connection with the Rights Offerings or any of the other Contemplated Transactions within the timeframes contemplated hereunder, and not take any action that is intended or reasonably likely to materially impede or delay the ability of the parties to obtain any necessary approvals required for the Contemplated Transactions. Anything herein to the contrary notwithstanding, none of the Backstop Parties (or their respective ultimate parent entities, as such term is used in the HSR Act) shall be required to (a) disclose to any other party hereto any information contained in its HSR Notification and Report Form or filings under any applicable foreign competition Laws that such party, in its sole discretion, deems confidential, except as may be required by applicable Laws as a condition to the expiration or termination of all applicable waiting periods under the HSR Act and any applicable foreign competition Laws, (b) agree to any condition, restraint or limitation relating to its or any of its Affiliates' ability to freely own or operate all or a portion of its or any of its Affiliates' businesses or assets, (c) hold separate (including by trust or otherwise) or divest any of its or any of its Affiliates' businesses or assets, or (d) hold separate (including by trust or otherwise) or divest any assets of any of the Debtors or any of their respective Subsidiaries. Without limiting the provisions of Section 2.2, the Debtors shall bear all costs and expenses of the Debtors, the Subsidiaries of the Debtors and the Backstop Parties in connection with the preparation or the making of any filing under the HSR Act or any applicable foreign competition Laws, including any filing fees thereunder.

6.4. **Specified Issuances**. Each Backstop Party shall use commercially reasonable efforts in working together with the Debtors in good faith and to take or cause to be taken all actions, and do or cause to be done all things, reasonably necessary, proper or advisable to timely finalize the Specified Issuance Documentation.

7. Conditions to Closing.

7.1. **Conditions Precedent to Obligations of the Backstop Parties.** The obligations of the Backstop Parties to subscribe for and purchase Backstop Notes (other than the Put Option Notes) pursuant to their respective Backstop Commitments are subject to the satisfaction (or waiver in writing by the Required Backstop Parties) of each of the following conditions prior to or on the Effective Date:

(a) RSA. None of the following shall have occurred: (i) the RSA shall not have been terminated by (1) the Debtors or (2) Consenting Noteholders holding, in the aggregate, more than one-third in principal amount of the Senior Notes Claims, (ii) the RSA shall not have been invalidated or deemed unenforceable by the Bankruptcy Court or any other Governmental Body, (iii) no Noteholder Termination Event shall have occurred that was not waived in writing by the Required Backstop Parties and (iv) there shall not be continuing any cure period with respect to any event, occurrence or condition that would permit the Required Backstop Parties to terminate the RSA in accordance with its terms.

(b) Plan and Plan Supplement. The Plan, as confirmed by the Bankruptcy Court, shall be consistent in all material respects with the terms of the RSA and otherwise in form and substance reasonably acceptable to the Required Backstop Parties. The Plan Supplement (including all schedules, documents and forms of documents contained therein or constituting a

part thereof) shall be consistent in all material respects with the terms of the RSA and otherwise in form and substance reasonably acceptable to the Required Backstop Parties.

(c) Disclosure Statement. The Disclosure Statement shall be consistent in all material respects with the terms of the RSA and otherwise in form and substance reasonably acceptable to the Required Backstop Parties.

(d) Solicitation Order. (i) The Bankruptcy Court shall have entered the Solicitation Order, which among other things shall approve the Rights Offering Procedures, (ii) the Solicitation Order shall be consistent in all material respects with the terms of this Agreement and the RSA and otherwise in form and substance reasonably acceptable to the Required Backstop Parties, and (iii) the Solicitation Order shall be a Final Order.

(e) Backstop Order. (i) The Bankruptcy Court shall have entered the Backstop Order, (ii) the Backstop Order shall be consistent in all material respects with the terms of this Agreement and the RSA and otherwise in form and substance reasonably acceptable to the Required Backstop Parties, and (iii) the Backstop Order shall be a Final Order.

(f) Confirmation Order. (i) The Bankruptcy Court shall have entered the Confirmation Order, (ii) the Confirmation Order shall be consistent in all material respects with the terms of this Agreement and the RSA and otherwise in form and substance reasonably acceptable to the Required Backstop Parties, and (iii) the Confirmation Order shall be a Final Order. Without limiting the generality of the foregoing, the Confirmation Order shall contain the following specific findings of fact, conclusions of Law and Orders: (A) each of the Specified Issuances described in clauses (a) and (b) of the definition of "Specified Issuances" are exempt from the registration and prospectus delivery requirements of Section 5 of the Securities Act pursuant to section 1145(a) of the Bankruptcy Code; (B) each of the Specified Issuances described in clauses (c)-(f) of the definition of "Specified Issuances" are exempt from the registration and prospectus delivery requirements of Section 5 of the Securities Act pursuant to section 1145(a) of the Bankruptcy Code, Section 4(a)(2) of the Securities Act and/or other applicable exemption; (C) the solicitation of acceptance or rejection of the Plan by the Backstop Parties and/or any of their respective Related Persons (if any such solicitation was made) was done in good faith and in compliance with the applicable provisions of the Bankruptcy Code and, as such, the Backstop Parties and any of their respective Related Persons are entitled to the benefits and protections of section 1125(e) of the Bankruptcy Code; and (D) the participation by the Backstop Parties and/or any of their respective Related Persons in the offer, issuance, sale or purchase of any security offered, issued, sold or purchased under the Plan (if any such participation was made) was done in good faith and in compliance with the applicable provisions of the Bankruptcy Code and, as such, the Backstop Parties and any of their respective Related Persons are entitled to the benefits and protections of section 1125(e) of the Bankruptcy Code.

(g) Conditions to Confirmation and Effectiveness. The conditions to confirmation of the Plan and the conditions to the Effective Date set forth in the Plan shall have been satisfied (or waived with the prior written consent of the Required Backstop Parties) in accordance with the Plan, and the Effective Date shall have occurred or shall occur simultaneously with the Closing.

(h) Rights Offering. (i) The Rights Offering shall have been conducted and consummated in accordance with the Plan, the Rights Offering Procedures, and this Agreement, and (ii) all Rights Offering Notes (other than any Unsubscribed Notes) shall have been (or concurrently with the Closing will be) issued and sold in connection with the Rights Offering.

(i) New Secured Notes. (i) Each of the New Secured Notes Documents shall (x) have been executed, authenticated and/or delivered by the Reorganized Debtors and each Person required to execute, authenticate and/or deliver the same (which, in the case of the New Secured Notes Indenture, shall include the trustee thereunder unless the Plan or the Confirmation Order provides that the New Secured Notes Documents are deemed binding on such trustee), (y) be consistent in all material respects with the terms of the RSA, the New Secured Notes Term Sheet, and otherwise in form and substance reasonably acceptable to the Required Backstop Parties, and (z) be in full force and effect, and (ii) the liens on and security interest in the Reorganized Debtors' assets securing the Reorganized Debtors' obligations under the New Secured Notes shall have been duly and validly created and perfected in a manner that is reasonably acceptable to the Required Backstop Parties.

(j) New Certificate of Incorporation. (i) The certificate of incorporation of the Company shall have been amended and restated in its entirety to be consistent in all material respects with the terms of the RSA and otherwise in form and substance reasonably acceptable to the Required Backstop Parties (the "New Certificate of Incorporation"), (ii) the New Certificate of Incorporation shall have been duly executed and acknowledged by the Company in accordance with applicable Law and filed with the Secretary of State of the State of Delaware, (iii) the Required Backstop Parties shall have received evidence that the New Certificate of Incorporation has been duly filed with the Secretary of State of the State of Delaware, and (iv) the New Certificate of Incorporation shall be in full force and effect.

(k) New Stockholders Agreement. (i) Reorganized Company and all Persons that are entitled to receive shares of New Common Stock pursuant to the Plan shall have executed and delivered the New Stockholders Agreement or otherwise be deemed party to the New Stockholder Agreement pursuant to the Plan and the Confirmation Order, and (ii) the New Stockholders Agreement shall be (x) consistent in all material respects with the terms of the RSA and otherwise in form and substance reasonably acceptable to the Required Backstop Parties, and (y) in full force and effect.

(l) New Registration Rights Agreement. If elected by the Required Backstop Parties, (i) Reorganized Company shall have executed and delivered the New Registration Rights Agreement, and (ii) the New Registration Rights Agreement shall be (x) consistent in all material respects with the terms of the RSA and otherwise in form and substance reasonably acceptable to the Required Backstop Parties, and (y) in full force and effect.

(m) Other Definitive Documentation. (i) All Definitive Documentation (other than those Definitive Documentation described in a separate clause of this Section 7.1) shall have been executed, delivered and/or filed by the parties thereto, (ii) such Definitive Documentation shall be consistent in all material respects with the terms of the RSA and otherwise in form and substance reasonably acceptable to the Required Backstop Parties, and (iii) such Definitive Documentation shall be in full force and effect.

(n) No Injunctions or Restraints; Illegality. No temporary restraining order, preliminary or permanent injunction, judgment or other Order preventing the consummation of any of the transactions contemplated by this Agreement or any of the other Contemplated Transactions shall have been entered, issued, rendered or made, nor shall any Proceeding seeking any of the foregoing be commenced, pending or threatened; nor shall there be any Law promulgated, enacted, entered, enforced or deemed applicable to any of the Backstop Parties or any of the Debtors which makes the consummation of any of the transactions contemplated by this Agreement or any of the other Contemplated Transactions (including, without limitation, each of the Specified Issuances) illegal or void.

(o) Notices and Consents. All Governmental Body and material third party notifications, filings, waivers, authorizations and other Consents, including Bankruptcy Court approval, necessary or required for the consummation of any of the transactions contemplated by this Agreement or any of the other Contemplated Transactions or the effectiveness of the Plan, shall have been obtained, not be subject to unfulfilled conditions and be in full force and effect; and all applicable waiting periods shall have expired without any action being taken or threatened by any Governmental Body that would restrain, prevent or otherwise impose materially adverse conditions on any of the transactions contemplated by this Agreement or any of the other Contemplated Transactions.

(p) Proceedings. There shall be no pending, existing, instituted, outstanding or threatened Proceeding by (x) any Person (other than a Governmental Body) involving any of the Debtors or any of their respective current or former officers, employees or directors (in their capacities as such) or (y) any Governmental Body involving any of the Debtors or any of their respective current or former officers, employees or directors (in their capacities as such), in each case that is material to the Debtors and would materially and adversely affect the ability of the Debtors to perform their obligations under, or to consummate the transactions contemplated hereby or the other Contemplated Transactions.

(q) Representations and Warranties. Each of (i) the representations and warranties of the Debtors in this Agreement (other than the Fundamental Representations) that are not qualified as to "materiality" or "Material Adverse Effect" shall be true and correct in all material respects, (ii) the representations and warranties of the Debtors in this Agreement (other than the Fundamental Representations) that are qualified as to "materiality" or "Material Adverse Effect" shall be true and correct in all respects, and (iii) the Fundamental Representations shall be true and correct in all respects, in each case of clauses (i), (ii) and (iii), at and as of the Execution Date and at and as of the Effective Date as if made at and as of the Effective Date (except for representations and warranties made as of a specified date, which shall be true and correct only as of the specified date).

(r) Covenants. Each of the Debtors shall have complied in all material respects with all covenants in this Agreement and the RSA that are applicable to the Debtors.

(s) Backstop Expenses. The Debtors shall have paid all Backstop Expenses that have been invoiced and that are accrued and remain unpaid as of the Effective Date in accordance with the terms of this Agreement, and no Backstop Expenses shall be required to be repaid or otherwise disgorged to the Debtors or any other Person.

(t) Material Adverse Effect. No Material Adverse Effect shall have occurred since the Execution Date (other than the events and circumstances contemplated under the RSA).

(u) Put Option Notes. The Company shall have issued and delivered the Put Option Notes in accordance with Sections 1.3, and no portion of the Put Option Notes shall have been invalidated or avoided.

(v) Backstop Certificates. The Backstop Parties shall have received a Backstop Certificate in accordance with Section 1.1(b).

(w) No Registration; Compliance with Securities Laws. No Proceeding shall be pending or threatened by any Governmental Body or other Person that alleges that any of the Specified Issuances is not exempt from the registration and prospectus delivery requirements of Section 5 of the Securities Act.

(x) Officer's Certificate. The Backstop Parties shall have received on and as of the Effective Date a certificate of an executive officer of the Debtors confirming that the conditions set forth in Sections 7.1(p), 7.1(q), 7.1(r) and 7.1(t) hereof have been satisfied.

(y) [Reserved].

(z) Opinions. The Debtors shall have delivered to the Backstop Parties (i) opinions of counsel to the Debtors, dated as of the Effective Date and addressed to the Backstop Parties, addressing such matters that the Required Backstop Parties reasonably request in connection with the closing of the offering through DTC related to the offer, issuance, and sale of the New Secured Notes, and the transactions contemplated by this Agreement and the other Definitive Documents, and such opinions shall be in form and substance reasonably acceptable to the Required Backstop Parties, and (ii) any other agreement, certificate, opinion, or other documentation reasonably requested by the Required Backstop Parties to consummate the Contemplated Transactions.

(aa) Valid Issuance. The Backstop Notes shall be, upon issuance, validly issued, fully paid, non-assessable and free and clear of all Taxes, Encumbrances, pre-emptive rights, rights of first refusal, subscription rights and similar rights, except for any restrictions on transfer as may be imposed by applicable securities Laws.

(bb) [Reserved].

(cc) Minimum Liquidity Amount. After giving effect to the Exit Payments, the Exit Liquidity Amount shall not be less than the Minimum Liquidity Amount. Not less than five (5) Business Days prior to the anticipated Effective Date, the Company shall have delivered to the Backstop Parties a certificate, executed by an executive officer of the Company, which shall set forth a reasonably detailed calculation by the Company of the Exit Liquidity Amount.

(dd) [Reserved].

(ee) Securities of the Debtors. On the Effective Date (after giving effect to the consummation of the transactions contemplated by the Plan), other than (i) the shares of New

Common Stock issued to holders of Allowed Senior Notes Claims and Allowed General Unsecured Claims pursuant to the Plan, (ii) the New Secured Notes issued and sold to Rights Offering Participants pursuant to the Rights Offering and to the Backstop Parties pursuant to this Agreement, (iii) the shares of New Common Stock reserved for issuance upon conversion of the New Secured Notes in accordance with the terms of the New Certification of Incorporation and the New Secured Notes Documents, and (vi) Interests of a Debtor (other than the Company) owned solely by another Debtor, no (A) Interests of any Debtor or (B) pre-emptive rights, rights of first refusal, subscription rights and/or similar rights to acquire any Interests of any Debtor (except, in the case of this clause (B), any such rights with respect to shares of New Common Stock that are expressly set forth in the New Stockholders Agreement), in any such case will be issued, outstanding or in effect.

7.2. **Conditions Precedent to Obligations of the Company.** The obligations of the Company to issue and sell the Backstop Notes to each of the Backstop Parties pursuant to this Agreement are subject to the following conditions precedent, each of which may be waived in writing by the Company:

(a) [Reserved]

(b) Plan and Plan Supplement. The Plan, as confirmed by the Bankruptcy Court, shall be consistent in all material respects with the terms of the RSA and otherwise in form and substance reasonably acceptable to the Debtors. The Plan Supplement (including all schedules, documents and forms of documents contained therein or constituting a part thereof) and all other Definitive Documentation shall be consistent in all material respects with the terms of the RSA and otherwise in form and substance reasonably acceptable to the Debtors.

(c) Disclosure Statement. The Disclosure Statement shall be consistent in all material respects with the terms of the RSA and otherwise in form and substance reasonably acceptable to the Debtors.

(d) Confirmation Order. (i) The Bankruptcy Court shall have entered the Confirmation Order, (ii) the Confirmation Order shall be consistent in all material respects with the terms of this Agreement and the RSA and otherwise in form and substance reasonably acceptable to the Debtors, and (iii) the Confirmation Order shall be a Final Order.

(e) Solicitation Order. (i) The Bankruptcy Court shall have entered the Solicitation Order, (ii) the Solicitation Order shall be consistent in all material respects with the terms of this Agreement and the RSA and otherwise in form and substance reasonably acceptable to the Debtors, and (iii) the Solicitation Order shall be a Final Order.

(f) Backstop Order. (i) The Bankruptcy Court shall have entered the Backstop Order, (ii) the Backstop Order shall be consistent in all material respects with the terms of this Agreement and the RSA and otherwise in form and substance reasonably acceptable to the Debtors, and (iii) the Backstop Order shall be a Final Order.

(g) Conditions to Confirmation and Effectiveness. The conditions to confirmation of the Plan and the conditions to the Effective Date set forth in the Plan shall have

been satisfied or waived in accordance with the Plan, and the Effective Date shall have occurred or shall occur simultaneously with the Closing.

(h) Rights Offerings. The Rights Offerings shall have been consummated.

(i) No Injunctions or Restraints; Illegality. No temporary restraining order, preliminary or permanent injunction, judgment or other Order preventing the consummation of any of the transactions contemplated by this Agreement or any of the other Contemplated Transactions shall have been entered, issued, rendered or made, nor shall any Proceeding seeking any of the foregoing be commenced, pending or threatened; nor shall there be any Law promulgated, enacted, entered, enforced or deemed applicable to the Backstop Parties or the Debtors which makes the consummation of any of the transactions contemplated by this Agreement or any of the other Contemplated Transactions (including, without limitation, each of the Specified Issuances) illegal or void.

(j) Representations and Warranties and Covenants. (i) Each of (x) the representations and warranties of each Backstop Party in this Agreement that are not qualified as to "materiality" or "material adverse effect" shall be true and correct in all material respects and (y) the representations and warranties of each Backstop Party that are qualified as to "materiality" or "material adverse effect" shall be true and correct, in each case of clauses (x) and (y), at and as of the Execution Date and at and as of the Effective Date as if made at and as of the Effective Date (except for representations and warranties made as of a specified date, which shall be true and correct only as of the specified date) and (ii) each Backstop Party shall have complied in all material respects with all covenants in this Agreement applicable to it, except, in any such case of clause (i) or clause (ii) above, to the extent that any such inaccuracy or non-compliance would not reasonably be expected to prohibit, materially delay or materially and adversely impact such Backstop Party's performance or consummation of its obligations under this Agreement.

(k) RSA. The RSA remains in full force and effect in accordance with its terms and shall not have been terminated in accordance with its terms.

8. **Termination**.

(a) Unless earlier terminated in accordance with the terms of this Agreement, this Agreement (including the Backstop Commitments contemplated hereby) shall terminate automatically and immediately, without a need for any further action on the part of (or notice provided to) any Person, upon the earlier to occur of:

(i) the Bankruptcy Court enters an Order converting the Chapter 11 Cases to cases under Chapter 7 of the Bankruptcy Code, appointing a trustee or custodian for any of the Debtors or dismissing the Chapter 11 Cases; and

(ii) the date of any termination of the RSA with respect to all Consenting Noteholders;

(b) This Agreement (including the Backstop Commitments contemplated hereby) may be terminated and the transactions contemplated hereby may be abandoned at any

time by the Backstop Parties effective immediately upon the giving by the Required Backstop Parties of written notice of termination to the Debtors:

(i) if (x) any of the Debtors shall have materially breached or materially failed to perform any of their respective representations, warranties, covenants or other obligations contained in this Agreement, or any representation or warranty of any of the Debtors in this Agreement shall have become untrue (determined as if the Debtors made their respective representations and warranties at all times on and after the Execution Date and prior to the date this Agreement is terminated), and (y) any such breach, failure to perform or occurrence referred to in clause (x) above (A) would result in a failure of a condition set forth in Section 7.1(q), Section 7.1(r) or Section 7.1(t) and (B) is not curable or able to be performed by the Drop-Dead Date, or, if curable or able to be performed by the Drop-Dead Date, is not cured or performed within ten (10) Business Days after written notice of such breach, failure or occurrence is given to the Debtors by the Required Backstop Parties (it being understood and agreed that the failure by the Debtors to comply with any of the covenant set forth in Section 5.10 by the deadlines set forth therein will result in a failure of a condition set forth in Section 7.1 and shall not be subject to cure); provided, that, this Agreement shall not terminate pursuant to this Section 8(b)(i) if any Backstop Party is then in willful or intentional breach of this Agreement;

(ii) if any of the conditions set forth in Section 7.1 hereof become incapable of fulfillment prior to the Drop-Dead Date (other than as a result of the failure of the Backstop Parties to fulfill or comply with their obligations hereunder);

(iii) the occurrence of a Triggering Event;

(iv) the occurrence of (A) an acceleration of the obligations or termination of commitments under the DIP TL Credit Agreement or (B) a refunding, replacement or refinancing of the obligations under the DIP TL Credit Agreement;

(v) if a Funding Default shall occur and Non-Defaulting Backstop Parties do not elect to commit to purchase all of the Default Notes after the process for exercising the Default Purchaser Rights has been exhausted in accordance with Section 1.2(c) hereof;

(vi) if a Noteholder Termination Event (other than clause (m) of Section (7) of the RSA) shall occur without giving effect to any waivers of a Noteholder Termination Event;

(vii) the Solicitation Order, the Backstop Order or the Confirmation Order is terminated, reversed, stayed, dismissed, vacated, or reconsidered, or any such Order is modified or amended after entry without the prior acquiescence or written consent (not to be unreasonably withheld, conditioned or delayed) of the Required Backstop Parties in a manner that prevents or prohibits the consummation of the Contemplated Transactions or any of the Definitive Documentation in a way

that cannot be remedied by the Debtors subject to the reasonable satisfaction of the Required Backstop Parties;

(viii) if any Order has been entered by any Governmental Body that operates to materially prevent, restrict or alter the implementation of the Plan, the Rights Offering or any of the Contemplated Transactions; or

(ix) if the Closing shall not occur on or prior to October 10, 2020 (the "Drop-Dead Date").

(c) This Agreement (including the Backstop Commitments contemplated hereby) may be terminated at any time by the Debtors effective immediately upon the Debtors' giving of written notice of termination to the Backstop Parties:

(i) if (x) any of the Backstop Parties shall have materially breached or materially failed to perform any of their respective representations, warranties, covenants or other obligations contained in this Agreement, or any representation or warranty of any of the Backstop Parties in this Agreement shall have become untrue (determined as if the Backstop Parties made their respective representations and warranties at all times on and after the Execution Date and prior to the date this Agreement is terminated), and (y) any such breach, failure to perform or occurrence referred to in clause (x) above (A) would result in a failure of a condition set forth in Section 7.2(j) and (B) is not curable or able to be performed by the Drop-Dead Date, or, if curable or able to be performed by the Drop-Dead Date, is not cured or performed within ten (10) Business Days after written notice of such breach, failure or occurrence is given to the Required Backstop Parties by the Debtors; provided, that, this Agreement shall not terminate pursuant to this Section 8(b)(i) if any Debtor is then in willful or intentional breach of this Agreement; provided, further, that if a Funding Default shall occur, the Debtors shall not be permitted to terminate this Agreement and the transactions contemplated hereby pursuant to this Section 8(c) unless Non-Defaulting Backstop Parties do not elect to commit to purchase all of the Default Notes after the process for exercising Default Purchase Rights has been exhausted in accordance with Section 1.2(c);

(ii) if any of the conditions set forth in Section 7.2 hereof become incapable of fulfillment prior to the Drop-Dead Date (other than as a result of the failure of the Debtors to fulfill or comply with their obligations hereunder);

(iii) if an HCR Termination Event shall occur without giving effect to any waivers of an HCR Termination Event;

(iv) if any Order has been entered by any Governmental Body that operates to prevent, restrict or alter the implementation of the Plan, the Rights Offering or any of the Contemplated Transactions, in each case, on substantially the terms provided for herein or therein, in a way that cannot be remedied in all material respects by the Debtors in a manner reasonably satisfactory to the Required Backstop Parties; or

(v) the Solicitation Order, the Backstop Order or the Confirmation Order is terminated, reversed, stayed, dismissed, vacated, or reconsidered, or any such Order is modified or amended after entry without the prior acquiescence or written consent (not to be unreasonably withheld, conditioned or delayed) of the Debtors in a manner that prevents or prohibits the consummation of the Contemplated Transactions or any of the Definitive Documentation in a way that cannot be remedied by the Backstop Parties subject to the reasonable satisfaction of the Debtors.

(d) This Agreement (including the Backstop Commitments contemplated hereby) may be terminated at any time by mutual written consent of the Debtors and the Required Backstop Parties.

(e) In the event of a termination of this Agreement in accordance with this Section 8 at a time after all or any portion of the Purchase Price for Backstop Notes has been deposited into the Deposit Account by any of the Backstop Parties, the Backstop Parties that have deposited such Purchase Price (or portion thereof) shall be entitled to the return of such amount. In such a case, the Backstop Parties and the Debtors hereby agree to execute and deliver to the Subscription Agent, promptly after the effective date of any such termination (but in any event no later than two (2) Business Days after any such effective date), a letter instructing the Subscription Agent to pay to each applicable Backstop Party, by wire transfer of immediately available funds to an account designated by such Backstop Party, the amount of Purchase Price that such Backstop Party is entitled to receive pursuant to this Section 8(e); provided that, if the Required Backstop Parties elect to establish an Escrow Account pursuant to Section 1.2(b), any return of the Purchase Price for Backstop Notes deposited in the Escrow Account shall be pursuant to terms of the Escrow Agreement.

(f) In the event of a termination of this Agreement in accordance with this Section 8, the provisions of this Agreement shall immediately become void and of no further force or effect (other than Sections 2.2, 2.3, 2.4, 8, 9, 10, 12 and 13 hereof (and any defined terms used in any such Sections (but solely to the extent used in any such Sections)), and other than in respect of any liability of any party for any breach of this Agreement prior to such termination, which shall in each case expressly survive any such termination).

(g) Each Debtor hereby acknowledges and agrees and shall not dispute that the giving of notice of termination by the Required Backstop Parties pursuant to this Agreement shall not be a violation of the automatic stay of section 362 of the Bankruptcy Code (and each Debtor hereby waives, to the greatest extent possible, the applicability of the automatic stay to the giving of such notice).

9. **Indemnification**.

(a) Whether or not the transactions contemplated by this Agreement or any of the other Contemplated Transactions are consummated, the Debtors hereby agree, jointly and severally, to indemnify and hold harmless each of the Backstop Parties and each of their respective Affiliates, stockholders, equity holders, members, partners, managers, officers, directors, employees, attorneys, accountants, financial advisors, consultants, agents, advisors and controlling

persons (each, in such capacity, an "Indemnified Party") from and against any and all losses, claims, damages, liabilities, penalties, judgments, settlements, costs and expenses, including reasonable attorneys' fees (other than Taxes of the Backstop Parties except to the extent otherwise provided for in Section 2.1(b) of this Agreement), whether or not related to a third party claim, imposed on, sustained, incurred or suffered by, or asserted against, any Indemnified Party as a result of, arising out of, related to or in connection with, directly or indirectly, this Agreement, the Backstop Commitments or the Rights Offering, or, subject to Section 10, any breach by any Debtor of any of its representations, warranties and/or covenants set forth in this Agreement, or any claim, litigation, investigation or other Proceeding relating to or arising out of any of the foregoing, regardless of whether any such Indemnified Party is a party thereto, and to reimburse each such Indemnified Party for the reasonable and documented legal or other out-of-pocket costs and expenses as they are incurred in connection with investigating, monitoring, responding to or defending any of the foregoing (collectively, "Losses"); provided, that the foregoing indemnification will not, as to any Indemnified Party, apply to Losses that (i) are determined by a final, non-appealable decision by the Bankruptcy Court to have resulted from (y) any act by such Indemnified Party that constitutes fraud, bad faith, gross negligence or willful misconduct or (z) the breach by such Indemnified Party of its obligations under this Agreement or the RSA, or (ii) as to a Defaulting Backstop Party, its Related Persons or any Indemnified Party related thereto, are caused by a Funding Default by such Backstop Party. If for any reason the foregoing indemnification is unavailable to any Indemnified Party or insufficient to hold it harmless, then the Debtors shall contribute to the amount paid or payable by such Indemnified Party as a result of such Loss in such proportion as is appropriate to reflect not only the relative benefits received by the Debtors, on the one hand, and such Indemnified Party, on the other hand, but also the relative fault of the Debtors, on the one hand, and such Indemnified Party, on the other hand, as well as any relevant equitable considerations. It is hereby agreed that the relative benefits to the Debtors, on the one hand, and all Indemnified Parties, on the other hand, shall be deemed to be in the same proportion as (i) the total value received or proposed to be received by the Debtors pursuant to the sale of the maximum number of Backstop Notes to the Backstop Parties pursuant to this Agreement bears to (ii) the value of the Put Option Notes issued or proposed to be issued to the Backstop Parties in connection with such sales. The Debtors also agree that no Indemnified Party shall have any liability based on its exclusive or contributory negligence or otherwise to the Debtors, any Person asserting claims on behalf of or in right of the Debtors, or any other Person in connection with or as a result of this Agreement, the Backstop Commitments, the Backstop Notes, either of the Rights Offering, any of the Definitive Documentation, the Plan (or the solicitation thereof), the Chapter 11 Cases or the transactions contemplated hereby or thereby or any of the other Contemplated Transactions, except as to any Indemnified Party to the extent that any Losses incurred by the Debtors (i) are determined by a final, non-appealable decision by the Bankruptcy Court to have resulted from (y) any act by such Indemnified Party that constitutes fraud, bad faith, gross negligence or willful misconduct or (z) the breach by such Indemnified Party of its obligations under this Agreement or the RSA, or (ii) as to a Defaulting Backstop Party, its Related Persons or any Indemnified Party related thereto, are caused by a Funding Default by such Backstop Party. The terms set forth in this Section 9 shall survive termination of this Agreement and shall remain in full force and effect regardless of whether the transactions contemplated by this Agreement or any of the other Contemplated Transactions are consummated. The indemnity and reimbursement obligations of the Debtors under this Section 9 are in addition to, and do not limit, the Debtors' obligations under Sections 2.2, 2.3 and 2.4.

(b) Promptly after receipt by an Indemnified Party of notice of the commencement of any claim, litigation, investigation or other Proceeding with respect to which such Indemnified Party may be entitled to indemnification hereunder ("Actions"), such Indemnified Party will, if a claim is to be made hereunder against the Debtors in respect thereof, notify the Debtors in writing of the commencement thereof; provided, that (i) the omission to so notify the Debtors will not relieve the Debtors from any liability that they may have hereunder except to the extent (and solely to the extent) they have been actually and materially prejudiced by such failure and (ii) the omission to so notify the Debtors will not relieve the Debtors from any liability that they may have to an Indemnified Party otherwise than on account of this Section 9. In case any such Actions are brought against any Indemnified Party and such Indemnified Party notifies in writing the Debtors of the commencement thereof, if the Debtors commit in writing to fully indemnify and hold harmless the Indemnified Party with respect to such Actions to the reasonable satisfaction of the Indemnified Party, without regard to whether the Effective Date occurs, the Debtors will be entitled to participate in such Actions, and, to the extent that the Debtors elect by written notice delivered to such Indemnified Party, to assume the defense thereof, with counsel reasonably satisfactory to such Indemnified Party, provided, that if the defendants in any such Actions include both such Indemnified Party and the Debtors and such Indemnified Party shall have concluded that there may be legal defenses available to it that are different from or additional to those available to the Debtors, such Indemnified Party shall have the right to select separate counsel to assert such legal defenses and to otherwise participate in the defense of such Actions on behalf of such Indemnified Party. Following the date of receipt by an Indemnified Party of such indemnification commitment from the Debtors and notice from the Debtors of their election to assume the defense of such Actions and approval by such Indemnified Party of counsel, the Debtors shall not be liable to such Indemnified Party for expenses incurred by such Indemnified Party in connection with the defense thereof or participation therein after such date (other than reasonable costs of investigation and monitoring) unless (w) such Indemnified Party shall have employed separate counsel in connection with the assertion of legal defenses in accordance with the proviso to the immediately preceding sentence (it being understood, however, that the Debtors shall not be liable for the expenses of more than one separate counsel representing the Indemnified Party who is party to such Action (in addition to one local counsel in each jurisdiction in which local counsel is required)), (x) the Debtors shall not have employed counsel reasonably satisfactory to such Indemnified Party to represent such Indemnified Party at the Debtors' expense within a reasonable time after notice of commencement of the Actions, (y) after the Debtors assume the defense of such Actions, such Indemnified Party determines in good faith that the Debtors are failing to reasonably defend against such Actions and provides written notice of such determination and the basis for such determination, and such failure is not reasonably cured within ten (10) Business Days of receipt of such notice or (z) any of the Debtors shall have authorized in writing the employment of counsel for such Indemnified Party.

(c) In connection with any Action for which an Indemnified Party is assuming the defense in accordance with this Section 9, the Debtors shall not be liable for any settlement of any Actions effected by such Indemnified Party without the written consent of the Debtors. If any settlement of any Action is consummated with the written consent of the Debtors or if there is a final judgment for the plaintiff in any such Action, the Debtors agree to indemnify and hold harmless each Indemnified Party from and against any and all Losses by reason of such settlement or judgment to the extent such Losses are otherwise subject to indemnification by the Debtors hereunder in accordance with, and subject to the limitations of, this Section 9. The Debtors shall

not, without the prior written consent of an Indemnified Party, effect any settlement, compromise or other resolution of any pending or threatened Actions in respect of which indemnity has been sought hereunder by such Indemnified Party unless such settlement, compromise or other resolution (i) includes an unconditional release of such Indemnified Party in form and substance satisfactory to such Indemnified Party from all liability on the claims that are the subject matter of such Actions and (ii) does not include any statement as to or any admission of fault, culpability or a failure to act by or on behalf of any Indemnified Party.

10. **Survival of Representations and Warranties**. Notwithstanding any investigation at any time made by or on behalf of any party hereto with respect to, or any knowledge acquired (or capable of being acquired) about, the accuracy or inaccuracy of or compliance with, any representation or warranty made by or on behalf of any party hereto, all representations and warranties contained in this Agreement and in the certificates delivered pursuant to Sections 7.1(v), 7.1(x), and 7.1(cc) hereof shall survive the execution, delivery and performance of this Agreement.

11. **Amendments and Waivers**. Any term of this Agreement may be amended or modified and the compliance with any term of this Agreement may be waived (either generally or in a particular instance and either retroactively or prospectively) only if such amendment, modification or waiver is signed, in the case of an amendment or modification, by the Required Backstop Parties and the Debtors, or in the case of a waiver, by the Required Backstop Parties (if compliance by the Debtors is being waived) or by the Required Backstop Parties and the Debtors (if compliance by any of the Backstop Parties is being waived); provided, however, that (a) Schedule 1 hereto may be updated in accordance with the terms of Section 13.1 hereof, (b) any amendment or modification to this Agreement that would have the effect of changing the Backstop Commitment Percentage or the Backstop Commitment Amount of any Backstop Party shall require the prior written consent of such Backstop Party, unless otherwise expressly contemplated by this Agreement, (c) any amendment or modification to (i) the definition of "Purchase Price", (ii) the allocation of the Put Option Notes among the Backstop Parties as set forth in Section 1.3, and (iii) the proviso set forth in the first sentence of Section 1.2(a), shall (in any such case) require the prior written consent of each Backstop Party adversely affected thereby, and (d) any amendment, modification or waiver to this Agreement that would adversely affect any of the rights or obligations (as applicable) of any Backstop Party set forth in this Agreement in a manner that is different or disproportionate in any material respect from the effect on the rights or obligations (as applicable) of the Required Backstop Parties set forth in this Agreement (other than in proportion to the amount of the Backstop Commitments held by each of the Backstop Parties) shall also require the written consent of such affected Backstop Party (it being understood that in determining whether consent of any Backstop Party is required pursuant to this clause (d), no personal circumstances of such Backstop Party shall be considered). No delay on the part of any party in exercising any right, power or privilege pursuant to this Agreement will operate as a waiver thereof, nor will any waiver on the part of any party of any right, power or privilege pursuant to this Agreement, or any single or partial exercise of any right, power or privilege pursuant to this Agreement, preclude any other or further exercise thereof or the exercise of any other right, power or privilege pursuant to this Agreement. The rights and remedies provided pursuant to this Agreement are cumulative and are not exclusive of any rights or remedies which any party otherwise may have at Law or in equity.

12. **Notices, etc.** Except as otherwise expressly provided in this Agreement, all notices, requests, demands, document deliveries and other communications under this Agreement shall be in writing and shall be deemed to have been duly given, provided, made or received (a) when delivered personally, (b) when sent by electronic mail ("e-mail") or facsimile, (c) one (1) Business Day after deposit with an overnight courier service or (d) three (3) Business Days after mailed by certified or registered mail, return receipt requested, with postage prepaid to the parties at the following addresses, facsimile numbers or e-mail addresses (or at such other address, facsimile number or e-mail address for a party as shall be specified by like notice):

(a) if to a Backstop Party, to the address, facsimile number or e-mail address for such Backstop Party set forth on Schedule 1 hereto,

with a copy to:

Paul, Weiss, Rifkind, Wharton & Garrison LLP
1285 Avenue of the Americas
New York, NY 10038

Attention:	Brian S. Hermann Elizabeth McColm
Fax:	(212) 492-0545
Email:	bhermann@paulweiss.com emccolm@paulweiss.com

(b) If to the Debtors at:

Hi-Crush Inc.
1330 Post Oak Blvd., #600
Houston, Texas 77056

Attention:	Robert E. Rasmus
Email:	razz@ redoakcap.com

with a copy to:

Latham & Watkins LLP
885 Third Avenue
New York, New York 10022

Attention:	Keith A. Simon Annemarie V. Reilly
Fax:	(212) 751-4864
Email:	keith.simon@lw.com annemarie.reilly@lw.com

13. **Miscellaneous**.

13.1. **Assignments.** This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and permitted assigns. Neither this Agreement nor any of the rights, interests or obligations under this Agreement shall be assigned by any of the parties (whether by operation of Law or otherwise) without the prior written consent of the Debtors and the Required Backstop Parties. Notwithstanding the immediately preceding sentence, any Backstop Party's rights, obligations or interests hereunder may be freely assigned, delegated or transferred, in whole or in part, by such Backstop Party, to (a) any other Backstop Party, (b) any Affiliate of a Backstop Party, or (c) any other Person not referred to in clause (a) or clause (b) above so long as such Person referred to in this clause (c) is approved in writing by the Required Backstop Parties prior to such assignment, delegation or transfer (for purposes of this clause (c), the Backstop Party proposing to make such assignment, delegation or transfer, and all of its Affiliates, shall be deemed to be Defaulting Backstop Parties for purposes of determining whether the definition of "Required Backstop Parties" has been satisfied); provided, that (x) any such assignee assumes the obligations of the assigning Backstop Party hereunder and agrees in writing prior to such assignment to be bound by the terms hereof in the same manner as the assigning Backstop Party, and (y) any assignee of a Backstop Commitment must be an Accredited Investor. Following any assignment described in the immediately preceding sentence, Schedule 1 hereto shall be updated by the Debtors (in consultation with the assigning Backstop Party and the assignee) solely to reflect (i)(A) the name and address of the applicable assignee or assignees, and (B) the Backstop Commitment Percentage and the Backstop Commitment Amount that shall apply to such assignee or assignees, in each case as specified by the assigning Backstop Party and the assignee or assignees, and (ii) any changes to the Backstop Commitment Percentage and the Backstop Commitment Amount applicable to the assigning Backstop Party, in each case as specified by the assigning Backstop Party and the assignee or assignees, (it being understood and agreed that updates to Schedule 1 hereto shall not result in an overall change to the aggregate Backstop Commitment Percentages and Backstop Commitment Amounts for all Backstop Parties). Any update to Schedule 1 hereto described in the immediately preceding sentence shall not be deemed an amendment to this Agreement. Notwithstanding the foregoing or any other provisions herein, unless otherwise agreed in any instance by the Debtors and the Required Backstop Parties (for purposes of this sentence, the Backstop Party making such assignment, and all of its Affiliates, shall be deemed to be Defaulting Backstop Parties for purposes of determining whether the definition of "Required Backstop Parties" has been satisfied), no assignment of obligations by a Backstop Party to an Affiliate of such Backstop Party will relieve the assigning Backstop Party of its obligations hereunder if any such Affiliate assignee fails to perform such obligations.

13.2. **Severability.** If any provision of this Agreement, or the application of any such provision to any Person or circumstance, shall be held invalid or unenforceable in whole or in part, such invalidity or unenforceability shall attach only to such provision or part thereof and the remaining part of such provision and this Agreement shall continue in full force and effect so long as the economic or legal substance of the transactions contemplated hereby is not affected in any manner materially adverse to any party hereto. Upon any such determination of invalidity, the parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in a reasonably acceptable manner in order that the transactions contemplated hereby are consummated as originally contemplated to the greatest extent possible.

13.3. **Entire Agreement.** This Agreement and the RSA constitute the entire understanding among the parties hereto with respect to the subject matter hereof and replace and supersede all prior agreements and understandings, both written and oral, among the parties hereto with respect to the subject matter hereof; provided, however, that any non-disclosure and confidentiality agreement between any Debtor and any Backstop Party shall survive the execution and delivery of this Agreement in accordance with its terms.

13.4. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which will be an original, and all of which, when taken together, will constitute one agreement. Delivery of an executed counterpart of this Agreement by facsimile or portable document format (PDF) will be effective as delivery of a manually executed counterpart of this Agreement.

13.5. **Governing Law & Jurisdiction**. This Agreement shall be governed by, and construed in accordance with, the laws of the State of New York, without regard to such state's choice of law provisions which would require the application of the law of any other jurisdiction, except where preempted by the Bankruptcy Code. By its execution and delivery of this Agreement, each Party irrevocably and unconditionally agrees for itself that any legal action, suit, or proceeding against it with respect to any matter arising under or arising out of or in connection with this Agreement or for recognition or enforcement of any judgment rendered in any such action, suit, or proceeding, may be brought in the United States District Court for the Southern District of New York, and by executing and delivering this Agreement, each of the Parties irrevocably accepts and submits itself to the exclusive jurisdiction of such court, generally and unconditionally, with respect to any such action, suit or proceeding. Notwithstanding the foregoing consent to New York jurisdiction, if the Chapter 11 Cases are commenced, each Party agrees that the Bankruptcy Court shall have exclusive jurisdiction of all matters arising out of or in connection with this Agreement. By executing and delivering this Agreement, and upon commencement of the Chapter 11 Cases, each of the Parties irrevocably and unconditionally submits to the personal jurisdiction of the Bankruptcy Court solely for purposes of any action, suit, proceeding, or other contested matter arising out of or relating to this Agreement, or for recognition or enforcement of any judgment rendered or order entered in any such action, suit, proceeding, or other contested matter.

13.6. **Waiver of Trial by Jury; Waiver of Certain Damages.** EACH OF THE PARTIES WAIVES ANY RIGHT TO HAVE A JURY PARTICIPATE IN RESOLVING ANY DISPUTE, WHETHER SOUNDING IN CONTRACT, TORT OR OTHERWISE, BETWEEN ANY OF THE PARTIES ARISING OUT OF, CONNECTED WITH, RELATING TO, OR INCIDENTAL TO THE RELATIONSHIP ESTABLISHED BETWEEN ANY OF THEM IN CONNECTION WITH THIS AGREEMENT. INSTEAD, ANY DISPUTES RESOLVED IN COURT SHALL BE RESOLVED IN A BENCH TRIAL WITHOUT A JURY. Except as prohibited by Law, the Debtors hereby waive any right which they may have to claim or recover in any action or claim referred to in the immediately preceding sentence any special, exemplary, punitive or consequential damages or any damages other than, or in addition to, actual damages. Each of the Debtors (a) certifies that none of the Backstop Parties nor any Representative of any of the Backstop Parties has represented, expressly or otherwise, that the Backstop Parties would not, in the event of litigation, seek to enforce the foregoing waivers and (b) acknowledges that, in

entering into this Agreement, the Backstop Parties are relying upon, among other things, the waivers and certifications contained in this Section 13.6.

13.7. **Further Assurances.** From time to time after the Execution Date, the parties hereto will execute, acknowledge and deliver to the other parties hereto such other documents, instruments and certificates, and will take such other actions, as any other party hereto may reasonably request in order to consummate the transactions contemplated by this Agreement.

13.8. **Specific Performance.** The Debtors and the Backstop Parties acknowledge and agree that (a) irreparable damage would occur in the event that any of the provisions of this Agreement are not performed in accordance with their specific terms or are otherwise breached, and (b) remedies at Law would not be adequate to compensate the non-breaching party. Accordingly, the Debtors and the Backstop Parties agree that each of them shall have the right, in addition to any other rights and remedies existing in its favor, to an injunction or injunctions to prevent breaches of the provisions of this Agreement and to enforce its rights and obligations hereunder not only by an action or actions for damages but also by an action or actions for specific performance, injunctive and/or other equitable relief. The right to equitable relief, including specific performance or injunctive relief, shall exist notwithstanding, and shall not be limited by, any other provision of this Agreement. Each of the Debtors and each of the Backstop Parties hereby waives any defense that a remedy at Law is adequate and any requirement to post bond or other security in connection with actions instituted for injunctive relief, specific performance or other equitable remedies.

13.9. **Headings.** The headings in this Agreement are for reference purposes only and will not in any way affect the meaning or interpretation of this Agreement.

13.10. **Interpretation; Rules of Construction.** When a reference is made in this Agreement to a Section, Exhibit or Schedule, such reference is to a Section of, or Exhibit or Schedule to, this Agreement unless otherwise indicated. Unless the context of this Agreement otherwise requires, (a) words of any gender include each other gender; (b) words using the singular or plural number also include the plural or singular number, respectively; (c) the terms "hereof," "herein," "hereby" and derivative or similar words refer to this entire Agreement; and (d) the words "include", "includes" and "including" when used herein shall be deemed in each case to be followed by the words "without limitation". The parties hereto agree that they have been represented by legal counsel during the negotiation and execution of this Agreement and, therefore, waive the application of any regulation, holding, rule of construction or Law providing that ambiguities in an agreement or other document shall be construed against the party drafting such agreement or document.

13.11. **Several, Not Joint, Obligations**. The representations, warranties, covenants and other obligations of the Backstop Parties under this Agreement are, in all respects, several and not joint or joint and several, such that no Backstop Party shall be liable or otherwise responsible for any representations, warranties, covenants or other obligations of any other Backstop Party, or any breach or violation thereof.

13.12. **Disclosure**. Unless otherwise required by applicable Law, the Debtors will not disclose to any Person any of the information set forth on each of the Backstop Parties'

signature pages, or Schedule 1 hereto (including (x) the identities of the Backstop Parties, and (y) the Backstop Commitment, the Backstop Commitment Percentage, and the Backstop Commitment Amount of each Backstop Party), except for (a) disclosures made with the prior written consent of each Backstop Party whose information will be disclosed, (b) disclosures to the Debtors' Representatives in connection with the transactions contemplated hereby and subject to their agreement to be bound by the confidentiality provisions hereof and (c) disclosures to parties to this Agreement solely for purposes of calculating the Adjusted Commitment Percentage of a Non-Defaulting Backstop Party; provided, however, that each Backstop Party agrees to permit disclosure in the Disclosure Statement and any filings by the Debtors with the Bankruptcy Court regarding the aggregate Backstop Commitments.

13.13. **No Recourse Party**. Notwithstanding anything that may be expressed or implied in this Agreement, and notwithstanding the fact that certain of the Backstop Parties may be partnerships or limited liability companies, the Debtors and the Backstop Parties covenant, agree and acknowledge that no recourse under this Agreement shall be had against any former, current or future directors, officers, agents, Affiliates, general or limited partners, members, managers, employees, stockholders or equity holders of any Backstop Party, or any former, current or future directors, officers, agents, Affiliates, employees, general or limited partners, members, managers, employees, stockholders, equity holders or controlling persons of any of the foregoing, as such (any such Person, a "No Recourse Party"), whether by the enforcement of any assessment or by any legal or equitable proceeding, or by virtue of any statute, regulation or other applicable Law, it being expressly agreed and acknowledged that no liability whatsoever shall attach to, be imposed on or otherwise be incurred by any No Recourse Party for any obligation of any Backstop Party under this Agreement for any claim based on, in respect of or by reason of such obligations or their creation.

13.14. **Settlement Discussions**. Nothing herein shall be deemed an admission of any kind. Pursuant to Federal Rule of Evidence 408 and any applicable state rules of evidence, this Agreement and all negotiations relating hereto shall not be admissible into evidence in any Proceeding other than a Proceeding to enforce the terms of this Agreement.

13.15. **No Third Party Beneficiaries**. This Agreement is intended to be solely for the benefit of the parties hereto and is not intended to confer any benefits upon, or create any rights in favor of, any Person other than the parties hereto and other than (a) the Indemnified Parties with respect to Section 9 hereof and (b) each No Recourse Party with respect to Section 13.13 hereof.

13.16. **Arm's Length.** Each Debtor acknowledges and agrees that the Backstop Parties are acting solely in the capacity of arm's length contractual counterparties to the Debtors with respect to the transactions contemplated hereby and the other Contemplated Transactions (including in connection with determining the terms of the Rights Offering) and not as financial advisors or fiduciaries to, or agents of, the Debtors or any other Person. Additionally, the Backstop Parties are not advising the Debtors or any other Person as to any legal, Tax, investment, accounting or regulatory matters in any jurisdiction. Each Debtor shall consult with its own advisors concerning such matters and shall be responsible for making its own independent investigation and appraisal of the transactions contemplated hereby and the other Contemplated Transactions, and the Backstop Parties shall have no responsibility or liability to any Debtor with respect thereto. Any review by the Backstop Parties of the Debtors, the Contemplated

Transactions or other matters relating to the Contemplated Transactions will be performed solely for the benefit of the Backstop Parties and shall not be on behalf of the Debtors.

14. **Definitions**.

14.1. **Definitions in the RSA**. Capitalized terms used in this Agreement and not otherwise defined in this Agreement shall have the meanings given to such terms in the RSA.

14.2. **Certain Defined Terms.** As used in this Agreement the following terms have the following respective meanings:

Actions: has the meaning given to such term in Section 9(b) hereof.

Adjusted Commitment Percentage: means, with respect to any Non-Defaulting Backstop Party, a fraction, expressed as a percentage, the numerator of which is the Backstop Commitment Percentage of such Non-Defaulting Backstop Party and the denominator of which is the Backstop Commitment Percentages of all Non-Defaulting Backstop Parties.

Affiliate: means, with respect to any Person, any other Person controlled by, controlling or under common control with such Person; provided, that, for purposes of this Agreement, none of the Debtors shall be deemed to be Affiliates of any Backstop Party. As used in this definition, "control" (including, with its correlative meanings, "controlling," "controlled by" and "under common control with") shall mean possession, directly or indirectly, of power to direct or cause the direction of management or policies of a Person (whether through ownership of securities, by contract or otherwise). A Related Fund of any Person shall be deemed to be the Affiliate of such Person.

Agreement: has the meaning given to such term in the preamble hereof.

AI Questionnaire: has the meaning given to such term in the Rights Offering Procedures.

Allowed: has the meaning given to such term in the Plan.

Alternative Transaction: has the meaning given to such term in the RSA.

Annual Financial Statements: has the meaning given to such term in Section 3.17(a) hereof.

Approvals: means all approvals and authorizations that are required under the Bankruptcy Code for the Debtors to take corporate or limited liability company (as applicable) action.

Backstop Agreement Motion: means the motion and proposed form of Order to be filed by the Debtors with the Bankruptcy Court seeking the approval of this Agreement pursuant to section 363 of the Bankruptcy Code or otherwise, authorizing the payment of certain expenses and other amounts hereunder (including the Put Option Notes, the Liquidated Damages Payment and the Backstop Expenses) and the indemnification provisions set forth herein, granting the same

expenses and other amounts hereunder administrative expense priority status under sections 503(b)(1) and 507(a)(2) of the Bankruptcy Code, and granting any other related relief, which motion and proposed form of Order shall be consistent in all material respects with the RSA and otherwise in form and substance reasonably acceptable to the Required Backstop Parties and the Debtors.

Backstop Certificate: has the meaning given to such term in Section 1.1(b) hereof.

Backstop Commitment: means, with respect to any Backstop Party, the commitment of such Backstop Party, subject to the terms and conditions set forth in this Agreement, to purchase Backstop Commitment Notes pursuant to, and on the terms set forth in, Section 1.2(a) hereof; and "Backstop Commitments" means the Backstop Commitments of all of the Backstop Parties collectively.

Backstop Commitment Amount: means, with respect to any Backstop Party, (a) the dollar amount set forth opposite the name of such Backstop Party under the heading "Backstop Commitment Amount" on Schedule 1 hereto, which amount shall equal the product of (i) the Rights Offering Amount and (ii) such Backstop Party's Backstop Commitment Percentage (as it may be amended, supplemented or otherwise modified from time to time in accordance with the terms of this Agreement), minus (b) the aggregate original principal amount of all Rights Offering Notes that such Backstop Party subscribes for in the Rights Offering.

Backstop Commitment Notes: has the meaning given to such term in Section 1.2(a) hereof.

Backstop Commitment Percentage: means, with respect to any Backstop Party, the percentage set forth opposite the name of such Backstop Party under the heading "Backstop Commitment Percentage" on Schedule 1 hereto, which percentage shall be based upon the amount of Senior Notes Claims held by each respective Backstop Party as compared to the aggregate amount of Senior Notes Claims held by all Backstop Parties (as such percentage may be modified from time to time in accordance with the terms hereof); and "Backstop Commitment Percentages" means the Backstop Commitment Percentages of all of the Backstop Parties collectively.

Backstop Expenses: means the reasonable and documented out-of-pocket fees, costs, expenses, disbursements and charges of each of the Backstop Parties payable to third parties and incurred in connection with or relating to the diligence, negotiation, preparation, execution, delivery, implementation and/or consummation of the Plan, the Backstop Commitments, the Rights Offering, this Agreement, the Backstop Agreement Motion, the Backstop Order, the Definitive Documentation and/or any of the Contemplated Transactions, any amendments, waivers, consents, supplements or other modifications to any of the foregoing, and the enforcement, attempted enforcement or preservation of any rights or remedies under this Agreement, including but not limited to, (a) the reasonable and documented fees, costs and expenses of counsel, advisors and agents for each of the Backstop Parties and (b) filing fees (if any) required by the HSR Act or any other competition Laws and any expenses related thereto.

Backstop Notes: has the meaning given to such term in Section 1.2(d) hereof.

Backstop Order: has the meaning given to such term in the RSA.

Backstop Party(ies): has the meaning given to such term in the preamble hereof.

Bankruptcy Code: has the meaning given to such term in the recitals hereof.

Bankruptcy Court: has the meaning given to such term in the recitals hereof.

Bankruptcy Rules: means the Federal Rules of Bankruptcy Procedure, as promulgated by the United States Supreme Court under section 2075 of title 28 of the United States Code, as amended from time to time, applicable to the Chapter 11 Cases and/or the transactions contemplated by this Agreement, and any Local Rules of the Bankruptcy Court.

Benefit Plan(s): has the meaning given to such term in Section 3.13(a) hereof.

Business Day: means any day other than a Saturday, Sunday or other day on which commercial banks in New York City, New York are authorized or required by Law to be closed.

Chapter 11 Cases: has the meaning given to such term in the recitals hereof.

Closing: has the meaning given to such term in Section 2.1(a) hereof.

Code: has the meaning given to such term in Section 3.13(a) hereof.

Company: has the meaning given to such term in the preamble hereof.

Company SEC Documents: means all of the reports, schedules, forms, statements and other documents (including exhibits and other information incorporated therein) filed with the SEC by the Debtors.

Confirmation Order: means the Order of the Bankruptcy Court confirming the Plan pursuant to section 1129 of the Bankruptcy Code.

Consent: means any consent, waiver, approval, Order or authorization of, or registration, declaration or filing with or notice to, any Governmental Body or other Person.

Contemplated Transactions: means all of the transactions contemplated by this Agreement, the RSA, the Plan and/or the other Definitive Documentation, including, for the avoidance of doubt, the sale and issuance of the Rights Offering Notes and the Backstop Notes.

Contract: means any agreement, contract, obligation, promise, undertaking or understanding, whether written or oral including, for the avoidance of doubt, any debt instrument.

Debtor Disclosure Schedule: has the meaning given to such term in Section 3 hereof.

Debtor IP Rights: has the meaning given to such term in Section 3.9 hereof.

Debtor Mineral Rights: has the meaning given to such term in Section 3.23(f) hereof.

Debtor(s): has the meaning given to such term in the preamble hereof.

Default Notes: has the meaning given to such term in Section 1.2(c) hereof.

Default Purchase Right: has the meaning given to such term in Section 1.2(c) hereof.

Defaulting Backstop Party: has the meaning given to such term in Section 1.2(c) hereof.

Definitive Documentation: has the meaning given to such term in the RSA.

Deposit Account: has the meaning given to such term in Section 1.2(b) hereof.

Deposit Deadline: has the meaning given to such term in Section 1.2(b) hereof.

DIP Covenants: has the meaning given to such term in Section 5.12 hereof.

DIP TL Credit Agreement: has the meaning given to such term in the RSA.

Drop-Dead Date: has the meaning given to such term in Section 8(b)(ix) hereof.

DTC: has the meaning given to such term in Section 2.1(a) hereof.

Easements: has the meaning given to such term in Section 3.23(a) hereof.

Eligible Claims: has the meaning given to such term in the Rights Offering Procedures.

Eligible General Unsecured Claims: has the meaning given to such term in the Rights Offering Procedures.

e-mail: has the meaning given to such term in Section 12 hereof.

Encumbrance: means any charge, claim, community property interest, condition, covenant, deed of trust, equitable interest, lease, license, lien, mortgage, option, pledge, security interest, title default, encroachment or other survey defect, right of first refusal or restriction of any kind, including any restriction on use, voting, transfer, receipt of income or exercise of any other attribute of ownership.

Environmental Laws: means all applicable Laws and Orders relating to pollution or the regulation and protection of human or animal health, safety, the environment or natural resources, including without limitation, the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended (42 U.S.C. § 9601 et seq.); the Hazardous Materials Transportation Uniform Safety Act, as amended (49 U.S.C. § 5101 et seq.); the Resource Conservation and Recovery Act, as amended (42 U.S.C. § 6901 et seq.); the Toxic Substances Control Act, as amended (15 U.S.C. § 2601 et seq.); the Clean Air Act, as amended (42 U.S.C. § 7401 et seq.); the Clean Water Act, as amended (33 U.S.C. § 1251 et seq.); the Occupational Safety and Health Act, as amended (29 U.S.C. § 651 et seq.); the Atomic Energy Act, as amended (42

U.S.C. §§ 2011 et seq., 2022 et seq., 2296 et seq.); any transfer of ownership notification or approval statutes; and all counterparts or equivalents adopted, enacted, ordered, promulgated, or otherwise approved by any Governmental Body.

ERISA: means the Employee Retirement Income Security Act of 1974, as amended.

ERISA Affiliate(s): means any entity which is a member of any Debtor or its Subsidiaries' controlled group, or under common control with any Debtor or its Subsidiaries, within the meaning of Section 414 of the Code.

Escrow Account: has the meaning given to such term in Section 1.2(b) hereof.

Escrow Agent: has the meaning given to such term in Section 1.2(b) hereof.

Escrow Agreement: has the meaning given to such term in Section 1.2(b) hereof.

Event: has the meaning given to such term in this Section 14.2.

Execution Date: has the meaning given to such term in the preamble hereof.

Exit Facility Credit Agreement: has the meaning given to such term in the Plan.

Exit Liquidity Amount: means, on a pro forma basis, a reasonably detailed calculation by the Company of the Liquidity it will have on the Effective Date, after giving effect to all Exit Payments and the funding of the Rights Offering (including by the Backstop Parties pursuant to the Backstop Commitment Amount).

Exit Payments: means a schedule of all payments required to be made or funded by the Debtors under the Plan on or before the Effective Date (including on account of accrued and unpaid professional fees and expenses).

Final Optional Parties: has the meaning given to such term in Section 1.2(c) hereof.

Final Order: has the meaning given to such term in the Plan.

Financial Statements: has the meaning given to such term in Section 3.17 hereof.

Fundamental Representations: means the representations and warranties of the Debtors set forth in Sections 3.1, 3.2, 3.3(a), 3.5, 3.6 and 3.7.

Funding Default: has the meaning given to such term in Section 1.2(c) hereof.

GAAP: means generally accepted accounting principles in the United States, as in effect from time to time, consistently applied.

Governmental Authorization: means any authorization, approval, consent, license, registration, lease, ruling, permit, tariff, certification, Order, privilege, franchise, membership, entitlement, exemption, filing or registration by, with, or issued by, any Governmental Body.

Governmental Body: means any federal, national, supranational, foreign, state, provincial, local, county, municipal or other government, any governmental, regulatory or administrative authority, agency, department, bureau, board, commission or official or any quasi-governmental or private body exercising any regulatory, taxing, importing or other governmental or quasi-governmental authority, or any court, tribunal, judicial or arbitral body.

Hazardous Materials: means hazardous or toxic substances or wastes, petroleum products or wastes, asbestos, asbestos-containing material, radioactive materials or wastes, medical wastes, or any other wastes, pollutants or contaminants regulated under any Environmental Law.

HCR Termination Event: has the meaning given to such term in the RSA.

HSR Act: means the Hart-Scott-Rodino Antitrust Improvements Act of 1976, as amended, and the related regulations and published interpretations.

Indemnified Party: has the meaning given to such term in Section 9(a) hereof.

Insurance Policies: has the meaning given to such term in Section 3.22 hereof.

Interest Commencement Date: has the meaning given to such term in Section 2.4 hereof.

Interim Financial Statements: has the meaning given to such term in Section 3.17(a) hereof.

International Trade Laws: has the meaning given to such term in Section 3.14(b) hereof.

IP Rights: has the meaning given to such term in Section 3.9 hereof.

IT Systems: has the meaning given to such term in Section 3.9 hereof.

IRS: means the Internal Revenue Service and any Governmental Body succeeding to the functions thereof.

Knowledge of the Debtors: means the collective actual knowledge, after reasonable and due inquiry, of Robert E. Rasmus, J. Philip McCormick, Jr. and Mark C. Skolos. A reference to the word "knowledge" (whether or not capitalized) or words of a similar nature with respect to the Debtors means the Knowledge of the Debtors as defined in this definition.

Law: means any federal, national, supranational, foreign, state, provincial, local, county, municipal or similar statute, law, common law, writ, injunction, decree, guideline, policy, ordinance, regulation, rule, code, Order, Governmental Authorization, constitution, treaty, requirement, judgment or judicial or administrative doctrines enacted, promulgated, issued, enforced or entered by any Governmental Body.

Lazard Engagement Letter: means the letter, dated as of April 1, 2020, by and among Lazard Frères & Co. LLC and the Company and its controlled Subsidiaries (as amended, supplemented, amended and restated or otherwise modified from time to time, together with any schedules, exhibits and annexes thereto).

Leased Real Property: has the meaning given to such term in Section 3.23(a) hereof.

Liquidated Damages Payment: has the meaning given to such term in Section 2.3 hereof.

Licenses and Permits: has the meaning given to such term in Section 3.11 hereof.

Liquidity: has the meaning given to such term in the Exit Facility Credit Agreement.

Losses: has the meaning given to such term in Section 9(a) hereof.

Material Adverse Effect: means any event, change, effect, occurrence, development, circumstance, condition, result, state of fact or change of fact (each, an "Event") that, individually or together with all other Events, has had, or would reasonably be expected to have, a material adverse effect on either (a) the business, operations, finances, properties, condition (financial or otherwise), assets or liabilities of the Debtors, taken as a whole, or (b) the ability of the Debtors, taken as a whole, to perform their respective obligations under, or to consummate the transactions contemplated by, this Agreement or any of the other Contemplated Transactions, other than the effect of (A) any change in the United States or foreign economies or securities or financial markets in general; (B) any change that generally affects the industry in which the Debtors operate; (C) any change arising in connection with earthquakes, hurricanes, other natural disasters, hostilities, acts of war, sabotage or terrorism or military actions or any escalation or material worsening of any such hostilities, acts of war, sabotage or terrorism or military actions; (D) any changes in applicable Laws or accounting rules or judicial interpretations; (E) any change resulting from the filing of the Chapter 11 Cases or from any action approved by the Bankruptcy Court so long as such action is not in breach of this Agreement, the RSA, the DIP TL Credit Agreement or either of the DIP Orders; or (F) any change resulting from the public announcement of this Agreement, compliance with terms of this Agreement (excluding any obligation of the Debtors to conduct their businesses and operations in the Ordinary Course of Business) or the consummation of the transactions contemplated hereby.

Material Contract: means any Contract to which any Debtor or any of its Subsidiaries is a party or is bound, or to which any of the property or assets of any Debtor or any of its Subsidiaries is subject, that either (a) is a "material contract," or "plans of acquisition, reorganization, arrangement, liquidation or succession" (as each such term is defined in Item 601(b)(2) or Item 601(b)(10) of Regulation S-K under the Exchange Act), (b) is material to the businesses, operations, assets or financial condition of any Debtor or any of its Subsidiaries (whether or not entered into in the Ordinary Course of Business), or (c) is likely to reasonably involve payments to or by any Debtor or any of its Subsidiaries in excess of $5,000,000 in any 12-month period.

Minimum Liquidity Amount: means the Liquidity the Company has on the Effective Date which shall not be less than $12,500,000 after giving effect to all Exit Payments and the funding of the Rights Offering.

Money Laundering Laws: has the meaning given to such term in Section 3.14(b) hereof.

New Certificate of Incorporation: has the meaning given to such term in Section 7.1(j) hereof.

New Secured Notes Indenture: means the indenture among the Reorganized Company, as issuer, the guarantors party thereto, and the trustee therefor governing the New Secured Notes, to be dated as of the Effective Date, which shall be in form and substance reasonably satisfactory in all respects to the Required Backstop Parties.

New Secured Notes Documents: means, collectively, the New Secured Notes Indenture and any related notes, certificates, agreements, security agreements, collateral documents, documents and instruments (including any amendments, supplements, or modifications of any of the foregoing) related to or executed in connection with the New Secured Notes Indenture.

New Secured Notes Term Sheet: has the meaning given to such term in the recitals hereof.

No Recourse Party: has the meaning given to such term in Section 13.13 hereof.

Non-Defaulting Backstop Party: has the meaning give to such term in Section 1.2(c) hereof.

Non-US Plan: has the meaning given to such term in Section 3.13(e) hereof.

Noteholder Termination Event: has the meaning given to such term in the RSA.

OID: has the meaning given to such term in Section 1.4 hereof.

Order: means any order, writ, judgment, injunction, decree, rule, ruling, directive, stipulation, determination or award made, issued or entered by the Bankruptcy Court or any other Governmental Body, whether preliminary, interlocutory or final.

Ordinary Course of Business: means the ordinary and usual course of normal day-to-day operations of the Debtors and their respective Subsidiaries, consistent with past practices of the Debtors and their respective Subsidiaries, including as to timing and amount, and in compliance with all applicable Laws.

Organizational Documents: means, with respect to any Person other than a natural person, the documents by which such Person was organized (such as a certificate of incorporation, certificate of formation, certificate of limited partnership or articles of organization, and including, without limitation, any certificates of designation for preferred stock or other forms of preferred

equity) or which relate to the internal governance of such Person (such as by-laws, a partnership agreement or an operating, limited liability or members agreement).

Owned Real Property: has the meaning given to such term in Section 3.23(a) hereof.

Owner: has the meaning given to such term in this Section 14.2.

Pension Plan: has the meaning given to such term in Section 3.13(c) hereof.

Permitted Encumbrances: means (a) Encumbrances for utilities and current Taxes not yet due and payable or either (i) that are due but are being contested in good faith by appropriate proceedings or (ii) may not be paid as a result of the commencement of the Chapter 11 Cases, and, in case of each of the foregoing clauses (i) and (ii), for which adequate reserves have been established in the Financial Statements in accordance with GAAP, (b) easements, rights of way, restrictive covenants, encroachments and similar non-monetary encumbrances or non-monetary impediments against any of the assets of the Debtors which do not, individually or in the aggregate, adversely affect the operation of the business of the Debtors or their Subsidiaries thereon, (c) applicable zoning Laws, building codes, land use restrictions and other similar restrictions imposed by Law (but not restrictions arising from a violation of any such Laws) which are not violated by the current use of the assets and properties of the Debtors or any of their Subsidiaries, (d) materialmans', mechanics', artisans', shippers', warehousemans' or other similar common law or statutory liens incurred in the Ordinary Course of Business for sums not yet due and payable or that are due but may not be paid as a result of the commencement of the Chapter 11 Cases and that do not result from a breach, default or violation by a Debtor or any of its Subsidiaries of any Contract or Law, and (e) any obligations, liabilities or duties created by this Agreement or any of the Definitive Documentation.

Person: means an individual, a partnership, a joint venture, a corporation, a limited liability company, a trust, an unincorporated organization or a Governmental Body.

Petition Date: has the meaning given to such term in the recitals hereof.

Plan: has the meaning given to such term in the recitals hereof.

Proceeding: means any action, claim, complaint, petition, suit, arbitration, mediation, alternative dispute resolution procedure, hearing, audit, examination, investigation or other proceeding of any nature, whether civil, criminal, administrative or otherwise, direct or derivative, in Law or in equity.

Purchase Price: means, with reference to any Backstop Notes to be purchased by a Backstop Party pursuant to this Agreement, the aggregate original principal amount of such Backstop Notes.

Put Option Notes: has the meaning given to such term in Section 1.3 hereof.

Real Property: means, collectively, the Owned Real Property, the Leased Real Property, and the Easements.

Real Property Leases: has the meaning given to such term in Section 3.23(c) hereof.

Related Person: means, with respect to any Person, such Person's current and former Affiliates, members, partners, controlling persons, subsidiaries, officers, directors, managers, principals, employees, agents, managed funds, advisors, attorneys, accountants, investment bankers, consultants, representatives and other professionals, together with their respective successors and assigns.

Release: means any spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, dumping, or disposing into the environment (including the abandonment or discarding of barrels, containers, and other receptacles containing any Hazardous Materials).

Representatives: has the meaning given to such term in Section 5.7 hereof.

Required Backstop Parties: means, as of any date of determination, Non-Defaulting Backstop Parties as of such date whose aggregate Backstop Commitment Percentages constitute more than 66-2/3% of the aggregate Backstop Commitment Percentages of all Non-Defaulting Backstop Parties as of such date.

Restructuring Term Sheet: has the meaning given to such term in the recitals hereof.

Rights Offering: has the meaning given to such term in the recitals hereof.

Rights Offering Amount: has the meaning given to such term in the recitals hereof.

Rights Offering Commencement Date: has the meaning given to such term in the Rights Offering Procedures.

Rights Offering Documentation: has the meaning given to such term in Section 5.2 hereof.

Rights Offering Notes: has the meaning given to such term in the recitals hereof.

Rights Offering Participant(s): has the meaning given to such term in the recitals hereof.

Rights Offering Procedures: has the meaning given to such term in Section 1.1(a) hereof.

Rights Offering Record Date: has the meaning given to such term in the Rights Offering Procedures.

Rights Offering Termination Date: has the meaning given to such term in the Rights Offering Procedures.

RSA: has the meaning given to such term in the recitals hereof.

RSA Covenants: has the meaning given to such term in Section 5.11 hereof.

Sanctions: means any sanctions administered or enforced by the U.S. government (including without limitation, the U.S. Department of the Treasury's Office of Foreign Assets Control or the U.S. Department of State), the United Nations Security Council, the European Union, Her Majesty's Treasury or other applicable jurisdictions.

SEC: means the United States Securities and Exchange Commission.

Senior Notes Claims: has the meaning given to such term in the Restructuring Term Sheet.

Solicitation Materials: has the meaning given to such term in the RSA.

Solicitation Order: has the meaning given to such term in the RSA.

Specified Issuances: means, collectively, (a) the issuance of shares of New Common Stock to the holders of Allowed General Unsecured Claims pursuant to the Plan, (b) the distribution by the Company of the Rights to the Rights Offering Participants pursuant to the Plan, (c) the issuance and sale by the Company of Rights Offering Notes to the Rights Offering Participants upon exercise of such Rights in the Rights Offering, (d) the issuance by the Company of shares of New Common Stock in connection with any conversion, in accordance with the terms of the New Certificate of Incorporation and the New Secured Notes Documents, of the Rights Offering Notes that were issued in the Rights Offering, (e) the issuance and sale by the Company of the Backstop Notes to the Backstop Parties pursuant to this Agreement, and (f) the issuance by the Company of shares of New Common Stock in connection with any conversion, in accordance with the terms of the New Certificate of Incorporation and the New Secured Notes Documents, of the Backstop Notes that were issued and sold pursuant to this Agreement.

Specified Issuance Documentation: has the meaning given to such term in Section 5.9(b) hereof.

Specified Issuance Steps: has the meaning given to such term in Section 5.9(a) hereof.

Subsidiary: means, with respect to any Person (the "Owner"), any corporation or other Person of which securities or other interests having the power to elect a majority of that corporation's or other Person's board of directors or similar governing body, or otherwise having the power to direct the business and policies of that corporation or other Person (other than securities or other interests having such power only upon the happening of a contingency that has not occurred), are held by the Owner or one or more of its Subsidiaries.

Subscription Agent: has the meaning given to such term in Section 5.4 hereof.

Tax: means any and all taxes of any kind whatsoever, including all foreign, federal, state, county, or local income, sales and use, excise, franchise, ad valorem, value added, real and personal property, unclaimed property, gross income, gross receipt, capital stock, production, license, estimated, environmental, excise, business and occupation, disability, employment, payroll, severance, withholding or all other taxes or assessments, fees, duties, levies, customs,

tariffs, imposts, obligations and charges of the same or similar nature of the foregoing, including all interest, additions, surcharges, fees or penalties related thereto.

Tax Return: means a report, return, claim for refund, amended return, combined, consolidated, unitary or similar return or other information filed or required to be filed with a Taxing Authority with respect to Taxes, including any schedule or attachment thereto or amendment thereof.

Taxing Authority: means the IRS and any other Governmental Body responsible for the administration of any Tax.

Triggering Event: has the meaning given to such term in Section 2.3 hereof.

Unallocated Notes: means, collectively, (a) 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 timely deliver to the Subscription Agent an AI Questionnaire in accordance with the Rights Offering Procedures) could have purchased if such holders had received Rights if they were Accredited Investors (or had properly completed, duly executed and timely delivered to the Subscription Agent an AI Questionnaire in accordance with the Rights Offering Procedures) and exercised such Rights in the Rights Offering, (b) 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, and (c) any Rights Offering Notes that are not subscribed for and purchased in the Rights Offering on account of any Eligible General Unsecured Claim (or portion thereof) as of the Rights Offering Record Date failing to be an Allowed (as defined in the Rights Offering Procedures) Claim on the date that is one Business Day after the Confirmation Hearing (as defined in the Plan).

Unsubscribed Notes: has the meaning given to such term in the recitals hereof.

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Exhibit B

Backstop Purchase Agreement

[Form of Backstop Purchase Agreement Attached to Backstop Order at Exhibit A to this Plan]

Exhibit C

Exit Facility Term Sheet

Confidential
Subject to FRE 408

HI-CRUSH INC., ET AL.

$25,000,000 SENIOR SECURED ABL FACILITY TERM SHEET

JULY 14, 2020

Reference is made herein to (a) that certain Senior Secured Debtor-In-Possession Credit Agreement dated as of July 14, 2020 (as amended, amended and restated, supplement or otherwise modified, the "DIP ABL Credit Agreement") among Hi-Crush Inc. (the "Borrower"), the lenders and issuing lenders party thereto (the "Lenders") and JPMorgan Chase Bank, N.A., as administrative agent for the Lenders (the "Administrative Agent") and (b) that certain Credit Agreement dated as of August 1, 2018 (as amended, amended and restated, supplement or otherwise modified, the "Prepetition Credit Agreement") among the Borrower, the lenders and issuing lenders party thereto and JPMorgan Chase Bank, N.A., as administrative agent for the Lenders. Capitalized terms used but not defined herein have the meanings assigned to such term in the DIP ABL Credit Agreement.

Term	Description
Borrower:	The Borrower.
Guarantors:	The Guarantors (the Borrower and the Guarantors together, the "Loan Parties"); provided that, for the avoidance of doubt, any person that guarantees the Exit Convertible Notes shall guaranty the Exit ABL Facility.
Administrative Agent	JPMorgan Chase Bank, N.A. shall be the administrative agent and collateral agent for the Exit ABL Lenders (as defined herein) (in such capacity, the "Exit ABL Agent").
Exit ABL Lenders:	The Lenders under the DIP ABL Credit Agreement (in such capacity, the "Exit ABL Lenders" and, together with the Exit ABL Agent, the "Exit ABL Lender Parties").
Documentation:	The Exit ABL Credit Agreement and the other Exit ABL Documents shall be prepared by counsel for the Exit ABL Agent, based upon and giving due regard to the documentation for the Borrower's existing credit agreement, with such changes to substantially reflect the terms and provisions of this Exit Term Sheet in all material respects, to reflect the exit facility nature of the Exit ABL Facility, and shall otherwise be reasonably acceptable to the Exit ABL Lenders and the Debtors in all respects. For the avoidance of doubt, the Exit Note Documents shall not contain any representations, covenants or events of default that are less favorable to the Borrower than the terms of the Exit ABL Documents on the Closing Date, other than any customary terms that reflect the nature of the Exit Notes as secured convertible notes.
Exit ABL Facility:	The Exit ABL Facility shall be a senior secured asset-based revolving loan financing facility provided by the Exit ABL Lenders with aggregate revolving commitments not to exceed $25 million (the "Exit ABL Commitments", and such loans, the "Exit ABL Loans"). After the Closing Date, the Borrower may increase the amount of Exit ABL Commitments by either (a) obtaining increased commitments from one or more

Term	Description
	existing Exit ABL Lenders on a pro rata or non-pro rata basis and/or (b) obtaining commitments from new lenders that are reasonably acceptable to the Exit ABL Agent and issuing banks to the extent that consent of the Exit ABL agent and/or issuing lender would be required for an assignment of Exit ABL Loans or Exit ABL Commitments to such new lender; such increased Exit ABL Commitments shall be on identical terms to the other Exit ABL Commitments under the Exit ABL Facility.
Letters of Credit:	Undrawn letters of credit outstanding under the DIP ABL Credit Agreement as of the Closing Date ("Existing L/Cs") shall be deemed outstanding under the Exit ABL Facility. The Exit ABL Facility shall provide for the issuance or renewal of letters of credit by certain Exit ABL Lenders; provided that the Exit ABL Facility will not permit the aggregate Letter of Credit Exposure to exceed a $25 million aggregate sublimit and fronting limits to be agreed with each issuing lender.
Exit Convertible Notes:	The "Exit Convertible Notes" shall be a senior secured convertible notes issued by the Borrower to the lenders under the DIP Term Loan Facility (the "Exit Noteholders") in an aggregate principal amount not to be less than $40 million or exceed $60 million. The definitive documents governing the Exit Convertible Notes (the "Exit Note Documents") shall be consistent with the terms set forth below and otherwise be reasonably satisfactory to the Required ABL Exit Lenders (such approval not to be unreasonably withheld, delayed or conditioned). The "Exit Note Agent" shall be Cantor Fitzgerald Securities, and together with the Exit Noteholders, shall be the "Exit Noteholder Parties". The Exit Convertible Notes shall be secured by (a) validly perfected first priority security interests in and liens on all of the Exit Note Priority Collateral (as defined herein) and (b) validly perfect second priority security interests in and liens on the Exit ABL Priority Collateral (collectively, the "Exit Note Collateral" and the liens and security interests thereon and therein, the "Exit Note Liens"). Notwithstanding anything to the contrary herein, the Exit Note Documents shall not be acceptable to the Exit ABL Lenders unless (a) the interest rate applicable to the Exit Convertible Notes is no greater than (i) 8% for interest paid in cash and (ii) 10% for interest paid in kind, (b) the Exit Convertible Notes shall not require any amortization or sinking fund payment, (c) cash interest may only be required to be paid to the extent permitted under the terms of the Exit ABL Facility and (d) the Exit Note Documents do not contain events of default, affirmative covenants or negative covenants that are more restrictive on the Loan Parties than the Exit ABL Documents, other than any customary terms that reflect the nature of the Exit Notes as secured convertible notes (the requirements in clauses (a)-(d) above, the "Exit Note Documentation Requirements"). The Exit Note Agent, Exit Noteholders, Exit ABL Agent and Exit ABL Lenders will enter into a customary intercreditor agreement reasonably acceptable to the Exit ABL Agent that reflects the collateral priorities set forth herein.
Purpose:	The proceeds of the Exit ABL Facility shall be used to, among other things: (a) pay fees, interest, payments and expenses associated with the Exit ABL Facility, (b) provide for the ongoing working capital and capital expenditure needs of the Loan Parties and (c) for other general corporate purposes.

Term	Description
Availability:	The Exit ABL Facility shall be subject to the Borrowing Base, and "Availability" shall be equal to the difference between (a) the lesser of (i) the Exit ABL Commitments and (ii) the Borrowing Base (such lesser amount, the "Line Cap") minus (b) the sum of (i) the sum of (A) the aggregate principal amount of Exit ABL Loans and (B) the aggregate Letter of Credit Exposure (the amount of this clause, (i), "Revolving Exposure") and (ii) Reserves.
Available Draw Conditions:	The availability of the Exit ABL Commitments under the Exit ABL Facility shall be subject to conditions as are (a) included in the Prepetition Credit Agreement, and (b) customary for exit facilities and transactions of this type and shall include, among other conditions, that the issuance or renewal of any requested letters of credit shall not cause Availability to be less than $0 and customary anti-cash hoarding provisions.
Borrowing Base:	The "Borrowing Base" shall be an amount equal to the sum of the following: (a) 90% of each Loan Party's Eligible Accounts with respect to investment grade counterparties, plus (b) 85% of each Loan Party's Eligible Accounts with respect to non-investment grade counterparties, plus (c) 100% of each Loan Party's Eligible Cash, minus (d) reserves that the Exit ABL Agent deems necessary in its permitted discretion to maintain. The Borrowing Base shall be determined monthly by reference to the most recently delivered Borrowing Base Certificate; provided that, (i) until the earlier of (A) the date on which Borrower's consolidated monthly financial statements for the 6th month ending after the Closing Date have been delivered to the Exit ABL Agent and (B) the date on which the difference of (1) the Borrowing Base minus (2) Eligible Cash is greater than the sum of (x) the outstanding amount of Exit ABL Loans and (y) Letter of Credit Exposure and (ii) at any time Availability is less than the greater of (A)) $7.5 million and (B) 20% of the Line Cap, the Borrowing Base shall be determined weekly by reference to the most recently delivered Borrowing Base Certificate. "Eligible Accounts" shall be defined in a manner substantively identical to the Borrower's existing credit agreement; provided that the definition of "Specified Account Debtor" shall be amended to comprise Chevron and EOG Resources for so long as each maintains investment grade credit ratings in a manner consistent with the DIP ABL Facility. "Eligible Cash" means the amount of unrestricted cash of the Loan Parties that is (a) held in a segregated account with the Exit ABL Agent and subject to a fully-blocked account control agreement and (b) not subject to liens other than liens in favor of the Exit ABL Agent for the benefit of the secured parties under the Exit ABL Facility, liens in favor of the Exit Note Agent for the benefit of the secured parties under the Exit Convertible Notes that are junior to the liens of the Exit ABL Agent and permitted liens attaching by operation of law in favor of the Exit ABL Agent in its capacity as depository bank. Eligible Cash shall be released by the Exit ABL Agent upon the request of the Borrower in a manner consistent with the DIP ABL Facility subject to a threshold to be agreed.
Field Exams:	The Borrower shall, and shall cause each of its Subsidiaries to, permit the Exit ABL Agent or a third party selected by the Exit ABL Agent to, upon the Exit

Term	Description
	ABL Agent's request, conduct field examinations with respect to any accounts included in the calculation of the Borrowing Base, at reasonable business times and upon reasonable prior notice to the Borrower; provided that (i) the Borrower shall bear the cost of one field examination in any fiscal year and (ii) if Availability is less than the greater of (a) $7.5 million and (b) 20% of the Line Cap, the Borrower shall bear the cost of one additional field examination in any fiscal year; provided further that if an Event of Default has occurred and is continuing, the Borrower shall bear the cost of all field examinations requested by the Exit ABL Agent.
Interest Rates and Fees:	As set forth on Annex A hereto.
Default Rate:	Upon the occurrence and during the continuance of any Event of Default (each as defined in the Exit ABL Credit Agreement), with respect to the principal amount of the outstanding Exit ABL Loans and any overdue amount (including overdue interest), the applicable interest rate plus 2.00% per annum.
Maturity:	The earliest of (a) August 1, 2023 and (b) the date all Exit ABL Loans become due and payable under the Exit ABL Documents, whether by acceleration or otherwise (such date, the "Maturity Date").
Collateral	The obligations of the Loan Parties under the Exit ABL Facility shall be secured by (a) a validly perfected first priority security interest in and lien on the all of the Loan Parties' assets securing any obligations under the Prepetition Credit Agreement ("Exit ABL Priority Collateral" and, the liens and security interests thereon and therein, the "Exit ABL Priority Liens") and (b) a validly perfected second priority security interest in an lien on all of the Loan Parties' assets that do not constitute Exit ABL Priority Collateral (the "Exit Note Priority Collateral" and, together the Exit ABL Priority Collateral, the "Exit ABL Collateral" and the liens and security interests thereon and therein, the "Exit Note Priority Liens" and, together with the Exit ABL Priority Liens, the "Exit ABL Liens"). All of the Exit ABL Liens shall be created on terms and pursuant to documentation satisfactory to the Exit ABL Agent and the Required Exit ABL Lenders in their reasonable discretion.
Cash Dominion:	All cash of the Borrower and its Subsidiaries will be subject to cash dominion (a) at all times during the period beginning on the Closing Date and ending on the date the Borrower's consolidated monthly financial statements for the 6th month ending after the Closing Date have been delivered to the Exit ABL Agent and (b) at any other time that a Covenant/Dominion Trigger Period has occurred and is continuing
Mandatory Prepayments:	The Exit ABL Documents will contain mandatory prepayment provisions customary for exit facilities of this type. Prior to the Maturity Date, the following mandatory prepayments, subject to any applicable intercreditor agreement, shall be required: • Overadvances: Prepayments of the Exit ABL Loans and, to the extent that any portion of such prepayment remains, make deposits into the Cash Collateral Account to provide cash collateral for the Letter of Credit Exposure in an amount equal to the overadvance upon the sum of

Term	Description
	the outstanding principal amount of all Exit ABL Loans and Letter of Credit Exposure exceeding the Line Cap. • Asset Sales: Prepayments of the Exit ABL Loans and, to the extent that any portion of such prepayment remains, make deposits into the Cash Collateral Account to provide cash collateral for the Letter of Credit Exposure in an amount equal to 100% of the net cash proceeds of the sale or other disposition of any Exit ABL Priority Collateral, except for ordinary course and *de minimis* sales and additional exceptions to be agreed on in the Exit ABL Documents and, after making any such prepayment, the Borrower shall deliver a pro forma Borrowing Base Certificate accounting for such asset sale; • Insurance Proceeds: Prepayments of the Exit ABL Loans and, to the extent that any portion of such prepayment remains, make deposits into the Cash Collateral Account to provide cash collateral for the Letter of Credit Exposure in an amount equal to 100% of the net cash proceeds of insurance paid on account of any loss of Exit ABL Priority Collateral subject to exceptions to be agreed on in the Exit ABL Documents and, after making any such prepayment, the Borrower shall deliver a pro forma Borrowing Base Certificate accounting for such loss; and • Incurrence of Indebtedness: Prepayments of the Exit ABL Loans and, to the extent that any portion of such prepayment remains, make deposits into the Cash Collateral Account to provide cash collateral for the Letter of Credit Exposure in an amount equal to 100% of the net cash proceeds of any indebtedness incurred by the Loan Parties or any of their respective subsidiaries after the Closing Date (other than the Exit Convertible Notes and any other indebtedness otherwise permitted under the Exit ABL Documents) to the extent such net cash proceeds are not used to prepay the Exit Convertible Notes, payable no later than the date of receipt. • Consolidated Cash Balance. Prepayments of the Exit ABL Loans in an amount equal to the amount by which the aggregate amount of cash and cash equivalents of the Borrower and its subsidiaries exceeds a threshold to be agreed.
Optional Prepayments:	Prior to the Maturity Date, the Borrower may, (a) upon at least three business days' prior written notice in the case of Eurodollar Loans and (b) upon at least one business days' prior written notice in the case of ABR Loans and, in each case, at the end of any applicable interest period (or at other times with the payment of applicable breakage costs), prepay in full or in part (other than such breakage costs), the Exit ABL Loans.
Representations and Warranties:	The Exit ABL Credit Agreement shall contain such representations and warranties as are (a) included in the Prepetition Credit Agreement and (b) customary for exit facilities and transactions of this type.
Other Covenants	The Exit ABL Credit Agreement shall contain such other affirmative and negative covenants as are (a) included in the Prepetition Credit Agreement and (b) customary for exit facilities and transactions of this type; provided that:

Term	Description
	• Indebtedness. The Loan Parties and their subsidiaries shall not be permitted: o (a) to incur debt for borrowed money other than, (i) after the conversion of the Exit Convertible Notes and the delivery of monthly financial statements for the first 6 months ending after the Closing Date, unsecured debt so long as total leverage, on a pro forma basis for such incurrence (and, to the extent such indebtedness is incurred prior to the delivery of financial statements for four quarters following the Closing Date, to be calculated on an annualized basis) does not exceed 1.00:1.00, (ii) a basket for capital leases and purchase money indebtedness to be agreed, (iii) a general basket to be agreed and (iv) other customary baskets to be agreed; or o (b) to incur secured debt other than (i) the Exit ABL Facility, (ii) the Exit Convertible Notes, (iii) a basket for permitted capital leases and purchase money indebtedness, and (iv) other customary baskets to be agreed. • Restricted Payments. The Loan Parties and their subsidiaries shall not be permitted to make dividends, distributions or repurchases of equity interests, except that Loan Parties may (i) make dividends or distributions to other Loan Parties owning equity of such Loan Parties and subsidiaries of Loan Parties may make dividends or distributions to other subsidiaries of Loan Parties and to Loan Parties owning such subsidiary's equity interests and (ii) make restricted payments subject to customary "payment conditions" to be agreed. • Investments. The Loan Parties and their subsidiaries shall not be permitted to make any investments, except that the Loan Parties and their subsidiaries may (i) make investments in other Loan Parties or subsidiaries of Loan Parties, with investments of Loan Parties in subsidiaries who are not Loan Parties subject to a sublimit to be agreed, (ii) make investments utilizing a general investments basket to be agreed and (iii) make investments subject to customary "payment conditions" to be agreed. • Prepayments of Principal of Indebtedness. (a) The Loan Parties and their subsidiaries shall not be permitted to make optional prepayments or redemptions (including offers to redeem) in respect of principal of indebtedness, including the Exit Convertible Notes (i) prior to the 12 month anniversary of the Closing Date, (ii) after the 12 month anniversary of the Closing Date unless the Loan Parties have Liquidity greater than $12.5 million and the Fixed Charge Coverage Ratio is greater than 1.25:1.00 and (iii) the difference of (A) the Borrowing Base minus (B) Eligible Cash is greater than the sum of (x) the outstanding amount of Exit ABL Loans and (y) Letter of Credit Exposure, in each case, on a pro forma basis for such mandatory prepayment. (b) The Loan Parties and their subsidiaries shall not be permitted to make mandatory prepayment payments or redemptions (including offers to redeem) in respect of the principal of indebtedness unless the Loan Parties have

Term	Description
	Liquidity greater than $12.5 million and the Fixed Charge Coverage Ratio is greater than 1.25:1.00, in each case, on a pro forma basis for such mandatory prepayment. • Payments of Cash Interest. The Loan Parties and their subsidiaries shall not be permitted to make cash interest payments on indebtedness (including the Exit Convertible Notes) (a) prior to the 12 month anniversary of the Closing Date or (b) after the 12 month anniversary of the Closing Date unless (i) the Loan Parties have Liquidity greater than $12.5 million and the Fixed Charge Coverage Ratio is greater than 1.25:1.00 and the difference of (A) the Borrowing Base minus (B) Eligible Cash is greater than the sum of (x) the outstanding amount of Exit ABL Loans and (y) Letter of Credit Exposure, in each case on a pro forma basis for such cash interest payment. • Limitations on Amendments. The Exit ABL Loan Documents shall include a limitation on amendments to the Exit Convertible Notes that are adverse to the Exit ABL Lender Parties.
Financial Covenants:	At all times during the period beginning on the Closing Date and ending on the date the Borrower's consolidated monthly financial statements for the 6th month ending after the Closing Date have been delivered to the Exit ABL Agent, the Borrower shall not permit Liquidity to be less than $10 million (the "Liquidity Covenant"). A financial officer of the Borrower shall certify as to compliance with such requirement weekly concurrently with the delivery of each weekly Borrowing Base Certificate. "Liquidity" shall mean the sum of (a) Availability and (b) Cash and Cash Equivalents for the Loan Parties (other than (i) Cash or Cash Equivalents not held in a Controlled Account, (ii) any Cash or Cash Equivalents pledged to secure any Loan Party's obligations under a letter of credit and (iii) Eligible Cash). Upon the occurrence and during the continuance of a Covenant/Dominion Trigger Period on or after the delivery of consolidated financial statements for the sixth month ending after the Closing Date, the Borrower shall not permit the Fixed Charge Coverage Ratio to be less than 1.00:1.00 as of the last day of the most recent trailing twelve month period then ending for which monthly financial statements have been delivered; provided that the Fixed Charge Coverage Ratio for the sixth, seventh, eighth, ninth, tenth and eleventh months ending after the Closing Date shall be calculated on an annualized basis based on all monthly financial statements delivered after the Closing Date, but on or prior to the date of such calculation. For example, with respect to a testing of the Fixed Charge Coverage Ratio following the delivery of financial statements for the 6th month ending after the Closing Date, but prior to the delivery of financial statements for the 7th month ending after the Closing Date, Fixed Charges and EBITDA will be calculated by multiplying such amounts for such 6 month period by 2 and with respect to a testing of the Fixed Charge Coverage Ratio following the delivery of financial statements for the 7th month ending after the Closing Date, but prior to the delivery of financial statements for the 8th month ending after the Closing Date, Fixed Charges and EBITDA will be calculated by

Term	Description
	multiplying such amounts for such 7 month period by 12/7 and so on until the delivery of financial statements for the 12th month ending after the Closing Date at which time the calculation of Fixed Charges and EBITDA shall be on a trailing 12 month basis. Once such covenant is in effect, the Borrower shall continue to maintain such Fixed Charge Coverage Ratio as of the last date of each month thereafter until such Covenant/Dominion Trigger Period is no longer continuing. "Covenant/Dominion Trigger Period" shall occur at any time that (a) Availability is less than the greater of (i) $7.5 million and (ii) 15% of the Line Cap or (b) an Event of Default has occurred and is continuing. Once commenced, a Covenant/Dominion Trigger Period shall be deemed to be continuing until such time as (x) no Event of Default is continuing and (y) if such Covenant/Dominion Trigger Period resulted from an event specified in the preceding clause (a), Availability equals or exceeds for 30 consecutive days the greater of (1) $7.5 million and (2) 15% of the Line Cap. The definitions of "Fixed Charge Coverage Ratio", "Fixed Charges" and "EBITDA" shall be consistent with the definitions of such terms in the DIP ABL Credit Agreement with changes to be mutually agreed.
Reporting:	The Borrower shall deliver to the Exit ABL Agent and the Exit ABL Lenders: • monthly unaudited consolidated financial statements of the Borrower and its subsidiaries within 30 days after the end of each fiscal month, certified by a financial officer of the Borrower and including an operational report consistent with that delivered under the DIP ABL Credit Agreement; • quarterly unaudited consolidated financial statements of the Borrower and its subsidiaries within 45 days of quarter-end for the first three fiscal quarters of the fiscal year, certified by the Borrower's chief financial officer and including management discussion and analysis; • annual audited consolidated financial statements of the Borrower and its subsidiaries within 120 days of year-end, certified with respect to such consolidated statements by the Borrower's independent certified public accountants and including management discussion and analysis; • concurrently with the delivery of the monthly, quarterly, or annual financial statements above, a Compliance Certificate; provided that each Compliance Certificate delivered in connection with the financial statements referenced above shall contain a reasonably detailed calculation of the Fixed Charge Coverage Ratio as of the end of the period covered by such financial statements regardless of whether the Fixed Charge Coverage Ratio covenant is then in effect. • (a) an annual operating, capital and cash flow budget for the immediately following fiscal year and detailed on a quarterly basis and (b) a copy of the plan and forecast (including a projected consolidated balance sheet, income statement and cash flow statement) of the Borrower for each quarter of the upcoming fiscal year in form reasonably satisfactory to the Exit ABL Agent within 60 days of year-end;

Term	Description
	• a monthly Borrowing Base Certificate and supporting documents within 20 days of the end of each calendar month; provided that, (a) until the earlier of (i) the date on which Borrower's consolidated monthly financial statements for the 6th month ending after the Closing Date have been delivered to the Exit ABL Agent and (ii) the date on which the difference of (A) the Borrowing Base minus (B) Eligible Cash is greater than the sum of (x) the outstanding amount of Exit ABL Loans and (y) Letter of Credit Exposure and (b) at any time Availability is less than the greater of (i) $7.5 million and (ii) 20% of the Line Cap, the Borrower shall deliver a weekly Borrowing Base Certificate and supporting documents within 3 Business Days of the end of each calendar week calculated as of the close of business on the last Business Day of such preceding calendar week; • each weekly Borrowing Base Certificate delivered during the period beginning on the Closing Date and ending on the date the Borrower's consolidated monthly financial statements for the 6th month ending after the Closing Date shall contain a certification and supporting information demonstrating that the Loan Parties have been in compliance with the Liquidity Covenant at all times during such preceding calendar week and, to the extent that, prior to the date on which Borrower's consolidated monthly financial statements for the 6th month ending after the Closing Date have been delivered to the Exit ABL Agent, the Borrower is no longer required to deliver weekly borrowing base certificates, the Borrower shall deliver a certification and supporting information demonstrating that the Loan Parties have been in compliance with the Liquidity Covenant at all times during such preceding calendar week within 3 Business Days of the end of each calendar week; and • all other certificates, reports and notices as are (a) included in the Prepetition Credit Agreement, (b) customary for exit facilities and transactions of this type or (c) required to be provided under the Exit Note Documents.
Conditions Precedent to Exit ABL Facility	The conversion of the DIP ABL Facility into the Exit ABL Facility shall be subject to the satisfaction of conditions precedent (collectively, the "Conditions Precedent"; the date of satisfaction of such conditions, the "Closing Date") including, but not limited to: • each of the Exit Note Documents shall be in form and substance consistent with the Exit Note Documentation Requirements and otherwise reasonably satisfactory to the Exit ABL Lenders, and shall have been executed and delivered by each Loan Party thereto; • the Borrower and its Subsidiaries shall have Liquidity of not less than $12.5 million, • the Borrower and its Subsidiaries shall have Availability of not less than $0; • the conditions precedent under the Exit Note Documents for the funding of any Exit Convertible Notes shall have been satisfied; and

Term	Description
	• the Borrower and its Subsidiaries shall not have more than $70 million of Debt (excluding Debt in respect of undrawn letters of credit) outstanding as of the Closing Date.
Events of Default:	Events of Default shall be customary for exit facilities of this type and include, without limitation: • failure to pay principal or interest on the Exit ABL Loans or any fees under the Exit ABL Facility when due (with a 3 business day grace period for the failure to pay interest or fees); • failure of any representation or warranty of any Loan Party contained in any Exit ABL Document to be true and correct in all material respects when made; • breach of any covenant, provided that certain affirmative covenants may be subject to a thirty (30) day grace period (from the earlier of the date that (i) any Loan Party obtains knowledge of such breach and (ii) any Loan Party receives written notice of such default from the Exit ABL Agent or the Required Exit ABL Lenders); • a cross-default to the Exit Note Documents; • any change in control (the definition of which is to be agreed, but shall include any "change in control" triggering a default or event of default under the Exit Note Documents; and • other defaults as are (a) included in the Prepetition Credit Agreement or (b) customary for exit facilities and transactions of this type.
Remedies:	Customary for exit facilities and transactions of this type
Assignments and Participations:	Customary for exit facilities and transactions of this type; provided, the Borrower will not have consent rights with respect to assignments and participations during the continuance of any Event of Default.
Expenses and Indemnification:	All reasonable, documented, out-of-pocket expenses (limited to (a) reasonable legal fees and reasonable, documented, out-of-pocket expenses of one primary counsel, and one local counsel in each relevant jurisdiction for the Exit ABL Agent; and (b) reasonable legal fees and reasonable, documented, out-of-pocket expenses of one primary counsel, one local counsel in each relevant jurisdiction and one financial advisor for the Exit ABL Lenders) of the Exit ABL Lender Parties incurred in connection with the negotiation and documentation of the Exit ABL Facility with respect to the Loan Parties. In addition, all reasonable, documented, out-of-pocket fees, costs and expenses (including but not limited to reasonable legal fees and documented, out-of-pocket expenses) of the Exit ABL Agent and the Exit ABL Lenders for workout proceedings and enforcement costs associated with the Exit ABL Facility are to be paid by the Borrower. The Borrower will indemnify the Exit ABL Lender Parties, and hold them harmless from and against all reasonable out-of-pocket costs, expenses (including but not limited to reasonable legal fees and expenses) and liabilities arising out of or relating to the transactions contemplated hereby and any actual or proposed use of the proceeds of any loans made under the Exit ABL Facility;

Term	Description
	provided that no such person will be indemnified for costs, expenses or liabilities to the extent determined by a final, non-appealable judgment of a court of competent jurisdiction to have been incurred solely by reason of the gross negligence, bad faith or willful misconduct of such person.
Governing Law:	The Exit ABL Documents shall be governed by, and construed in accordance with, the laws of the State of New York, without regard to the conflict of law principles thereof. Each party to the Exit ABL Documents will waive the rights to trial by jury.
Amendments	All amendments, modifications and waivers of the Exit ABL Documents shall require the consent of the Required Exit ABL Lenders, except in the case of amendments, modifications, or waivers customarily requiring consent from all Exit ABL Lenders, all affected Exit ABL Lenders and/or letter of credit issuing banks. "Required Exit ABL Lenders" shall mean Exit ABL Lenders holding a majority of the aggregate outstanding principal amount of Exit ABL Loans (defined below), Letter of Credit Exposure and any unfunded commitments in respect of the Exit ABL Facility; provided that, as long as there are three or fewer Exit ABL Lenders, Required Exit ABL Lenders shall mean all Exit ABL Lenders.

Annex A

Specific Terms of Exit ABL Facility

Interest Rate: The interest rate applicable to the Exit ABL Loans will be (a) for Eurodollar Loans, 1-month, 2-month, 3-month or 6-month LIBOR, LIBOR floor of 1.00% and (b) for ABR Loans, the Alternate Base Rate plus, in each case, the applicable amount in the grid below. Interest on ABR Loans shall be payable quarterly in arrears and interest on Eurodollar Loans shall be payable in arrears at the end of the Interest Period applicable to such Eurodollar Loans provided that, if the Borrower elects a 6-month interest period for Eurodollar Loans, interest shall be payable every 3 months.

Level	Fixed Charge Coverage Ratio	Eurodollar Loan Applicable Margin	ABR Loan Applicable Margin
I	<1.50:1.00	3.50%	2.50%
II	• 1.50:1.00 and <2.00:1.00	3.25%	2.25%
III	• 2.00:1.00	3.00%	2.00%

The applicable Level shall be adjusted quarterly upon delivery of quarterly financial statements. Until the delivery of quarterly financial statements for the first full fiscal quarter ending after the Closing Date, the Interest Rate shall be determined by reference to Level I. Upon failure to delivery timely quarterly financial statements, the Interest Rate shall be determined by reference to Level I. In the event that financial statements are restated, to the extent that additional interest would have been required in accordance with the restated financials, the Borrower shall pay such additional interest promptly upon demand.

Letter of Credit Fees: Letter of Credit fees equal to the applicable margin with respect to Eurodollar Loans on the aggregate stated amount of each letter of credit outstanding under the Exit ABL Facility payable monthly.

Commitment Fee: 0.50% of the aggregate Unused Commitment of each Exit ABL Lender.

Upfront Fee: 0.50% of the aggregate principal amount of Exit ABL Commitments, payable on the Closing Date.

Exhibit D

Restructuring Support Agreement

Execution Version

THIS RESTRUCTURING SUPPORT AGREEMENT IS NOT AN OFFER, NOR A SOLICITATION FOR AN OFFER, WITH RESPECT TO ANY SECURITIES, NOR IS IT A SOLICITATION OF ACCEPTANCES OF A CHAPTER 11 PLAN WITHIN THE MEANING OF SECTION 1125 OF THE BANKRUPTCY CODE. ANY SUCH OFFER OR SOLICITATION WILL COMPLY WITH ALL APPLICABLE SECURITIES LAWS AND PROVISIONS OF THE BANKRUPTCY CODE.

THIS RESTRUCTURING SUPPORT AGREEMENT IS A PART OF A COMPREHENSIVE COMPROMISE AND SETTLEMENT, EACH ELEMENT OF WHICH IS CONSIDERATION FOR THE OTHER ELEMENTS AND AN INTEGRAL ASPECT OF THE RESTRUCTURING. THIS RESTRUCTURING SUPPORT AGREEMENT IS CONFIDENTIAL AND SUBJECT TO FEDERAL RULE OF EVIDENCE 408. NOTHING IN THIS RESTRUCTURING SUPPORT AGREEMENT SHALL CONSTITUTE OR BE CONSTRUED AS AN ADMISSION OF ANY FACT OR LIABILITY, A STIPULATION OR A WAIVER, AND EACH STATEMENT CONTAINED HEREIN IS MADE WITHOUT PREJUDICE SOLELY FOR SETTLEMENT PURPOSES, WITH A FULL RESERVATION AS TO ALL RIGHTS, REMEDIES, CLAIMS OR DEFENSES OF THE PARTIES.

THE TRANSACTIONS DESCRIBED HEREIN WILL BE SUBJECT TO THE NEGOTIATION AND COMPLETION OF DEFINITIVE DOCUMENTATION INCORPORATING THE TERMS SET FORTH HEREIN, AND THE CLOSING OF ANY TRANSACTION SHALL BE SUBJECT TO THE TERMS AND CONDITIONS SET FORTH IN SUCH AGREED DEFINITIVE DOCUMENTATION.

HI-CRUSH, INC., ET AL.

RESTRUCTURING SUPPORT AGREEMENT

July 12, 2020

This RESTRUCTURING SUPPORT AGREEMENT (together with the exhibits and schedules attached hereto, as each may be amended, restated, supplemented, or otherwise modified from time to time in accordance with the terms hereof, this "Agreement"), dated as of July 12, 2020, is entered into by and among: (i) Hi-Crush Inc. ("Holdco") and its undersigned subsidiaries (collectively with Holdco, the "HCR Entities" and each an "HCR Entity"); and (ii) the undersigned holders (the "Consenting Noteholders") of the 9.500% senior notes (the "Senior Notes") issued by Holdco pursuant to that certain Indenture, dated as of August 1, 2018, by and among Holdco, as issuer, the guarantors party thereto, and U.S. Bank National Association, as trustee (in such capacity, together with any successor transferee, the "Notes Trustee") (as amended, restated, supplemented or otherwise modified, the "Indenture" and, together with all ancillary documents related thereto, the "Senior Notes Documents"), and any holder of Senior Notes that may become in accordance with Section 13 hereof. This Agreement collectively refers to the HCR Entities and the Consenting Noteholders as the "Parties" and each individually as a "Party."

RECITALS

WHEREAS, the Parties have engaged in good faith, arm's-length negotiations regarding certain restructuring transactions (the "Restructuring Transactions") pursuant to the terms and conditions set forth in this Agreement that is consistent with the terms and conditions of the term sheet attached hereto as **Exhibit A** (the "Restructuring Term Sheet")[1];

WHEREAS, it is anticipated that the Restructuring Transactions will be implemented through a prearranged plan of reorganization (as may be amended, restated, supplemented, or otherwise modified from time to time in accordance with its terms and this Agreement, the "Plan") to be consummated in jointly administered voluntary cases commenced by the HCR Entities (the "Chapter 11 Cases") under chapter 11 of title 11 of the United States Code, 11 U.S.C. §§ 101–1532 (the, "Bankruptcy Code"), in the United States Bankruptcy Court for the Southern District of Texas (the "Bankruptcy Court"), pursuant to the Plan, which will be filed by the HCR Entities in the Chapter 11 Cases;

WHEREAS, certain of the HCR Entities' current lenders (the "Existing Lenders", and in such capacities, the "DIP ABL Lenders") and JPMorgan Chase Bank, N.A., as administrative agent (the "Existing Agent", and in such capacity, the "DIP ABL Agent") under that certain Credit Agreement, dated as of August 1, 2018 (as amended, restated, supplemented or otherwise modified from time to time, the "Existing Credit Agreement" and, together with the collateral and ancillary documents related thereto the "Existing Credit Documents") by and among Holdco, as borrower, the guarantors party thereto, the Existing Lenders, and the Existing Agent, have committed to provide a debtor-in-possession superpriority senior secured asset-based revolving loan financing facility (the "DIP ABL Facility") and otherwise extend credit to the HCR Entities during the pendency of the Chapter 11 Cases pursuant to a credit agreement substantially in the form attached as Exhibit 1 to the Restructuring Term Sheet (the "DIP ABL Agreement") and otherwise pursuant to the DIP Orders (as defined herein) and the applicable Definitive Documentation;

WHEREAS, certain Consenting Noteholders or affiliates thereof (in their capacities as such, the "DIP Term Loan Lenders") have committed to provide a debtor-in-possession superpriority secured delayed-draw term loan financing facility (the "DIP Term Loan Facility") and otherwise extend credit to the HCR Entities during the pendency of the Chapter 11 Cases pursuant to a credit agreement substantially in the form attached as Exhibit 2 to the Restructuring Term Sheet (the "DIP TL Credit Agreement" and together with the DIP ABL Agreement, the "DIP Agreements") and otherwise pursuant to the DIP Orders and the applicable Definitive Documentation (as defined herein);

WHEREAS, the DIP ABL Lenders and DIP ABL Agent have committed to refinance the DIP ABL Facility and the obligations thereunder, including any issued and outstanding letters of credit, and to provide post-emergence working capital liquidity to the HCR Entities through a new senior secured asset-based revolving loan facility (including the letter of credit sub-limit,

[1] Unless otherwise noted, capitalized terms used but not immediately defined have the meanings given to such terms elsewhere in this Agreement or in the Restructuring Term Sheet (including any exhibits thereto), as applicable.

the "Exit ABL Facility") on terms consistent with the Restructuring Term Sheet and otherwise pursuant to the applicable Definitive Documentation, and such exit financing will be consummated in conjunction with the Plan; and

WHEREAS, certain Consenting Noteholders or affiliates thereof (in their capacities as such, the "Backstop Parties") have committed to backstop the Rights Offering for the New Secured Convertible Notes on terms consistent with the Restructuring Term Sheet and the term sheet attached as Exhibit 3 to the Restructuring Term Sheet (the "New Secured Notes Term Sheet") and otherwise pursuant to the applicable Definitive Documentation, and such Rights Offering will be consummated in conjunction with the Plan, with the proceeds of such Rights Offering to be used to satisfy in full the DIP TL Obligations and to provide liquidity to the Reorganized Debtors.

NOW, THEREFORE, in consideration of the promises, mutual covenants, and agreements set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each of the Parties, intending to be legally bound, hereby agrees as follows:

AGREEMENT

1. RSA Effective Date. This Agreement shall become effective, and the obligations contained herein shall become binding upon the Parties, upon the first date (such date, the "RSA Effective Date") that:

(a) this Agreement has been executed and delivered by all of the following:

(i) each HCR Entity; and

(ii) Consenting Noteholders holding, in aggregate, at least two-thirds in principal amount of all "claims" (as defined in section 101(5) of the Bankruptcy Code) outstanding under the Senior Notes Documents (the "Senior Notes Claims").

(b) the reasonable and documented fees and expenses of the Ad Hoc Group Advisors invoiced and outstanding as of the date hereof have been paid in full in cash.

2. Exhibits and Schedules Incorporated by Reference. Each of the exhibits attached hereto, including the Restructuring Term Sheet, and any schedules to such exhibits (collectively, the "Exhibits and Schedules") are expressly incorporated herein and made a part of this Agreement, and all references to this Agreement shall include the Exhibits and Schedules. In the event of any inconsistency between this Agreement (excluding the Exhibits and Schedules) and the Exhibits and Schedules, the Exhibits and Schedules shall govern. In the event of any inconsistency between the terms of this Agreement (including the Exhibits and Schedules) and the Plan, the terms of the Plan shall govern.

3. Definitive Documentation.

(a) The definitive documents and agreements governing the Restructuring Transactions (collectively, the "Definitive Documentation") shall include, without limitation:

(i) this Agreement (as amended, modified, or otherwise supplemented);

(ii) the Plan and any exhibit to the Plan or document contained in a supplement to the Plan that is not otherwise identified herein or in the Restructuring Term Sheet;

(iii) the order confirming the Plan (the "Confirmation Order") and any motion or other pleadings related to the Plan, all exhibits thereto, or confirmation of the Plan;

(iv) a disclosure statement and all exhibits thereto with respect to the Plan (the "Disclosure Statement") and the solicitation materials (including the Rights Offering Procedures) with respect to the Plan (the "Solicitation Materials");

(v) the (A) motion by the Debtors seeking an order from the Bankruptcy Court (1) granting approval of the Solicitation Materials and the Disclosure Statement, (2) scheduling a hearing for confirmation of the Plan, and (3) approving the Rights Offering Procedures (such order, the "Solicitation Order"), and (B) Solicitation Order;

(vi) the (A) interim order authorizing the use of cash collateral and approving the DIP ABL Facilities and DIP Term Loan Facility (together, the "DIP Facilities") on terms consistent with the Restructuring Term Sheet and the DIP Agreements (the "Interim DIP Order"), (B) the final order authorizing the use of cash collateral and approving the DIP Facilities on terms consistent with the Restructuring Term Sheet and the DIP Agreements (the "Final DIP Order" and together with the Interim DIP Order, the "DIP Orders"), and (C) any motions or other pleadings or documents to be filed in support of the entry of the DIP Orders;

(vii) the DIP TL Credit Agreement to be entered into in accordance with the Restructuring Term Sheet and the DIP Orders, including any amendments, modifications, or supplements thereto, and together with any related notes, certificates, agreements, security agreements, documents, and instruments (including any amendments, supplements, or modifications of any of the foregoing) related to or executed in connection therewith (collectively, the "DIP TL Documents");

(viii) the DIP ABL Agreement to be entered into in accordance with the Restructuring Term Sheet and the DIP Orders, including any amendments, modifications, or supplements thereto, and together with any related notes, certificates, agreements, letters of credit, security agreements, documents, and instruments (including any amendments, supplements, or modifications of any of the foregoing) related to or executed in connection therewith (collectively, the "DIP ABL Documents" and together with the DIP TL Documents, the "DIP Documents");

(ix) the credit agreement for the Exit ABL Facility (the "Exit ABL Credit Agreement") to be entered into in accordance with the Restructuring Term Sheet, including any amendments, modifications, or supplements thereto, and together with any related notes, certificates, agreements, letters of credit, security agreements, documents, and instruments (including any amendments, modifications, or supplements of any of the foregoing) related to or executed in connection therewith (collectively, the "Exit ABL Documents");

(x) the terms, conditions, and procedures setting forth the method to conduct the Rights Offering (the "Rights Offering Procedures"), and any amendments, modifications, or supplements thereto, and together with any related agreements, documents, or instruments thereto;

(xi) the (A) agreement setting forth (1) the identities of the Backstop Parties (including any third-parties other than Consenting Noteholders) for the Rights Offering and (2) the terms and conditions of the Rights Offering, the Backstop Commitments, and the payment of consideration to the Backstop Parties in exchange for such commitments (as amended, modified, or supplemented, the "Backstop Purchase Agreement"), together with any related agreements, documents, or instruments, and which shall be acceptable to the Consenting Noteholders comprising the Backstop Parties, (B) motion by the Debtors seeking authority from the Bankruptcy Court to enter into the Backstop Purchase Agreement and to satisfy their obligations to the Backstop Parties thereunder (including granting such obligations administrative expense priority status under sections 503(b)(1) and 507(a)(2) of the Bankruptcy Code), together with any other pleadings or documents to be filed in support of such motion, and (C) order of the Bankruptcy Court approving such motion (the "Backstop Order", and together the documents referenced in clauses (A) and (B), the "Backstop Documents");

(xii) the definitive debt documents for the New Secured Convertible Notes, in accordance with the terms and conditions of the New Secured Notes Term Sheet, including any amendments, modifications, or supplements thereto, and together with any related indenture, notes, certificates, agreements, security agreements, documents, and instruments (including any amendments, supplements, or modifications of any of the foregoing) related to or executed in connection therewith (the foregoing documents collectively, the "New Secured Convertible Notes Documents");

(xiii) the new stockholders agreement (which may include an amendment to the existing Holdco stockholder agreement), that shall set forth the rights and obligations of the holders of the common stock to be issued by Reorganized Holdco (the "New Common Stock"), and to which all such holders shall be bound or deemed bound (the "New Stockholders' Agreement"); and

(xiv) the forms of certificates of incorporation, certificates of formation, limited liability company agreements, partnership agreements, or other forms of organizational documents and bylaws for Reorganized Debtors (the "Amended Governance Documents").

(b) Except as set forth herein, the Definitive Documentation (and any modifications, restatements, supplements or amendments to any of them) will, after the RSA Effective Date, remain subject to negotiation and shall, upon completion, contain terms, conditions, representations, warranties, and covenants consistent in all material respects with the terms of this Agreement (including the Exhibits and Schedules) and be in form and substance reasonably satisfactory in all respects to each of: (i) the HCR Entities, and (ii) the Consenting Noteholders (A) who have agreed, as Backstop Parties, to provide Backstop Commitments to fund the Rights Offering under the Backstop Purchase Agreement, as indicated on their respective signature pages hereto, and (B) who represent at least two-thirds of such Backstop Commitments (the "Required Consenting Noteholders").

4. Milestones. The HCR Entities shall implement the Restructuring Transactions in accordance with the following milestones (the "Milestones"); provided that the HCR Entities may extend a Milestone only with the express prior written consent of the Required Consenting Noteholders:

(a) The HCR Entities shall commence the Chapter 11 Cases by filing voluntary petitions under chapter 11 of the Bankruptcy Code with the Bankruptcy Court no later than July 12, 2020 (the "Petition Date").

(b) No later than the date that is five (5) days following the Petition Date, the Bankruptcy Court shall enter the Interim DIP Order approving the DIP Facilities on an interim basis, subject to compliance with Section 3 hereof.

(c) No later than the date that is fourteen (14) days following the Petition Date, the HCR Entities shall file the Plan, the Disclosure Statement, the related Solicitation Materials and the motion seeking entry of the Solicitation Order, which documents shall be subject to compliance with Section 3 hereof.

(d) No later than the date that is twenty-five (25) days following the Petition Date, the Bankruptcy Court shall enter the Final DIP Order approving the DIP Facilities on a final basis, each subject to compliance with Section 3 hereof.

(e) No later than the date that is forty-five (45) days following the Petition Date, the Bankruptcy Court shall enter (i) the Backstop Order approving the Backstop Purchase Agreement and other Backstop Documents, and (ii) the Solicitation Order approving the Solicitation Materials and Rights Offering Procedures, each subject to compliance with Section 3 hereof.

(f) No later than the date that is seventy-five (75) days following the Petition Date, the Bankruptcy Court shall enter the Confirmation Order, which order shall be subject to compliance with Section 3 hereof.

(g) No later than the date that is ninety (90) days following the Petition Date, the effective date of the Plan (the "Effective Date") shall occur.

5. Commitment of Consenting Noteholders. Each Consenting Noteholder shall (severally and not jointly and severally) from the RSA Effective Date until the occurrence of a Termination Date (as defined in Section 11):

(a) support and cooperate with the HCR Entities and make commercially reasonable efforts to consummate the Restructuring Transactions in accordance with the Plan and the terms and conditions of this Agreement, the Restructuring Term Sheet, and the other Definitive Documentation (but without limiting the applicable consent and approval rights provided in this Agreement and the Definitive Documentation), by: (i) voting all of its Claims and Interests, as applicable, now or hereafter owned by such Consenting Noteholder (or for which such Consenting Noteholder now or hereafter serves as the nominee, investment manager, or advisor for holders thereof) to accept the Plan; (ii) timely returning a duly-executed ballot in connection therewith; and (iii) not "opting out" of or objecting to any releases, indemnity and exculpation under the Plan (and to the extent required by the ballot, affirmatively "opting in" to such releases, indemnity and exculpation) (except such Consenting Noteholder shall no

longer be prohibited from "opting out" of, or required to "opt in" to, granting such a release, indemnity, or exculpation to any Party that has materially breached or terminated this Agreement);

(b) support and, as applicable, take all reasonable actions necessary to implement and consummate, the Rights Offering, including to the extent such Consenting Noteholder is a Backstop Party, the funding of any commitments under the Backstop Documents, in each case subject further to the terms and conditions of the Backstop Documents;

(c) not, directly or indirectly, seek, support, negotiate, engage in any discussions relating to, or solicit an Alternative Transaction (as defined below);

(d) not withdraw, amend, or revoke (or cause to be withdrawn, amended, or revoked) its tender, consent, or vote with respect to the Plan; provided however, that upon the occurrence of a Termination Date all tenders, consents, and votes tendered by the 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;

(e) support, and not object to, or delay or impede, or take any other action to interfere, directly or indirectly, with the Restructuring Transactions;

(f) support, and not object to, or delay or impede, or take any other action to interfere, directly or indirectly, with the entry by the Bankruptcy Court of any of the DIP Orders, the Backstop Order, the Solicitation Order, or the Confirmation Order; and

(g) to the extent any legal or structural impediment arises that would prevent, hinder, or delay the consummation of the Restructuring Transactions, negotiate in good faith appropriate additional or alternative provisions to address any such impediment; provided that the economic outcome for the Parties, the anticipated timing of the closing and other material terms of this Agreement must be substantially preserved in any such alternate provisions.

Notwithstanding the foregoing, in the event that (i) the Bankruptcy Court does not approve the releases and exculpation as described in the Restructuring Term Sheet pursuant to the Plan and the Confirmation Order and (ii) this Agreement has not been terminated as of the date of entry of the Confirmation Order, then each Consenting Noteholder covenants and agrees to support and not object to the Reorganized Debtors providing such releases and exculpation (and, to the extent applicable, take reasonable steps to cause the Reorganized Debtors to provide such releases and exculpation) as promptly as reasonably possible after the occurrence of the date on which the Restructuring Transactions are substantially consummated in accordance with the terms and conditions of the Definitive Documentation (and each Consenting Noteholder covenants and agrees not to object to, delay, impede, or take any other action (including to

instruct or direct any other person or entity) to interfere with the prompt consummation thereof), which covenants and agreements shall survive the occurrence of the Termination Date.

Further, notwithstanding the foregoing, (i) nothing in this Agreement and neither a vote to accept the Plan by any Consenting Noteholder nor the acceptance of the Plan by any Consenting Noteholder shall (x) be construed to prohibit any Consenting Noteholder from contesting whether any matter, fact, or thing is a breach of, or is inconsistent with, this Agreement or the Definitive Documentation, or exercising any consent rights provided with respect to the Required Consenting Noteholders hereunder or its rights or remedies specifically reserved herein or in the Senior Notes Documents, the DIP TL Documents, or the Definitive Documentation; (y) be construed to prohibit or limit any Consenting Noteholder from appearing as a party-in-interest in any matter to be adjudicated in the Chapter 11 Cases, so long as, from the RSA Effective Date until the occurrence of a Termination Date, such appearance and the positions advocated in connection therewith are not inconsistent with this Agreement, are not prohibited by this Agreement and are not for the purpose of hindering, delaying, or preventing the consummation of the Restructuring Transactions; or (z) limit the ability of a Consenting Noteholder to sell or enter into any transactions in connection with any Claims, Interests or any other claims against or interests in the HCR Entities, subject to Section 13 of this Agreement, and (ii) except as otherwise expressly provided in this Agreement, nothing in this Agreement shall require any Consenting Noteholder to incur any expenses, liabilities, or other obligations, or agree to any commitments, undertakings, concessions, indemnities, or other arrangements that would reasonably be expected to result in expenses, liabilities, or other obligations to any Consenting Noteholder.

6. Commitment of the HCR Entities.

(a) Subject to clause (c) of this Section 6, the HCR Entities shall, from the RSA Effective Date until the occurrence of a Termination Date:

(i) (A) support and take all reasonable actions necessary to implement and consummate the Restructuring in as timely a manner as practicable under applicable law and on the terms and conditions contemplated by this Agreement, the Restructuring Term Sheet, and the Definitive Documentation, (B) not take any actions, directly or indirectly, inconsistent with this Agreement, the Restructuring Term Sheet, or the Definitive Documentation, and (C) negotiate in good faith, execute, perform its obligations under, and consummate the transactions contemplated by, the Definitive Documentation to which it is (or will be) a party;

(ii) timely file a formal objection, in form and substance reasonably acceptable to the Required Consenting Noteholders, to any motion filed with the Bankruptcy Court by a third-party seeking the entry of an order (A) directing the appointment of a trustee or examiner with enlarged powers beyond those set forth in sections 1106(a)(3) and (4) of the Bankruptcy Code with respect to any HCR Entity, any of their subsidiaries, or their respective properties,

(B) converting the Chapter 11 Cases to cases under chapter 7 of the Bankruptcy Code, (C) dismissing the Chapter 11 Cases, (D) modifying or terminating the HCR Entities' exclusive right to file or solicit acceptances of a plan of reorganization; (E) challenging the validity, enforceability, perfection, or priority of, or seeking avoidance or subordination of, any portion of the DIP Term Loan Claims, DIP ABL Claims, or the Senior Notes Claims, as applicable, or asserting any other cause of action against or with respect or relating to such claims or any liens securing such claims (if applicable); or (F) that would hinder, impede, or delay the implementation of the Restructuring as contemplated by this Agreement;

(iii) timely comply with all Milestones;

(iv) to the extent that any legal or structural impediment arises that would prevent, hinder, or delay the consummation of the transactions contemplated in this Agreement or the Plan, negotiate in good faith appropriate additional or alternative provisions to address any such impediment, in consultation with the Required Consenting Noteholders; provided, however, that the economic outcome for the Parties, the anticipated timing of confirmation and the effective date of the Plan, and other material terms as contemplated herein and in the Plan must be substantially preserved, as determined by the Required Consenting Noteholders, in their sole discretion;

(v) not sell, or file any motion or application seeking to sell, any assets other than in the ordinary course of business without the prior written consent of the Required Consenting Noteholders (not to be unreasonably withheld or delayed);

(vi) (A) not make or declare any dividends, distributions, or other payments on account of its equity and (B) ensure that Holdco does not make any transfers (whether by dividend, distribution, or otherwise) to any direct or indirect parent entity or shareholder of Holdco and that no other HCR Entity makes any transfers (whether by dividend, distribution, or otherwise) to any direct or indirect parent entity or shareholder of Holdco;

(vii) maintain their good standing under the laws of the state or other jurisdiction in which they are incorporated or organized;

(viii) promptly notify the Consenting Noteholders and Ad Hoc Group Advisors in writing of the commencement of any governmental or third party complaints, litigations, investigations, or hearings (or

communications indicating that the same may be contemplated or threatened);

(ix) if the HCR Entities know of a breach by any Party of such Party's obligations, undertakings, representations, warranties, or covenants set forth in this Agreement, furnish prompt written notice (and in any event within two (2) business days of such actual knowledge) to the Consenting Noteholders and Ad Hoc Group Advisors;

(x) consult with and provide to the Ad Hoc Group Advisors any proposed treatments, amendments, or modifications with respect to any Railcar Lease to which the Required Consenting Noteholders are entitled to consent per the terms of this Agreement and the Restructuring Term Sheet;

(xi) not grant, agree to grant or make any payment on account of (including pursuant to a key employee retention plan, key employee incentive plan, or other similar agreement or arrangement) any additional or any increase in the wages, salary, bonus, commissions, retirement benefits, pension, severance or other compensation or benefits (including in the form of any vested or unvested Interests in Holdco or any other equity interest of any kind or nature) of any director, manager, officer, or management- or executive-level employee of any of the HCR Entities without the prior written consent of the Required Consenting Noteholders (not to be unreasonably withheld or delayed);

(xii) not (a) enter into, adopt, or establish any new compensation or benefit plans or arrangements (including employment agreements and any retention, success, or other bonus plans), or (b) amend or terminate any existing compensation or benefit plans or arrangements (including employment agreements), except in the case of this clause (b) as required by Law or the terms of the benefit plan or arrangement, in each case, without the prior written consent of the Required Consenting Noteholders (not to be unreasonably withheld or delayed);

(xiii) not incur or commit to incur any capital expenditures, other than capital expenditures that are contemplated by the DIP Budget;

(xiv) pay in cash (A) prior to the Petition Date, all reasonable and documented fees and expenses accrued prior to the Petition Date for which invoices or receipts are furnished by the Ad Hoc Group Advisors, (B) after the Petition Date, subject to any applicable orders of the Bankruptcy Court but without the need to file fee or retention applications, all reasonable and documented fees and expenses incurred prior to (to the extent not previously paid) on

and after the Petition Date from time to time by the Ad Hoc Group Advisors, but in any event within five business days of delivery to the HCR Entities of any applicable invoice or receipt, and (C) on the Effective Date, reimbursement to the Ad Hoc Group Advisors for all reasonable and documented fees and expenses incurred and outstanding in connection with the Restructuring Transactions (including any estimated fees and expenses estimated to be incurred through the Effective Date pursuant to the terms and conditions of the Plan); and

(xv) not terminate the applicable engagement agreements of, and not breach the reimbursement obligations owed to, the Ad Hoc Group Advisors.

(b) The HCR Entities shall not, directly or indirectly, at any time prior to consummation of the Restructuring Transactions, solicit, encourage or initiate any offer or proposal from, or actively negotiate term sheets or other definitive documentation, or enter into any agreement (other than a confidentiality agreement permitted under this Section 6(b)) with, any person or entity concerning any actual or proposed transaction involving any or all of any dissolution, winding up, liquidation, reorganization (including a competing plan of reorganization or other financial and/or corporate restructuring of the HCR Entities), assignment for the benefit of creditors, transaction, merger, consolidation, tender offer, exchange offer, business combination, joint venture, partnership, sale of a material portion of assets, sale, issuance, or other disposition of any equity or debt interests, financing (debt (including any alternative debtor-in-possession financing other than under the DIP Facilities) or equity), or recapitalization or restructuring of any of the Debtors (including, for the avoidance of doubt, a transaction premised on a sale of a material portion of assets under section 363 of the Bankruptcy Code), other than the Restructuring Transactions (each, an "Alternative Transaction"); provided, however, that if any of the HCR Entities receives a proposal or expression of interest regarding any Alternative Transaction from the RSA Effective Date until the occurrence of a Termination Date, the HCR Entities shall, (A) within twenty-four (24) hours, (i) notify counsel to the other Parties of any proposals for, or expressions of interest in, an Alternative Transaction, with such notice to include the material terms thereof, including the identity of the person or group of persons involved, and (ii) furnish counsel to the other Parties with copies of any written offer, oral offer, or any other information that they receive relating to the foregoing and shall promptly inform counsel to the other Parties of any material changes to such proposals, and (B) not enter into any confidentiality agreement with a party interested in an Alternative Transaction unless such party consents to identifying and providing to counsel to the Parties (under a reasonably acceptable confidentiality agreement) the information contemplated under this Section 6(b).

(c) Notwithstanding anything to the contrary in this Agreement, nothing in this Agreement shall require the HCR Entities or any directors, officers, managers, or members of the HCR Entities, each in its capacity as a director, officer, manager, or member of the HCR Entities, to take any action or to refrain from taking any action, to the extent inconsistent with the exercise of its fiduciary duties they have under applicable law, rule, or regulation (as reasonably determined by them in good faith after receiving advice from outside counsel).

(d) From and after the RSA Effective Date, the HCR Entities will operate the business of the HCR Entities in the ordinary course (subject to the terms of the DIP Budget) and keep the Consenting Noteholders reasonably informed about the operations of the HCR Entities (provided, that any transaction (or series of related transactions) in an amount exceeding $5 million is deemed not to be in the ordinary course of business for purposes of this Section 6(d) and the HCR Entities shall be required to obtain the consent of the Required Consenting Noteholders to effectuate such transaction (or series of related transactions)), and the HCR Entities shall provide to the Ad Hoc Group Advisors, and shall direct its employees, officers, advisors, and other representatives to provide the Ad Hoc Group Advisors, (A) reasonable access (without any material disruption to the conduct of the HCR Entities' businesses) to the HCR Entities' books and records during normal business hours; (B) reasonable access to the management and advisors of the HCR Entities during normal business hours; and (C) timely and reasonable responses to all reasonable diligence requests, in each case, for the purposes of evaluating the HCR Entities' assets, liabilities, operations, businesses, finances, strategies, prospects, and affairs.

7. Noteholder Termination Events. The obligations of the Consenting Noteholders under this Agreement shall automatically terminate upon the occurrence of any of the following events, unless waived, in writing, by the Required Consenting Noteholders on a prospective or retroactive basis (each, a "Noteholder Termination Event"):

(a) the failure to meet any of the Milestones unless (i) such failure is the result of any act, omission, or delay on the part of the Consenting Noteholders, as the case may be, in violation of their obligations under this Agreement or (ii) such Milestone is extended in accordance with Section 4 of this Agreement; provided that, a Party in breach of any of its respective undertakings, obligations, representations, warranties, or covenants set forth in this Agreement cannot enforce this Section 7(a);

(b) the occurrence of a material breach of this Agreement by any HCR Entity that has not been cured (if susceptible to cure) before the earlier of (i) five (5) business days after written notice to the HCR Entities of such material breach from the Required Consenting Noteholders, as the case may be, asserting such termination and (ii) one (1) calendar day prior to any

proposed Effective Date; provided, that for the avoidance of doubt, any breach of Sections 6(a)(xi), 6(a)(xii) or 6(a)(xiii) shall constitute a material breach;

(c) the conversion of one or more of the Chapter 11 Cases to a case under chapter 7 of the Bankruptcy Code;

(d) the dismissal of one or more of the Chapter 11 Cases;

(e) the appointment of a trustee, receiver, or examiner with expanded powers beyond those set forth in section 1106(a)(3) and (4) of the Bankruptcy Code in one or more of the Chapter 11 Cases;

(f) (i) any Definitive Documentation does not comply with Section 3 of this Agreement or (ii) any other document or agreement necessary to consummate the Restructuring Transactions is not satisfactory or reasonably satisfactory (as applicable) to the Required Consenting Noteholders;

(g) the HCR Entities (i) amend or modify, or file a pleading seeking authority to amend or modify, any Definitive Documentation in a manner that is materially inconsistent with this Agreement; (ii) suspend, withdraw, or revoke their support for the Restructuring Transactions; (iii) actively negotiate term sheets or other definitive documentation regarding an Alternative Transaction; or (iv) publicly announce their intention to take any such action listed in clauses (i) through (iii) of this subsection;

(h) any HCR Entity (i) files or publicly announces that it will file any plan of reorganization other than the Plan or (ii) withdraws or publicly announces its intention not to support the Plan;

(i) any HCR Entity files any motion or application seeking authority to sell any material assets without the prior written consent of the Required Consenting Noteholders, or such motion or application is inconsistent with the commitments set forth in Sections 6 hereof;

(j) the issuance by any governmental authority, including the Bankruptcy Court, any regulatory authority, or any other court of competent jurisdiction, of any ruling or order enjoining the substantial consummation of any of the Restructuring Transactions, which ruling or order has become final and non-appealable;

(k) the Bankruptcy Court enters any order authorizing the use of cash collateral or post-petition financing that is not in the form of the applicable DIP Orders or otherwise consented to by the Required Consenting Noteholders (such consent not to be unreasonably withheld);

(l) the occurrence of any Event of Default under the DIP Orders or the DIP TL Credit Agreement or DIP ABL Credit Agreement (as defined therein, respectively), as applicable, that has not been cured (if susceptible to cure) or waived by the applicable percentage of DIP Term Loan Lenders or DIP ABL Lenders, as applicable, in accordance with the terms of the DIP TL Credit Agreement or DIP ABL Credit Agreement, as applicable;

(m) the termination of the Backstop Purchase Agreement in accordance with the Backstop Documents;

(n) the HCR Entities seek to, or file any motion or application, including in connection with the Plan, seeking authority to, reject, assume, assume and assign, amend, supplement, or modify any Railcar Lease or other material executory contract or unexpired lease, without the prior written consent of the Required Consenting Noteholders (such consent not to be unreasonably withheld);

(o) the HCR Entities assume, assume and assign, amend, supplement or modify any Railcar Lease, or enter into any new agreement or arrangement with the Railcar Lessors on a post-petition basis without the prior written consent of the Required Consenting Noteholders (such consent not to be unreasonably withheld);

(p) a breach by any HCR Entity of any representation, warranty, or covenant of such HCR Entity set forth in Section 17 of this Agreement that could reasonably be expected to have a material adverse impact on the consummation of the Restructuring Transactions that (to the extent curable) has not been cured before the earlier of (i) five (5) business days after the receipt by the HCR Entities of written notice and description of such breach from any other Party and (ii) one (1) calendar day prior to any proposed Effective Date;

(q) either (i) any HCR Entity, or any other party acting on behalf, of the HCR Entities, files a motion, application, or adversary proceeding (or any HCR Entity supports any such motion, application, or adversary proceeding filed or commenced by any third party) challenging the validity, enforceability, perfection, or priority of, or seeking avoidance or subordination of, any portion of the DIP Term Loan Claims or the Senior Notes Claims or asserting any other cause of action against the DIP Term Loan Lenders or the Consenting Noteholders and/or with respect or relating to such DIP Term Loan Claims or Senior Notes Claims, each as applicable; or (ii) the Bankruptcy Court (or any court with jurisdiction over the Chapter 11 Cases) enters an order that could reasonably be expected to have a material adverse impact on the consummation of the Restructuring Transactions and such order has become final and non-appealable;

(r) any HCR Entity terminates its obligations under and in accordance with Section 8 of this Agreement;

(s) the Bankruptcy Court enters an order in the Chapter 11 Cases terminating any of the HCR Entities' exclusive right to file a plan or plans of reorganization or to solicit acceptances thereof pursuant to section 1121 of the Bankruptcy Code;

(t) the Bankruptcy Court enters an order granting relief from the automatic stay imposed by section 362 of the Bankruptcy Code authorizing any party to proceed against any material asset of any of the HCR Entities that would materially and adversely affect any of the HCR Entities' ability to operate their businesses in the ordinary course;

(u) the commencement of an involuntary case against any HCR Entity or any HCR Entity's foreign subsidiaries and affiliates or the filing of an involuntary petition seeking bankruptcy, winding up, dissolution, liquidation, administration, moratorium, reorganization or other relief in respect of such HCR Entity or such HCR Entity's foreign subsidiaries and affiliates, or their debts, or of a substantial part of their assets, under any federal, state or foreign bankruptcy, insolvency, administrative receivership or similar law now or hereafter in effect, provided, that such involuntary proceeding is not dismissed or converted by the HCR Entities to a voluntary case within a period of thirty (30) days after the filing thereof, or if any court grants the relief sought in such involuntary proceeding;

(v) any HCR Entity (i) voluntarily commences any case or files any petition seeking bankruptcy, winding up, dissolution, liquidation, administration, moratorium, reorganization or other relief under any federal, state, or foreign bankruptcy, insolvency, administrative receivership or similar law now or hereafter in effect except the voluntary case contemplated under this Agreement, (ii) consents to the institution of, or failing to contest in a timely and appropriate manner, any involuntary proceeding or petition described above, (iii) files an answer admitting the material allegations of a petition filed against it in any such proceeding, (iv) applies for or consents to the appointment of a receiver, administrator, administrative receiver, trustee, custodian, sequestrator, conservator or similar official, (v) makes a general assignment or arrangement for the benefit of creditors or (vi) takes any corporate action for the purpose of authorizing any of the foregoing;

(w) if (i) any of the DIP Orders or the Backstop Order are reversed, stayed, dismissed, vacated, reconsidered, modified, or amended without the consent of the Required Consenting Noteholders, or (ii) a motion for reconsideration, reargument, or rehearing with respect to any such order

has been filed and the HCR Entities have failed to timely object to such motion;

(x) if (i) the Solicitation Order or the Confirmation Order are reversed, stayed, dismissed, vacated, reconsidered, modified, or amended without the consent of the Required Consenting Noteholders, or (ii) a motion for reconsideration, reargument, or rehearing with respect to any such order has been filed and the HCR Entities have failed to timely object to such motion;

(y) the occurrence of the Maturity Date (as defined in either the DIP TL Credit Agreement or in the DIP ABL Agreement, as applicable) without the Plan having been substantially consummated; or

(z) at any time after the RSA Effective Date but prior to the Effective Date, Mr. Robert Rasmus ceases to serve as Chief Executive Officer of Holdco for any reason; provided, that a Noteholder Termination Event shall not occur under this Section 7(z) if, within three (3) business days of the date that Mr. Rasmus ceases to serve as Chief Executive Officer for any reason, the board of directors, managing members or other governing body of each HCR Entity, as applicable, appoints Mr. Ryan Omohundro, of Alvarez & Marsal North America, LLC (or such other person acceptable to the Required Consenting Noteholders), to the position of Chief Restructuring Officer (the "CRO") of each of the HCR Entities and bestows upon the CRO all duties and responsibilities customarily associated with such position, including, without limitation, the duties and responsibilities exercised by Mr. Rasmus as of the RSA Effective Date.

For the avoidance of doubt, subject to Section 9, any written waiver of the occurrence of a Noteholder Termination Event granted in writing by the Required Consenting Noteholders shall bind all Consenting Noteholders with respect to such written waiver.

8. HCR Entities' Termination Events. Each HCR Entity may, upon notice to the Consenting Noteholders, terminate its obligations under this Agreement upon the occurrence of any of the following events (each, a "HCR Termination Event"), subject to the rights of the HCR Entities to fully or conditionally waive, in writing, on a prospective or retroactive basis, the occurrence of a HCR Termination Event:

(a) a breach by a Consenting Noteholder (such Consenting Noteholder in breach, a "Defaulting Noteholder") of any obligation, representation, warranty, or covenant of such Consenting Noteholder set forth in this Agreement that could reasonably be expected to have a material adverse impact on the consummation of the Restructuring Transactions that (to the extent curable) has not been cured before the earlier of (i) five (5) business days after notice to all Parties of such breach and a description thereof and (ii) one (1) calendar day prior to any proposed Effective Date; provided, however, notwithstanding the foregoing, it shall not be a HCR

Termination Event if the non-breaching Consenting Noteholders hold more than two-thirds in principal amount of the Senior Notes Claims;

(b) if the board of directors of any HCR Entity determines, and notifies the Ad Hoc Group Advisors within twenty-four (24) hours of such determination, after receiving advice from outside counsel, that (i) proceeding with the Restructuring Transactions (including, without limitation, the Plan or solicitation of the Plan) would be inconsistent with the exercise of its fiduciary duties, or (ii) an Alternative Transaction is more favorable than the Plan and continued support of the Plan would be inconsistent with the exercise of its fiduciary duties; provided, that the HCR Entities shall give the Consenting Noteholders not less than three (3) Business Days' prior written notice before exercising the termination right in accordance with this Section 8(b); or

(c) the issuance by any governmental authority, including the Bankruptcy Court, any regulatory authority, or any other court of competent jurisdiction, of any ruling or order enjoining the substantial consummation of any of the Restructuring Transactions, which ruling or order has become final and non-appealable; provided, however, that the HCR Entities have made commercially reasonable, good faith efforts to cure, vacate, or have overruled such ruling or order prior to terminating this Agreement.

9. Individual Termination. Any Consenting Noteholder may terminate this Agreement as to itself only, upon written notice to the other Parties, in the event that:

(a) such Consenting Noteholder has transferred all (but not less than all) of its Senior Notes Claims in accordance with Section 13 of this Agreement (such termination shall be effective on the date on which such Consenting Noteholder has effected such transfer, satisfied the requirements of Section 13 and provided the written notice required above in this Section 9); or

(b) this Agreement is amended without its consent in such a way as to alter any of the material terms hereof in a manner that is disproportionately adverse to such Consenting Noteholder as compared to similarly situated Consenting Noteholders by giving ten (10) Business Days' written notice to the HCR Entities and the other Consenting Noteholders; provided, that such written notice shall be given by the applicable Consenting Noteholder within five (5) Business Days of such amendment, filing, or execution.

10. Mutual Termination; Automatic Termination. This Agreement and the obligations of all Parties hereunder may be terminated by mutual written agreement by and among Holdco, on behalf of itself and each other HCR Entity and the Required Consenting Noteholders. Notwithstanding anything in this Agreement to the contrary, this Agreement shall terminate automatically without further required action upon the occurrence of the Effective Date.

11. Effect of Termination.

(a) The earliest date on which termination of this Agreement as to a Party is effective in accordance with Sections 7, 8, 9 or 10 of this Agreement shall be referred to, with respect to such Party, as a "Termination Date".

(b) Upon the occurrence of a Termination Date, the terminating Party's obligations under this Agreement shall be terminated effective immediately, and such Party or Parties shall be released from its commitments, undertakings, and agreements; provided, however, that each of the following shall survive any such termination: (a) any claim for breach of this Agreement that occurs prior to such Termination Date, and all rights and remedies with respect to such claims shall not be prejudiced in any way; and (b) Sections 2, 11, 15 (for purposes of enforcement of obligations accrued through the Termination Date), 16, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 29, with respect to the last sentence of 31, 32, 33, 35, 36 and 37. The automatic stay imposed by section 362 of the Bankruptcy Code shall not prohibit a Party from taking any action necessary to effectuate the termination of and otherwise enforce this Agreement pursuant to and in accordance with the terms hereof.

12. Cooperation and Support. The HCR Entities shall provide draft copies of all material "first day" motions, applications, and other material documents related to the Definitive Documentation that any HCR Entity intends to file with the Bankruptcy Court in any of the Chapter 11 Cases to the Ad Hoc Group Advisors at least three (3) calendar days (or as soon as is reasonably practicable under the circumstances) prior to the date when such HCR Entity intends to file such document, and shall consult in good faith with such counsel regarding the form and substance of any such proposed filing; provided that all such "first day" and other material motions, applications, and other documents that any HCR Entity intends to file with the Bankruptcy Court in any of the Chapter 11 Cases (other than the Definitive Documentation) shall be in the form and substance reasonably satisfactory to the Required Consenting Noteholders. The HCR Entities will use reasonable efforts to provide draft copies of all other material pleadings any HCR Entity intends to file with the Bankruptcy Court to the Ad Hoc Group Advisors at least three (3) calendar days prior to filing such pleading (or as soon as is reasonably practicable under the circumstances), and shall consult in good faith with such counsel regarding the form and substance of any such proposed pleading. For the avoidance of doubt, the Parties agree, consistent with clause (b) of Section 3 hereof, (a) to negotiate in good faith the Definitive Documentation that is subject to negotiation and completion on the RSA Effective Date and (b) that, notwithstanding anything herein to the contrary, the Definitive Documentation, including any motions or orders related thereto, shall be consistent with this Agreement and

otherwise subject to the applicable consent rights of the Consenting Noteholders set forth in clause (b) of Section 3.

13. Transfers of Claims.

(a) No Consenting Noteholder shall (i) sell, transfer, assign, pledge, grant a participation interest in, or otherwise dispose of, directly or indirectly, any of its right, title, or interest in respect of any of such Consenting Noteholder's Senior Notes Claims in whole or in part, or (ii) deposit any of such Consenting Noteholder's Senior Notes Claims into a voting trust, or grant any proxies, or enter into a voting agreement with respect to any such claims (the actions described in Clauses (i) and (ii) are collectively referred to herein as a "Transfer" and the Consenting Noteholder making such Transfer is referred to herein as the "Transferor"), unless such Transfer is to or with another Consenting Noteholder or any other entity (a "Transferee") that first agrees in writing to be bound by the terms of this Agreement by executing and delivering to the HCR Entities and the Ad Hoc Group Advisors a Transferee Joinder substantially in the form attached hereto as **Exhibit B** (the "Transferee Joinder"). With respect to Senior Notes Claims held by the relevant Transferee upon consummation of a Transfer in accordance herewith, such Transferee is deemed to make all of the representations, warranties, and covenants of a Consenting Noteholder set forth in this Agreement as of the date of such Transfer. Upon compliance with the foregoing, the Transferor shall be deemed to relinquish its rights and be released from its obligations (except for any claim for breach of this Agreement that occurs prior to such Transfer and any remedies with respect to such claim) under this Agreement to the extent of such transferred rights and obligations.

(b) Notwithstanding anything herein to the contrary, (i) the foregoing Clause (a) of this Section 13 shall not preclude any Consenting Noteholder from transferring Senior Notes Claims to affiliates of such Consenting Noteholder (each, a "Consenting Noteholder Affiliate"), which Consenting Noteholder Affiliate shall be automatically bound by this Agreement upon the transfer of such Senior Notes Claims; and (ii) a Consenting Noteholder may effect a Transfer of its Senior Notes Claims to an entity that is acting in its capacity as a Qualified Marketmaker[2] without the requirement that the Qualified Marketmaker become a Consenting Noteholder; provided, that any subsequent Transfer by such Qualified Marketmaker of the right, title or interest in such Senior Notes Claims is to

[2] As used herein, the term "***Qualified Marketmaker***" means an entity that (a) holds itself out to the public or the applicable private markets as standing ready in the ordinary course of business to purchase from customers and sell to customers claims against the HCR Entities (or enter with customers into long and short positions in claims against the HCR Entities), in its capacity as a dealer or market maker in claims against the HCR Entities and (b) is, in fact, regularly in the business of making a market in claims against issuers or borrowers (including debt securities or other debt).

a Transferee that is or becomes a Consenting Noteholder at the time of such Transfer by executing and delivering a Transferee Joinder and to the extent any Consenting Noteholder is acting in its capacity as a Qualified Marketmaker, it may effect a Transfer of any Senior Notes Claims that it acquires from a holder of such claims that is not a Consenting Noteholder without the requirement that the Transferee be or become a Consenting Noteholder. Notwithstanding the foregoing, if, at the time of the proposed Transfer of such claims to the Qualified Marketmaker, such claims (A) may be voted on the Plan, the proposed Transferor must first vote such claims in accordance with the requirements of this Agreement or (B) have not yet been and may not yet be voted on the Plan and such Qualified Marketmaker does not effect a Transfer of such claims to a subsequent transferee prior to the third (3rd) business day prior to the expiration of the voting deadline (such date, the "Qualified Marketmaker Joinder Date"), such Qualified Marketmaker shall be required to (and the Transfer documentation to the Qualified Marketmaker shall have provided that it shall), on the first (1st) business day immediately following the Qualified Marketmaker Joinder Date, become a Consenting Noteholder with respect to such Senior Notes Claims in accordance with the terms hereof for the purposes of voting on the Plan as contemplated hereunder (provided that the Qualified Marketmaker shall automatically, and without further notice or action, no longer be a Consenting Noteholder with respect to such Senior Notes Claims at such time that the transferee of such claims becomes a Consenting Noteholder with respect to such claims).

(c) Any Transfer made in violation of this Section 13 shall be deemed null and void *ab initio* and of no force or effect, regardless of any prior notice provided to the HCR Entities and/or any Consenting Noteholder, and shall not create any obligation or liability of any HCR Entity or any other Consenting Noteholder to the purported transferee.

(d) This Section 13 shall not impose any obligation on the HCR Entities to issue any "cleansing letter" or otherwise publicly disclose information for the purpose of enabling a Consenting Noteholder to transfer any of its Senior Notes Claims. Notwithstanding anything to the contrary herein, to the extent the HCR Entities and any another Party have entered into a confidentiality agreement, the terms of such confidentiality agreement shall continue to apply and remain in full force and effect according to its terms, and this Agreement does not supersede any rights or obligations otherwise arising under such confidentiality agreement.

14. Further Acquisition of Claims or Interests. Except as set forth in Section 13, nothing in this Agreement shall be construed as precluding any Consenting Noteholder or any of its affiliates from acquiring any claims (as defined in section 101(5) of the Bankruptcy Code) against the HCR Entities ("Claims"), Senior Notes Claims, additional claims arising from the DIP Term Loan Facility (the "DIP Term Loan Claims"), or interests in the instruments underlying any of the Claims, Senior Notes Claims or the DIP Term Loan Claims; provided,

however, that any such additional Claims, Senior Notes Claims or DIP Term Loan Claims acquired by any Consenting Noteholder or by any of its affiliates shall automatically be subject to the terms and conditions of this Agreement. Upon any such further acquisition by a Consenting Noteholder or any of its affiliates, such Consenting Noteholder shall promptly notify counsel to the HCR Entities, who will then promptly notify the Ad Hoc Group Advisors.

15. Fees and Expenses. In accordance with and subject to Section 6(a)(xiv) and Section 6(a)(xv) hereof, the DIP Orders and/or the Backstop Order (as applicable), which orders shall provide for the payment of all reasonable and documented fees and expenses described in this Agreement and the Definitive Documentation, the HCR Entities shall pay or reimburse when due all reasonable and documented fees and expenses (including reasonable and documented travel costs and expenses) of the Ad Hoc Group Advisors (regardless of whether such fees and expenses were incurred before or after the Petition Date) incurred through and including the date on which a Termination Date has occurred, in each case solely to the extent set forth in the engagement letters between the HCR Entities and each respective Ad Hoc Group Advisor.

16. Consents and Acknowledgments.

(a) Each Party irrevocably acknowledges and agrees that this Agreement is not and shall not be deemed to be a solicitation for acceptances of the Plan. The acceptance of the Plan by each of the Consenting Noteholders will not be solicited until such Consenting Noteholders has received the Disclosure Statement and Solicitation Materials in accordance with the Solicitation Order or applicable law, and will be subject to sections 1125, 1126, and 1127 of the Bankruptcy Code.

(b) By executing this Agreement, each Consenting Noteholder (including, for the avoidance of doubt, any entity that may execute this Agreement or a Transferee Joinder after the RSA Effective Date) forbears from exercising remedies with respect to any Default or Event of Default as defined under the Senior Notes Documents that has occurred and is continuing as of the RSA Effective Date or is caused by the HCR Entities' entry into this Agreement or the other documents related to this Agreement and the transactions contemplated in this Agreement. For the avoidance of doubt, the forbearance set forth in this Section 16(b) shall not constitute a waiver with respect to any Default or Event of Default under the Senior Notes Documents and shall not bar any Consenting Noteholders from filing a proof of claim or taking action to establish the amount of such claim. Except as expressly provided in this Agreement, nothing herein is intended to, or does, in any manner waive, limit, impair, or restrict any right of any holder of the Senior Notes to protect and preserve any right, remedy, condition, or approval requirement under this Agreement or the Definitive Documentation. Upon the termination of this Agreement, the agreement of the Consenting Noteholders to forbear from exercising rights and remedies in accordance with this Section 16(b) shall immediately terminate without requirement of any demand, presentment or protest of any kind, all of which the HCR Entities hereby waive.

17. Representations and Warranties.

(a) Each Consenting Noteholder hereby represents and warrants on a several and not joint and several basis for itself and not any other person or entity that the following statements are true, correct, and complete, to the best of its actual knowledge, as of the date hereof:

(i) it has the requisite organizational power and authority to enter into this Agreement and to carry out the transactions contemplated by, and perform its respective obligations under, this Agreement;

(ii) the execution and delivery of this Agreement and the performance of its obligations hereunder have been duly authorized by all necessary corporate or other organizational action on its part;

(iii) the execution and delivery by it of this Agreement does not (A) violate its certificates of incorporation, or bylaws, or other organizational documents, or those of any of its affiliates in any material respect, or (B) result in a breach of, or constitute (with due notice or lapse of time or both) a default under any material contractual obligation to which it or any of its affiliates is a party;

(iv) this Agreement is its legally valid and binding obligation, enforceable against it in accordance with its terms, except as enforcement may be limited by bankruptcy, insolvency, reorganization, moratorium, or other similar laws relating to or limiting creditors' rights generally, or by equitable principles relating to enforceability;

(v) the execution, delivery, and performance by it of this Agreement does not require any registration or filing with, the consent or approval of, notice to, or any other action with any federal, state, or other governmental authority or regulatory body, except (A) any of the foregoing as may be necessary and/or required for disclosure by the Securities and Exchange Commission and applicable state securities laws, (B) any of the foregoing as may be necessary and/or required in connection with the Chapter 11 Cases, including the approval of the Disclosure Statement and confirmation of the Plan, (C) any other registrations, filings, consents, approvals, notices, or other actions, the failure of which to make, obtain or take, as applicable, would not be reasonably likely, individually or in the aggregate, to materially delay or materially impair the ability of any Party hereto to consummate the Restructuring Transactions contemplated hereby;

(vi) such Consenting Noteholder is an "accredited investor" within the meaning of Rule 501 of Regulation D promulgated under the

Securities Act of 1933, as amended (the "Securities Act"), with sufficient knowledge and experience to evaluate properly the terms and conditions of this Agreement, and has been afforded the opportunity to consult with its legal and financial advisors with respect to its decision to execute this Agreement, and it has made its own analysis and decision to enter into this Agreement and otherwise investigated this matter to its full satisfaction;

(vii) such Consenting Noteholder acknowledges the HCR Entities' representation and warranty that the issuance and any resale of the New Common Stock pursuant to the Plan is intended to be exempt from registration under the Securities Act pursuant to Section 4(a)(2) of the Securities Act and Regulation D thereunder or pursuant to section 1145 of the Bankruptcy Code, as applicable; and

(viii) it (A) either (1) is the sole owner of the claims and interests identified below its name on its signature page hereof and in the amounts set forth therein, free and clear of all claims, liens, encumbrances, charges, equity options, proxy, voting restrictions, rights of first refusal or other limitations on dispositions of any kind, or (2) has all necessary investment or voting discretion with respect to the principal amount of claims and interests identified below its name on its signature page hereof, and has the power and authority to bind the owner(s) of such claims and interests to the terms of this Agreement; (B) is entitled (for its own accounts or for the accounts of such other owners) to all of the rights and economic benefits of such claims and interests; and (C) to the knowledge of the individuals working on the Restructuring Transactions, does not directly or indirectly own any Senior Notes Claims, other than as identified below its name on its signature page hereof.

(b) Each HCR Entity hereby represents and warrants on a joint and several basis (and not any other person or entity other than the HCR Entities) that the following statements are true, correct, and complete, to the best of its actual knowledge, as of the date hereof:

(i) it has the requisite corporate or other organizational power and authority to enter into this Agreement and to carry out the transactions contemplated by, and perform its respective obligations under, this Agreement;

(ii) the execution and delivery of this Agreement and the performance of its obligations hereunder have been duly authorized by all necessary corporate or other organizational action on its part, including, without limitation, approval of each of the independent

directors of each of the corporate entities that comprise the HCR Entities;

(iii) the execution and delivery by it of this Agreement does not (A) violate its certificates of incorporation, or bylaws, or other organizational documents, or those of any of its affiliates in any material respect, or (B) result in a breach of, or constitute (with due notice or lapse of time or both) a default (other than, for the avoidance of doubt, a breach or default that would be triggered as a result of the Chapter 11 Cases of any HCR Entity's undertaking to implement the Restructuring Transactions through the Chapter 11 Cases) under any material contractual obligation to which it or any of its affiliates is a party;

(iv) the execution, delivery, and performance by it of this Agreement does not require any registration or filing with, the consent or approval of, notice to, or any other action with any federal, state, or other governmental authority or regulatory body, except (A) any of the foregoing as may be necessary and/or required for disclosure by the Securities and Exchange Commission and applicable state securities or "blue sky" laws, (B) any of the foregoing as may be necessary and/or required in connection with the Chapter 11 Cases, including the approval of the Disclosure Statement and confirmation of the Plan, (C) filings of amended certificates of incorporation or articles of formation or other organizational documents with applicable state authorities, and other registrations, filings, consents, approvals, notices, or other actions that are reasonably necessary to maintain permits, licenses, qualifications, and governmental approvals to carry on the business of the HCR Entities, and (D) any other registrations, filings, consents, approvals, notices, or other actions, the failure of which to make, obtain or take, as applicable, would not be reasonably likely, individually or in the aggregate, to materially delay or materially impair the ability of any Party hereto to consummate the Restructuring Transactions contemplated hereby;

(v) the issuance of and any resale of the New Common Stock pursuant to the Plan is intended to be exempt from registration under the Securities Act pursuant to Section 4(a)(2) of the Securities Act and Regulation D thereunder or pursuant to section 1145 of the Bankruptcy Code;

(vi) subject to the provisions of sections 1125 and 1126 of the Bankruptcy Code, this Agreement is its legally valid and binding obligation, enforceable against it in accordance with its terms, except as enforcement may be limited by bankruptcy, insolvency, reorganization, moratorium, or other similar laws relating to or

limiting creditors' rights generally, or by equitable principles relating to enforceability; and

(vii) it has sufficient knowledge and experience to evaluate properly the terms and conditions of the Plan and this Agreement, and has been afforded the opportunity to consult with its legal and financial advisors with respect to its decision to execute this Agreement, and it has made its own analysis and decision to enter into this Agreement and otherwise investigated this matter to its full satisfaction.

18. Survival of Agreement. Each of the Parties acknowledges and agrees that this Agreement is being executed in connection with negotiations concerning a possible financial restructuring of the HCR Entities and in contemplation of possible chapter 11 filings by the HCR Entities and the rights granted in this Agreement are enforceable by each signatory hereto without approval of any court, including, without limitation, the Bankruptcy Court.

19. Settlement Discussions. The Parties acknowledge that this Agreement, the Plan, and all negotiations relating hereto are part of a proposed settlement of matters that could otherwise be the subject of litigation. Pursuant to Rule 408 of the Federal Rules of Evidence, any applicable state rules of evidence, and any other applicable law, foreign or domestic, the Restructuring Term Sheet, this Agreement, the Plan, any related documents, and all negotiations relating thereto shall not be construed as or deemed to be an admission of any kind or be admissible into evidence in any proceeding other than a proceeding to enforce its terms.

20. Relationship Among Parties.

(a) None of the Consenting Noteholders shall have any fiduciary duty, any duty of trust or confidence in any form, or other duties or responsibilities to each other, the HCR Entities or their affiliates, or any of the HCR Entities' or their affiliates' creditors or other stakeholders, including any holders of Senior Notes Claims, and, other than as expressly set forth in this Agreement, there are no commitments among or between the Consenting Noteholders. It is understood and agreed that any Consenting Noteholder may trade in any debt or equity securities of the HCR Entities without the consent of the HCR Entities or any other Consenting Noteholder, subject to applicable securities laws and Sections 13 and 14 of this Agreement. No prior history, pattern, or practice of sharing confidences among or between any of the Consenting Noteholders or the HCR Entities shall in any way affect or negate this understanding and agreement.

(b) The obligations of each Consenting Noteholder are several and not joint with the obligations of any other Consenting Noteholder. Nothing contained herein and no action taken by any Consenting Noteholder shall be deemed to constitute the Consenting Noteholders as a partnership, an association, a joint venture, or any other kind of group or entity, or create

a presumption that the Consenting Noteholders are in any way acting in concert. The decision of each Consenting Noteholder to enter into this Agreement has been made by each such Consenting Noteholder independently of any other Consenting Noteholder.

(c) The Consenting Noteholders are not part of a "group" (within the meaning of Section 13(d)(3) or Section 14(d)(2) of the Securities Exchange Act of 1934, as amended or any successor provision), including any group acting for the purpose of acquiring, holding, or disposing of securities (within the meaning of Rule 13d-5(b)(1) under the Securities Exchange Act of 1934, as amended), with any other Party. For the avoidance of doubt, neither the existence of this Agreement, nor any action that may be taken by a Consenting Noteholder pursuant to this Agreement, shall be deemed to constitute or to create a presumption by any of the Parties that the Consenting Stakeholders are in any way acting in concert or as such a "group" within the meaning of Rule 13d-5(b)(1).

(d) The HCR Entities understand that the Consenting Noteholders are engaged in a wide range of financial services and businesses, and in furtherance of the foregoing, the HCR Entities acknowledge and agree that the obligations set forth in this Agreement shall only apply to the trading desk(s) or business group(s) of the Consenting Noteholders that principally manage or supervise such Consenting Noteholder's investment in the HCR Entities, and shall not apply to any other trading desk or business group of the Consenting Noteholder so long as they are not acting at the direction or for the benefit of such Consenting Noteholder.

21. Specific Performance. It is understood and agreed by the Parties that money damages may be an insufficient remedy for any breach of this Agreement by any Party and each non-breaching Party shall be entitled to seek specific performance and injunctive or other equitable relief as a remedy of any such breach of this Agreement, including, without limitation, an order of the Bankruptcy Court or other court of competent jurisdiction requiring any Party to comply promptly with any of its obligations hereunder.

22. Governing Law & Jurisdiction. This Agreement shall be governed by, and construed in accordance with, the laws of the State of New York, without regard to such state's choice of law provisions which would require the application of the law of any other jurisdiction, except where preempted by the Bankruptcy Code. By its execution and delivery of this Agreement, each Party irrevocably and unconditionally agrees for itself that any legal action, suit, or proceeding against it with respect to any matter arising under or arising out of or in connection with this Agreement or for recognition or enforcement of any judgment rendered in any such action, suit, or proceeding, may be brought in the United States District Court for the Southern District of New York, and by executing and delivering this Agreement, each of the Parties irrevocably accepts and submits itself to the exclusive jurisdiction of such court, generally and unconditionally, with respect to any such action, suit or proceeding. Notwithstanding the foregoing consent to New York jurisdiction, if the Chapter 11 Cases are commenced, each Party agrees that the Bankruptcy Court shall have exclusive jurisdiction of all

matters arising out of or in connection with this Agreement. By executing and delivering this Agreement, and upon commencement of the Chapter 11 Cases, each of the Parties irrevocably and unconditionally submits to the personal jurisdiction of the Bankruptcy Court solely for purposes of any action, suit, proceeding, or other contested matter arising out of or relating to this Agreement, or for recognition or enforcement of any judgment rendered or order entered in any such action, suit, proceeding, or other contested matter.

23. WAIVER OF RIGHT TO TRIAL BY JURY. EACH OF THE PARTIES WAIVES ANY RIGHT TO HAVE A JURY PARTICIPATE IN RESOLVING ANY DISPUTE, WHETHER SOUNDING IN CONTRACT, TORT OR OTHERWISE, BETWEEN ANY OF THE PARTIES ARISING OUT OF, CONNECTED WITH, RELATING TO, OR INCIDENTAL TO THE RELATIONSHIP ESTABLISHED BETWEEN ANY OF THEM IN CONNECTION WITH THIS AGREEMENT. INSTEAD, ANY DISPUTES RESOLVED IN COURT SHALL BE RESOLVED IN A BENCH TRIAL WITHOUT A JURY.

24. Successors and Assigns. Subject to Section 13, neither this Agreement nor any of the rights or obligations hereunder may be assigned by any Party hereto without the prior written consent of the other Parties hereto, and then only to a Person who has agreed to be bound by the provisions of this Agreement. Except as otherwise provided in this Agreement, this Agreement is intended to bind and inure to the benefit of each of the Parties and each of their respective permitted successors, assigns, heirs, executors, administrators, and representatives.

25. No Third-Party Beneficiaries. Unless expressly stated herein, this Agreement shall be solely for the benefit of the Parties and no other person or entity shall be a third-party beneficiary of this Agreement.

26. Notices. All notices (including, without limitation, any notice of termination or breach) and other communications from any Party hereunder shall be in writing and shall be deemed to have been duly given if personally delivered by courier service, messenger, email, or facsimile to the other Parties at the applicable addresses below, or such other addresses as may be furnished hereafter by notice in writing. Any notice of termination or breach shall be delivered to all other Parties.

(a) If to any HCR Entity:

Hi-Crush, Inc.
1330 Post Oak Blvd., #600
Houston, Texas 77056
Attn.: Robert E. Rasmus
Email: razz@redoakcap.com

With a copy to:

Latham & Watkins LLP
885 Third Avenue
New York, New York 10022
Attn: Keith A Simon
Annemarie V. Reilly
Email: keith.simon@lw.com
annemarie.reilly@lw.com

(b) If to the Consenting Noteholders, to the notice address provided on such Consenting Noteholder's signature page

With a copy to:

Paul, Weiss, Rifkind, Wharton & Garrison LLP
1285 Avenue of the Americas
New York, New York 10019-6064
Attn.: Brian S. Hermann
Elizabeth McColm
John T. Weber
Email: bhermann@paulweiss.com
emccolm@paulweiss.com
jweber@paulweiss.com

27. Entire Agreement. This Agreement (including the Exhibits and Schedules) constitutes the entire agreement of the Parties with respect to the subject matter of this Agreement, and supersedes all prior negotiations, agreements, and understandings, whether written or oral, among the Parties with respect to the subject matter of this Agreement; provided that any confidentiality agreement between or among the Parties shall remain in full force and effect in accordance with its terms; provided further that the Parties intend to enter into the Definitive Documentation after the date hereof to consummate the Restructuring Transactions.

28. Amendments. Except as otherwise provided herein, this Agreement may not be modified, amended, or supplemented, and no term or provision hereof or thereof waived, without the prior written consent of the HCR Entities and the Required Consenting Noteholders, provided that, (i) the written consent of each Consenting Noteholder and the HCR Entities shall be required for any amendments, amendments and restatements, modifications, or other changes to Section 9 and this Section 28 and (ii) the written consent of each Consenting Noteholder and the HCR Entities shall be required for any amendment or modification of the defined term "Required Consenting Noteholders". In determining whether any consent or approval has been given or obtained by the Required Consenting Noteholders or the Consenting Noteholders, as applicable, each then existing Defaulting Noteholder and its respective Senior Notes Claims shall be excluded from such determination.

29. Reservation of Rights.

(a) Except as expressly provided in this Agreement or the Restructuring Term Sheet, including, without limitation, Section 5(a) of this Agreement,

nothing herein is intended to, or does, in any manner waive, limit, impair, or restrict the ability of any Party to protect and preserve its rights, remedies and interests, including, without limitation, its claims against any of the other Parties.

(b) Without limiting clause (a) of this Section 29 in any way, if this Agreement is terminated for any reason, nothing shall be construed herein as a waiver by any Party of any or all of such Party's rights, remedies, claims, and defenses and the Parties expressly reserve any and all of their respective rights, remedies, claims and defenses, subject to Section 19 of this Agreement. This Agreement, the Plan, and any related document shall in no event be construed as or be deemed to be evidence of an admission or concession on the part of any Party of any claim or fault or liability or damages whatsoever. Each of the Parties denies any and all wrongdoing or liability of any kind and does not concede any infirmity in the claims or defenses which it has asserted or could assert.

30. Counterparts. This Agreement may be executed in one or more counterparts, each of which, when so executed, shall constitute the same instrument, and the counterparts may be delivered by facsimile transmission or by electronic mail in portable document format (.pdf).

31. Public Disclosure. The HCR Entities shall deliver drafts to the Ad Hoc Group Advisors of any press releases and public documents that constitute disclosure of the existence or terms of this Agreement or any amendment to the terms of this Agreement to the general public (each a "Public Disclosure") at least two (2) calendar days before making any such disclosure. Any Public Disclosure shall be reasonably acceptable to the HCR Entities and the Required Consenting Noteholders. Under no circumstances may any Party make any public disclosure of any kind that would disclose either: (i) the holdings of any Consenting Noteholder (including on the signature pages of the Consenting Noteholders, which shall not be publicly disclosed or filed) or (ii) the identity of any Consenting Noteholder without the prior written consent of such Consenting Noteholder or the order of a Bankruptcy Court or other court with competent jurisdiction; provided, however, that notwithstanding the foregoing, the HCR Entities shall not be required to keep confidential the aggregate holdings of all Consenting Noteholders, and each Consenting Noteholder hereby consents to the disclosure of the execution of this Agreement by the HCR Entities, and the terms and contents hereof, in the Plan, the Disclosure Statement filed therewith, and any filings by the HCR Entities with the Bankruptcy Court or the Securities and Exchange Commission, or as otherwise required by applicable law or regulation, or the rules of any applicable stock exchange or regulatory body.

32. Creditors' Committee. Notwithstanding anything herein to the contrary, if any Consenting Noteholder is appointed to, and serves on an official committee of creditors in the Chapter 11 Cases, the terms of this Agreement shall not be construed so as to limit such Consenting Noteholder's exercise of its fiduciary duties arising from its service on such committee; *provided*, *however*, that service as a member of a committee shall not relieve such Consenting Noteholder of its obligations to affirmatively support the Restructuring Transactions on the terms and conditions set forth in this Agreement and the Restructuring Term Sheet on the terms and conditions set forth in this Agreement

33. Severability. If any portion of this Agreement shall be held to be invalid, unenforceable, void or voidable, or violative of applicable law, the remaining portions of this Agreement insofar as they may practicably be performed shall remain in full force and effect and binding on the Parties.

34. Headings. The section headings of this Agreement are for convenience of reference only and shall not, for any purpose, be deemed a part of this Agreement.

35. Interpretation. This Agreement is the product of negotiations among the Parties, and the enforcement or interpretation hereof, is to be interpreted in a neutral manner, and any presumption with regard to interpretation for or against any Party by reason of that Party having drafted or caused to be drafted this Agreement or any portion hereof, shall not be effective in regard to the interpretation hereof. For purposes of this Agreement, unless otherwise specified: (a) each term, whether stated in the singular or the plural, shall include both the singular and the plural, and pronouns stated in the masculine, feminine, or neuter gender shall include the masculine, feminine, and the neuter gender; (b) all references herein to "Articles," "Sections," and "Exhibits" are references to Articles, Sections, and Exhibits of this Agreement; (c) the words "herein," "hereof," "hereunder," and "hereto," refer to this Agreement in its entirety rather than to a particular portion of this Agreement; and (d) the words "include" and "including," and variations thereof, shall not be deemed to be terms of limitation, and shall be deemed to be followed by the words "without limitation". The phrase "reasonable best efforts", "commercially reasonable best efforts", "commercially reasonable efforts" or words or phrases of similar import as used herein shall not be deemed to require any party to enforce or exhaust their appellate rights in any court of competent jurisdiction, including, without limitation, the Bankruptcy Court.

36. Computation of Time. Rule 9006(a) of the Federal Rules of Bankruptcy Procedure applies in computing any period of time prescribed or allowed herein only to the extent such period of time governs a Milestone pertaining to the entry of an order by the Bankruptcy Court in the Chapter 11 Cases.

37. Remedies Cumulative; No Waiver. All rights, powers, and remedies provided under this Agreement or otherwise available in respect hereof at law or in equity shall be cumulative and not alternative, and the exercise of any right, power, or remedy thereof by any Party shall not preclude the simultaneous or later exercise of any other such right, power, or remedy by such Party. The failure of any Party hereto to exercise any right, power, or remedy provided under this Agreement or otherwise available in respect hereof at law or in equity, or to insist upon strict compliance by any other Party hereto with its obligations hereunder, and any custom or practice of the parties at variance with the terms hereof, shall not constitute a waiver by such Party of its right to exercise any such or other right, power, or remedy or to demand such strict compliance.

38. Additional Parties. Without in any way limiting the provisions hereof, additional holders of Senior Notes Claims may elect to become Parties by executing and delivering to the HCR Entities and the Ad Hoc Group Advisors a counterpart hereof. Such additional holders of Senior Notes Claims shall become a Party to this Agreement as a Consenting Noteholder in accordance with the terms of this Agreement.

[*Signature pages follow*]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date and year first written above.

HCR Entities

Hi Crush Inc.
OnCore Processing LLC,
Hi Crush Augusta LLC,
Hi-Crush Whitehall LLC,
PDQ Properties LLC,
Hi-Crush Wyeville Operating LLC,
D & I Silica, LLC,
Hi-Crush Blair LLC,
Hi Crush LMS LLC,
Hi Crush Investments Inc.,
Hi Crush Permian Sand LLC,
Hi Crush Proppants LLC,
Hi-Crush Pods LLC,
Hi-Crush Canada Inc.,
Hi-Crush Holdings LLC,
Hi Crush Services LLC,
BulkTracer Holdings LLC,
Pronghorn Logistics Holdings, LLC,
FB Industries USA Inc.,
PropDispatch LLC,
Pronghorn Logistics, LLC, and
FB Logistics, LLC

By: J Philip McCormick Jr.
Name: J Philip McCormick, Jr.
Title: Authorized Signatory

CONSENTING NOTEHOLDER

BlueMountain Foinaven Master Fund L.P.
By: BlueMountain Capital Management, LLC,
its investment manager

Name: Richard Horne
Title: Deputy General Counsel, Tax

Principal Amount of Senior Notes Claims: [redacted]

Notice Address:

280 Park Avenue, 12th floor
New York, NY 10017

Fax:
Attention:
Email: legalnotices@bluemountaincapital.com

THE ABOVE-SIGNED CONSENTING NOTEHOLDER HEREBY (PLEASE CHECK ONE AND ONLY ONE):

X ELECTS TO BE A BACKSTOP PARTY AND COMMITS TO BACKSTOPPING THE RIGHTS OFFERING PURSUANT TO THE BACKSTOP PURCHASE AGREEMENT;

OR

☐ **ELECTS NOT TO BE A BACKSTOP PARTY.**

CONSENTING NOTEHOLDER

BlueMountain Fursan Fund L.P.
By: BlueMountain Capital Management, LLC,
its investment manager

Name: Richard Horne
Title: Deputy General Counsel, Tax

Principal Amount of Senior Notes Claims: [redacted]

Notice Address:

280 Park Avenue, 12th floor
New York, NY 10017

Fax:
Attention:
Email: legalnotices@bluemountaincapital.com

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OR

☐ **ELECTS NOT TO BE A BACKSTOP PARTY.**

CONSENTING NOTEHOLDER

BlueMountain Summit Trading L.P.
By: BlueMountain Capital Management, LLC,
its investment manager

Name: Richard Horne
Title: Deputy General Counsel, Tax

Principal Amount of Senior Notes Claims: [redacted]

Notice Address:

280 Park Avenue, 12th floor
New York, NY 10017

Fax:
Attention:
Email: legalnotices@bluemountaincapital.com

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OR

☐ **ELECTS NOT TO BE A BACKSTOP PARTY.**

CONSENTING NOTEHOLDER

CLEARLAKE CAPITAL PARTNERS V FINANCE, L.P.

By: Clearlake Capital Partners V GP, L.P.
Its: General Partner

By: _____
Name: José E. Feliciano
Title: Co-President

By: Clearlake Capital Partners, LLC
Its: General Partner

By: _____
Name: José E. Feliciano
Title: Managing Partner

Principal Amount of Senior Notes Claims: [redacted]

Notice Address:

Fax:
Attention:
Email:

THE ABOVE-SIGNED CONSENTING NOTEHOLDER HEREBY (PLEASE CHECK ONE AND ONLY ONE):

☑ **ELECTS TO BE A BACKSTOP PARTY AND COMMITS TO BACKSTOPPING THE RIGHTS OFFERING PURSUANT TO THE BACKSTOP PURCHASE AGREEMENT;**

OR

☐ ELECTS NOT TO BE A BACKSTOP PARTY.

CONSENTING NOTEHOLDER

MSD CREDIT OPPORTUNITY MASTER FUND, L.P.

By: _____
Name: Marcello Liguori
Title: Managing Director

Principal Amount of Senior Notes Claims: [redacted]

Notice Address:
c/o MSD Partners, L.P.
645 Fifth Avenue, 21st Floor
New York, NY 10022

Fax:
Attention: Marcello Liguori

THE ABOVE-SIGNED CONSENTING NOTEHOLDER HEREBY (PLEASE CHECK ONE AND ONLY ONE):

☑ **ELECTS TO BE A BACKSTOP PARTY AND COMMITS TO BACKSTOPPING THE RIGHTS OFFERING PURSUANT TO THE BACKSTOP PURCHASE AGREEMENT;**

OR

☐ **ELECTS NOT TO BE A BACKSTOP PARTY.**

CONSENTING NOTEHOLDER

PineBridge Investments, on behalf of its managed funds and accounts set forth on Schedule A

By: 

Name: John Yovanovic

Title: Managing Director

Principal Amount of Senior Notes Claims: [redacted]

Notice Address:
PineBridge Investments
Park Avenue Tower
65 East 55th Street
New York, NY 10022

Fax:
Attention: Shivank Kumar
Email: Shivank.Kumar@pinebridge.com

THE ABOVE-SIGNED CONSENTING NOTEHOLDER HEREBY (PLEASE CHECK ONE AND ONLY ONE):

☐ **ELECTS TO BE A BACKSTOP PARTY AND COMMITS TO BACKSTOPPING THE RIGHTS OFFERING PURSUANT TO THE BACKSTOP PURCHASE AGREEMENT;**

OR

[●] ELECTS NOT TO BE A BACKSTOP PARTY.

Schedule A

PineBridge Funds and Accounts	Principal Amount of Senior Notes Claims
CSAA Insurance Exchange	[redacted]
IA Clarington Global Bond Fund	[redacted]
Ivy PineBridge High Yield Fund	[redacted]
Maryland State Retirement	[redacted]
PineBridge US Focus High Yield Bond Mother Fund	[redacted]
PineBridge Global Opportunistic DM Credit Fund	[redacted]
PineBridge Multi-Income Fund	[redacted]
PineBridge Global Funds – PineBridge Global Strategic Income Fund	[redacted]
Seasons ST – Diversified Fixed Income Core Bnd	[redacted]
Standard Insurance Company	[redacted]
PineBridge TW Global Multi Strategic	[redacted]
VALIC Retirement Co II – Core Bond Fund	[redacted]
Honeywell Fixed Income	[redacted]
RLI Insurance	[redacted]

CONSENTING NOTEHOLDER

PineBridge Investments, on behalf of its managed funds and accounts set forth on Schedule B

By: 

Name: John Yovanovic

Title: Managing Director

Principal Amount of Senior Notes Claims: [redacted]

Notice Address:
PineBridge Investments
Park Avenue Tower
65 East 55th Street
New York, NY 10022

Fax:
Attention: Shivank Kumar
Email: Shivank.Kumar@pinebridge.com

THE ABOVE-SIGNED CONSENTING NOTEHOLDER HEREBY (PLEASE CHECK ONE AND ONLY ONE):

[•] ELECTS TO BE A BACKSTOP PARTY AND COMMITS TO BACKSTOPPING THE RIGHTS OFFERING PURSUANT TO THE BACKSTOP PURCHASE AGREEMENT;

OR

[] ELECTS NOT TO BE A BACKSTOP PARTY.

Schedule B

PineBridge Funds and Accounts	Principal Amount of Senior Notes Claims
Abbott Laboratories Annuity Retirement Plan	[redacted]
Abbott-AbbVie Multiple Employer Pension Plan	[redacted]
Dunham High-Yield Bond Fund	[redacted]
VALIC Retirement Co II –Strategic Bond Fund	[redacted]
NM PERA PINEBRIDGE	[redacted]
Sun America Strategic Income Fund	[redacted]
Sun America Series High Yield	[redacted]
TA UNCONSTRAINED BOND FUND HY	[redacted]

CONSENTING NOTEHOLDER

WHITEBOX RELATIVE VALUE PARTNERS, L.P.
By: Whitebox Advisors LLC its investment manager

By: DocuSigned by: Luke Harris
FA52A1B17F3241F...
Name: Luke Harris
Title: General Counsel – Corporate, Transactions & Litigation

Principal Amount of Senior Notes Claims: [redacted]

Notice Address:

3033 Excelsior Blvd., Suite 500
Minneapolis, MN 55416

Fax: N/A
Attention: Scott Specken
Email: SSpecken@whiteboxadvisors.com

THE ABOVE-SIGNED CONSENTING NOTEHOLDER HEREBY (PLEASE CHECK ONE AND ONLY ONE):

☒ **ELECTS TO BE A BACKSTOP PARTY AND COMMITS TO BACKSTOPPING THE RIGHTS OFFERING PURSUANT TO THE BACKSTOP PURCHASE AGREEMENT;**

OR

☐ **ELECTS NOT TO BE A BACKSTOP PARTY.**

CONSENTING NOTEHOLDER

WHITEBOX CREDIT PARTNERS, LP

DocuSigned by:

By: _____
EFEC066CE257489...

Name: Mark Strefling
Title: Partner & CEO

Principal Amount of Senior Notes Claims: [redacted]

Notice Address:

3033 Excelsior Blvd, Suite 500
Minneapolis, MN 55416

Fax: N/A
Attention: Scott Specken
Email:
SSpecken@whiteboxadvisors.com

THE ABOVE-SIGNED CONSENTING NOTEHOLDER HEREBY (PLEASE CHECK ONE AND ONLY ONE):

☒ **ELECTS TO BE A BACKSTOP PARTY AND COMMITS TO BACKSTOPPING THE RIGHTS OFFERING PURSUANT TO THE BACKSTOP PURCHASE AGREEMENT;**

OR

☐ **ELECTS NOT TO BE A BACKSTOP PARTY.**

CONSENTING NOTEHOLDER

WHITEBOX GT FUND, LP
By: Whitebox Advisors LLC its investment manager

By: DocuSigned by: Luke Harris FA52A1B17F3241F...
Name: Luke Harris
Title: General Counsel – Corporate, Transactions & Litigation

Principal Amount of Senior Notes Claims: [redacted]

Notice Address:

3033 Excelsior Blvd., Suite 500
Minneapolis, MN 55416

Fax: N/A
Attention: Scott Specken
Email: SSpecken@whiteboxadvisors.com

THE ABOVE-SIGNED CONSENTING NOTEHOLDER HEREBY (PLEASE CHECK ONE AND ONLY ONE):

☒ **ELECTS TO BE A BACKSTOP PARTY AND COMMITS TO BACKSTOPPING THE RIGHTS OFFERING PURSUANT TO THE BACKSTOP PURCHASE AGREEMENT;**

OR

☐ **ELECTS NOT TO BE A BACKSTOP PARTY.**

CONSENTING NOTEHOLDER

WHITEBOX MULTI-STRATEGY PARTNERS, L.P.
By: Whitebox Advisors LLC its investment manager

By: DocuSigned by: Luke Harris
FA52A1B17F3241F...
Name: Luke Harris
Title: General Counsel – Corporate, Transactions & Litigation

Principal Amount of Senior Notes Claims: [redacted]

Notice Address:

3033 Excelsior Blvd., Suite 500
Minneapolis, MN 55416

Fax: N/A
Attention: Scott Specken
Email: SSpecken@whiteboxadvisors.com

THE ABOVE-SIGNED CONSENTING NOTEHOLDER HEREBY (PLEASE CHECK ONE AND ONLY ONE):

☒ **ELECTS TO BE A BACKSTOP PARTY AND COMMITS TO BACKSTOPPING THE RIGHTS OFFERING PURSUANT TO THE BACKSTOP PURCHASE AGREEMENT;**

OR

☐ **ELECTS NOT TO BE A BACKSTOP PARTY.**

CONSENTING NOTEHOLDER

PANDORA SELECT PARTNERS, L.P.
By: Whitebox Advisors LLC its investment manager

By: DocuSigned by: Luke Harris FA52A1B17F324JF...
Name: Luke Harris
Title: General Counsel – Corporate, Transactions & Litigation

Principal Amount of Senior Notes Claims: [redacted]

Notice Address:

3033 Excelsior Blvd., Suite 500
Minneapolis, MN 55416

Fax: N/A
Attention: Scott Specken
Email:
SSpecken@whiteboxadvisors.com

THE ABOVE-SIGNED CONSENTING NOTEHOLDER HEREBY (PLEASE CHECK ONE AND ONLY ONE):

☒ **ELECTS TO BE A BACKSTOP PARTY AND COMMITS TO BACKSTOPPING THE RIGHTS OFFERING PURSUANT TO THE BACKSTOP PURCHASE AGREEMENT;**

OR

☐ **ELECTS NOT TO BE A BACKSTOP PARTY.**

Exhibit A to the Restructuring Support Agreement

Restructuring Term Sheet

Execution Version

HI-CRUSH INC., ET AL.

RESTRUCTURING TERM SHEET

July 12, 2020

This non-binding indicative term sheet (the "Term Sheet") sets forth the principal terms of a comprehensive restructuring (the "Restructuring") of the existing debt and other obligations of the HCR Entities (defined below). The Restructuring will be consummated through the commencement by the HCR Entities of voluntary cases under chapter 11 (the "Chapter 11 Cases") 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"), in accordance with the terms of the RSA (as defined below) to be executed by the HCR Entities and the Consenting Noteholders (as defined below) and to which this Term Sheet is appended. Capitalized terms used but not otherwise defined herein have the meaning given to such terms in the RSA (defined below).

THIS TERM SHEET DOES NOT CONSTITUTE AN OFFER OF SECURITIES OR A SOLICITATION OF THE ACCEPTANCE OR REJECTION OF A CHAPTER 11 PLAN FOR PURPOSES OF SECTIONS 1125 AND 1126 OF THE BANKRUPTCY CODE (AS DEFINED IN THE RSA). ANY SUCH OFFER OR SOLICITATION WILL ONLY BE MADE IN COMPLIANCE WITH ALL APPLICABLE SECURITIES, BANKRUPTCY, AND OTHER APPLICABLE LAWS.

THIS TERM SHEET IS BEING PROVIDED AS PART OF A COMPREHENSIVE COMPROMISE AND SETTLEMENT, EACH ELEMENT OF WHICH IS CONSIDERATION FOR THE OTHER ELEMENTS AND AN INTEGRAL ASPECT OF THE RESTRUCTURING. THIS TERM SHEET IS CONFIDENTIAL AND SUBJECT TO FEDERAL RULE OF EVIDENCE 408. NOTHING IN THIS TERM SHEET SHALL CONSTITUTE OR BE CONSTRUED AS AN ADMISSION OF ANY FACT OR LIABILITY, A STIPULATION OR A WAIVER, AND EACH STATEMENT CONTAINED HEREIN IS MADE WITHOUT PREJUDICE SOLELY FOR SETTLEMENT PURPOSES, WITH A FULL RESERVATION AS TO ALL RIGHTS, REMEDIES, CLAIMS OR DEFENSES OF THE CONSENTING LENDERS.

THE TRANSACTIONS DESCRIBED HEREIN WILL BE SUBJECT TO THE NEGOTIATION AND COMPLETION OF DEFINITIVE DOCUMENTATION INCORPORATING THE TERMS SET FORTH HEREIN, AND THE CLOSING OF ANY TRANSACTION SHALL BE SUBJECT TO THE TERMS AND CONDITIONS SET FORTH IN SUCH AGREED DEFINITIVE DOCUMENTATION.

Material Terms of the Restructuring	
Term	**Description**
Overview of the Restructuring	This Term Sheet contemplates the Restructuring of Hi-Crush Inc. (f/k/a Hi-Crush Partners LP) ("Holdco") and its direct and indirect subsidiaries (collectively with Holdco, the "HCR Entities" or the "Debtors" and each a "HCR Entity"). The Restructuring will be consummated pursuant to a joint "pre-arranged" chapter 11 plan of reorganization (as amended, restated, modified or otherwise supplemented, the "Plan" and, the supplement thereto, the "Plan Supplement") to be confirmed by the Bankruptcy Court. To effectuate the Restructuring, certain parties, including: (a) the HCR Entities and (b) certain holders (the "Consenting Noteholders") of the 9.500% senior notes (the "Senior Notes") issued by Holdco pursuant to that certain Indenture, dated as of August 1, 2018 (as amended, restated, supplemented or otherwise modified, the "Indenture" and, together with all ancillary documents related thereto, the "Senior Notes Documents"), by and among Holdco, as issuer, the guarantors party thereto, and U.S. Bank National Association, as trustee, will enter into a Restructuring Support Agreement (as amended, restated, supplemented or otherwise modified in accordance with the terms hereof and thereof, the "RSA") consistent in all respects with the material terms set forth herein. The Chapter 11 Cases will be financed by two debtor-in-possession financing facilities, including (a) an up to $30 million superpriority senior secured asset-based revolving loan financing facility (the "DIP ABL Facility") pursuant to a credit agreement substantially in the form attached hereto as **Exhibit 1** (the "DIP ABL Agreement") that shall refinance and satisfy in full the HCR Entities' obligations under that certain Credit Agreement, dated as of August 1, 2018 (as amended, restated, supplemented or otherwise modified from time to time, the "Existing Credit Agreement" and, together with the collateral and ancillary documents related thereto the "Existing Credit Documents" and the credit facility thereunder, the "Existing Credit Facility") by and among Holdco, as borrower, the guarantors party thereto, the lenders party thereto from time to time and JPMorgan Chase Bank, N.A., as administrative agent. The DIP ABL Facility shall be funded by certain of the existing lenders to the Existing Credit Agreement (such lenders, the "Existing Lenders", and in such capacity, the "DIP ABL Lenders"), and the existing administrative agent under the Existing Credit Agreement shall act as the administrative agent thereunder (the "Existing Agent" and, in such capacity, the "DIP ABL Agent"). The letters of credit outstanding under the Existing Credit Agreement shall be deemed ("Existing L/Cs") outstanding under the DIP ABL Facility. The second debtor-in-possession financing facility shall be a $40 million superpriority secured delayed-draw term loan financing facility (the "DIP Term Loan Facility") pursuant to a credit agreement substantially in the form attached hereto as **Exhibit 2** (the "DIP TL Agreement"). The DIP Term Loan Facility shall be funded by members of the ad hoc group of Consenting Noteholders (the "Ad Hoc Group") that are represented by Paul, Weiss, Rifkind, Wharton & Garrison LLP, as counsel, Porter Hedges LLP, as local counsel, and Moelis & Company LLC, as financial advisor and investment banker (together, the "Ad Hoc Group Advisors"). On the effective date of the Restructuring (the "Effective Date"): (a) subject to satisfaction of certain conditions set forth in the DIP ABL Facility, the Exit ABL

	Facility (as defined herein) and/or the other Definitive Documentation, the DIP ABL Facility shall be refinanced by the Exit ABL Facility (as defined herein), and the Existing L/Cs shall be deemed outstanding under the Exit ABL Facility; (b) the HCR Entities shall consummate the Rights Offering (as defined below) pursuant to which the Rights Offering Participants and the Backstop Parties (each as defined below) shall fund an aggregate amount of $43.3 million[1] (excluding the Put Option Premium) to acquire the New Secured Convertible Notes (defined below) to be issued by the Reorganized Debtors (as defined below), and the proceeds of the Rights Offering shall be used to satisfy the HCR Entities' obligations under the DIP Term Loan Facility, including any accrued and unpaid fees and interest (the "DIP TL Obligations"), and (c) the Senior Notes Claims and the General Unsecured Claims (each, as defined below) shall be equitized. As reorganized on the Effective Date pursuant to the Plan, the HCR Entities shall be referred to collectively herein as the "Reorganized Debtors," and as reorganized on the Effective Date pursuant to the Plan, Holdco shall be referred to herein as "Reorganized Holdco."
Rights Offering	The Debtors shall effectuate a rights offering during the Chapter 11 Cases and in conjunction with and pursuant to the Plan (the "Rights Offering") to record holders as of a specified record date of Allowed[2] Senior Notes Claims and Allowed General Unsecured Claims (each, as defined below), each of which shall be an "accredited investor" (as such term is defined in Rule 501 under the Securities Act) (an "Accredited Investor") and shall complete a customary accredited investor questionnaire (each such holder, a "Rights Offering Participant" and, collectively, the "Rights Offering Participants"). Each Rights Offering Participant shall be offered the right (collectively, the "Rights"), attached to its respective Allowed Senior Notes Claim or Allowed General Unsecured Claim, to purchase its *pro rata* share (based on such Rights Offering Participant's relative share of the total amount of all Allowed Senior Notes Claims and Allowed General Unsecured Claims) of the New Secured Convertible Notes (defined below) for an aggregate purchase price of $43.3 million (the "Rights Offering Amount"). Rights Offering Participants shall be issued Rights at no charge. The Rights shall be attached to each Allowed Senior Notes Claim and each Allowed General Unsecured Claim and shall be transferable with such Allowed claims as shall be set forth in the Rights Offering Procedures (as defined herein). Each Rights Offering Participant electing to exercise its Rights shall purchase New Secured Convertible Notes by paying cash in an aggregate amount equal to the aggregate original principal amount of the New Secured Convertible Notes to be acquired by such Rights Offering Participant in the Rights Offering. Any New Secured Convertible Notes that are not subscribed for and purchased in the Rights Offering by a Rights Offering Participant (including any portion of the Rights Offering Amount that holders of Allowed Senior Notes Claims or Allowed General Unsecured Claims as of the applicable record date who are not Accredited Investors could have purchased if such holders exercised their respective Rights in the Rights Offering) shall be put to and purchased by the Backstop Parties in

[1] Amount subject to professional fee budget acceptable to the Backstop Parties.

[2] "Allowed" shall mean any claim that is determined to be an allowed claim in the Chapter 11 Cases in accordance with section 502 or section 506 of the Bankruptcy Code.

	accordance with the terms and conditions of the Backstop Purchase Agreement; provided, however, that no Backstop Party shall be required to purchase the New Secured Convertible Notes pursuant to such Backstop Party's Backstop Commitment in an aggregate original principal amount that exceeds the Backstop Commitment Amount (as defined below) for such Backstop Party. There will be no over-subscription privilege in the Rights Offering, such that any New Secured Convertible Notes that are not subscribed for and purchased in the Rights Offering by a Rights Offering Participant (including any portion of the Rights Offering Amount that holders of Allowed Senior Notes Claims or Allowed General Unsecured Claims as of the applicable record date who are not Accredited Investors could have purchased if such holders exercised their respective Rights in the Rights Offering) 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 applicable to the Rights Offering) in accordance with the terms and conditions of the Backstop Purchase Agreement. The aggregate amount of cash received by the Debtors from (a) Rights Offering Participants and (b) the Backstop Parties pursuant to the Backstop Purchase Agreement, in each case, for the New Secured Convertible Notes shall be used: (w) first, to satisfy the DIP TL Obligations; (x) second, to satisfy out-of-pocket costs and expenses incurred by the Debtors in connection with the Restructuring, (y) third, if necessary, to cash collateralize letter of credit obligations that shall become outstanding under the Exit ABL Facility, in an amount not to exceed $25 million, and (z) fourth, for working capital and other general corporate purposes of the Reorganized Debtors following the Effective Date. The Rights Offering shall be conducted by the Debtors and consummated on terms, subject to conditions and in accordance with procedures that are consistent in all material respects with this Term Sheet and otherwise in form and substance acceptable to the Debtors and the Required Backstop Parties (the "Rights Offering Procedures"). The HCR Entities shall seek to establish the general bar date to file proofs of claim for a date no later than forty-five (45) days after the Petition Date so the universe of General Unsecured Claims (defined below) is known for purposes of the Rights Offering.
Backstop Commitments	In conjunction with the Restructuring, certain members of the Ad Hoc Group (in such capacity, the "Backstop Parties" and, the Backstop Parties representing at least two-thirds of the Backstop Commitments, the "Required Backstop Parties") shall provide the Debtors with a commitment to backstop the Rights Offering on terms and conditions set forth in the Backstop Purchase Agreement. On the terms and subject to the conditions set forth in the Backstop Purchase Agreement, each of the Backstop Parties will severally, and not jointly, purchase its Backstop Commitment Percentage (as defined below) (subject to such Backstop Party's applicable Backstop Commitment Amount) of the New Secured Convertible Notes offered for sale in the Rights Offering that are not purchased by Rights Offering Participants (including any portion of the Rights Offering Amount that holders of Allowed Senior Notes Claims or Allowed General Unsecured Claims as of the applicable record date who are not Accredited Investors could have purchased if such holders exercised their respective Rights in the Rights Offering) (the "Unsubscribed Notes") at par.

	In the event that a Backstop Party defaults on its obligation to purchase Unsubscribed Notes (a "Defaulting Backstop Party"), then each Backstop Party that is not a Defaulting Backstop Party (each, a "Non-Defaulting Backstop Party") shall also have the right, but not the obligation, to purchase its Adjusted Commitment Percentage of such Unsubscribed Notes at par and on the terms set forth in the Backstop Purchase Agreement. "Adjusted Commitment Percentage" means, with respect to any Non-Defaulting Backstop Party, a fraction, expressed as a percentage, the numerator of which is the Backstop Commitment Percentage of such Non-Defaulting Backstop Party and the denominator of which is the aggregate Backstop Commitment Percentages of all Non-Defaulting Backstop Parties. "Backstop Commitment" means, with respect to any Backstop Party for the Rights Offering, the commitment, on the terms set forth in the Backstop Purchase Agreement, of such Backstop Party to purchase (directly or through an affiliate) a portion of the New Secured Convertible Notes offered for sale in the Rights Offering to the extent that such Rights Offering is not fully subscribed pursuant to the terms and conditions thereof. If a group of Backstop Parties that are affiliates of one another purchase New Secured Convertible Notes in the Rights Offering in an aggregate original principal amount that is less than the product of (a) aggregate Backstop Commitment Percentages of such Backstop Parties and (b) the Rights Offering Amount, then such affiliated Backstop Parties shall be required to purchase Unsubscribed Notes such that no such deficiency exists and such obligation shall constitute the Backstop Commitments of such affiliated Backstop Parties (it being understood that such obligation to purchase such Unsubscribed Notes shall be satisfied prior to determining the Backstop Commitments of all other Backstop Parties). "Backstop Commitment Amount" means, with respect to any Backstop Party, (a) the product of (i) the Rights Offering Amount and (ii) such Backstop Party's Backstop Commitment Percentage, minus (b) the aggregate original principal amount of New Secured Convertible Notes that such Backstop Party purchases in the Rights Offering in its capacity as a Rights Offering Participant. "Backstop Commitment Percentage" means, with respect to any Backstop Party, a percentage that will be ascribed to such Backstop Party, which percentage will based upon the amount of Senior Notes Claims held by each respective Backstop Party as compared to the aggregate amount of Senior Notes Claims held by all Backstop Parties. "Backstop Purchase Agreement" means an agreement to be executed by and between the Debtors and the Backstop Parties setting forth, among other things, the terms and conditions of the Rights Offering, the Backstop Commitments, the payment of the Put Option Premium, the Liquidated Damages Payment and the Backstop Expenses (each as defined below), such agreement to contain representations, warranties, covenants, conditions to closing, termination rights, indemnities, reimbursements and other terms and provisions that are consistent in all material respects with this Term Sheet and otherwise acceptable to the Debtors and the Backstop Parties, and the disclosures to the representations and warranties made by the Debtors in the Backstop Purchase Agreement shall be reasonably acceptable to the Backstop Parties.

	In consideration for the Debtors' right to cause the Backstop Parties to purchase (directly or through an affiliate) their respective Backstop Commitment Percentages of the Unsubscribed Notes (limited by their respective Backstop Commitment Amounts), the Reorganized Debtors shall be required to make a non-refundable put option premium (the "Put Option Premium") equal to $4.8 million, which Put Option Premium shall be paid in the form of New Secured Convertible Notes to be issued on the Effective Date. The Put Option Premium shall be paid to the Backstop Parties on a *pro rata* basis based upon their respective Backstop Commitment Percentages; provided, however, that (a) no Defaulting Backstop Party shall be entitled to any portion of the Put Option Premium, and (b) Non-Defaulting Backstop Parties that purchase Unsubscribed Notes that are offered for sale in the Rights Offering that are not purchased by any other Backstop Party (in its capacity as a Right Offering Participant) pursuant to the exercise of such other Backstop Party's Rights in such Rights Offering shall be entitled to receive a proportionate share of the amount of the Put Option Premium that would have otherwise been distributed to the applicable Defaulting Backstop Party if such Defaulting Backstop Party had been a Non-Defaulting Backstop Party. The Put Option Premium (i) shall be fully earned as of the date of execution of the Backstop Purchase Agreement, (ii) shall not be refundable under any circumstance or creditable against any other amount paid or to be paid in connection with the Backstop Purchase Agreement or otherwise, (iii) shall be issued without setoff or recoupment and shall not be subject to defense or offset on account of any claim, defense or counterclaim, (iv) shall be issued free and clear of and without deduction for any and all applicable taxes, levies, imposts, deductions, charges or withholdings, and all liabilities with respect thereto (with appropriate gross-up for withholding taxes), and (v) shall be treated for U.S. federal income tax purposes as a premium for an option to put the Unsubscribed Notes to the Backstop Parties. If any Debtor (a) enters into, publicly announces its intention to enter into, or announces to any of the parties to the RSA or other holders of claims against or interest in any of the Debtors its intention to enter into, an agreement (including, without limitation, any agreement in principle, letter of intent, memorandum of understanding or definitive agreement), whether binding or non-binding, or whether subject to terms and conditions, with respect to any Alternative Transaction (as defined in the RSA), (b) files any pleading or document with the Bankruptcy Court agreeing to, evidencing its intention to support, or otherwise supports, any Alternative Transaction or (c) consummates any Alternative Transaction (any of the events described in clause (a), clause (b) or clause (c), a "Triggering Event"), in any such case described in clause (a), clause (b) or clause (c), at any time prior to the termination of the Backstop Purchase Agreement or within twelve (12) months following the termination of the Backstop Purchase Agreement, then the Debtors will pay to the Non-Defaulting Backstop Parties a cash payment in the aggregate amount of $4.8 million (the "Liquidated Damages Payment"), such Liquidated Damages Payment shall be deemed earned in full on the date of the occurrence of the Triggering Event and to be paid to the Non-Defaulting Backstop Parties on a *pro rata* basis based upon their respective Adjusted Commitment Percentages. The Liquidated Damages Payment, if any, shall be (A) paid (1) only upon consummation of an Alternative Transaction, (2) without setoff or recoupment and shall not be subject to defense or offset on account of any claim, defense or counterclaim, and (3) free and clear of and without deduction for any and all applicable taxes, levies, imposts, deductions, charges or withholdings, and all liabilities with respect thereto

	(with appropriate gross-up for withholding taxes), and (B) treated as having administrative expense priority status under sections 503(b)(1) and 507(a)(2) of the Bankruptcy Code. The Debtors will reimburse or pay, as the case may be, all reasonable fees, costs, expenses, disbursements and charges of the Backstop Parties incurred in connection with or relating to the diligence, negotiation, preparation, execution, delivery, implementation and/or consummation of the Plan, the Rights Offering, the Backstop Commitments, the Backstop Purchase Agreement, the Backstop Approval Motion, the Backstop Order, and the transactions contemplated by any of the foregoing, or any of the other Definitive Documentation, and the enforcement, attempted enforcement or preservation of any rights or remedies under the Backstop Purchase Agreement or any of the other Definitive Documentation (collectively, the "Backstop Expenses"), including, but not limited to, (i) the reasonable and documented fees, costs and expenses of, counsel, advisors and agents for the Backstop Parties (including, for the avoidance of doubt, the Ad Hoc Group Advisors' reasonable and documented fees and expenses) and (y) filing fees (if any) required by the Hart Scott Rodino Antitrust Improvements Act of 1976 or any other competition Laws and any expenses related thereto. The Backstop Commitment of a Backstop Party shall not be assigned (whether by operation of Law or otherwise) without the prior written consent of the Debtors and the Required Backstop Parties. Notwithstanding the immediately preceding sentence, any Backstop Party's Backstop Commitment may be freely assigned or transferred, in whole or in part, by such Backstop Party, to (a) any other Backstop Party or (b) any affiliate of a Backstop Party; provided, that any such assignee of a Backstop Commitment must be an Accredited Investor.
New Secured Convertible Notes	On the Effective Date, Reorganized Holdco shall issue new secured convertible notes in an aggregate principal amount of the Rights Offering Amount (the "New Secured Convertible Notes"). The New Secured Convertible Notes shall be on terms acceptable to the Debtors and the Required Backstop Parties and consistent with the material terms set forth in the term sheet attached hereto as **Exhibit 3** (the "New Secured Notes Term Sheet").
Exit ABL Facility	On the Effective Date, the Reorganized Debtors shall enter into a new credit agreement (the "Exit ABL Credit Agreement" and, collectively with any other definitive documentation governing the Exit ABL Facility, the "Exit ABL Documents") providing for a new senior secured asset-based revolving loan facility in the aggregate principal commitment amount of not less than $20 million, and shall provide for a not less than $20 million letter of credit sub-limit (the "Exit ABL Facility"), which shall refinance and replace the DIP ABL Facility, and the Existing L/Cs outstanding under the DIP ABL Facility shall be deemed outstanding under the Exit ABL Facility. The Exit ABL Documents shall be on terms substantially similar to the Existing Credit Documents, and shall be on terms reasonably acceptable to the Reorganized HCR Entities and the Required Backstop Parties.

Treatment of Claims and Interests Under the Restructuring and the Plan	
Claim	**Proposed Treatment**
Unclassified Claims	
DIP ABL Claims	**Treatment.** On the Effective Date, each holder of an Allowed claim under DIP ABL Agreement (collectively, the "DIP ABL Claims") shall receive payment in full in cash from the proceeds of the Exit ABL Facility, and the Existing L/Cs under the DIP ABL Facility that remain undrawn as of the Effective Date shall be deemed outstanding under the Exit ABL Facility or, if necessary, be 105% cash collateralized as of the Effective Date and remain outstanding. **Voting.** Not classified; non-voting.
DIP Term Loan Claims	**Treatment.** On the Effective Date, each holder of an Allowed claim under the DIP TL Agreement (collectively, the "DIP Term Loan Claims") shall receive payment in full in cash from the proceeds of the Rights Offering and Backstop Purchase Agreement. **Voting.** Not classified; non-voting.
Administrative Claims	**Treatment.** Except to the extent that a holder of an Allowed administrative claim (collectively, the "Administrative Claims") and the Debtors, with the consent of the Required Backstop Parties, which consent shall not be unreasonably withheld, agree in writing to less favorable treatment for such Administrative Claim, such holder shall receive payment in full, in cash, of the unpaid portion of its Allowed Administrative Claim on the Effective Date or as soon thereafter as reasonably practicable (or, if payment is not then due, on the due date of such Allowed Administrative Claim). Administrative Claims shall include, among other things: (a) claims against the Debtors arising under section 503(b) of the Bankruptcy Code; (b) Allowed claims for reasonable fees and expenses of professionals retained in the Chapter 11 Cases with the approval of the Bankruptcy Court; and (c) the Backstop Expenses and the Liquidated Damages Payment in accordance with the terms and conditions of the Backstop Purchase Agreement and the Backstop Order. **Voting.** Not classified; non-voting.
Priority Tax Claims	**Treatment.** All Allowed claims against the Debtors under section 507(a)(8) of the Bankruptcy Code (collectively, the "Priority Tax Claims") shall be treated in accordance with section 1129(a)(9)(C) of the Bankruptcy Code. **Voting.** Not classified; non-voting.
Intercompany Claims	There shall be no distributions on account of intercompany claims between and among the Debtors and their subsidiaries. Notwithstanding the foregoing, (a) the Debtors, with the consent of the Required Backstop Parties, may reinstate or compromise, as the case may be, the intercompany claims between and among the Debtors and their subsidiaries, and (b) the treatment of the intercompany claims shall be effectuated in a tax efficient manner.

Classified Claims and Interests	
Other Secured Claims	**Treatment.** Except to the extent that a holder of an Allowed secured claim, other than a DIP Claim (collectively, the "Other Secured Claims"), and the Debtors, with the consent of the Required Backstop Parties, which consent shall not be unreasonably withheld, agree in writing to less favorable treatment for such Other Secured Claim, such holder shall receive either (a) payment in full in cash of the unpaid portion of their Allowed Other Secured Claims, including any interest thereon required to be paid under section 506(b) of the Bankruptcy Code (or if payment is not then due, on the due date of such Allowed Other Secured Claims), (b) reinstatement pursuant to section 1124 of the Bankruptcy Code, (c) the return or abandonment of the collateral securing such claim to such holder, or (d) such other treatment necessary to satisfy section 1129 of the Bankruptcy Code. **Voting.** Unimpaired. Each holder of an Allowed Other Secured Claim will be conclusively deemed to have accepted the Plan pursuant to section 1126(f) of the Bankruptcy Code. Therefore, each holder of an Allowed Other Secured Claim will not be entitled to vote to accept or reject the Plan.
Other Priority Claims	**Treatment.** Except to the extent that a holder of an Allowed claim described in section 507(a) of the Bankruptcy Code, other than a Priority Tax Claim (collectively, the "Other Priority Claims") and the Debtors, with the consent of the Required Backstop Parties, which consent shall not be unreasonably withheld, agree in writing to less favorable treatment for such Other Priority Claim, such holder shall receive payment in full, in cash, of the unpaid portion of its Allowed Other Priority Claim on the Effective Date or as soon thereafter as reasonably practicable (or, if payment is not then due, on the due date of such Other Priority Claim). **Voting.** Unimpaired. Each holder of an Other Priority Claim will be conclusively deemed to have accepted the Plan pursuant to section 1126(f) of the Bankruptcy Code. Therefore, each holder of an Allowed Other Priority Claim will not be entitled to vote to accept or reject the Plan.
Senior Notes Claims	**Treatment.** On the Effective Date or as soon thereafter as reasonably practicable, each holder of an Allowed claim arising under the Senior Notes Documents (collectively, the "Senior Notes Claims"), except to the extent that a holder of an Allowed Senior Notes Claim agrees to less favorable treatment of its Allowed Senior Notes Claim, shall receive its *pro rata* share of: (a) the Rights (which shall be attached to each Allowed Senior Notes Claim and transferable with such Allowed Senior Notes Claim as set forth in the Rights Offering Procedures, but the Rights may only be exercised to the extent the holder is an Accredited Investor); and (b) 100% of the common equity of Reorganized Holdco (the "New Common Stock") shared *pro rata* with the holders of Allowed General Unsecured Claims (as defined herein) (subject to dilution on account of (i) the New Common Stock issued upon conversion of the New Secured Convertible Notes, and (ii) the MIP Equity). **Voting.** Impaired. Each holder of an Allowed Senior Notes Claim will be entitled to vote to accept or reject the Plan.

General Unsecured Claims	**Treatment.** On the Effective Date or as soon thereafter as reasonably practicable, each holder of an Allowed unsecured claim that is not (a) an Administrative Claim, (b) a Priority Tax Claim, (c) an Other Priority Claim, (d) a Senior Notes Claim, (e) an Intercompany Claim, or (f) a Section 510(b) Claim (as defined below) (collectively, the "General Unsecured Claims"), except to the extent that a holder of an Allowed General Unsecured Claim agrees to less favorable treatment of its Allowed General Unsecured Claim, shall receive its *pro rata* share of: (c) the 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 the Rights may only be exercised to the extent the holder is an Accredited Investor); and (d) 100% of the New Common Stock shared *pro rata* with the holders of Allowed Senior Notes Claims (subject to dilution on account of (i) the New Common Stock issued upon conversion of the New Secured Convertible Notes, and (ii) the MIP Equity). **Voting.** Impaired. Each holder of an Allowed General Unsecured Claim will be entitled to vote to accept or reject the Plan.
Section 510(b) Claims	**Treatment.** Holders of any claim subject to subordination under section 510(b) of the Bankruptcy Code (collectively, the "Section 510(b) Claims"), shall receive no recovery. **Voting.** Impaired. Each holder of a Section 510(b) Claim will be deemed to have rejected the Plan pursuant to section 1126(g) of the Bankruptcy Code. Therefore, each holder of a Section 510(b) Claim will not be entitled to vote to accept or reject the Plan.
Interests in Holdco	**Treatment**. On the Effective Date, all Interests in Holdco will be cancelled and the holders of Interests in Holdco shall not receive or retain any distribution, property, or other value on account of their Interests in Holdco. "Interests" means the common stock, preferred stock, limited liability company interests, and any other equity, ownership, or profits interests of any Debtor and options, warrants, rights, or other securities or agreements to acquire the common stock, preferred stock, limited liability company interests, or other equity, ownership, or profits interests of any Debtor (whether or not arising under or in connection with any employment agreement). **Voting.** Impaired. Holders of Interests in Holdco are deemed to have rejected the Plan pursuant to section 1126(g) of the Bankruptcy Code and, therefore, are not entitled to vote to accept or reject the Plan.
General Provisions	
Capital Structure	On the Effective Date, the debt and equity capital structure of the Reorganized Debtors will be consistent in all material respects with the capital structure of the Reorganized Debtors as set forth in this Term Sheet, unless otherwise agreed to by the Required Backstop Parties. Neither the New Common Stock, the New Secured Convertible Notes nor any other Interests in of any of the Reorganized Debtors will be listed for trading on a securities exchange, and none of the Reorganized Debtors will be required to file

	reports with the United States Securities and Exchange Commission unless it is required to do so pursuant to the Exchange Act.
Interests in Holdco Subsidiaries	All existing Interests in HCR Entities other than Holdco shall remain effective and outstanding on the Effective Date and shall be owned and held by the same applicable Person(s) that held or owned such Interests immediately before the Effective Date.
Executory Contracts and Unexpired Leases	Executory contracts and unexpired leases shall be assumed or rejected (as the case may be), as determined by the Debtors, and with the consent of the Required Backstop Parties, which consent shall not be unreasonably withheld; provided, however, that any executory contract or unexpired lease between any of the HCR Entities in respect of the use of rail cars shall be assumed or rejected by the applicable HCR Entity (such executory contracts or unexpired leases, the "Railcar Leases") only with the consent of the Required Backstop Parties; provided, further, that the Debtors shall not enter into any modification or amendment to any Railcar Leases or enter into any new Railcar Leases without the consent of the Required Backstop Parties.
Employee Compensation, Severance, and Benefits Programs	All employment agreements and severance policies, including all employment, compensation and benefit plans, policies, and programs of the Debtors applicable to any of their employees and retirees, including without limitation, all workers' compensation programs, savings plans, retirement plans, healthcare plans, disability plans, incentive plans, life and accidental death and dismemberment insurance plans (collectively, the "Specified Employee Plans"), shall be assumed by the Debtors (and assigned to the Reorganized Debtors, if necessary) pursuant to section 365(a) of the Bankruptcy Code, either by separate motion filed with the Bankruptcy Court or pursuant to the terms of the Plan and the order confirming the Plan; provided, in each case, with respect to any provision of a Specified Employee Plan that relates to a "change in control", "change of control" or words of similar import, that the Debtors, and, if applicable, the individual participants in the applicable Specified Employee Plan, agree that the Restructuring and related transactions do not constitute such an event for purposes of such Specified Employee Plan. Notwithstanding anything contained herein, any employment agreements or offer letters relating to senior management personnel and officers of the HCR Entities shall not be assumed without the advanced written consent of the Required Backstop Parties.
D&O Liability Insurance Policies, Tail Policies, and Indemnification	The Debtors shall maintain and continue in full force and effect all insurance policies (and purchase any related tail policies providing for coverage for at least a six-year period after the Effective Date) for directors', managers' and officers' liability (the "D&O Liability Insurance Policies"). The Debtors shall assume (and assign to the Reorganized Debtors, if necessary), pursuant to section 365(a) of the Bankruptcy Code, either by a separate motion filed with the Bankruptcy Court or pursuant to the terms of the Plan and the order confirming the Plan, all of the D&O Liability Insurance Policies and all indemnification provision in existence as of the date of the RSA for directors, managers and officers of the HCR Entities (whether in by-laws, certificate of formation or incorporation, board resolutions, employment contracts, or otherwise, such indemnification provisions, "Indemnification Provisions"). All claims arising from the D&O Liability Insurance Policies and such Indemnification Provisions shall be unimpaired by the Plan. Notwithstanding anything to the contrary herein, the Reorganized Debtors shall not assume any obligations under the Indemnification Provisions with respect to any of the Debtors'

	senior officers or managers, as applicable, who (i) received retention payments from the Debtors in July 2020 and prior to the Petition Date, and (ii) are not employed by the Reorganized Debtors as of June 30, 2021 (such senior managers or officers, the "Designated Persons").
Cancellation of Instruments, Certificates and Other Documents	On the Effective Date, except to the extent otherwise provided above or in the Plan, all instruments, certificates and other documents evidencing indebtedness or debt securities of, or Interests in, any of the Debtors shall be cancelled, and the obligations of the Debtors thereunder, or in any way related thereto, shall be discharged.
Restructuring Expenses	On the Effective Date, in addition to the Backstop Expenses, without the need to file a fee or retention application in the Chapter 11 Cases, the HCR Entities shall pay all reasonable and documented fees and expenses, including fees and expenses estimated to be incurred through the Effective Date to the extent invoiced at least one (1) business day prior to the Effective Date, of the Ad Hoc Group Advisors (the "Restructuring Expenses").
Exemption from SEC Registration	The issuance of all securities under the Plan will be exempt from registration under (a) section 1145 of the Bankruptcy Code to the extent permitted pursuant to section 1145 of the Bankruptcy Code, or (b) such other applicable securities law exemption that is acceptable to the Debtors and the Required Backstop Parties.
Definitive Documentation	The Definitive Documentation, including the Plan Supplement, shall be in form and substance acceptable to the Debtors and the Required Backstop Parties. The Plan and each of the Definitive Documentation shall contain conditions precedent that are usual and customary for the transactions contemplated thereby.
Tax Issues	The terms of the Restructuring shall, to the extent practicable, be structured to (a) preserve or otherwise maximize favorable tax attributes (including tax basis) of the HCR Entities, and (b) achieve the most optimal and efficient tax outcomes for the HCR Entities, the Consenting Noteholders, and the Backstop Parties taking into account applicable tax and securities law, applicable regulations, and business and cost considerations, in a manner acceptable to the Debtors and the Required Backstop Parties.
Fiduciary Out	Notwithstanding anything to the contrary herein, the terms of this Term Sheet shall be subject to the "fiduciary out" provisions set forth in the RSA.
Company Governance/Organizational Documents/Release	
New Board	The composition of Reorganized Holdco's initial board of directors (the "New Board") shall consist of five (5) directors in total, which shall include (a) the Chief Executive Officer of Reorganized Holdco and (b) other directors designated by the Backstop Parties prior to the Effective Date and disclosed in the Plan Supplement.
Management Incentive Plan	After the Effective Date, the New Board shall adopt a management equity incentive plan (the "MIP") pursuant to which New Common Stock (or restricted stock units, options, or other instruments (including "profits interests" in Reorganized Holdco), or some combination of the foregoing) representing up to 10% of the New Common Stock issued as of the Effective Date on a fully diluted basis may be reserved for grants (the "MIP Equity") to be made from time to time to the directors, officers, and other management of Reorganized Holdco, subject to the terms and conditions

	set forth in the MIP. The details and allocation of the MIP and the underlying awards will be determined by the New Board.
New Stockholders' Agreement / Amended Governance Documents	Holders of New Common Stock shall be deemed parties to the New Stockholders' Agreement, subject to the consent rights set forth in the RSA, the material terms of which shall be set forth in the Plan Supplement. The Amended Governance Documents shall be subject to the consent rights set forth in the RSA.
Releases	The Plan and order confirming the Plan shall provide customary mutual releases, with a customary exclusion for criminal acts, gross negligence, willful misconduct, and fraud, in each case, to the fullest extent permitted by law, for the benefit of the HCR Entities, members of the Ad Hoc Group, the DIP ABL Lenders, the DIP ABL Agent, the DIP Term Loan Lenders, the DIP Term Loan Agent, the Consenting Noteholders, the Backstop Parties, the Existing Agent, the Existing Lenders, and such entities' respective current and former affiliates, and such entities' and their current and former affiliates' current and former officers, managers, directors, equity holders (regardless of whether such interests are held directly or indirectly), predecessors, successors, assigns, subsidiaries, and each of their current and former officers, managers, directors, equity holders, principals, members, employees, agents, managed accounts or funds, management companies, fund advisors, advisory board members, financial advisors, partners, attorneys, accountants, investment bankers, consultants, representatives, and other professionals, each in their capacity as such (collectively, the "Released Parties"); provided, that the Designated Persons shall not be Released Parties. Such releases shall include, without limitation, any and all claims, obligations, rights, suits, damages, causes of action, remedies, and liabilities whatsoever, whether known or unknown, foreseen or unforeseen, existing or hereinafter arising, in law, equity, or otherwise, including any derivative claims and avoidance actions, of the HCR Entities and such other releasing party, whether known or unknown, foreseen or unforeseen, existing or hereinafter arising, in law, equity, or otherwise, that the HCR Entities or such other releasing party would have been legally entitled to assert in its own right (whether individually or collectively), or on behalf of the holder of any claim or equity interest (whether individually or collectively) or other entity, based in whole or in part upon any act or omission, transaction, or other occurrence or circumstances existing or taking place at any time prior to or on the Effective Date arising from or related in any way in whole or in part to the HCR Entities or their affiliates or subsidiaries, the Existing Credit Facility, the Senior Notes, the DIP ABL Facility, the DIP Term Loan Facility, the Exit ABL Facility, the Chapter 11 Cases, the purchase, sale, or rescission of the purchase or sale of any security of the HCR Entities, the subject matter of, or the transactions or events giving rise to, any claim or equity interest that is treated in the Plan, or the negotiation, formulation, or preparation of the Definitive Documentation or related agreements, instruments, or other documents. To the maximum extent permitted by applicable law, any such releases shall bind all parties who affirmatively vote to accept the Plan, those parties who abstain from voting on the Plan if they fail to opt-out of the releases, those parties that vote to reject the Plan unless they opt-out of the releases, and those non-voting parties that fail to return an opt-out form.
Exculpation	Customary exculpation provisions.

Discharge	Customary discharge provisions.
Injunction	Customary injunction provisions.

* * * *

Exhibit 1

DIP ABL Agreement

DIP ABL Agreement

Available at Docket No. 9

Exhibit 2

DIP TL Agreement

DIP TL Agreement

Available at Docket No. 9

Exhibit 3

New Secured Notes Term Sheet

Hi-Crush Inc. – Summary of Terms of New Secured Convertible Notes[1]	
Issuer	▪ Reorganized Holdco
Guarantors	▪ All domestic subsidiaries of Reorganized Holdco
Size	▪ $48.1 million of New Secured Convertible Notes (inclusive of $4.8 million on account of the Put Option Premium) to be issued on the Effective Date
Initial Principal Amount	▪ $1,000 per New Secured Convertible Note
Initial Purchasers	▪ Holders of Allowed Senior Notes Claims and Allowed General Unsecured Claims who are Accredited Investors and participate in the Rights Offering; to be fully backstopped by the Backstop Parties
Trustee / Collateral Agent	▪ To be selected by the Required Backstop Parties
Collateral and Priority	▪ Secured on (a) a second lien basis on all assets of the Issuer and the Guarantors securing any obligations under the prepetition credit agreement (the "Exit ABL Priority Collateral"), which such Exit ABL Priority Collateral shall secure on a first lien basis the obligations of the Issuer and the Guarantors under the Exit ABL Facility, and (b) a first lien basis on all assets that do not constitute Exit ABL Priority Collateral, in each case, subject to certain exceptions agreed to by the Required Backstop Parties. ▪ A typical crossing-lien arrangement and secured note/ABL intercreditor agreement, in each case that is acceptable to the Required Backstop Parties, shall be entered into in order to provide the holders of the New Secured Convertible Notes with first lien claims on all assets of the Issuer and the Guarantors other than the Exit ABL Priority Collateral, on which the holders of the New Secured Convertible Notes would have a second lien claim.
Interest Rate and Fees	▪ Interest Rate: 8.0%, payable in cash; or 10.0% payable in-kind at the Issuer's option.
Conversion	▪ In the aggregate, convertible into 95% of the total number of shares of New Common Stock that are issued and outstanding on the Effective Date after giving effect to the consummation of the Restructuring (subject to dilution by the MIP Equity). ▪ The New Secured Convertible Notes will be convertible at any time in whole or in part at the sole option of the holder thereof. ▪ Mandatory Conversion Events: None, except for mandatory conversion upon the consummation of a M&A transaction involving all, or substantially all, of the Issuer's and Guarantors' assets that has been consented to by holders of at least two-thirds in amount of the aggregate principal amount of all then outstanding New Secured Convertible Notes.
Maturity	▪ 5½ years from the issue date
Amortization	▪ None
Call Protection	▪ NC2 / 50% of the coupon / 25% of the coupon / par
Use of Proceeds	▪ To satisfy DIP Term Loan Facility obligations, pay expenses incurred in connection with the Restructuring and for working capital and other general corporate purposes
Mandatory Prepayments	▪ Asset sale offers shall be made at par with any excess cash proceeds after giving effect to reinvestment rights acceptable to the Required Backstop Parties ▪ Such asset sale offers shall be subject to *de minimis* exceptions and customary carveouts acceptable to the Required Backstop Parties

[1] Defined terms used herein but not defined herein shall have the definitions assigned to such terms in the Restructuring Term Sheet to which this Exhibit 2 is attached.

Change of Control	▪ To be defined in a manner acceptable to the Required Backstop Parties ▪ Occurrence triggers a 101 Change of Control Offer
Governance Voting Rights	▪ Pursuant to Section 221 of Delaware Law, holders shall be entitled to vote upon all matters upon which holders of any class or classes of New Common Stock have the right to vote and shall be deemed to be stockholders of Reorganized Holdco (and the New Secured Convertible Notes shall be deemed to be stock) for the purpose of any provision of Delaware law that requires the vote of stockholders as a prerequisite to any corporate action, including the appointment of directors. The number of votes represented by each New Secured Convertible Note shall be equal to the largest number of whole shares of New Common Stock (rounded down to the nearest whole share) into which such New Secured Convertible Note may be converted, in accordance with the indenture governing the terms of the New Secured Convertible Notes, at the record date for the determination of the stockholders entitled to vote on such matters or, if no such record date is established, at the date such vote is taken.
Covenants	▪ To include an aggregate of $35 million of debt and lien incurrence capacity for project financing, with all such project financing to be subject to the approval of the New Board in all respects. ▪ To include other affirmative and negative covenants acceptable to the Required Backstop Parties
Financial Covenants	▪ None
Events of Default	▪ To include events of default acceptable to the Required Backstop Parties
Conditions Precedent	▪ Other customary conditions precedent for an issuance of senior secured convertible notes ▪ Consummation of a plan of reorganization acceptable to the Required Backstop Parties ▪ Execution of definitive documentation acceptable to the Required Backstop Parties

Exhibit B to the Restructuring Support Agreement

Form of Transferee Joinder

Form of Transferee Joinder

This joinder (this "Joinder") to the Restructuring Support Agreement (the "Agreement"), dated as of July 12, 2020, by and among: (i) the HCR Entities and (ii) Consenting Noteholders, is executed and delivered by [_____] (the "Joining Party") as of [_____]. Each capitalized term used herein but not otherwise defined shall have the meaning ascribed to it in the Agreement.

1. Agreement to be Bound. The Joining Party hereby agrees to be bound by all of the terms of the Agreement, a copy of which is attached to this Joinder as Annex 1 (as the same has been or may be hereafter amended, restated, or otherwise modified from time to time in accordance with the provisions thereof). The Joining Party shall hereafter be deemed to be a Party for all purposes under the Agreement and one or more of the entities comprising the Consenting Noteholder.

2. Representations and Warranties. The Joining Party hereby represents and warrants to each other Party to the Agreement that, as of the date hereof, such Joining Party (a) is the legal or beneficial holder of, and has all necessary authority (including authority to bind any other legal or beneficial holder) with respect to, the Senior Notes Claims identified below its name on the signature page hereof, and (b) makes, as of the date hereof, the representations and warranties set forth in Section 17(a) of the Agreement to each other Party.

3. Governing Law. This Joinder shall be governed by and construed in accordance with the internal laws of the State of New York without regard to any conflicts of law provisions which would require the application of the law of any other jurisdiction.

4. Notice. All notices and other communications given or made pursuant to the Agreement shall be sent to:

To the Joining Party at:

[JOINING PARTY]
[ADDRESS]
Attn:
Facsimile:
Email:

IN WITNESS WHEREOF, the Joining Party has caused this Joinder to be executed as of the date first written above.

[JOINING PARTY]

_____

By:
Name:
Title:

Principal Amount of Senior Notes Claims: $_____

Notice Address:

Fax:
Attention:
Email:

Annex 1 to the Form of Transferee Joinder

Restructuring Support Agreement

Exhibit E

Rights Offering Procedures

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

In re:	:	Chapter 11
HI-CRUSH INC., *et al.*,	:	Case No. 20-33495 (DRJ)
Debtors.[1]	:	(Jointly Administered)

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 August 15, 2020 (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"),[2] 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

[1] 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.

[2] 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, executed on or about August 17, 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.

offering (the "Rights Offering") pursuant to which each holder of an Eligible Claim (as defined 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:

Event	Date or Time
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[3] 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

[3] 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

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.

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SCHEDULE 1

Form of Rights Exercise Form

INSTRUCTIONS TO RIGHTS EXERCISE FORM[1]

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

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.

[1] 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 voidance, 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:

$_____ *[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.

$_____ (the Total Maximum Subscription Amount)[1] *[PRE-PRINTED]*

[1] 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,

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.

$_____ (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.

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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.

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[2]: _____

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: _____

[2] 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[3] 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) 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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[3] 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[1]

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."

[1] 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;[1]

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.

[1] 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**	**Box B** **Nominee Proxy - Only if Needed**
DTC Participant Name: _____	DTC Participant Name: _____
DTC Participant Number: _____	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 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 U322H AA 0) held by this account 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:	Medallion Guarantee:
Nominee Authorized Signature:_____	Nominee Authorized Signature:_____
Nominee Contact Name:_____	Nominee Contact Name:_____
Nominee Contact Tel #:_____	Nominee Contact Tel #:_____
Nominee Contact Email:_____	Nominee Contact Email:_____
Beneficial Holder Name:_____	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 B

Financial Projections

Exhibit B: Financial Projections

The Debtors believe that the Plan[1] meets the feasibility requirement set forth in section 1129(a)(11) of the Bankruptcy Code, as confirmation is not likely to be followed by liquidation or the need for further financial reorganization of the Debtors or any successor under the Plan. In connection with the planning and development of a plan of reorganization and for the purposes of determining whether such plan would satisfy this feasibility standard, the Debtors analyzed their ability to satisfy their financial obligations while maintaining sufficient liquidity and capital resources.

The Debtors do not, as a matter of course, publish their business plans or strategies, projections or anticipated financial position. Accordingly, the Debtors do not anticipate that they will, and disclaim any obligation to, furnish updated business plans or Financial Projections to holders of Claims or other parties in interest going forward, or to include such information in documents required to be filed with the SEC or otherwise make such information public, unless required to do so by the SEC or other regulatory bodies pursuant to the provisions of the Plan.

In connection with the Disclosure Statement, the Debtors' management team ("Management") prepared the Financial Projections for the years 2020 through 2025 (the "Projection Period"). The Financial Projections were prepared by Management and are based on several assumptions made by Management with respect to the future performance of the Reorganized Debtors' operations.

The Debtors have prepared the Financial Projections based on information available to them, including information derived from public sources that have not been independently verified. No representation or warranty, expressed or implied, is provided in relation to fairness, accuracy, correctness, completeness, or reliability of the information, opinions, or conclusions expressed herein.

THESE FINANCIAL PROJECTIONS WERE NOT PREPARED WITH A VIEW TOWARD COMPLIANCE WITH PUBLISHED GUIDELINES OF THE SEC OR GUIDELINES ESTABLISHED BY THE AMERICAN INSTITUTE OF CERTIFIED PUBLIC ACCOUNTANTS FOR PREPARATION AND PRESENTATION OF PROSPECTIVE FINANCIAL INFORMATION.

ALTHOUGH MANAGEMENT HAS PREPARED THE FINANCIAL PROJECTIONS IN GOOD FAITH AND BELIEVES THE ASSUMPTIONS TO BE REASONABLE, IT IS IMPORTANT TO NOTE THAT NEITHER THE DEBTORS NOR THE REORGANIZED DEBTORS CAN PROVIDE ANY ASSURANCE THAT SUCH ASSUMPTIONS WILL BE REALIZED. AS DESCRIBED IN DETAIL IN THE DISCLOSURE STATEMENT, A VARIETY OF RISK FACTORS COULD AFFECT THE RESULTS AND MUST BE CONSIDERED. ACCORDINGLY, THE FINANCIAL PROJECTIONS SHOULD BE REVIEWED IN CONJUNCTION WITH A REVIEW OF THE DISCLOSURE STATEMENT

[1] All capitalized terms used but not otherwise defined herein shall have the meanings ascribed to them in the *Disclosure Statement for the Joint Chapter 11 Plan of Reorganization for Hi-Crush and Its Debtor Affiliates* (the "Disclosure Statement"), to which these Financial Projections are attached as **Exhibit B**.

AND THE ASSUMPTIONS DESCRIBED HEREIN, INCLUDING ALL RELEVANT QUALIFICATIONS AND FOOTNOTES.

The Financial Projections contain certain forward-looking statements, all of which are based on various estimates and assumptions. Such forward looking statements are subject to inherent uncertainties and to a wide variety of significant business, economic, and competitive risks, including those summarized herein. When used in the Financial Projections, the words, "anticipate," "believe," "estimate," "will," "may," "intend," "expect," and similar expressions should be generally identified as forward-looking statements. Although the Debtors believe that their plans, intentions, and expectations reflected in the forward-looking statements are reasonable, they cannot be sure that they will be achieved. These statements are only predictions and are not guarantees of future performance or results. Forward-looking statements are subject to risks and uncertainties that could cause actual results to differ materially from those contemplated by a forward-looking statement. All forward-looking statements attributable to the Debtors or Persons or Entities acting on their behalf are expressly qualified in their entirety by the cautionary statements set forth herein. Forward-looking statements speak only as of the date on which they are made. Except as required by law, the Debtors expressly disclaim any obligation to update any forward-looking statement, whether because of new information, future events, or otherwise.

The Financial Projections should be read in conjunction with the assumptions, qualifications, and explanations set forth in the Disclosure Statement and the Plan in their entirety as well as the notes and assumptions set forth below.

The Financial Projections are subject to inherent risks and uncertainties, most of which are difficult to predict and many of which are beyond Management's control. Although Management believes these assumptions are reasonable under the circumstances, such assumptions are subject to significant uncertainties, including, but not limited to, (a) changes in capital spending on oil and natural gas well completions in various end markets; (b) oil, natural gas, and other commodity pricing; (c) applicable laws and regulations; (d) interest rates and inflation; (e) business combinations among the Debtors' competitors, suppliers, and customers; (f) severe or unseasonable weather; and (g) availability and cost of raw materials. Additional information regarding these uncertainties are described in Article VI of the Disclosure Statement. Should one or more of the risks or uncertainties referenced in the Disclosure Statement occur, or should underlying assumptions prove incorrect, actual results and plans could differ materially from those expressed in the Financial Projections. Further, new factors could cause actual results to differ materially from those described in the Financial Projections, and it is not possible to predict all such factors, or to the extent to which any such factor or combination of factors may cause actual results to differ from those contained in the Financial Projections. The Financial Projections herein are not, and must not be viewed as, a representation of fact, prediction or guaranty of the reorganized Debtors' future performance.

A. General Assumptions

i. Overview

The Debtors and their consolidated subsidiaries provide fully-integrated proppant and related logistics services to a diverse group of oil and gas exploration and production companies

and providers of oilfield services in the United States. The Debtors support hydraulic fracturing operations, offering frac sand production, wellsite storage systems, last mile services and software supporting supply chain and logistics operations. Frac sand is fundamental to the well completion process during hydraulic fracturing. It is used as a propping agent to facilitate the creation of fractures in the hydrocarbon-bearing rock. Proppant-filled fractures create conductive channels through which the hydrocarbons can flow more freely from the formation into the wellbore and subsequently to the surface. The Debtors principally operate the business across four business lines—(i) production and processing facilities, (ii) transportation capabilities, (iii) rail terminal facilities and (iv) logistics and well-site operations. Demand for the Debtors' services is partly a function of their clients' willingness to make capital expenditures and operating expenditures to explore for, develop and produce hydrocarbons.

Capital expenditures by oil and gas exploration and production companies tend to be relatively sensitive to volatility in oil or natural gas prices because project decisions are tied to a return on investment spanning multiple months or years. When commodity prices are depressed for longer periods of time, capital expenditure projects are routinely deferred until prices are forecasted to return to an acceptable level. In contrast, both mandatory and discretionary operating expenditures are more stable than capital expenditures as these expenditures are less sensitive to commodity price volatility. Mandatory operating expenditure projects involve activities that cannot be avoided in the short term, such as regulatory compliance, safety, contractual obligations and certain projects to maintain the well and related infrastructure in operating condition. Discretionary operating expenditure projects may not be critical to the short-term viability of a lease or field and are generally evaluated according to a simple short-term payout criterion that is less dependent on commodity price forecasts.

The Debtors' strategy as a premier provider of frac sand and logistics services relies upon their ability to leverage relationships with existing clients, within and across business lines, expand their client base in the areas where they currently operate, grow their geographic diversification through selective expansion and continue to identify and develop opportunities to enhance and differentiate their service offerings.

The Debtors have invested substantially in developing "in-basin" frac sand production facilities in the Permian Basin of West Texas and logistics capabilities to competitively position themselves as a preferred service provider among oil and gas exploration and production companies.

ii. Presentation

The Financial Projections are presented in a consistent format with forecasts included as part of the Debtors quarterly reporting releases. The projections contain non-GAAP financial measures as defined by SEC Regulation G. The Company's quarterly results releases are reported on a consolidated basis. As a result, the Company has shown the results of all consolidated entities within the Financial Projections presented herein.

iii. Accounting Policies

The Financial Projections have been prepared using accounting policies that are materially consistent with those applied in the Company's historical financial statements. The Financial Projections do not reflect the formal implementation of reorganization accounting pursuant to FASB Accounting Standards Codification Topic 852, Reorganizations ("ASC 852"). Overall, the implementation of ASC 852 is not anticipated to have a material impact on the underlying economics of the Plan.

The Debtors' independent auditor has not examined, compiled or performed any procedures with respect to the financial information contained in this exhibit.

iv. Methodology

The Financial Projections incorporate Management's operating assumptions and capital plan and are based on various strategic reviews, historical performance, management's views of market dynamics, as well as corresponding assumptions regarding pricing, market share, cost structure and key performance indicators by region and segment, including:

- production & processing facilities: monthly sand volumes, revenue per ton, cost per ton, mine utilization percentage and contribution margin;
- transportation capabilities: monthly rail freight rates, monthly railcar lease expense, realized price per ton and cost per ton of purchased sand;
- rail terminal facilities: throughput utilization percentage, compensation expenses, utilities, repair and maintenance, IT connectivity and 3rd party transload fees;
- logistics and well-site operations: storage system utilization, number of wellsite operations crews, tons per crew and trucking and equipment margins.

Additionally, management gathered input from the Company's advisors regarding the impact of a Chapter 11 filing on the Company's business plan. Management assumed a pre-arranged Chapter 11 filing on July 12, 2020 with an emergence at the end of September 2020.

v. Market Forecast

The Financial Projections were prepared based on the level of expected spending in the energy industry, which is heavily influenced by the current and expected future prices of oil and natural gas. Changes in expenditures result in an increased or decreased demand for products and services. Frac fleet and drilling rig activity, among many other factors, are indicators of the level of spending for the completion of oil and natural gas wells.

vi. Plan Consummation

The Financial Projections are based on, and assume the successful implementation of, the Reorganized Debtors' business plan. The Financial Projections assume that the Plan will be consummated in September 2020. Both the business plan and the Financial Projections reflect

numerous assumptions, including various assumptions regarding the anticipated future performance of the Reorganized Debtors, industry performance, general business and economic conditions, and other matters, many of which are beyond the control of the Reorganized Debtors. In addition, the assumptions may not fully account for the uncertainty and disruption of business that may accompany a restructuring in bankruptcy court. Therefore, although the Financial Projections are necessarily presented with numerical specificity, the actual results achieved during the period of the Financial Projections will likely vary from the projected results. These variations may be material. Accordingly, no representation can be or is being made with respect to the accuracy of the Financial Projections or the ability of the Reorganized Debtors to achieve the projected results of operations.

In deciding whether to vote to accept or reject the proposed Plan, creditors must make their own determinations as to the reasonableness of such assumptions and the reliability of the Financial Projections. Moreover, the Financial Projections were prepared solely in connection with the restructuring pursuant to the Plan.

B. Principal Assumptions for the Financial Projections

i. Revenue

The Financial Projections include revenue generated from providing frac sand and related logistics services to numerous oil and gas exploration and production and oilfield services companies. The revenue forecast is developed separately for each of the Company's primary business lines. Higher or lower activity and productivity related to the increase in sand volumes, utilization, margins, among other things, in the Company's product lines are major factors in revenue and margin generation.

ii. Operating Cost

Operating Cost includes certain variable and fixed costs, such as excavation and processing costs, employee related costs, supply, repair and maintenance costs, safety costs, rental costs, depreciation and amortization, insurance, property taxes, operating overhead and other costs. Operating Cost relies on the Company's ability to manage the workforce, supply chain, business processes, information technology systems and technological innovation and commercialization, including the impact of restructuring, business enhancements, and transformation efforts. Operating Cost is projected based on historical operating costs and expected utilization of products and services currently under contract and expectations regarding future contracts, services provided without contracts and spot sales of frac sand. Operating Cost is projected by business unit.

iii. General and Administrative Expense

General and Administrative Expense ("G&A") is primarily composed of labor costs, professional and accounting fees, legal expenses, taxes, property and casualty insurance premiums and other expenses associated with corporate overhead. Projected G&A is based primarily on historical G&A costs, adjusted for inflationary expectations, recent cost reduction efforts and upcoming known one-time or non-recurring expenditures. Annual G&A is projected to be

approximately $30 million in 2021 with annual average increases of approximately 8% through the projection period.

iv. Equity Investments

Equity Investments include income or loss associated with the Debtors' investment in unconsolidated equity affiliates. As non-cash income, income associated with the Debtors' equity investments is shown in the Financial Projections as a negative adjustment.

v. Capital Expenditures

Forecasted capital expenditures were prepared with consideration for the needs of the Debtors' fixed assets. Capital expenditures primarily relate to routine maintenance and investment in the Debtors' frac sand production facilities and logistics and wellsite operations equipment. Capital expenditures also include capitalized corporate expenditures, such as expenditures required to maintain the Debtors' information technology equipment and software.

vi. Working Capital & Other

Working capital assumptions are based on movements in accounts receivable, accounts payable, and other current assets and liabilities. Projected balances are based on the historical cash conversion cycle of the Company's specific business units. Prospective working capital assumptions were supplemented by Management as deemed appropriate. Other items include adjustments associated with certain forecasted non-cash G&A expenses.

vii. Cash Interest

Post-emergence cash interest is forecasted based on the post-emergence capital structure as detailed in the "Capital Structure" section included herein and the Plan and the exhibits thereto.

viii. Non-Recurring

Forecasted non-recurring items include cash deposits to and releases from a restricted account for purposes of cash collateralizing outstanding letters of credit under the Exit Facility (as defined herein).

ix. Capital Structure

The reorganized Company's estimated post-emergence capital structure is assumed to be effective at emergence at the end of September 2020. The Financial Projections assume the following key assumptions at emergence:

- A first lien secured asset-based lending facility (the "Exit Facility") entered into at emergence with $25 million in commitments and a $25 million letter of credit sub-facility. The Exit Facility is assumed to be undrawn as of the Effective Date, with approximately $24 million of existing letters of credit extended under the letter of credit sub-facility. The Exit Facility bears cash interest, payable quarterly, at a *per annum* rate of (a) for Eurodollar Loans, 1, 2, 3 or 6 month LIBOR, with a LIBOR floor of 1.00%

and (b) for ABR Loans, the Alternate Base Rate plus, in each case, the applicable amount set forth in Annex A of the Exit Facility Term Sheet. Unused commitments under the Exit Facility shall also incur (i) a commitment fee of 0.50% *per annum* and (ii) fees on outstanding letters of credit at a rate equal to the applicable margin with respect to Eurodollar Loans under the Exit Facility, payable monthly.

- $48.1 million in New Secured Convertible Notes issued at emergence. The New Secured Convertible Notes will bear interest at a fixed rate of 10% *per annum*, which will be payable semi-annually in-kind in the form of an increase to the principal amount. The New Secured Convertible Notes are set to mature five years and six months from issuance at emergence. The New Secured Convertible Notes are convertible into 95% of the pro forma New Equity Interests, subject to dilution by any New Equity Interest issued in connection with the New Management Incentive Plan Equity, as described in Article IV of the Disclosure Statement. The New Secured Convertible Notes will be secured on (i) a second lien basis on all assets of the Company securing any obligations under the Exit Facility, and (ii) a first lien basis on all assets that do not constitute collateral for such Exit Facility.

		Fiscal Year Ending December 31,					
($ in millions)	4Q'20E	2021E	2022E	2023E	2024E	2025E	FN
Projected Income Statement							
Total Revenue	$47	$264	$292	$332	$363	$425	[1,2]
(-) Operating Cost	(34)	(194)	(222)	(256)	(282)	(337)	
Gross Margin	**$13**	**$70**	**$70**	**$76**	**$81**	**$88**	
Gross Margin %	28%	26%	24%	23%	22%	21%	
(-) G&A Expense	(8)	(30)	(33)	(37)	(40)	(41)	
(- / +) Equity Investments	(2)	(6)	(6)	(6)	(6)	(6)	[3]
Adjusted EBITDA	**$3**	**$33**	**$31**	**$34**	**$35**	**$41**	
Projected Cash Flow Statement							
Adjusted EBITDA	$3	$33	$31	$34	$35	$41	
(-) Capital Expenditures	(1)	(9)	(13)	(13)	(10)	(9)	
(- / +) Change in Working Capital & Other	4	(6)	(2)	1	1	(1)	
Unlevered Free Cash Flow	**$6**	**$18**	**$16**	**$22**	**$26**	**$32**	
(-) Cash Interest	(0)	(0)	(0)	(0)	(0)	(0)	
(- / +) Non-Recurring	--	7	2	2	--	--	
Total Change in Cash	**$6**	**$25**	**$18**	**$24**	**$25**	**$31**	
Beginning Cash	$14	$20	$45	$63	$87	$112	
Ending Cash	**$20**	**$45**	**$63**	**$87**	**$112**	**$143**	

Note:

[1] Before the Petition Date, the Company received a notice of termination of a material sand purchase agreement. The Company disputes the validity of the termination and has engaged with the counterparty in an effort to resolve the dispute. The Company does not believe such alleged termination warrants any modification to the projections at this time.

[2] Implies full year revenue and Adjusted EBITDA of $283 million and $8 million, respectively, pro forma for one-time severance and restructuring costs.

[3] Reflects an adjustment resulting from non-cash income from unconsolidated equity affiliates.

EXHIBIT C

Liquidation Analysis

Exhibit C: Liquidation Analysis

Introduction

Often referred to as the "best interests of creditors" test, section 1129(a)(7) of the Bankruptcy Code[1] requires that a Bankruptcy Court find, as a condition to confirmation of a plan of reorganization, that each holder of a claim or interest in each impaired class either (i) has accepted the plan; or (ii) will receive or retain under the plan property of a value, as of the effective date of the confirmed plan, that is not less than the amount such holder would receive if the debtor was liquidated under chapter 7 of the Bankruptcy Code.[2]

To conduct this Liquidation Analysis, the Debtors and their advisors have taken the following steps:

i) estimated the cash proceeds that a chapter 7 trustee (a "**Trustee**") would generate if each Debtor's chapter 11 case was converted to a chapter 7 case on the Effective Date and the assets of such Debtor's Estate were liquidated (the "**Liquidation Proceeds**");

ii) determined the distribution that each holder of a Claim or Equity Interest would receive from the Liquidation Proceeds under the priority scheme set forth in chapter 7 (the "**Liquidation Distribution**"); and

iii) compared each holder's Liquidation Distribution to the distribution such holder would receive under the Debtors' chapter 11 Plan if the Plan were confirmed and consummated (the "**Plan Distribution**").

This Liquidation Analysis represents an estimate of cash distributions and recovery percentages based on a hypothetical chapter 7 liquidation of the Debtors' assets. It is therefore a hypothetical analysis based on certain assumptions discussed herein and in the Disclosure Statement. As such, asset values and claims discussed herein may differ materially from amounts referred to in the Plan and Disclosure Statement. The Liquidation Analysis should be read in conjunction with the assumptions, qualifications, and explanations set forth in the Disclosure Statement and the Plan in their entirety, as well as the notes and assumptions set forth below.

The determination of the costs of, and proceeds from, the hypothetical liquidation of the Debtors' assets in a chapter 7 case involves the use of estimates and assumptions that, although considered reasonable by the Debtors based on their business judgment and input from their advisors, are subject to significant business, economic, and competitive uncertainties and contingencies beyond the control of the Debtors, their management and their advisors. The Liquidation Analysis was prepared for the sole purpose of generating a reasonable, good faith estimate of the proceeds that would be generated if the Debtors' assets were liquidated in accordance with chapter 7 of the

[1] Capitalized terms used but not otherwise defined herein have the meanings ascribed to them in the Disclosure Statement, to which this Liquidation Analysis is attached **Exhibit C**, or the Plan attached to the Disclosure Statement as **Exhibit A**.

[2] Additional references to chapter 7 throughout this exhibit assumed to encompass similar insolvency proceedings in non-US jurisdictions. Local / jurisdictional laws and/or rules governing liquidation priorities outside the US are assumed to be generally consistent with those set forth in chapter 7 of the Bankruptcy Code. Any deviations of such laws and/or rules would not materially impact the conclusions of this analysis.

Bankruptcy Code. The Liquidation Analysis is not intended, and should not be used, for any other purpose.

All of the limitations and risk factors set forth in the Disclosure Statement are applicable to this Liquidation Analysis and are incorporated by reference herein. The underlying financial information in the Liquidation Analysis was prepared using policies that are generally consistent with those applied in historical financial statements but was not compiled or examined by independent accountants and was not prepared to comply with GAAP or SEC reporting requirements.

THE DEBTORS AND THEIR ADVISORS MAKE NO REPRESENTATIONS OR WARRANTIES REGARDING THE ACCURACY OF THE ESTIMATES CONTAINED HEREIN OR A CHAPTER 7 TRUSTEE'S ABILITY TO ACHIEVE FORECASTED RESULTS. IN THE EVENT THESE CHAPTER 11 CASES ARE CONVERTED TO A CHAPTER 7 LIQUIDATION, ACTUAL RESULTS COULD VARY FROM THE ESTIMATES SET FORTH IN THIS LIQUIDATION ANALYSIS.

BASIS OF PRESENTATION

The Liquidation Analysis has been prepared assuming that the Debtors' chapter 7 liquidation commences on or about September 30, 2020 (the "**Liquidation Date**"). The pro forma values referenced herein are projected as of the Liquidation Date and utilize the May 31, 2020 balance sheet and projected results of operations and cash flow over the projection period to the assumed Liquidation Date. The Debtors have assumed that the Liquidation Date is a reasonable proxy for the anticipated Effective Date. The Liquidation Analysis was prepared on a legal entity basis for each Debtor (and non-debtor) and, for presentation purposes, summarized into a consolidated report.

In preparing the Liquidation Analysis, the Debtors estimated Allowed Claims based on a review of the Debtors' financial statements and projected results of operations and cash flow over the projection period to account for estimated liabilities, as necessary. The cessation of business in a liquidation is likely to trigger certain claims and funding requirements that would otherwise not exist under the Plan absent a liquidation. Such claims could include chapter 7 administrative expense claims, including, wind down costs, trustee fees, and professional fees, among other claims. Some of these claims and funding obligations could be significant and would be entitled to administrative or priority status in payment from liquidation proceeds. The Debtors' estimates of Allowed Claims set forth in the Liquidation Analysis should not be relied on for the purpose of determining the value of any distribution to be made on account of Allowed Claims or Equity Interests under the Plan.

NOTHING CONTAINED IN THE LIQUIDATION ANALYSIS IS INTENDED TO BE, OR CONSTITUTES, A CONCESSION, ADMISSION, OR ALLOWANCE OF ANY CLAIM BY THE DEBTORS. THE ACTUAL AMOUNT OR PRIORITY OF ALLOWED CLAIMS IN THE CHAPTER 11 CASES COULD MATERIALLY DIFFER FROM THE ESTIMATED AMOUNTS SET FORTH AND USED IN THE LIQUIDATION ANALYSIS. THE DEBTORS RESERVE ALL RIGHTS TO SUPPLEMENT, MODIFY, OR AMEND THE ANALYSIS SET FORTH HEREIN.

Chapter 7 administrative expense claims that arise in a liquidation scenario would be paid in full from the Liquidation Proceeds prior to proceeds being made available for distribution to holders of Allowed Claims. Under the "absolute priority rule," no junior creditor may receive any distributions until all senior creditors are paid in full, and no equity holder may receive any distribution until all creditors are paid in full. The assumed distributions to creditors as reflected in the Liquidation Analysis are estimated in accordance with the absolute priority rule.

This Liquidation Analysis does not include any recoveries or related litigation costs resulting from any potential preference, fraudulent transfer, or other litigation or avoidance actions that may be available under the Bankruptcy Code because of the cost of such litigation, the uncertainty of the outcome, and potential disputes regarding these matters. In addition, the Liquidation Analysis assumes all customer contracts are terminated on the Liquidation Date. Rejection damages claims have been estimated for purposes of this analysis, however, actual claims could materially differ from estimates. Finally, the Liquidation Analysis does not include estimates for the tax consequences that may be triggered upon the liquidation and sale of assets in the manner described above. Such tax consequences could be material.

LIQUIDATION PROCESS

The Debtors' liquidation would be conducted pursuant to chapter 7 of the Bankruptcy Code. The Debtors have assumed that their liquidation would occur over approximately six months during which the Trustee would efficiently and effectively monetize substantially all the assets on the consolidated balance sheet and administer and wind-down the Estates.[3]

As part of the Trustee's liquidation process, the initial step would be to develop a liquidation plan designed to generate proceeds from the sale of assets that it would then distribute to creditors. This liquidation process would have three major components:

i) Cash proceeds from asset sales ("**Gross Distribution Proceeds**");

ii) Costs to liquidate the business and administer the Estates under chapter 7 (**"Liquidation Adjustments"**);

iii) Remaining proceeds available for distribution to claimants ("**Net Distribution Proceeds**").

i) Gross Distribution Proceeds

The Gross Distribution Proceeds reflect the proceeds the Trustee would generate from a hypothetical chapter 7 liquidation. Under section 704 of the Bankruptcy Code, a Trustee must, among other duties, collect and convert property of the Estates as expeditiously as is compatible with the best interests of parties in interest, which could result in potentially distressed recoveries. This Liquidation Analysis assumes the Trustee will market the assets on an accelerated timeline and consummate the sale transactions within six months from the Liquidation Date. Asset values in the liquidation process will likely be materially reduced due to, among other things, (i) the

[3] Although the Liquidation Analysis assumes the liquidation process would occur over a six-month period, it is possible the disposition and recovery from certain assets could take shorter or longer to realize.

accelerated time frame in which the assets are marketed and sold; (ii) negative vendor / customer reaction; and (iii) the generally forced nature of the sale.

The Debtors have assumed the Trustee will retain lawyers, financial advisors, and investment bankers to support the sale and transition of assets over the six-month liquidation period.

ii) The Liquidation Adjustments

The Liquidation Adjustments reflect the costs the Trustee would incur to monetize the assets and wind down the Estates in chapter 7 and include the following:

- Expenses necessary to efficiently and effectively monetize the assets (the "**Wind Down Budget**");
- Chapter 7 professional fees;
- Chapter 7 Trustee fees; and

iii) Net Distribution Proceeds

The Net Distribution Proceeds reflect amounts available to Holders of Claims after the Liquidation Adjustments are netted against the Gross Distribution Proceeds. Under this analysis, the Liquidation Proceeds are distributed to Holders of Claims against, and Equity Interests in, the Debtors in accordance with the Bankruptcy Code's priority scheme:

- Superpriority Carve-Out Claims – Claims attributed to accrued and unpaid fees for the U.S. Trustee and Clerk of the Bankruptcy Court, and certain Professional Persons (as defined in the Interim DIP Order);
- Superpriority DIP ABL Claims – Claims attributed to the DIP ABL Credit Agreement;
- Superpriority DIP Term Loan Claims – Claims attributed to the DIP Term Loan Credit Agreement, including accrued and unpaid principal and interest as of the Liquidation Date;
- Administrative Expenses – Claims for post-petition accounts payable, post-petition intercompany claims, post-petition accrued expenses, Professional Fee Claims, and other claims granted administrative expense priority status under section 503(b)(9) of the Bankruptcy Code during these Chapter 11 Cases.
- Other Secured Claims – There are no assumed Other Secured Claims for purposes of the Liquidation Analysis;
- Priority Tax Claims – Claims entitled to priority under section 507 of the Bankruptcy Code.
- Other Priority Claims – There are no assumed Other Priority Claims for purposes of the Liquidation Analysis;

- Prepetition Notes Claims – Any and all Claims arising from, under, or in connection with the Prepetition Notes, the Prepetition Notes Indenture (each, as defined in the Plan), or any other related document or agreement. Notably, the Prepetition Notes Claims maintain structural priority over General Unsecured Claims because each Debtor guaranteed the "Obligations" (as defined in the Prepetition Notes Indenture), whereas General Unsecured Claims generally only maintain a Claim against a single Debtor entity.

- General Unsecured Claims – Claims arising from non-priority claims, including certain pre-petition liabilities not subject to first-day relief and various other unsecured liabilities, and excluding the Prepetition Notes Claims.

- Intercompany Claims – Claims arising from amounts the Debtors owe to other Debtors and/or non-Debtor Affiliates;

- Intercompany Interests – Equity Interests arising from the Debtors' Equity Interests in other Debtors and Non-Debtor Affiliates.

- Old Parent Interests – Claims arising from Equity Interests in Debtor Hi-Crush Inc.

CONCLUSION

The Debtors have determined, as summarized in the table below, on the Effective Date, that the Plan will provide all Holders of Allowed Claims and Equity Interests with a recovery that is not less than what they would otherwise receive pursuant to a liquidation of the Debtors' assets under chapter 7 of the Bankruptcy Code. Accordingly, the Plan satisfies the requirement of 1129(a)(7) of the Bankruptcy Code.

Summary Recovery Table

	Plan Recoveries (1)			Chapter 7 Liquidation Recoveries (2)		
	Low	**Midpoint**	**High**	**Low**	**Midpoint**	**High**
Superpriority Carve-Out Claims	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%
Superpriority DIP ABL Claims	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%
Superpriority DIP Term Loan Claims	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%
Administrative Expenses	100.0%	100.0%	100.0%	26.9%	56.8%	70.4%
Priority Tax Claims	100.0%	100.0%	100.0%	64.7%	69.1%	84.0%
Prepetition Notes Claims	26.2%	31.9%	37.4%	0.6%	1.9%	4.7%
General Unsecured Claims	26.2%	31.9%	37.4%	0.0%	0.0%	0.5%
Intercompany Claims	N/A	N/A	N/A	0.0%	0.0%	0.0%
Intercompany Interests	N/A	N/A	N/A	0.0%	0.0%	0.0%
Old Parent Interests	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%

Notes

(1) Plan Recoveries assume full participation in the rights offering by both Prepetition Notes and General Unsecured Claims.

(2) The Liquidation Analysis was prepared on a legal entity basis for each Debtor and, for presentation purposes, summarized into a consolidated report. This entity-by-entity analysis is the reason, for example, why Priority Tax Claims receive a higher recovery than Administrative Expenses, and also why Prepetition Notes Claims and General Unsecured Claims receive any recovery in chapter 7 when neither Priority Tax Claims nor Administrative Expenses get paid in full.

The Liquidation Analysis should be reviewed with the accompanying "Specific Notes to the Liquidation Analysis" set forth on the following pages. The below tables reflect the consolidation of the standalone liquidation analyses for each Debtor and non-debtor.

USD in millions

Gross Liquidation Proceeds		31-May Net Book Value	Adjustments / Setoffs	30-Sep Pro Forma Value	Recovery Estimate % Low	Recovery Estimate % Midpoint	Recovery Estimate % High	Recovery Estimate $ Low	Recovery Estimate $ Midpoint	Recovery Estimate $ High
Current Assets										
Unrestricted Cash	[A]	32.1	(19.1)	12.9	100.0%	100.0%	100.0%	12.9	12.9	12.9
Restricted Cash	[A]	-	13.0	13.0	0.0%	0.0%	0.0%	-	-	-
Accounts Receivable	[B]	24.0	0.2	24.0	72.7%	77.7%	82.7%	17.4	18.6	19.8
Inventory	[C]	30.1	(1.8)	28.3	28.3%	35.9%	43.5%	8.0	10.2	12.3
Other Current Assets	[D]	6.4	1.0	7.4	0.0%	0.0%	0.0%	-	-	-
Total Current Assets		**92.5**	**(6.7)**	**85.6**	**44.8%**	**48.7%**	**52.6%**	**38.3**	**41.7**	**45.0**
Property Plant & Equipment, Net										
Land	[E]	272.1	(4.4)	267.7	1.7%	3.6%	5.5%	4.4	9.6	14.7
Plant & Equiptment	[F]	214.4	(3.4)	211.0	6.0%	8.5%	11.1%	12.6	18.0	23.3
Other PP&E, Net	[G]	173.6	(0.2)	173.3	13.4%	16.6%	19.7%	23.2	28.7	34.2
Total PP&E		**660.1**	**(8.0)**	**652.0**	**6.2%**	**8.6%**	**11.1%**	**40.2**	**56.3**	**72.3**
Other Assets										
Intangible Assets	[H]	36.3	(0.0)	36.3	0.0%	0.0%	0.0%	-	-	-
Investment in PropX	[I]	55.1	(16.0)	39.0	0.0%	5.0%	10.0%	-	2.0	3.9
Other Long Term Assets	[J]	48.0	(0.1)	48.0	0.0%	0.0%	0.0%	-	-	-
Total Other Assets		**139.4**	**(16.1)**	**123.3**	**0.0%**	**1.6%**	**3.2%**	**-**	**2.0**	**3.9**
Gross Liquidation Proceeds		**892.1**	**(30.8)**	**860.9**	**9.1%**	**11.6%**	**14.1%**	**78.6**	**99.9**	**121.2**
Less: Liquidation Adjustments										
Wind Down Budget	[K]							(8.1)	(8.1)	(8.1)
Professional Fees	[L]							(2.4)	(2.2)	(1.8)
Trustee Fees	[M]							(2.3)	(3.0)	(3.6)
Net Liquidation Proceeds		**892.1**	**(30.8)**	**860.9**	**7.6%**	**10.1%**	**12.5%**	**65.7**	**86.6**	**107.7**
Value Redistribution:										
Intercompany Receivables - Non-Debtor	[N]	54.7	-	54.7	0.2%	0.2%	0.2%	0.1	0.1	0.1
Investments in Subsidiaries	[O]	nmf	nmf	nmf	nmf	nmf	nmf	-	-	-
Total Value Redistribution		**54.7**	**-**	**54.7**	**0.2%**	**0.2%**	**0.2%**	**0.1**	**0.1**	**0.1**
Net Liquidation Proceeds Available for Distribution		**946.7**	**(30.8)**	**915.6**	**7.2%**	**9.5%**	**11.8%**	**65.9**	**86.7**	**107.8**

USD in millions		Claims			% Recovery			$ Recovery		
		Low	**Midpoint**	**High**	**Low**	**Midpoint**	**High**	**Low**	**Midpoint**	**High**
Total Proceeds								65.9	86.7	107.8
Less: Superpriority Carve-Out Claims	[P]	(4.7)	(4.7)	(4.7)	100.0%	100.0%	100.0%	(4.7)	(4.7)	(4.7)
Remaining Amount Available for Distribution								61.2	82.0	103.1
Less: Superpriority DIP ABL Claims	[Q]	(11.0)	(11.0)	(11.0)	100.0%	100.0%	100.0%	(11.0)	(11.0)	(11.0)
Remaining Amount Available for Distribution								50.1	70.9	92.1
Less: Superpriority DIP Term Loan Claims	[Q]	(31.8)	(31.8)	(31.8)	100.0%	100.0%	100.0%	(31.8)	(31.8)	(31.8)
Remaining Amount Available for Distribution								18.3	39.1	60.3
Less: Other Priority Claims	[R]	-	-	-	0.0%	0.0%	0.0%	-	-	-
Remaining Amount Available for Distribution								18.3	39.1	60.3
Less: Other Secured Claims	[S]	-	-	-	0.0%	0.0%	0.0%	-	-	-
Remaining Amount Available for Distribution								18.3	39.1	60.3
Less: Priority Tax Claims	[T]	(3.8)	(3.8)	(3.8)	64.7%	69.1%	84.0%	(2.5)	(2.6)	(3.2)
Remaining Amount Available for Distribution								15.9	36.5	57.1
Less: Chapter 11 Administrative Expense	[U]	(48.4)	(48.4)	(48.4)	26.9%	56.8%	70.4%	(13.0)	(27.5)	(34.1)
Remaining Amount Available for Distribution								2.8	9.0	23.0
Less: Prepetition Notes Claims	[V]	(477.8)	(477.8)	(477.8)	0.6%	1.9%	4.7%	(2.8)	(9.0)	(22.3)
Remaining Amount Available for Distribution								0.0	0.0	0.7
Less: General Unsecured Claims	[W]	(133.5)	(133.5)	(133.5)	0.0%	0.0%	0.5%	(0.0)	(0.0)	(0.7)
Remaining Amount Available for Distribution								-	-	-
Less: Intercompany Claims	[X]	(54.5)	(54.5)	(54.5)	0.0%	0.0%	0.0%	-	-	-
Remaining Amount Available for Distribution								-	-	-
Less: Intercompany Interests	[Y]	nmf	nmf	nmf	nmf	nmf	nmf	-	-	-
Remaining Amount Available for Distribution								-	-	-
Less: Old Parent Interests	[Z]	nmf	nmf	nmf	nmf	nmf	nmf	-	-	-
Remaining Amount Available for Distribution								-	-	-

SPECIFIC NOTES TO THE LIQUIDATION ANALYSIS

Gross Liquidation Proceeds from External Assets

The below table summarizes asset recoverability percentages for the Debtors' assets. Net Distribution Proceeds on the sale of non-debtor assets are recovered by the Debtors via settlement of intercompany receivables and/or equity distributions factoring the priority of claims that reside at each non-debtor (reference Value Redistribution section below).

Note	Asset Type / Assumptions	Debtors' Recovery
A	Unrestricted cash consist of all cash and liquid investments, if applicable, and restricted cash consist of cash collateralizing letters of credit. The Liquidation Analysis assumes cash collateralized letters of credit are drawn on the Liquidation Date and are not recoverable.	50%
B	Accounts Receivable consist of trade amounts owed for frac sand, transportation and logistics services provided to oilfield services companies and oil & natural gas exploration and production customers. The analysis assumes that customers would terminate contracts at the Liquidation Date and offset the costs associated with switching to a new provider against amounts owed. The interruption of business caused by the liquidation could further impact the ability of the Trustee to collect on these amounts.	78%
C	Inventory consists of wet frac sand, dry frac sand, spare parts, diesel and unleaded fuel, and sand material that is onsite or in transit. The Debtors expect wet frac sand could be sold in a liquidation scenario at values ranging from approximately $0 per ton to $3 per ton. Depending on the location of the dry sand product, the Debtors the sand can be sold at values ranging from approximately $12 to $18 per ton for Northern White Sand and $6 to $8 per ton for Kermit Sand. Associated spare parts are assumed to be liquidated with assumed de minimis recoveries.	36%
D	Other Current Assets consist of prepaid (1) insurance, rent, taxes and other miscellaneous prepaid items; (2) supplier, customer and other miscellaneous deposits; (3) deferred charges; and (4) deferred tax assets. Prepaid expenses are assumed to be recoverable to the extent such amounts can be refunded or used to offset expenses included in the Wind Down Budget.	0%

Note	Asset Type / Assumptions	Debtors' Recovery
E	Land includes owned real estate (mines and terminal properties), land acquisition costs, and mine development.	4%
F	Plant & Equipment ("PP&E") includes mining equipment and associated equipment used in processing facilities (Wet and Dry plants).	9%
G	Other PP&E, Net consists of (1) rail equipment, (2) leasehold improvements, (3) construction in progress, (4) transload facilities and equipment, (5) vehicles, and (6) other miscellaneous equipment.	17%
H	Intangible Assets includes goodwill, patents and other intangible assets.	0%
I	Investment in PropX represents the minority ownership interest in Proppant Express Investments, LLC.	5%
J	Other Long Term Assets consist of (1) right of use assets, (2) capitalized debt issuance costs, and (3) other assets.	0%

Liquidation Adjustments

K. Wind Down Budget

The Wind Down Budget includes the expenses the Trustee will incur to efficiently and effectively monetize the assets over the six-month liquidation period. These expenses relate to labor, building rent, facilities expenses, transportation expense, insurance, health and safety expenses, and taxes. The Liquidation Analysis assumes total wind down costs of approximately $8.1 million for the Debtors and their non-Debtor Affiliates over the six-month period following the Liquidation Date.

L. Professional Fees

The post-conversion Professional Fees include estimates for certain professionals that will provide assistance and services during the wind down period. The Liquidation Analysis assumes the Trustee will retain lawyers, financial advisors, and investment bankers to assist in the liquidation. These advisors will assist in marketing the Debtors' assets, litigating claims and resolving tax litigation matters, and resolving other matters relating to the wind down of the Debtors' Estates. The Liquidation Analysis estimates Professional Fees at a range of 2% to 3% of Gross Liquidation Proceeds.

M. Trustee Fees

Section 326(a) of the Bankruptcy Code provides that Trustee Fees may not exceed 3% of distributable proceeds *in excess* of $1 million. The Liquidation Analysis assumes the Trustee Fees would be approximately 3% of Gross Liquidation Proceeds from External Assets.

Value Redistribution

For purposes of determining the recoverability of (i) intercompany receivables owed to the Debtors from non-Debtor Affiliates and (ii) the Debtors' Equity Interests in non-Debtor Affiliated subsidiaries, individual liquidation analyses were performed on each Debtor and non-Debtor Affiliate on a standalone basis. The recoverability of the Debtors' intercompany receivables and investments in subsidiaries was calculated prior to determining the proceeds available for distribution to the Debtors' claimants.

N. Intercompany Receivables – Non-Debtor

Historically, the Debtors and their Affiliated subsidiaries created intercompany receivables and payables as a result of various transactions related to intercompany trade debt, overhead and expense allocations, and other intercompany charges. In addition, there are several entities that act as cash poolers for the organization. The recoverability of Intercompany Receivables owed to the Debtors is assumed to be approximately 0.2%, or $0.1 million.

O. Investments in Subsidiaries

The Debtors' investments in Affiliated subsidiaries include the Debtors' Equity Interests in Debtor and non-Debtor Affiliates. The Liquidation Analysis assumes no recoveries on the Debtors' Equity Interests in non-Debtor Affiliates.

Net Liquidation Proceeds Available for Distribution

Based on the Liquidation Analysis, the Net Liquidation Proceeds Available for Distribution to the Debtors' claimants range from approximately $65.9 million to $107.8 million.

Claims

P. Carve-Out Claims

The Interim Dip Order grants superpriority status to Allowed Professional Fees (as defined in the Interim DIP Order) earned, accrued or incurred by Professionals at any time before or on the first business day following delivery of the Carve-Out Trigger Notice (as defined in the Interim DIP Order). Additionally, the Interim DIP Order provides for payment of Allowed Professional Fees, subject to the professional fee Post-Carve-Out Trigger Notice Cap (as defined in the Interim DIP Order), incurred after the first business day following the date of delivery of the Carve-Out Trigger Notice. The Liquidation Analysis assumes approximately $4.7 million in Carve-Out Claims (as define in the Interim DIP Order) at the Liquidation Date. The Liquidation Analysis assumes the Liquidation Proceeds would be sufficient to satisfy 100% of the Carve-Out Claims

Q. DIP Facility Claims

The Bankruptcy Code grants superpriority administrative expense claim status to claims made pursuant to the Debtors' DIP Loan Document. The Liquidation Analysis assumes DIP Facility Claims outstanding as of the Liquidation Date include unpaid principal and interest in the amount of approximately $11.0 million and $31.8 million for DIP ABL Facility Claims and DIP Term Loan Facility Claims, respectively.

The Liquidation Analysis assumes the Liquidation Proceeds would be sufficient to satisfy 100% of the DIP Facility Claims.

R. Other Priority Claims

The Liquidation Analysis assumes there will be no Other Priority Claims as of the Liquidation Date.

S. Other Secured Claims

The Liquidation Analysis assumes there will be no Other Secured Claims at the Debtors as of the Liquidation Date.

T. Priority Tax Claims

Priority Tax Claims consist of accrued and unpaid income, sales and use, franchise, property, VAT and other taxes owed at the Debtors and non-debtors. The Liquidation Analysis assumes the Liquidation Proceeds would be sufficient to satisfy approximately 69% of the Priority Tax Claims.

U. Chapter 11 Administrative Expense

Chapter 11 Administrative Expense consist of estimated post-petition accrued operating expenditures and other administrative and professional services. The Liquidation Analysis assumes approximately $48.4 million in Chapter 11 Administrative Expense at the Liquidation Date. The Liquidation Analysis further assumes the Liquidation Proceeds would be sufficient to satisfy approximately 57% of the Chapter 11 Administrative Expense.

V. Prepetition Notes Claims

Prepetition Notes Claims consist of any and all Claims arising from, under, or in connection with the Prepetition Notes, the Prepetition Notes Indenture, or any related document or agreement, including for accrued and unpaid principal, interest and fees through September 30, 2020. The Liquidation Analysis assumes approximately $477.8 million in Prepetition Note Claims at the Liquidation Date. Senior Notes recovery amounts may vary from General Unsecured recovery due to the liquidation being performed on a legal entity basis and the location of each claim. The Liquidation Analysis further assumes the Liquidation Proceeds would be sufficient to satisfy approximately 2% of the Prepetition Note Claims.

W. General Unsecured Claims

General Unsecured Claims consist certain general unsecured prepetition liabilities not subject to first-day relief, and exclude the Prepetition Notes Claims. The actual amount of General Unsecured Claims could vary materially from these estimates. No order has been entered by the

Bankruptcy Court estimating or otherwise fixing the amount of General Unsecured Claims at the Debtors. The Liquidation Analysis assumes approximately $133.5 million in General Unsecured Claims at the Liquidation Date. The Liquidation Analysis further assumes the Liquidation Proceeds would be sufficient to satisfy less than 0.1% of the General Unsecured Claims.

X. Intercompany Claims

Intercompany Claims consist of amounts owed by and between the Debtors and/or non-Debtor Affiliates for pre-petition intercompany activity. The Liquidation Analysis further assumes there would be no recovery on these Claims. See Value Redistribution section above for further detail on recoverability of amounts owed by the non-debtors to the Debtors.

Y. Intercompany Interests

Intercompany Interests consist of the Debtors' Equity Interests in other Debtors or non-Debtor Affiliates. The Liquidation Analysis assumes there would be no recovery on these Equity Interests.

Z. Old Parent Interests

Old Parent Interests consist of common Equity Interests in Hi-Crush Inc. The Liquidation Analysis assumes there would be no recovery on these Equity Interests.

EXHIBIT D

[Reserved]

EXHIBIT E

Valuation Analysis

EXHIBIT E VALUATION OF THE DEBTORS

THE INFORMATION CONTAINED HEREIN IS NOT A PREDICTION OR GUARANTEE OF THE ACTUAL MARKET VALUE THAT MAY BE REALIZED THROUGH THE SALE OF ANY SECURITIES TO BE ISSUED PURSUANT TO THE PLAN. THE INFORMATION IS PRESENTED SOLELY FOR THE PURPOSE OF PROVIDING ADEQUATE INFORMATION UNDER SECTION 1125 OF THE BANKRUPTCY CODE TO ENABLE THE HOLDERS OF CLAIMS ENTITLED TO VOTE TO ACCEPT OR REJECT THE PLAN TO MAKE AN INFORMED JUDGMENT ABOUT THE PLAN AND SHOULD NOT BE USED OR RELIED UPON FOR ANY OTHER PURPOSE, INCLUDING THE PURCHASE OR SALE OF CLAIMS AGAINST THE DEBTORS OR ANY OF THEIR AFFILIATES.[1]

A summary of the valuation analysis is set forth below. The estimates of the enterprise value contained therein do not reflect values that could be attainable in public or private markets, and are not a prediction or guarantee of the actual market value that may be realized through the sale of any securities to be issued pursuant to the Plan.

Depending on the results of the Reorganized Debtors' operations, changes in the financial markets and/or other economic conditions, including the economic impact of the COVID-19 virus, the value of the Reorganized Debtors may change significantly. In addition, the valuation of newly issued securities is subject to additional uncertainties and contingencies, all of which are difficult to predict. Actual market prices of such securities at issuance will depend upon, among other things, prevailing interest rates, conditions in the financial markets, the anticipated initial securities holdings of prepetition creditors, some of which may prefer to liquidate their investments rather than hold them on a long-term basis, the potentially dilutive impact of certain events, including the conversion of convertible debt securities such as the New Secured Convertible Notes and issuance of equity securities pursuant to any management incentive compensation plan, and other factors that generally influence the prices of securities. Actual market prices of such securities also may be affected by the Debtors' history in the Chapter 11 Cases, conditions affecting generally the industry in which the Debtors participate and by other factors not capable of accurate prediction. Accordingly, the reorganization enterprise value estimated by Lazard does not necessarily reflect, and should not be construed as reflecting, values that will be attained in the public or private markets. The estimated reorganization enterprise value depends highly upon achieving the future financial results set forth in the Financial Projections, as well as the realization of certain other assumptions that are not guaranteed. The valuations set forth therein represent estimated reorganization enterprise values and do not necessarily reflect values that could be attainable in public or private markets.

Valuation Analysis of the Reorganized Debtors

A. Estimated Valuation

Solely for the purposes of the Plan and the Disclosure Statement, Lazard Frères & Co. LLC ("Lazard"), as investment banker to the Debtors, has estimated a range of total enterprise

[1] All capitalized terms used but not otherwise defined herein shall have .the meanings ascribed to them in the *Disclosure Statement for the Joint Chapter 11 Plan of Reorganization for Hi-Crush and Its Debtor Affiliates* (the "Disclosure Statement"), to which this Valuation Analysis is attached as **Exhibit E**.

value ("Enterprise Value") for the Reorganized Debtors on a consolidated going-concern basis and pro forma for the transactions contemplated by the Plan (the "Valuation Analysis"). The Valuation Analysis is based on financial information and projections provided by the Debtors' management, including the Financial Projections attached to the Disclosure Statement as **Exhibit B** (collectively the "Projections"), and information that is publicly available or was provided by other sources. The Valuation Analysis assumes that the Effective Date will occur on September 30, 2020. The valuation estimates set forth herein represent valuation analyses of the Reorganized Debtors based on the application of customary valuation techniques to the extent deemed appropriate by Lazard.

Based on the Projections and solely for the purposes of the Plan, the value of the Reorganized Debtors' operations on a going concern basis, the Enterprise Value is estimated to be approximately $145 million to $215 million with a midpoint of $180 million. The Valuation Analysis assumes that, between the date of filing of the Disclosure Statement and the assumed Effective Date, no material changes that would affect the Projections or estimated valuation will occur.

The Valuation Analysis does not constitute an opinion as to fairness from a financial point of view of the consideration to be received or paid under the Plan, of the terms and provisions of the Plan, or with respect to any other matters.

B. Valuation Methodology

The consolidated value of the Reorganized Debtors was estimated by primarily relying on two generally accepted valuation techniques: (i) Discounted Cash Flow ("DCF") Analysis and (ii) Comparable Company Analysis. While Lazard recognizes that the precedent transaction methodology is often used, Lazard believes that this methodology has less relevance for purposes of assessing the Enterprise Value of the Reorganized Debtors due to the lack of recent comparable precedent transactions, among other factors.

(i) Discounted Cash Flow Analysis:

DCF analysis is a forward-looking enterprise valuation methodology that estimates the value of an asset or business by calculating the present value of expected future cash flows to be generated by that asset or business. Under this methodology, projected future cash flows are discounted by the weighted average cost of capital of the business (the "Discount Rate"). The Discount Rate reflects the estimated rate of return that would be required by debt and equity investors to invest in the business based on its capital structure. The Enterprise Value of the firm is determined by calculating the present value of the unlevered after-tax free cash flows based on the Projections plus an estimate for the value of the firm beyond the Projection period, known as the terminal value. The range of potential terminal values was calculated by applying a multiple to earnings before interest, taxes, depreciation and amortization ("EBITDA") and by deriving a value using an assumed perpetuity growth rate applied to the unlevered after-tax free cash flow in the final year of the Projection period. The terminal value was then discounted back to the assumed Effective Date.

(ii) Comparable Public Company Analysis:

Comparable Public Company Analysis estimates the value of a company relative to other publicly traded companies with similar operating and financial characteristics. A set of publicly traded companies was selected based on similar business and financial characteristics to the Reorganized Debtors. Criteria for the selected reference group included, among other relevant characteristics, similarity in business, business risks, growth prospects, product mix, customer base, margins, geography, market presence, size and scale of operations. The selected reference group may not be comparable to the Reorganized Debtors in all aspects, and may differ materially in others.

In deriving Enterprise Value ranges under the Comparable Public Company Analysis methodology, EBITDA multiples were the primary valuation metric. Based on 2022, 2023 and "cycle"[2] multiples of the selected reference group and certain qualitative judgments based on differences between the characteristics of the Reorganized Debtors and the selected reference group, a range of multiples was then applied to the Reorganized Debtors' implied 2022, 2023 and "cycle" EBITDA. While the analysis considered implied enterprise values based on both the book and market values of debt, Lazard focused and relied on enterprise values calculated based on the market value debt.

THE VALUATION ANALYSIS REFLECTS WORK PERFORMED BY LAZARD ON THE BASIS OF INFORMATION IN RESPECT OF THE BUSINESSES AND ASSETS OF THE DEBTORS AVAILABLE TO LAZARD AS OF JULY 2, 2020. IT SHOULD BE UNDERSTOOD THAT, ALTHOUGH SUBSEQUENT DEVELOPMENTS MAY HAVE AFFECTED OR AFFECT LAZARD'S CONCLUSIONS, LAZARD DOES NOT HAVE ANY OBLIGATION TO UPDATE, REVISE, OR REAFFIRM ITS VALUATION ANALYSIS AND DOES NOT INTEND TO DO SO. LAZARD IS NOT MAKING ANY ASSESSMENT REGARDING IMPACT OR THE ECONOMIC EFFECTS OF THE COVID-19 VIRUS, INCLUDING WITH RESPECT TO THE POTENTIAL IMPACT OR EFFECTS ON THE FUTURE FINANCIAL PERFORMANCE OF THE REORGANIZED DEBTORS. SUBSEQUENT DEVELOPMENTS, INCLUDING, WITHOUT LIMITATION, IN RELATION TO COVID-19, MAY AFFECT THE PROJECTIONS AND OTHER INFORMATION THAT LAZARD UTILIZED IN THE VALUATION ANALYSIS. LAZARD ASSUMES NO RESPONSIBILITY FOR UPDATING OR REVISING THE VALUATION ANALYSIS BASED ON CIRCUMSTANCES OR EVENTS AFTER THE DATE HEREOF.

LAZARD DID NOT INDEPENDENTLY VERIFY THE PROJECTIONS OR OTHER INFORMATION THAT LAZARD USED IN THE VALUATION ANALYSIS, AND NO INDEPENDENT VALUATIONS OR APPRAISALS OF THE DEBTORS WERE SOUGHT OR OBTAINED IN CONNECTION THEREWITH.

THE VALUATION ANALYSIS WAS DEVELOPED SOLELY FOR PURPOSES OF THE PLAN AND THE ANALYSIS OF POTENTIAL RELATIVE RECOVERIES TO CREDITORS THEREUNDER. THE VALUATION ANALYSIS REFLECTS THE

[2] Defined as the average of 2018 reported EBITDA through 2023 estimated EBITDA.

APPLICATION OF VARIOUS VALUATION TECHNIQUES, DOES NOT PURPORT TO BE AN OPINION AND DOES NOT PURPORT TO REFLECT OR CONSTITUTE AN APPRAISAL, LIQUIDATION VALUE, OR ESTIMATE OF THE ACTUAL MARKET VALUE THAT MAY BE REALIZED THROUGH THE SALE OF ANY SECURITIES TO BE ISSUED OR ASSETS TO BE SOLD PURSUANT TO THE PLAN, WHICH MAY BE SIGNIFICANTLY DIFFERENT THAN THE AMOUNTS SET FORTH IN THE VALUATION ANALYSIS.

THE VALUE OF AN OPERATING BUSINESS IS SUBJECT TO NUMEROUS UNCERTAINTIES AND CONTINGENCIES THAT ARE DIFFICULT TO PREDICT AND WILL FLUCTUATE WITH CHANGES IN FACTORS AFFECTING THE FINANCIAL CONDITION AND PROSPECTS OF SUCH A BUSINESS. AS A RESULT, THE VALUATION ANALYSIS IS NOT NECESSARILY INDICATIVE OF ACTUAL OUTCOMES, WHICH MAY BE SIGNIFICANTLY MORE OR LESS FAVORABLE THAN THOSE SET FORTH HEREIN. BECAUSE SUCH ESTIMATES ARE INHERENTLY SUBJECT TO UNCERTAINTIES, NEITHER THE DEBTORS, LAZARD, NOR ANY OTHER PERSON ASSUMES RESPONSIBILITY FOR THEIR ACCURACY. IN ADDITION, THE POTENTIAL VALUATION OF NEWLY ISSUED SECURITIES IS SUBJECT TO ADDITIONAL UNCERTAINTIES AND CONTINGENCIES, ALL OF WHICH ARE DIFFICULT TO PREDICT. ACTUAL MARKET PRICES OF SUCH SECURITIES AT ISSUANCE WILL DEPEND UPON, AMONG OTHER THINGS, PREVAILING INTEREST RATES, CONDITIONS IN THE FINANCIAL AND COMMODITY MARKETS, THE ANTICIPATED INITIAL SECURITIES HOLDINGS OF PREPETITION CREDITORS, SOME OF WHICH MAY PREFER TO LIQUIDATE THEIR INVESTMENTS RATHER THAN HOLD THEM ON A LONG-TERM BASIS, THE POTENTIALLY DILUTIVE IMPACT OF CERTAIN EVENTS, INCLUDING THE CONVERSION OF CONVERTIBLE DEBT SECURITIES SUCH AS THE NEW SECURED CONVERTIBLE NOTES AND THE ISSUANCE OF EQUITY SECURITIES PURSUANT TO ANY MANAGEMENT INCENTIVE COMPENSATION PLAN, AND OTHER FACTORS THAT GENERALLY INFLUENCE THE PRICES OF SECURITIES.

Management of the Debtors advised Lazard, and Lazard assumed, that the Projections were reasonably prepared in good faith and on a basis reflecting the Debtors' best estimates and judgments as to the future operating and financial performance of the Reorganized Debtors. The Valuation Analysis assumes that the actual performance of the Reorganized Debtors will correspond to the Projections in all material respects. If the business performs at levels below or above those set forth in the Projections, such performance may have a materially negative or positive impact, respectively, on the Valuation Analysis and estimated potential ranges of Enterprise Value therein.

In preparing the Valuation Analysis, Lazard: (a) reviewed certain historical financial information of the Debtors for recent years and interim periods; (b) reviewed certain financial and operating data of the Debtors, including the Projections; (c) discussed the Debtors' operations and future prospects with the Debtors' senior management team and third-party advisors; (d) reviewed certain publicly available financial data for, and considered the market value of, public companies that Lazard deemed generally relevant in analyzing the value of the Reorganized Debtors; (e) considered certain economic and industry information that Lazard deemed generally relevant to the Reorganized Debtors; and (f) conducted such other studies, analyses, inquiries, and investigations as Lazard deemed appropriate. Lazard assumed and relied

on the accuracy and completeness of all financial and other information furnished to it by the Debtors' management and other parties as well as publicly available information.

The Valuation Analysis does not constitute a recommendation to any Holder of Allowed Claims or any other person as to how such person should vote or otherwise act with respect to the Plan. Lazard has not been requested to, and does not express any view as to, the potential value of the Reorganized Debtors' securities on issuance or at any other time.

Lazard did not estimate the value of any tax attributes nor did it estimate the impact of any cancellation of indebtedness income on the Reorganized Debtors' Projections. Such matters are subject to many uncertainties and contingencies that are difficult to predict. Any changes to the assumptions on the availability of tax attributes or the impact of cancellation of indebtedness income on the Reorganized Debtors' Projections could materially impact Lazard's valuation analysis.

THE SUMMARY SET FORTH ABOVE DOES NOT PURPORT TO BE A COMPLETE DESCRIPTION OF THE VALUATION ANALYSIS PERFORMED BY LAZARD. THE PREPARATION OF A VALUATION ANALYSIS INVOLVES VARIOUS DETERMINATIONS AS TO THE MOST APPROPRIATE AND RELEVANT METHODS OF FINANCIAL ANALYSIS AND THE APPLICATION OF THESE METHODS IN THE PARTICULAR CIRCUMSTANCES AND, THEREFORE, SUCH AN ANALYSIS IS NOT READILY SUITABLE TO SUMMARY DESCRIPTION. THE VALUATION ANALYSIS PERFORMED BY LAZARD IS NOT NECESSARILY INDICATIVE OF ACTUAL VALUES OR FUTURE RESULTS, WHICH MAY BE SIGNIFICANTLY MORE OR LESS FAVORABLE THAN THOSE DESCRIBED HEREIN.

LAZARD IS ACTING AS INVESTMENT BANKER TO THE DEBTORS, AND HAS NOT BEEN, WILL NOT BE RESPONSIBLE FOR, AND WILL NOT PROVIDE ANY TAX, ACCOUNTING, ACTUARIAL, LEGAL, OR OTHER SPECIALIST ADVICE.

EXHIBIT F

Disclosure Statement Order

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

In re:	:	Chapter 11
HI-CRUSH INC., *et al.*,[1]	:	Case No. 20-33495 (DRJ)
Debtors.	:	(Jointly Administered)

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. 176]

Upon the motion (the "**Motion**")[2] 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**");

[1] 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.

[2] Capitalized terms used but not defined herein shall have the same

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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 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 New York Times*, 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 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: August 14, 2020.

DAVID R. JONES
UNITED STATES BANKRUPTCY JUDGE

Chart A

Approved Dates and Deadlines

Event	Date/Deadline
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

In re:	:	Chapter 11
HI-CRUSH INC., *et al.*,[1]	:	Case No. 20-33496 (DRJ)
Debtors.	:	(Jointly Administered)

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. 174] (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. 175] (as may be amended, modified or supplemented from time to time, the "**Disclosure Statement**"),[2] 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, (V)*

[1] 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.

[2] Capitalized terms used but not otherwise defined herein will have the meanings set forth in the Plan.

Approving Procedures for Assumption of Contracts and Leases and Form and Manner of Cure Notice, and (VI) Granting Related Relief [Docket No. 176] (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.[3] The Disclosure Statement 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.

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**").

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,

[3] 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.

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: July 27, 2020
Houston, Texas

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

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

In re:	:	Chapter 11
HI-CRUSH INC., *et al.*,[1]	:	Case No. 20-33496 (DRJ)
Debtors.	:	(Jointly Administered)

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 Claims) and Class 5 (General Unsecured Claims), of record as of August 14, 2020 (the "**Voting Record Date**").

[1] 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.

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**").[2] The Confirmation Hearing will take place in Courtroom 400, 4th Floor, 515 Rusk Street, Houston, TX 77002 or via videoconference, if necessary.[3] 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. 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 with "Hi-Crush" in the subject line.

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:

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[2] Capitalized terms used but not otherwise defined herein will have the meanings set forth in the Plan.

[3] 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.

SUMMARY OF STATUS AND VOTING RIGHTS

Class	Claim/Equity Interest	Status	Voting Rights
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.	***Prepetition Notes Claims***	***Impaired***	***Entitled to Vote***
5.	***General Unsecured Claims***	***Impaired***	***Entitled to Vote***
6.	Intercompany Claims	Impaired	Deemed to Accept
7.	Old Affiliate Interests in any Parent Subsidiary	Unimpaired	Deemed to Accept
8.	Old Parent Interests	Impaired	Deemed to Reject

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

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

CRITICAL INFORMATION REGARDING OBJECTING TO THE PLAN

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

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

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

7. Notice Parties. The Notice Parties include:

- Counsel to the Debtors: Latham & Watkins LLP, 885 Third Avenue, New York, NY 10022 (Attn: Keith A. Simon, Esq. and Annemarie V. Reilly, Esq.) (keith.simon@lw.com and annemarie.reilly@lw.com) and Hunton Andrews Kurth LLP, 600 Travis Street, Suite 4200, Houston, TX (Attn: Timothy A. Davidson II, Esq. and Ashley L. Harper, Esq.) (TadDavidson@HuntonAK.com and AshleyHarper@HuntonAK.com);

- Counsel to the DIP ABL Agent: Simpson, Thacher & Bartlett LLP, 425 Lexington Avenue, New York, NY 10017 (Attn: Elisha Graff, Esq. and Daniel L. Biller, Esq.) (egraff@stblaw.com and dbiller@stblaw.com);

- Counsel to the Ad Hoc Noteholders Committee: Paul, Weiss, Rifkind, Wharton & Garrison, LLP, 1285 Avenue of the Americas, New York, NY 10019 (Attn: Brian S. Hermann, Esq. and Elizabeth R. McColm, Esq.) (bhermann@paulweiss.com and emccolm@paulweiss.com) and Porter Hedges LLP, 1000 Main St., 36th Floor, Houston, TX 77002 (Attn: John F. Higgins, Esq.) (JHiggins@porterhedges.com);

- Counsel to any statutory committee appointed in these Chapter 11 Cases; and

- the Office of the United States Trustee for the Southern District of Texas, 515 Rusk Street, Suite 3516, Houston, TX 77002 (Attn: Stephen Statham, Esq. and Hector Duran, Esq.) (stephen.statham@usdoj.gov and hector.duranjr@usdoj.gov).

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

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

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

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

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

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

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

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

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

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

2. ***Release By Third Parties.*** **Except as otherwise expressly provided in the Plan, effective as of the Effective Date, to the fullest extent permitted by applicable law, for good and valuable consideration provided by each of the Released Parties, the adequacy and sufficiency of which is hereby confirmed, and without limiting or otherwise modifying the scope of the Debtor Release provided by the Debtor Releasing Parties above, each Non-Debtor Releasing Party (together with the Debtor Releasing Parties, the "Releasing Parties") shall be deemed to have conclusively, absolutely, unconditionally, irrevocably, and forever provided a full discharge, waiver, and release to each of the Released Parties (and each such Released Party so released shall be deemed forever released, waived, and discharged by the Non-Debtor Releasing Parties) and their respective assets and properties (the "Third Party Release") from any and all Claims, Causes of Action, and any other debts, obligations, rights, suits, damages, actions, remedies, and liabilities whatsoever, whether known or unknown, foreseen or unforeseen, whether directly or derivatively held, existing as of the Effective Date or thereafter arising, in law, at equity or otherwise, whether for tort, contract, violations of federal or state securities laws, or otherwise, based in whole or in part upon any act or omission, transaction, or other occurrence or circumstances existing or taking place prior to or on the Effective Date arising from or related in any way in whole or in part to any of the Debtors or their Affiliates, including,**

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

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

Article X.E – Exculpation

Effective as of the Effective Date, to the fullest extent permitted by law, the Exculpated Parties shall neither have nor incur any liability to any Person or Entity for any claims or Causes of Action arising prior to or on the Effective Date for any act taken or omitted to be taken in connection with, or related to, formulating, negotiating, preparing, disseminating, implementing, administering, confirming or effecting the Confirmation or Consummation of this Plan, the Disclosure Statement, the Restructuring Documents, the Rights Offering, the Prepetition Debt Documents, the DIP Loan Documents, or any contract, instrument, release or other agreement or document created or entered into in connection with this Plan, including the Restructuring Support Agreement and the Backstop Purchase Agreement, or any other prepetition or postpetition act taken or omitted to be taken in connection with or in contemplation of the restructuring of the Debtors, the approval of the Disclosure Statement or Confirmation or Consummation of this Plan;

provided, however, that the foregoing provisions of this exculpation shall not operate to waive or release: (i) any Causes of Action arising from willful misconduct, actual fraud, or gross negligence of such applicable Exculpated Party as determined by Final Order of the Bankruptcy Court or any other court of competent jurisdiction; and/or (ii) the rights of any Person or Entity to enforce this Plan and the contracts, instruments, releases, indentures, and other agreements and documents delivered under or in connection with this Plan or assumed pursuant to this Plan or Final Order of the Bankruptcy Court; provided, further, that each Exculpated Party shall be entitled to rely upon the advice of counsel concerning its respective duties pursuant to, or in connection with, the above referenced documents, actions or inactions. The foregoing exculpation shall be effective as of the Effective Date without further notice to or order of the Bankruptcy Court, act or action under applicable law, regulation, order, or rule or the vote, consent, authorization or approval of any Person or Entity. Notwithstanding the foregoing, nothing in this Article X.E shall or shall be deemed to prohibit the Debtors or the Reorganized Debtors from asserting and enforcing any claims, obligations, suits, judgments, demands, debts, rights, Causes of Action or liabilities they may have against any Person or Entity that is based upon an alleged breach of a confidentiality or non-compete obligation owed to the Debtors or the Reorganized Debtors, in each case unless otherwise expressly provided for in the Plan.

Article X.G – Injunction

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

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

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:	:	Chapter 11
HI-CRUSH INC., *et al.*,[1]	:	Case No. 20-33496 (DRJ)
Debtors.	:	(Jointly Administered)

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**").[2] 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. 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 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

[1] 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.

[2] 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.[3] 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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[3] 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

HUNTON ANDREWS KURTH LLP	**LATHAM & WATKINS LLP**
Timothy A. ("Tad") Davidson II Ashley L. Harper 600 Travis Street, Suite 4200 Houston, Texas 77002 Telephone: (713) 220-4200 Facsimile: (713) 220-4285	George A. Davis Keith A. Simon David A. Hammerman Annemarie V. Reilly Hugh K. Murtagh 885 Third Avenue New York, New York 10022 Telephone: (212) 906-1200 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 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 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

In re:	:	Chapter 11
HI-CRUSH INC., *et al.*,[1]	:	Case No. 20-33496 (DRJ)
Debtors.	:	(Jointly Administered)

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**").[2] 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. 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 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.

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[1] 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.

[2] 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.[3] 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,**

[3] 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

In re:	:	Chapter 11
HI-CRUSH INC., *et al.*,[1]	:	Case No. 20-33495 (DRJ)
Debtors.	:	(Jointly Administered)

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

[1] 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.

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

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

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 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

In re:	:	Chapter 11
HI-CRUSH INC., *et al.*,[1]	:	Case No. 20-33496 (DRJ)
Debtors.	:	(Jointly Administered)

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**").[2] 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. 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 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.

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[1] 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.

[2] 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.[3] 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,**

[3] 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

In re:	:	Chapter 11
HI-CRUSH INC., *et al.*,[1]	:	Case No. 20-33495 (DRJ)
Debtors.	:	(Jointly Administered)

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

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").

[1] 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.

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

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

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

In re:	:	Chapter 11
HI-CRUSH INC., *et al.*,[1]	:	Case No. 20-33495 (DRJ)
Debtors.	:	(Jointly Administered)

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

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").

[1] 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.

Name of Holder:	
	(Print or Type)
Social Security or Federal Tax Identification Number:	
Signature:	
Name of Signatory:	
	(If other than Holder)
Title:	
Address:	
Date Completed:	

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

In re:	:	Chapter 11
HI-CRUSH INC., *et al.*,[1]	:	Case No. 20-33495 (DRJ)
Debtors.	:	(Jointly Administered)

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

[1] 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[2] 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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[2] 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):

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

TOTAL	

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.

Institution: _____
(Print or Type)

DTC Participant Number: _____

Signature: _____

Name of Signatory: _____

Title: _____

Address: _____

_____

_____

Date Completed: _____

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 <u>ACTUALLY</u> <u>RECEIVE</u> THIS MASTER OPT-OUT FORM ON OR BEFORE 5:00 P.M. PREVAILING CENTRAL TIME ON SEPTEMBER 18, 2020, THE ELECTIONS TRANSMITTED HEREBY WILL <u>NOT</u> BE EFFECTIVE.

OPT-OUT FORMS SENT BY FACSIMILE OR TELECOPY WILL <u>NOT</u> 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

In re:	:	Chapter 11
HI-CRUSH INC., *et al.*,[1]	:	Case No. 20-33495 (DRJ)
Debtors.	:	(Jointly Administered)

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**:[2]

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

[1] 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.

[2] "**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,[3] 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; (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.

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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[3] 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.

Name of Holder: _____

(Print or Type)

Social Security or Federal Tax Identification Number: _____

Signature: _____

Name of Signatory: _____

(If other than Holder)

Title: _____

Address: _____

_____

_____

Date Completed: _____

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

Class 4 – Prepetition Notes Claims

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 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 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)		
☐	9.50% Sr Unsecured Notes (144A)	428337 AA 7 / US428337AA70
☐	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

In re:	:	Chapter 11
HI-CRUSH INC., *et al.*,[1]	:	Case No. 20-33495 (DRJ)
Debtors.	:	(Jointly Administered)

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,[2] 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

[1] 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.

[2] 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; (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.

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** 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** 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.		$	$	❑
2.		$	$	❑
3.		$	$	❑
4.		$	$	❑
5.		$	$	❑
6.		$	$	❑
7.		$	$	❑
8.		$	$	❑
9.		$	$	❑
10.		$	$	❑
	TOTALS:	$	$	❑

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:				
		Account Number	Name of Nominee	Name of Holder	Principal Amount of Other Class 4 Prepetition Notes Claims Voted	CUSIP 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).[3]

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;

[3] 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

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.

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 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 6C

Class 5 Ballot

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

In re:	:	Chapter 11
HI-CRUSH INC., *et al.*,[1]	:	Case No. 20-33495 (DRJ)
Debtors.	:	(Jointly Administered)

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; (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.

[1] 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. 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):

☐	**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. 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.

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

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

Class 5 – General Unsecured Claims

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. 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 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 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

In re:	:	Chapter 11
HI-CRUSH INC., *et al.*,[1]	:	Case No. 20-33496 (DRJ)
Debtors.	:	(Jointly Administered)

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**").[2] 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. 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 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

[1] 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.

[2] 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.[3] 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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[3] 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

HUNTON ANDREWS KURTH LLP	LATHAM & WATKINS LLP
Timothy A. ("Tad") Davidson II Ashley L. Harper 600 Travis Street, Suite 4200 Houston, Texas 77002 Telephone: (713) 220-4200 Facsimile: (713) 220-4285	George A. Davis Keith A. Simon David A. Hammerman Annemarie V. Reilly Hugh K. Murtagh 885 Third Avenue New York, New York 10022 Telephone: (212) 906-1200 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 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 8

Contract/Lease Notice

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

In re:	:	Chapter 11
HI-CRUSH INC., *et al.*,[1]	:	Case No. 20-33496 (DRJ)
Debtors.	:	(Jointly Administered)

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**").[2] 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. 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 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).[3]

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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[1] 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.

[2] Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to such terms in the Plan.

[3] 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.[4] 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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[4] 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

HUNTON ANDREWS KURTH LLP	**LATHAM & WATKINS LLP**
Timothy A. ("Tad") Davidson II Ashley L. Harper 600 Travis Street, Suite 4200 Houston, Texas 77002 Telephone: (713) 220-4200 Facsimile: (713) 220-4285	George A. Davis Keith A. Simon David A. Hammerman Annemarie V. Reilly Hugh K. Murtagh 885 Third Avenue New York, New York 10022 Telephone: (212) 906-1200 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 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 9

Rights Offering Materials

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

In re:	:	Chapter 11
HI-CRUSH INC., *et al.*,	:	Case No. 20-33495 (DRJ)
Debtors.[1]	:	(Jointly Administered)

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"),[2] 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

[1] 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.

[2] 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:

Event	Date or Time
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[3] 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

[3] 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

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.

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SCHEDULE 1

Form of Rights Exercise Form

INSTRUCTIONS TO RIGHTS EXERCISE FORM[1]

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

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.

[1] 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 voidance, rescission and invalidation, pursuant to the terms set forth in the "Rights Forfeiture Events" section of the Rights Offering Procedures.

[*Remainder of Page Intentionally Left Blank.*]

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:

$_____ *[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.

$_____ (the Total Maximum Subscription Amount)[1] *[PRE-PRINTED]*

[1] 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.

$_____ (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[2]: _____

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: _____

[2] 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[3] 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) 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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[3] 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[1]

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."

[1] 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;[1]

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.

[1] 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**	**Box B** **Nominee Proxy - Only if Needed**
DTC Participant Name: _____	DTC Participant Name: _____
DTC Participant Number: _____	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 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 U322H AA 0) held by this account 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:	Medallion Guarantee:
Nominee Authorized Signature:_____	Nominee Authorized Signature:_____
Nominee Contact Name:_____	Nominee Contact Name:_____
Nominee Contact Tel #:_____	Nominee Contact Tel #:_____
Nominee Contact Email:_____	Nominee Contact Email:_____
Beneficial Holder Name:_____	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

In re:	:	Chapter 11
HI-CRUSH INC., *et al.*,[1]	:	Case No. 20-33496 (DRJ)
Debtors.	:	(Jointly Administered)

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**")[2] 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

[1] 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.

[2] 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.[3]

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);

[3] 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, 4th Floor, 515 Rusk Street, Houston, TX 77002 or via videoconference, if necessary.[4] 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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[4] 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.

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

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

In re:	§	Chapter 11
	§	
	§	Case No. 20-33495 (DRJ)
HI-CRUSH INC., *et al.*,	§	
	§	(Jointly Administered)
Debtors.[1]	§	
	§	

COVER LETTER AND RECOMMENDATION OF THE DEBTORS

To: ALL HOLDERS OF CLAIMS IN CLASSES 4 AND 5

You are receiving this letter because you are a Holder of a Claim (a "**Voting Holder**") in one or more of the following Classes as set forth in 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, the "**Plan**"): Class 4 Prepetition Notes Claims and Class 5 General Unsecured Claims.[2] As a Voting Holder, you are entitled to vote to accept or reject the Plan. ***Therefore, you should read this letter and the enclosed materials carefully and discuss them with your attorney. If you do not have an attorney, you may wish to consult one.***

As set forth in the enclosed disclosure statement (the "**Disclosure Statement**") and accompanying materials (collectively, the "**Solicitation Package**"), Hi-Crush Inc. and its affiliated debtors and debtors in possession in the above-captioned Chapter 11 Cases (collectively, the "**Debtors**") are jointly proposing the Plan to implement a comprehensive financial restructuring to deleverage the Debtors' balance sheet to ensure the long-term viability of the Debtors' enterprise. The Plan is the result of substantial negotiations among the Debtors and an ad hoc group of holders of the Debtors' 9.5% Senior Unsecured Notes due 2026 (the "**Ad Hoc Group**"). Such negotiations resulted in the Debtors' entry into a 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 the members of the Ad Hoc Group. The Ad Hoc Group and other key stakeholders support the Plan.

The Plan reflects the reality that as of the Petition Date, the Debtors had approximately $450 million of Prepetition Notes issued and outstanding in addition to $22.3 million in

[1] The Debtors in these chapter 11 cases and the last four digits of their federal tax identification numbers are as follows: 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.

[2] Capitalized terms used and not otherwise defined herein shall have the meaning given to them in the Plan.

outstanding letter of credit commitments under their Prepetition Credit Agreement, an unsustainable amount of debt for the Debtors in the current business environment. To right-size their prepetition capital structure, the Debtors, by the Plan, seek, among other things, to (i) equitize the Allowed Prepetition Notes Claims and the Allowed General Unsecured Claims, (ii) conduct a $43.3 million Rights Offering to eligible Holders of Allowed Prepetition Notes Claims and Allowed General Unsecured Claims, and (iii) enter into a new exit credit agreement providing for a new senior secured asset-based revolving loan facility with an aggregate principal commitment amount of up to $25 million and up to a $25 million letter of credit sub-limit. If confirmed, the Plan will allow the Debtors to eliminate approximately $450 million of unsecured note debt, reduce their annual interest expense by more than $43 million, and thereby significantly enhance their financial flexibility upon their exit from bankruptcy. This, in turn, will provide the Debtors with a stronger market position, and an enhanced ability to execute on their go-forward operational strategy.

The Debtors strongly recommend that you vote to accept the Plan. The Debtors believe that liquidation under chapter 7 would result in smaller distributions to creditors than those provided for in the Plan, as described in further detail in the Disclosure Statement and the exhibits attached thereto. The Debtors also encourage all eligible Holders of Allowed Prepetition Notes Claims and Allowed General Unsecured Claims to participate in the Rights Offering.

The Debtors believe that confirmation and consummation of the Plan is in the best interests of all Holders of Claims and urge the Voting Holders to vote in favor of the Plan.

THE DEBTORS STRONGLY URGE YOU TO VOTE IN FAVOR OF THE PLAN.

YOU MAY DO SO BY TIMELY SUBMITTING A BALLOT INDICATING YOUR ACCEPTANCE OF THE PLAN AS EXPLAINED IN THE VOTING INSTRUCTIONS ACCOMPANYING THE BALLOT. THE VOTING DEADLINE IS [SEPTEMBER 18], 2020, AT 5:00 P.M. (PREVAILING CENTRAL TIME).

If you have any questions about the materials in the Solicitation Package, please feel free to contact (a) the Debtors' Balloting Agent, Kurtzman Carson Consultants LLC ("**KCC**") by: (1) visiting the Debtors' restructuring website at: http://www.kccllc.net/HiCrush; (2) writing to KCC via email at HiCrushinfo@kccllc.com with "Hi-Crush" in the subject line; and/or (3) calling KCC at (866) 554-5810 (US or Canada) or (781) 575-2032 (International); or (b) the Debtors' counsel, Latham & Watkins LLP, 330 N. Wabash Ave. Suite 2800 Chicago, IL 60611 (Attn: Asif Attarwala (email: asif.attarwala@lw.com)) or 885 Third Avenue, New York, NY 10022 (Attn: Annemarie Reilly (email: annemarie.reilly@lw.com)). ***Please do not direct any inquiries directly to the Debtors.***

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

In re:	:	Chapter 11
HI-CRUSH INC., *et al.*,[1]	:	Case No. 20-33495 (DRJ)
Debtors.	:	(Jointly Administered)

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. 176]

Upon the motion (the "**Motion**")[2] 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**");

[1] 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.

[2] 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 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 New York Times*, 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 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: August 14, 2020.

DAVID R. JONES
UNITED STATES BANKRUPTCY JUDGE

Chart A

Approved Dates and Deadlines

Event	Date/Deadline
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

In re:	:	Chapter 11
HI-CRUSH INC., *et al.*,[1]	:	Case No. 20-33496 (DRJ)
Debtors.	:	(Jointly Administered)

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. 174] (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. 175] (as may be amended, modified or supplemented from time to time, the "**Disclosure Statement**"),[2] 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, (V)*

[1] 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.

[2] Capitalized terms used but not otherwise defined herein will have the meanings set forth in the Plan.

Approving Procedures for Assumption of Contracts and Leases and Form and Manner of Cure Notice, and (VI) Granting Related Relief [Docket No. 176] (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.[3] The Disclosure Statement 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.

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**").

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,

[3] 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.

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: July 27, 2020
Houston, Texas

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

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

In re:	:	Chapter 11
HI-CRUSH INC., *et al.*,[1]	:	Case No. 20-33496 (DRJ)
Debtors.	:	(Jointly Administered)

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 Claims) and Class 5 (General Unsecured Claims), of record as of August 14, 2020 (the "**Voting Record Date**").

[1] 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.

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**").[2] The Confirmation Hearing will take place in Courtroom 400, 4th Floor, 515 Rusk Street, Houston, TX 77002 or via videoconference, if necessary.[3] 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. 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 with "Hi-Crush" in the subject line.

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:

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[2] Capitalized terms used but not otherwise defined herein will have the meanings set forth in the Plan.

[3] 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.

SUMMARY OF STATUS AND VOTING RIGHTS

Class	Claim/Equity Interest	Status	Voting Rights
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.	***Prepetition Notes Claims***	***Impaired***	***Entitled to Vote***
5.	***General Unsecured Claims***	***Impaired***	***Entitled to Vote***
6.	Intercompany Claims	Impaired	Deemed to Accept
7.	Old Affiliate Interests in any Parent Subsidiary	Unimpaired	Deemed to Accept
8.	Old Parent Interests	Impaired	Deemed to Reject

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

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

CRITICAL INFORMATION REGARDING OBJECTING TO THE PLAN

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

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

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

7. Notice Parties. The Notice Parties include:

- Counsel to the Debtors: Latham & Watkins LLP, 885 Third Avenue, New York, NY 10022 (Attn: Keith A. Simon, Esq. and Annemarie V. Reilly, Esq.) (keith.simon@lw.com and annemarie.reilly@lw.com) and Hunton Andrews Kurth LLP, 600 Travis Street, Suite 4200, Houston, TX (Attn: Timothy A. Davidson II, Esq. and Ashley L. Harper, Esq.) (TadDavidson@HuntonAK.com and AshleyHarper@HuntonAK.com);

- Counsel to the DIP ABL Agent: Simpson, Thacher & Bartlett LLP, 425 Lexington Avenue, New York, NY 10017 (Attn: Elisha Graff, Esq. and Daniel L. Biller, Esq.) (egraff@stblaw.com and dbiller@stblaw.com);

- Counsel to the Ad Hoc Noteholders Committee: Paul, Weiss, Rifkind, Wharton & Garrison, LLP, 1285 Avenue of the Americas, New York, NY 10019 (Attn: Brian S. Hermann, Esq. and Elizabeth R. McColm, Esq.) (bhermann@paulweiss.com and emccolm@paulweiss.com) and Porter Hedges LLP, 1000 Main St., 36th Floor, Houston, TX 77002 (Attn: John F. Higgins, Esq.) (JHiggins@porterhedges.com);

- Counsel to any statutory committee appointed in these Chapter 11 Cases; and

- the Office of the United States Trustee for the Southern District of Texas, 515 Rusk Street, Suite 3516, Houston, TX 77002 (Attn: Stephen Statham, Esq. and Hector Duran, Esq.) (stephen.statham@usdoj.gov and hector.duranjr@usdoj.gov).

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

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

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

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

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

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

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

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

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

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

2. ***Release By Third Parties.*** **Except as otherwise expressly provided in the Plan, effective as of the Effective Date, to the fullest extent permitted by applicable law, for good and valuable consideration provided by each of the Released Parties, the adequacy and sufficiency of which is hereby confirmed, and without limiting or otherwise modifying the scope of the Debtor Release provided by the Debtor Releasing Parties above, each Non-Debtor Releasing Party (together with the Debtor Releasing Parties, the "Releasing Parties") shall be deemed to have conclusively, absolutely, unconditionally, irrevocably, and forever provided a full discharge, waiver, and release to each of the Released Parties (and each such Released Party so released shall be deemed forever released, waived, and discharged by the Non-Debtor Releasing Parties) and their respective assets and properties (the "Third Party Release") from any and all Claims, Causes of Action, and any other debts, obligations, rights, suits, damages, actions, remedies, and liabilities whatsoever, whether known or unknown, foreseen or unforeseen, whether directly or derivatively held, existing as of the Effective Date or thereafter arising, in law, at equity or otherwise, whether for tort, contract, violations of federal or state securities laws, or otherwise, based in whole or in part upon any act or omission, transaction, or other occurrence or circumstances existing or taking place prior to or on the Effective Date arising from or related in any way in whole or in part to any of the Debtors or their Affiliates, including,**

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

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

Article X.E – Exculpation

Effective as of the Effective Date, to the fullest extent permitted by law, the Exculpated Parties shall neither have nor incur any liability to any Person or Entity for any claims or Causes of Action arising prior to or on the Effective Date for any act taken or omitted to be taken in connection with, or related to, formulating, negotiating, preparing, disseminating, implementing, administering, confirming or effecting the Confirmation or Consummation of this Plan, the Disclosure Statement, the Restructuring Documents, the Rights Offering, the Prepetition Debt Documents, the DIP Loan Documents, or any contract, instrument, release or other agreement or document created or entered into in connection with this Plan, including the Restructuring Support Agreement and the Backstop Purchase Agreement, or any other prepetition or postpetition act taken or omitted to be taken in connection with or in contemplation of the restructuring of the Debtors, the approval of the Disclosure Statement or Confirmation or Consummation of this Plan;

provided, however, that the foregoing provisions of this exculpation shall not operate to waive or release: (i) any Causes of Action arising from willful misconduct, actual fraud, or gross negligence of such applicable Exculpated Party as determined by Final Order of the Bankruptcy Court or any other court of competent jurisdiction; and/or (ii) the rights of any Person or Entity to enforce this Plan and the contracts, instruments, releases, indentures, and other agreements and documents delivered under or in connection with this Plan or assumed pursuant to this Plan or Final Order of the Bankruptcy Court; provided, further, that each Exculpated Party shall be entitled to rely upon the advice of counsel concerning its respective duties pursuant to, or in connection with, the above referenced documents, actions or inactions. The foregoing exculpation shall be effective as of the Effective Date without further notice to or order of the Bankruptcy Court, act or action under applicable law, regulation, order, or rule or the vote, consent, authorization or approval of any Person or Entity. Notwithstanding the foregoing, nothing in this Article X.E shall or shall be deemed to prohibit the Debtors or the Reorganized Debtors from asserting and enforcing any claims, obligations, suits, judgments, demands, debts, rights, Causes of Action or liabilities they may have against any Person or Entity that is based upon an alleged breach of a confidentiality or non-compete obligation owed to the Debtors or the Reorganized Debtors, in each case unless otherwise expressly provided for in the Plan.

Article X.G – Injunction

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

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

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:	:	Chapter 11
HI-CRUSH INC., *et al.*,[1]	:	Case No. 20-33496 (DRJ)
Debtors.	:	(Jointly Administered)

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**").[2] 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. 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 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

[1] 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.

[2] 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.[3] 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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[3] 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).

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[_____], 2020
Houston, Texas

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

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

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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 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

In re:	:	Chapter 11
HI-CRUSH INC., *et al.*,[1]	:	Case No. 20-33496 (DRJ)
Debtors.	:	(Jointly Administered)

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**").[2] 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. 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 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.

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[1] 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.

[2] 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.[3] 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,**

[3] 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

In re:	:	Chapter 11
HI-CRUSH INC., *et al.*,[1]	:	Case No. 20-33495 (DRJ)
Debtors.	:	(Jointly Administered)

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

[1] 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.

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

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

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 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

In re:	:	Chapter 11
HI-CRUSH INC., *et al.*,[1]	:	Case No. 20-33496 (DRJ)
Debtors.	:	(Jointly Administered)

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**").[2] 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. 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 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.

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[1] 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.

[2] 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.[3] 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,**

[3] 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

In re:	:	Chapter 11
HI-CRUSH INC., *et al.*,[1]	:	Case No. 20-33495 (DRJ)
Debtors.	:	(Jointly Administered)

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

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").

[1] 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.

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

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

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

In re:	:	Chapter 11
	:	Case No. 20-33495 (DRJ)
HI-CRUSH INC., *et al.*,[1]	:	(Jointly Administered)
Debtors.	:	

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

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").

[1] 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.

Name of Holder:	_____ **(Print or Type)**
Social Security or Federal Tax Identification Number:	_____
Signature:	_____
Name of Signatory:	_____ **(If other than Holder)**
Title:	_____
Address:	_____
	_____
	_____
Date Completed:	_____

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

In re:	:	Chapter 11
	:	Case No. 20-33495 (DRJ)
HI-CRUSH INC., *et al.*,[1]	:	(Jointly Administered)
Debtors.	:	

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

[1] 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[2] 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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[2] 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):

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

TOTAL	

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.

Institution: _____
(Print or Type)

DTC Participant Number: _____

Signature: _____

Name of Signatory: _____

Title: _____

Address: _____

_____

_____

Date Completed: _____

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

In re:	:	Chapter 11
HI-CRUSH INC., *et al.*,[1]	:	Case No. 20-33495 (DRJ)
Debtors.	:	(Jointly Administered)

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:[2]

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

[1] 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.

[2] "**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,[3] 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; (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.

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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[3] 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.

Name of Holder: _____

(Print or Type)

Social Security or Federal Tax Identification Number: _____

Signature: _____

Name of Signatory: _____

(If other than Holder)

Title: _____

Address: _____

_____

_____

Date Completed: _____

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

Class 4 – Prepetition Notes Claims

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 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 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)		
☐	9.50% Sr Unsecured Notes (144A)	428337 AA 7 / US428337AA70
☐	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

In re:	:	Chapter 11
HI-CRUSH INC., *et al.*,[1]	:	Case No. 20-33495 (DRJ)
Debtors.	:	(Jointly Administered)

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,[2] 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

[1] 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.

[2] 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; (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.

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** 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** 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.		$	$	❑
2.		$	$	❑
3.		$	$	❑
4.		$	$	❑
5.		$	$	❑
6.		$	$	❑
7.		$	$	❑
8.		$	$	❑
9.		$	$	❑
10.		$	$	❑
	TOTALS:	$	$	❑

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:				
		Account Number	Name of Nominee	Name of Holder	Principal Amount of Other Class 4 Prepetition Notes Claims Voted	CUSIP 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).[3]

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;

[3] 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

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.

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 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 6C

Class 5 Ballot

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

In re:	:	Chapter 11
HI-CRUSH INC., *et al.*,[1]	:	Case No. 20-33495 (DRJ)
Debtors.	:	(Jointly Administered)

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; (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.

[1] 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. 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):

☐	**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. 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.

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

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

Class 5 – General Unsecured Claims

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. 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 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 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

In re:	:	Chapter 11
HI-CRUSH INC., *et al.*,[1]	:	Case No. 20-33496 (DRJ)
Debtors.	:	(Jointly Administered)

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**").[2] 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. 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 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

[1] 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.

[2] 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.[3] 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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[3] 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

HUNTON ANDREWS KURTH LLP	LATHAM & WATKINS LLP
Timothy A. ("Tad") Davidson II Ashley L. Harper 600 Travis Street, Suite 4200 Houston, Texas 77002 Telephone: (713) 220-4200 Facsimile: (713) 220-4285	George A. Davis Keith A. Simon David A. Hammerman Annemarie V. Reilly Hugh K. Murtagh 885 Third Avenue New York, New York 10022 Telephone: (212) 906-1200 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 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 8

Contract/Lease Notice

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

In re:	:	Chapter 11
HI-CRUSH INC., *et al.*,[1]	:	Case No. 20-33496 (DRJ)
Debtors.	:	(Jointly Administered)

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**").[2] 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. 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 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).[3]

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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[1] 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.

[2] Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to such terms in the Plan.

[3] 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.[4] 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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[4] 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

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

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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 9

Rights Offering Materials

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

In re:	:	Chapter 11
HI-CRUSH INC., *et al.*,	:	Case No. 20-33495 (DRJ)
Debtors.[1]	:	(Jointly Administered)

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"),[2] 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

[1] 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.

[2] 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:

Event	Date or Time
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[3] 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

[3] 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

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.

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SCHEDULE 1

Form of Rights Exercise Form

INSTRUCTIONS TO RIGHTS EXERCISE FORM[1]

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

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.

[1] 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 voidance, 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:

$_____ *[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.

$_____ (the Total Maximum Subscription Amount)[1] *[PRE-PRINTED]*

[1] 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.

$_____ (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[2]: _____

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: _____

[2] 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[3] 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) 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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[3] 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[1]

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."

[1] 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;[1]

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.

[1] 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**	**Box B** **Nominee Proxy - Only if Needed**
DTC Participant Name: _____	DTC Participant Name: _____
DTC Participant Number: _____	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 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 U322H AA 0) held by this account 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:	Medallion Guarantee:
Nominee Authorized Signature:_____	Nominee Authorized Signature:_____
Nominee Contact Name:_____	Nominee Contact Name:_____
Nominee Contact Tel #:_____	Nominee Contact Tel #:_____
Nominee Contact Email:_____	Nominee Contact Email:_____
Beneficial Holder Name:_____	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

In re:	:	Chapter 11
HI-CRUSH INC., *et al.*,[1]	:	Case No. 20-33496 (DRJ)
Debtors.	:	(Jointly Administered)

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**")[2] 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

[1] 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.

[2] 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.[3]

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);

[3] 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, 4th Floor, 515 Rusk Street, Houston, TX 77002 or via videoconference, if necessary.[4] 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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[4] 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.

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

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

In re:	§	Chapter 11
	§	
	§	Case No. 20-33495 (DRJ)
HI-CRUSH INC., *et al.*,	§	
	§	(Jointly Administered)
Debtors.[1]	§	
	§	

COVER LETTER AND RECOMMENDATION OF THE DEBTORS

To: ALL HOLDERS OF CLAIMS IN CLASSES 4 AND 5

You are receiving this letter because you are a Holder of a Claim (a "**Voting Holder**") in one or more of the following Classes as set forth in 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, the "**Plan**"): Class 4 Prepetition Notes Claims and Class 5 General Unsecured Claims.[2] As a Voting Holder, you are entitled to vote to accept or reject the Plan. ***Therefore, you should read this letter and the enclosed materials carefully and discuss them with your attorney. If you do not have an attorney, you may wish to consult one.***

As set forth in the enclosed disclosure statement (the "**Disclosure Statement**") and accompanying materials (collectively, the "**Solicitation Package**"), Hi-Crush Inc. and its affiliated debtors and debtors in possession in the above-captioned Chapter 11 Cases (collectively, the "**Debtors**") are jointly proposing the Plan to implement a comprehensive financial restructuring to deleverage the Debtors' balance sheet to ensure the long-term viability of the Debtors' enterprise. The Plan is the result of substantial negotiations among the Debtors and an ad hoc group of holders of the Debtors' 9.5% Senior Unsecured Notes due 2026 (the "**Ad Hoc Group**"). Such negotiations resulted in the Debtors' entry into a 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 the members of the Ad Hoc Group. The Ad Hoc Group and other key stakeholders support the Plan.

The Plan reflects the reality that as of the Petition Date, the Debtors had approximately $450 million of Prepetition Notes issued and outstanding in addition to $22.3 million in

[1] The Debtors in these chapter 11 cases and the last four digits of their federal tax identification numbers are as follows: 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.

[2] Capitalized terms used and not otherwise defined herein shall have the meaning given to them in the Plan.

outstanding letter of credit commitments under their Prepetition Credit Agreement, an unsustainable amount of debt for the Debtors in the current business environment. To right-size their prepetition capital structure, the Debtors, by the Plan, seek, among other things, to (i) equitize the Allowed Prepetition Notes Claims and the Allowed General Unsecured Claims, (ii) conduct a $43.3 million Rights Offering to eligible Holders of Allowed Prepetition Notes Claims and Allowed General Unsecured Claims, and (iii) enter into a new exit credit agreement providing for a new senior secured asset-based revolving loan facility with an aggregate principal commitment amount of up to $25 million and up to a $25 million letter of credit sub-limit. If confirmed, the Plan will allow the Debtors to eliminate approximately $450 million of unsecured note debt, reduce their annual interest expense by more than $43 million, and thereby significantly enhance their financial flexibility upon their exit from bankruptcy. This, in turn, will provide the Debtors with a stronger market position, and an enhanced ability to execute on their go-forward operational strategy.

The Debtors strongly recommend that you vote to accept the Plan. The Debtors believe that liquidation under chapter 7 would result in smaller distributions to creditors than those provided for in the Plan, as described in further detail in the Disclosure Statement and the exhibits attached thereto. The Debtors also encourage all eligible Holders of Allowed Prepetition Notes Claims and Allowed General Unsecured Claims to participate in the Rights Offering.

The Debtors believe that confirmation and consummation of the Plan is in the best interests of all Holders of Claims and urge the Voting Holders to vote in favor of the Plan.

THE DEBTORS STRONGLY URGE YOU TO VOTE IN FAVOR OF THE PLAN.

YOU MAY DO SO BY TIMELY SUBMITTING A BALLOT INDICATING YOUR ACCEPTANCE OF THE PLAN AS EXPLAINED IN THE VOTING INSTRUCTIONS ACCOMPANYING THE BALLOT. THE VOTING DEADLINE IS [SEPTEMBER 18], 2020, AT 5:00 P.M. (PREVAILING CENTRAL TIME).

If you have any questions about the materials in the Solicitation Package, please feel free to contact (a) the Debtors' Balloting Agent, Kurtzman Carson Consultants LLC ("**KCC**") by: (1) visiting the Debtors' restructuring website at: http://www.kccllc.net/HiCrush; (2) writing to KCC via email at HiCrushinfo@kccllc.com with "Hi-Crush" in the subject line; and/or (3) calling KCC at (866) 554-5810 (US or Canada) or (781) 575-2032 (International); or (b) the Debtors' counsel, Latham & Watkins LLP, 330 N. Wabash Ave. Suite 2800 Chicago, IL 60611 (Attn: Asif Attarwala (email: asif.attarwala@lw.com)) or 885 Third Avenue, New York, NY 10022 (Attn: Annemarie Reilly (email: annemarie.reilly@lw.com)). ***Please do not direct any inquiries directly to the Debtors.***

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

In re:	:	**Chapter 11**
HI-CRUSH INC., *et al.*,	:	**Case No. 20-33495**
Debtors.[1]	:	**(Jointly Administered)**

AFFIDAVIT OF PUBLICATION OF THE NOTICE OF (I) PLAN CONFIRMATION HEARING, (II) OBJECTION AND VOTING DEADLINES, AND (III) SOLICIATION AND VOTING PROCEDURES IN THE HOUSTON CHRONICLE

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

HC MEDIA GROUP
HEARST corporation

AFFIDAVIT OF PUBLICATION

STATE OF TEXAS:

Before me, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared, the Newspaper Representative at the HOUSTON CHRONICLE, a daily newspaper published in Harris County, Texas, and generally circulated in the Counties of: HARRIS, TRINITY, WALKER, GRIMES, POLK, SAN JACINTO, WASHINGTON, MONTGOMERY, LIBERTY, AUSTIN, WALLER, CHAMBERS, COLORADO, BRAZORIA, FORT BEND, GALVESTON, WHARTON, JACKSON, and MATAGORDA and that the publication, of which the annexed herein, or attached to, is a true and correct copy, was published to-wit:

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Victoria Bond A/R Clerk

NEWSPAPER REPRESENTATIVE

Sworn and subscribed to before me, this 20th Day of August A.D. 2020

DELILAH METZGER
129823618
NOTARY PUBLIC
STATE OF TEXAS
EXPIRES
MAY 19, 2022

Notary Public in and for the State of Texas

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

In re:	Chapter 11
HI-CRUSH INC., *et al.*,[1]	Case No. 20-33496 (DRJ)
Debtors.	(Jointly Administered)

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

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

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

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

PLEASE TAKE FURTHER NOTICE THAT on August 14, 2020, the Bankruptcy Court entered an order [Docket No. 288] approving the *Disclosure Statement for Joint Plan of Reorganization for Hi-Crush Inc. and its Affiliate Debtors Under Chapter 11 of the Bankruptcy Code* (as may be amended, modified or supplemented from time to time, the "**Disclosure Statement**") [Docket No. 282] and the Debtors now intend to solicit votes from the Holders of Claims in Class 4 (Prepetition Notes Claims) and Class 5 (General Unsecured Claims), of record as of August 14, 2020 (the "**Voting Record Date**").

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

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

VOTING DEADLINES

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

CRITICAL INFORMATION REGARDING VOTING ON THE PLAN

1. On August 15, 2020, the Debtors filed the Plan and the Disclosure Statement pursuant to sections 1125 and 1126(b) of the Bankruptcy Code. Copies of the Plan and the Disclosure Statement may be obtained free of charge by visiting the website maintained by the Debtors' voting and claims agent, Kurtzman Carson Consultants LLC (the "**Voting and Claims Agent**"), at www.kccllc.net/hicrush. 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 with "Hi-Crush" in the subject line.

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:

SUMMARY OF STATUS AND VOTING RIGHTS

Class	Claim/Equity Interest	Status	Voting Rights
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.	***Prepetition Notes Claims***	***Impaired***	***Entitled to Vote***
5.	***General Unsecured Claims***	***Impaired***	***Entitled to Vote***
6.	Intercompany Claims	Impaired	Deemed to Accept
7.	Old Affiliate Interests in any Parent Subsidiary	Unimpaired	Deemed to Accept
8.	Old Parent Interests	Impaired	Deemed to Reject

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

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

CRITICAL INFORMATION REGARDING OBJECTING TO THE PLAN

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

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

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

7. Notice Parties. The Notice Parties include: (i) 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); (ii) 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); (iii) 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); (iv) Counsel to any statutory committee appointed in these Chapter 11 Cases; and (v) the Office of the United States Trustee for the Southern District of Texas, 515 Rusk Street, Suite 3516, Houston, TX 77002 (Attn: Stephen Statham, Esq. and Hector Duran, Esq.) (stephen.statham@usdoj.gov and hector.duranjr@usdoj.gov).

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

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

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, 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; 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.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.**

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

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

[1] 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.

[2] Capitalized terms used but not otherwise defined herein will have the meanings set forth in the Plan.

[3] 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

Interests in any Parent Subsidiary) are Unimpaired. Pursuant to section 1126(f) of the Bankruptcy Code, the Holders of Claims or Equity Interests in each of the foregoing Classes are conclusively presumed to have accepted the Plan and, thus, are not entitled to vote.

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

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

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

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.

Legal Notices

To place legal notices email legals@chron.com or call 713.224.6868.

Legals/Public Notices

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

In re:	)	Chapter 11
HI-CRUSH INC., *et al.*,[1]	)	Case No. 20-33496 (DRJ)
Debtors.	)	(Jointly Administered)

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

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

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

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

PLEASE TAKE FURTHER NOTICE THAT on August 14, 2020, the Bankruptcy Court entered an order [Docket No. 288] approving the *Disclosure Statement for Joint Plan of Reorganization for Hi-Crush Inc. and its Affiliate Debtors Under Chapter 11 of the Bankruptcy Code* (as may be amended, modified or supplemented from time to time, the "**Disclosure Statement**") [Docket No. 282] and the Debtors now intend to solicit votes from the Holders of Claims in Class 4 (Prepetition Notes Claims) and Class 5 (General Unsecured Claims), of record as of August 14, 2020 (the "**Voting Record Date**").

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

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

VOTING DEADLINES

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

CRITICAL INFORMATION REGARDING VOTING ON THE PLAN

1. On August 15, 2020, the Debtors filed the Plan and the Disclosure Statement pursuant to sections 1125 and 1126(b) of the Bankruptcy Code. Copies of the Plan and the Disclosure Statement may be obtained free of charge by visiting the website maintained by the Debtors' voting and claims agent, Kurtzman Carson Consultants LLC (the "**Voting and Claims Agent**"), at www.kccllc.net/hicrush. 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 with "Hi-Crush" in the subject line.

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:

SUMMARY OF STATUS AND VOTING RIGHTS

Class	Claim/Equity Interest	Status	Voting Rights
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.	***Prepetition Notes Claims***	***Impaired***	***Entitled to Vote***
5.	***General Unsecured Claims***	***Impaired***	***Entitled to Vote***
6.	Intercompany Claims	Impaired	Deemed to Accept
7.	Old Affiliate Interests in any Parent Subsidiary	Unimpaired	Deemed to Accept
8.	Old Parent Interests	Impaired	Deemed to Reject

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

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

CRITICAL INFORMATION REGARDING OBJECTING TO THE PLAN

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

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

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

7. Notice Parties. The Notice Parties include: (i) 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); (ii) 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); (iii) 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); (iv) Counsel to any statutory committee appointed in these Chapter 11 Cases; and (v) the Office of the United States Trustee for the Southern District of Texas, 515 Rusk Street, Suite 3516, Houston, TX 77002 (Attn: Stephen Statham, Esq. and Hector Duran, Esq.) (stephen.statham@usdoj.gov and hector.duranjr@usdoj.gov).

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

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

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

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

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

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

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

1. ***Release by the Debtors and their Estates.*** **PURSUANT TO SECTION 1123(B) AND ANY OTHER APPLICABLE PROVISIONS OF THE BANKRUPTCY CODE, AND EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THE PLAN, EFFECTIVE AS OF THE EFFECTIVE DATE, FOR GOOD AND VALUABLE CONSIDERATION PROVIDED BY EACH OF THE RELEASED PARTIES, THE ADEQUACY AND SUFFICIENCY OF WHICH IS HEREBY CONFIRMED, THE DEBTORS AND THE REORGANIZED DEBTORS, IN THEIR RESPECTIVE INDIVIDUAL CAPACITIES AND AS DEBTORS-IN-POSSESSION, AND ON BEHALF OF THEMSELVES AND THEIR RESPECTIVE ESTATES, INCLUDING, WITHOUT LIMITATION, ANY SUCCESSOR TO THE DEBTORS OR ANY ESTATE REPRESENTATIVE APPOINTED OR SELECTED PURSUANT TO SECTION 1123(B)(3) OF THE BANKRUPTCY CODE (COLLECTIVELY, THE "DEBTOR RELEASING PARTIES") SHALL BE DEEMED TO HAVE CONCLUSIVELY, ABSOLUTELY, UNCONDITIONALLY, IRREVOCABLY, AND FOREVER PROVIDED A FULL DISCHARGE, WAIVER AND RELEASE TO EACH OF THE RELEASED PARTIES (AND EACH SUCH RELEASED PARTY SO RELEASED SHALL BE DEEMED FOREVER RELEASED, WAIVED AND DISCHARGED BY THE DEBTOR RELEASING PARTIES) AND THEIR RESPECTIVE ASSETS AND PROPERTIES (THE "DEBTOR RELEASE") FROM ANY AND ALL CLAIMS, CAUSES OF ACTION, AND ANY OTHER DEBTS, OBLIGATIONS, RIGHTS, SUITS, DAMAGES, ACTIONS, REMEDIES, AND LIABILITIES WHATSOEVER, WHETHER KNOWN OR UNKNOWN, FORESEEN OR UNFORESEEN, WHETHER DIRECTLY OR DERIVATIVELY HELD, EXISTING AS OF THE EFFECTIVE DATE OR THEREAFTER ARISING, IN LAW, AT EQUITY OR OTHERWISE, WHETHER FOR TORT, CONTRACT, VIOLATIONS OF FEDERAL OR STATE SECURITIES LAWS, OR OTHERWISE, BASED IN WHOLE OR IN PART UPON ANY ACT OR OMISSION, TRANSACTION, OR OTHER OCCURRENCE OR CIRCUMSTANCES EXISTING OR TAKING PLACE PRIOR TO OR ON THE EFFECTIVE DATE ARISING FROM OR RELATED IN ANY WAY IN WHOLE OR IN PART TO ANY OF THE DEBTORS OR THEIR AFFILIATES, INCLUDING, WITHOUT LIMITATION, (I) THE CHAPTER 11 CASES, THE DISCLOSURE STATEMENT, THE PLAN, THE RESTRUCTURING SUPPORT AGREEMENT, THE BACKSTOP PURCHASE AGREEMENT, THE RIGHTS OFFERING, THE RESTRUCTURING DOCUMENTS, THE PREPETITION DEBT DOCUMENTS, AND THE DIP LOAN DOCUMENTS, (II) THE SUBJECT MATTER OF, OR THE TRANSACTIONS OR EVENTS GIVING RISE TO, ANY CLAIM OR EQUITY INTEREST THAT IS TREATED IN THE PLAN, (III) THE BUSINESS OR CONTRACTUAL ARRANGEMENTS BETWEEN ANY DEBTOR AND ANY RELEASED PARTIES, (IV) THE NEGOTIATION, FORMULATION OR PREPARATION OF THE RESTRUCTURING SUPPORT AGREEMENT, THE BACKSTOP PURCHASE AGREEMENT, THE RIGHTS OFFERING, THE PLAN, THE DISCLOSURE STATEMENT, THE PLAN SUPPLEMENT, THE RESTRUCTURING DOCUMENTS, THE PREPETITION DEBT DOCUMENTS, THE DIP LOAN DOCUMENTS, OR RELATED AGREEMENTS, INSTRUMENTS OR OTHER DOCUMENTS, (V) THE RESTRUCTURING OF CLAIMS OR EQUITY INTERESTS PRIOR TO OR DURING THE CHAPTER 11 CASES, (VI) THE PURCHASE, SALE, OR RESCISSION OF THE PURCHASE OR SALE OF ANY EQUITY INTEREST OR PLAN SECURITIES OF THE DEBTORS OR THE REORGANIZED DEBTORS, AND/OR (VII) THE CONFIRMATION OR CONSUMMATION OF THE PLAN OR THE SOLICITATION OF VOTES ON THE PLAN THAT SUCH DEBTOR RELEASING PARTY WOULD HAVE BEEN LEGALLY ENTITLED TO ASSERT (WHETHER INDIVIDUALLY OR COLLECTIVELY) OR THAT ANY HOLDER OF A CLAIM OR EQUITY INTEREST OR OTHER PERSON OR ENTITY WOULD HAVE BEEN LEGALLY ENTITLED TO ASSERT FOR, OR ON BEHALF OR IN THE NAME OF, ANY DEBTOR, ITS RESPECTIVE ESTATE OR ANY REORGANIZED DEBTOR (WHETHER DIRECTLY OR DERIVATIVELY) AGAINST ANY OF THE RELEASED PARTIES; *PROVIDED, HOWEVER*, THAT THE FOREGOING PROVISIONS OF THIS DEBTOR RELEASE SHALL NOT OPERATE TO WAIVE OR RELEASE (A) THE RIGHTS OF SUCH DEBTOR RELEASING PARTY TO ENFORCE THE PLAN AND THE CONTRACTS, INSTRUMENTS, RELEASES, INDENTURES, AND OTHER AGREEMENTS OR DOCUMENTS DELIVERED UNDER OR IN CONNECTION WITH THE PLAN (INCLUDING, WITHOUT LIMITATION, THE EXIT FACILITY LOAN DOCUMENTS AND THE NEW SECURED CONVERTIBLE NOTES DOCUMENTS) OR ASSUMED OR ASSUMED AND ASSIGNED, AS APPLICABLE, PURSUANT TO THE PLAN OR PURSUANT TO A FINAL ORDER OF THE BANKRUPTCY COURT AND (B) CLAIMS OR LIABILITIES ARISING OUT OF OR RELATING TO ANY ACT OR OMISSION OF A RELEASED PARTY THAT CONSTITUTES A CRIMINAL ACT, FRAUD, WILLFUL MISCONDUCT, OR GROSS NEGLIGENCE, IN EACH CASE AS DETERMINED BY FINAL ORDER OF THE BANKRUPTCY COURT OR ANY OTHER COURT OF COMPETENT JURISDICTION. THE FOREGOING RELEASE SHALL BE EFFECTIVE AS OF THE EFFECTIVE DATE WITHOUT FURTHER NOTICE TO OR ORDER OF THE BANKRUPTCY COURT, ACT OR ACTION UNDER APPLICABLE LAW, REGULATION, ORDER, OR RULE OR THE VOTE, CONSENT, AUTHORIZATION OR APPROVAL OF ANY PERSON OR ENTITY AND THE CONFIRMATION ORDER SHALL PERMANENTLY ENJOIN THE COMMENCEMENT OR PROSECUTION BY ANY PERSON OR ENTITY, WHETHER DIRECTLY, DERIVATIVELY OR OTHERWISE, OF ANY CLAIMS, OBLIGATIONS, SUITS, JUDGMENTS, DAMAGES, DEMANDS, DEBTS, RIGHTS, CAUSES OF ACTION, OR LIABILITIES RELEASED PURSUANT TO THIS DEBTOR RELEASE. NOTWITHSTANDING THE FOREGOING, NOTHING IN THIS ARTICLE X.B. SHALL OR SHALL BE DEEMED TO (I) PROHIBIT THE DEBTORS OR THE REORGANIZED DEBTORS FROM ASSERTING AND ENFORCING ANY CLAIMS, OBLIGATIONS, SUITS, JUDGMENTS, DEMANDS, DEBTS, RIGHTS, CAUSES OF ACTION OR LIABILITIES THEY MAY HAVE AGAINST ANY PERSON OR ENTITY THAT IS BASED UPON AN ALLEGED BREACH OF A CONFIDENTIALITY OR NON-COMPETE OBLIGATION OWED TO THE DEBTORS OR THE REORGANIZED DEBTORS AND/OR (II) OPERATE AS A RELEASE OR WAIVER OF ANY INTERCOMPANY CLAIMS, IN EACH CASE UNLESS OTHERWISE EXPRESSLY PROVIDED FOR IN THIS PLAN.**

ENTRY OF THE CONFIRMATION ORDER SHALL CONSTITUTE THE BANKRUPTCY COURT'S APPROVAL, PURSUANT TO BANKRUPTCY RULE 9019, OF THE DEBTOR RELEASE, WHICH INCLUDES BY REFERENCE EACH OF THE RELATED PROVISIONS AND DEFINITIONS CONTAINED HEREIN, AND FURTHER, SHALL CONSTITUTE THE BANKRUPTCY COURT'S FINDING THAT THE DEBTOR RELEASE IS: (I) IN EXCHANGE FOR THE GOOD AND VALUABLE CONSIDERATION PROVIDED BY THE RELEASED PARTIES; (II) A GOOD FAITH SETTLEMENT AND COMPROMISE OF THE CLAIMS RELEASED BY THE DEBTOR RELEASE; (III) IN THE BEST INTEREST OF THE DEBTORS AND THEIR ESTATES; (IV) FAIR, EQUITABLE AND REASONABLE; (V) GIVEN AND MADE AFTER DUE NOTICE AND OPPORTUNITY FOR HEARING; AND (VI) A BAR TO ANY OF THE DEBTORS, THE REORGANIZED DEBTORS, OR THE DEBTORS' ESTATES ASSERTING ANY CLAIM OR CAUSE OF ACTION RELEASED PURSUANT TO THE DEBTOR RELEASE.

2. ***Release By Third Parties.*** **EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THE PLAN, EFFECTIVE AS OF THE EFFECTIVE DATE, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, FOR GOOD AND VALUABLE CONSIDERATION PROVIDED BY EACH OF THE RELEASED PARTIES, THE ADEQUACY AND SUFFICIENCY OF WHICH IS HEREBY CONFIRMED, AND WITHOUT LIMITING OR OTHERWISE MODIFYING THE SCOPE OF THE DEBTOR RELEASE PROVIDED BY THE DEBTOR RELEASING PARTIES ABOVE, EACH NON-DEBTOR RELEASING PARTY (TOGETHER WITH THE DEBTOR RELEASING PARTIES, THE "RELEASING PARTIES") SHALL BE DEEMED TO HAVE CONCLUSIVELY, ABSOLUTELY, UNCONDITIONALLY, IRREVOCABLY, AND FOREVER PROVIDED A FULL DISCHARGE, WAIVER, AND RELEASE TO EACH OF THE RELEASED PARTIES (AND EACH SUCH RELEASED PARTY SO RELEASED SHALL BE DEEMED FOREVER RELEASED, WAIVED, AND DISCHARGED BY THE NON-DEBTOR RELEASING PARTIES) AND THEIR RESPECTIVE ASSETS AND PROPERTIES (THE "THIRD PARTY RELEASE") FROM ANY AND ALL CLAIMS, CAUSES OF ACTION, AND ANY OTHER DEBTS, OBLIGATIONS, RIGHTS, SUITS, DAMAGES, ACTIONS, REMEDIES, AND LIABILITIES WHATSOEVER, WHETHER KNOWN OR UNKNOWN, FORESEEN OR UNFORESEEN, WHETHER DIRECTLY OR DERIVATIVELY HELD, EXISTING AS OF THE EFFECTIVE DATE OR THEREAFTER ARISING, IN LAW, AT EQUITY OR OTHERWISE, WHETHER FOR TORT, CONTRACT, VIOLATIONS OF FEDERAL OR STATE SECURITIES LAWS, OR OTHERWISE, BASED IN WHOLE OR IN PART UPON ANY ACT OR OMISSION, TRANSACTION, OR OTHER OCCURRENCE OR CIRCUMSTANCES EXISTING OR TAKING PLACE PRIOR TO OR ON THE EFFECTIVE DATE ARISING FROM OR RELATED IN ANY WAY IN WHOLE OR IN PART TO ANY OF THE DEBTORS OR THEIR AFFILIATES, INCLUDING, WITHOUT LIMITATION, (I) THE CHAPTER 11 CASES, THE DISCLOSURE STATEMENT, THE PLAN, THE RESTRUCTURING SUPPORT AGREEMENT, THE BACKSTOP PURCHASE AGREEMENT, THE RIGHTS OFFERING, THE RESTRUCTURING DOCUMENTS, THE PREPETITION DEBT DOCUMENTS, AND THE DIP LOAN DOCUMENTS, (II) THE SUBJECT MATTER OF, OR THE TRANSACTIONS OR EVENTS GIVING RISE TO, ANY CLAIM OR EQUITY INTEREST THAT IS TREATED IN THE PLAN, (III) THE BUSINESS OR CONTRACTUAL ARRANGEMENTS BETWEEN ANY DEBTOR AND ANY RELEASED PARTIES, (IV) THE NEGOTIATION, FORMULATION OR PREPARATION OF THE RESTRUCTURING SUPPORT AGREEMENT, THE BACKSTOP PURCHASE AGREEMENT, THE RIGHTS OFFERING, THIS PLAN, THE DISCLOSURE STATEMENT, THE PLAN SUPPLEMENT, THE RESTRUCTURING DOCUMENTS, THE PREPETITION DEBT DOCUMENTS, THE DIP LOAN DOCUMENTS, OR RELATED AGREEMENTS, INSTRUMENTS OR OTHER DOCUMENTS, (V) THE RESTRUCTURING OF CLAIMS OR EQUITY INTERESTS PRIOR TO OR DURING THE CHAPTER 11 CASES, (VI) THE PURCHASE, SALE OR RESCISSION OF THE PURCHASE OR SALE OF ANY EQUITY INTEREST OR PLAN SECURITIES OF THE DEBTORS OR THE REORGANIZED DEBTORS, AND/OR (VII) THE CONFIRMATION OR CONSUMMATION OF THE PLAN OR THE SOLICITATION OF VOTES ON THIS PLAN THAT SUCH NON-DEBTOR RELEASING PARTY WOULD HAVE BEEN LEGALLY ENTITLED TO ASSERT (WHETHER INDIVIDUALLY OR COLLECTIVELY) AGAINST ANY OF THE RELEASED PARTIES; *PROVIDED, HOWEVER*, THAT THE FOREGOING PROVISIONS OF THIS THIRD PARTY RELEASE SHALL NOT OPERATE TO WAIVE OR RELEASE (A) THE RIGHTS OF SUCH NON-DEBTOR RELEASING PARTY TO ENFORCE THE PLAN AND THE CONTRACTS, INSTRUMENTS, RELEASES, INDENTURES, AND OTHER AGREEMENTS OR DOCUMENTS DELIVERED UNDER OR IN CONNECTION WITH THIS PLAN (INCLUDING, WITHOUT LIMITATION, THE EXIT FACILITY LOAN DOCUMENTS AND THE NEW SECURED CONVERTIBLE NOTES DOCUMENTS) OR ASSUMED OR ASSUMED AND ASSIGNED, AS APPLICABLE, PURSUANT TO THE PLAN OR PURSUANT TO A FINAL ORDER OF THE BANKRUPTCY COURT AND (B) CLAIMS OR LIABILITIES ARISING OUT OF OR RELATING TO ANY ACT OR OMISSION OF A RELEASED PARTY THAT CONSTITUTES A CRIMINAL ACT, FRAUD, WILLFUL MISCONDUCT, OR GROSS NEGLIGENCE, IN EACH CASE AS DETERMINED BY FINAL ORDER OF THE BANKRUPTCY COURT OR ANY OTHER COURT OF COMPETENT JURISDICTION. THE FOREGOING RELEASE SHALL BE EFFECTIVE AS OF THE EFFECTIVE DATE WITHOUT FURTHER NOTICE TO OR ORDER OF THE BANKRUPTCY COURT, ACT OR ACTION UNDER APPLICABLE LAW, REGULATION, ORDER, OR RULE OR THE VOTE, CONSENT, AUTHORIZATION OR APPROVAL OF ANY PERSON OR ENTITY AND THE CONFIRMATION ORDER SHALL PERMANENTLY ENJOIN THE COMMENCEMENT OR PROSECUTION BY ANY PERSON OR ENTITY, WHETHER DIRECTLY, DERIVATIVELY OR OTHERWISE, OF ANY CLAIMS, OBLIGATIONS, SUITS, JUDGMENTS, DAMAGES, DEMANDS, DEBTS, RIGHTS, CAUSES OF ACTION, OR LIABILITIES RELEASED PURSUANT TO THIS THIRD PARTY RELEASE.**

ENTRY OF THE CONFIRMATION ORDER SHALL CONSTITUTE THE BANKRUPTCY COURT'S APPROVAL, PURSUANT TO BANKRUPTCY RULE 9019, OF THE THIRD PARTY RELEASE, WHICH INCLUDES BY REFERENCE EACH OF THE RELATED PROVISIONS AND DEFINITIONS CONTAINED HEREIN, AND FURTHER, SHALL CONSTITUTE THE BANKRUPTCY COURT'S FINDING THAT THE THIRD PARTY RELEASE IS: (I) CONSENSUAL; (II) ESSENTIAL TO THE CONFIRMATION OF THE PLAN; (III) IN EXCHANGE FOR THE GOOD AND VALUABLE CONSIDERATION PROVIDED BY THE RELEASED PARTIES; (IV) A GOOD FAITH SETTLEMENT AND COMPROMISE OF THE CLAIMS RELEASED BY THE THIRD PARTY RELEASE; (V) IN THE BEST INTEREST OF THE DEBTORS AND ALL HOLDERS OF CLAIMS AND EQUITY INTERESTS; (VI) FAIR, EQUITABLE AND REASONABLE; (VII) GIVEN AND MADE AFTER DUE NOTICE AND OPPORTUNITY FOR HEARING; AND (VIII) A BAR TO ANY OF THE RELEASING PARTIES ASSERTING ANY CLAIM OR CAUSE OF ACTION RELEASED PURSUANT TO THE THIRD PARTY RELEASE.

Article X.E – Exculpation. EFFECTIVE AS OF THE EFFECTIVE DATE, TO THE FULLEST EXTENT PERMITTED BY LAW, THE EXCULPATED PARTIES SHALL NEITHER HAVE NOR INCUR ANY LIABILITY TO ANY PERSON OR ENTITY FOR ANY CLAIMS OR CAUSES OF ACTION ARISING PRIOR TO OR ON THE EFFECTIVE DATE FOR ANY ACT TAKEN OR OMITTED TO BE TAKEN IN CONNECTION WITH, OR RELATED TO, FORMULATING, NEGOTIATING, PREPARING, DISSEMINATING, IMPLEMENTING, ADMINISTERING, CONFIRMING OR EFFECTING THE CONFIRMATION OR CONSUMMATION OF THIS PLAN, THE DISCLOSURE STATEMENT, THE RESTRUCTURING DOCUMENTS, THE RIGHTS OFFERING, THE PREPETITION DEBT DOCUMENTS, THE DIP LOAN DOCUMENTS, OR ANY CONTRACT, INSTRUMENT, RELEASE OR OTHER AGREEMENT OR DOCUMENT CREATED OR ENTERED INTO IN CONNECTION WITH THIS PLAN, INCLUDING THE RESTRUCTURING SUPPORT AGREEMENT AND THE BACKSTOP PURCHASE AGREEMENT, OR ANY OTHER PREPETITION OR POSTPETITION ACT TAKEN OR OMITTED TO BE TAKEN IN CONNECTION WITH OR IN CONTEMPLATION OF THE RESTRUCTURING OF THE DEBTORS, THE APPROVAL OF THE DISCLOSURE STATEMENT OR CONFIRMATION OR CONSUMMATION OF THIS PLAN; PROVIDED, HOWEVER, THAT THE FOREGOING PROVISIONS OF THIS EXCULPATION SHALL NOT OPERATE TO WAIVE OR RELEASE: (I) ANY CAUSES OF ACTION ARISING FROM WILLFUL MISCONDUCT, ACTUAL FRAUD, OR GROSS NEGLIGENCE OF SUCH APPLICABLE EXCULPATED PARTY AS DETERMINED BY FINAL ORDER OF THE BANKRUPTCY COURT OR ANY OTHER COURT OF COMPETENT JURISDICTION; AND/OR (II) THE RIGHTS OF ANY PERSON OR ENTITY TO ENFORCE THIS PLAN AND THE CONTRACTS, INSTRUMENTS, RELEASES, INDENTURES, AND OTHER AGREEMENTS AND DOCUMENTS DELIVERED UNDER OR IN CONNECTION WITH THIS PLAN OR ASSUMED PURSUANT TO THIS PLAN OR FINAL ORDER OF THE BANKRUPTCY COURT; PROVIDED, FURTHER, THAT EACH EXCULPATED PARTY SHALL BE ENTITLED TO RELY UPON THE ADVICE OF COUNSEL CONCERNING ITS RESPECTIVE DUTIES PURSUANT TO, OR IN CONNECTION WITH, THE ABOVE REFERENCED DOCUMENTS, ACTIONS OR INACTIONS. THE FOREGOING EXCULPATION SHALL BE EFFECTIVE AS OF THE EFFECTIVE DATE WITHOUT FURTHER NOTICE TO OR ORDER OF THE BANKRUPTCY COURT, ACT OR ACTION UNDER APPLICABLE LAW, REGULATION, OR RULE OR THE VOTE, CONSENT, AUTHORIZATION OR APPROVAL OF ANY PERSON OR ENTITY. NOTWITHSTANDING THE FOREGOING, NOTHING IN THIS ARTICLE X.E SHALL OR SHALL BE DEEMED TO PROHIBIT THE DEBTORS OR THE REORGANIZED DEBTORS FROM ASSERTING AND ENFORCING ANY CLAIMS, OBLIGATIONS, SUITS, JUDGMENTS, DEMANDS, DEBTS, RIGHTS, CAUSES OF ACTION OR LIABILITIES THEY MAY HAVE AGAINST ANY PERSON OR ENTITY THAT IS BASED UPON AN ALLEGED BREACH OF A CONFIDENTIALITY OR NON-COMPETE OBLIGATION OWED TO THE DEBTORS OR THE REORGANIZED DEBTORS, IN EACH CASE UNLESS OTHERWISE EXPRESSLY PROVIDED FOR IN THE PLAN.

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

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

[1] 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.

[2] Capitalized terms used but not otherwise defined herein will have the meanings set forth in the Plan.

[3] 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.

Legal Bids & Proposals

ADVERTISEMENT FOR BIDS

CNP UTILITY DISTRICT ELEVATED STORAGE TANK RECOATING

Sealed Bids for the construction of the ELEVATED STORAGE TANK RECOATING will be **electronically** received on Civcast, by CNP UTILITY DISTRICT, until 2:00 pm, local time on September 10, 2020, at which time the Bids received will be publicly opened and read via conference call. To Join Conference Call: Dial-in number: (712) 775-7031, Access code: 148-766-531 # (Dial-in area code is 712 not 713). Phone carriers may apply standard charges. A bid summary will be posted on Civcast. The Project consists of blasting and recoating interior and exterior of 750,000 gallon elevated storage tank including all interior piping and valves (Key Map No. 332-F).

Bids shall be on a lump sum and unit price basis as indicated in the Bid Form.

The Issuing Office for the Bidding Documents is: A&S Engineers, Inc., 10377 Stella Link Road, Houston, TX 77025, telephone 713-942-2700, Darla Dewar, dkd@as-engineers.com.

Bidding Documents may be examined online at www.CivcastUSA.com.

A **non-mandatory** pre-bid conference will be held at 2:00 pm on September 3, 2020 **via conference call**. To Join Conference Call: Dial-in number: (712) 775-7031, Access code: 148-766-531 # (Dial-in area code is 712 not 713). Phone carriers may apply standard charges.

Bid security, Conflict of Interest Questionnaire, and Texas Ethics Commission Form 1295 shall be furnished in accordance with the Instructions to Bidders.

Citation by Publication

Cause no. 20186688
Plaintiff: Maya, Eduardo
vs.
Defendant: Sanchez-Medrano, Brenda
In the 270th Judicial District Court of Harris County, Texas
270th DISTRICT COURT
Houston, TX
CITATION
THE STATE OF TEXAS
County of Harris
TO: Sanchez-Medrano, Brenda
OR WHEREVER FOUND
7575 BISSONNET ST
#334 HOUSTON TX 77074
Attached is a copy of PLAINTIFFS ORIGINAL PETITION AND FIRST SET OF DISCOVERY
This instrument was filed on the 13th day of march, 2018, in the above cited cause number and court. The instrument attached describes the claim against you.
YOU HAVE BEEN SUED, You may employ an attorney. If you or your attorney do not file a written answer with the District Clerk who issued this citation by 10:00 a.m. on the Monday next following the expiration of 20 days after you were served this citation and petition, a default judgement may be taken against you.
TO OFFICER SERVING:
This citation was issued on 14th day of March, 2018, under my hand and seal of said Court.
(SEAL)
Issued at request of:
DASPIT, JOHN A.
440 LOUISIANA, SUITE 1400
HOUSTON, TX 77002
Tel: (713) 588-0383
Bar No.: 24048906
/s/Chris Daniel
Chris Daniel, District Clerk
Harris County, Texas
201 Caroline, Houston, Texas 77002
(P.O. Box 4651, Houston, Texas 77210)
Generated by: ELDRIDGE, WALTER F
J8P//10903460

Legal Bids & Proposals

REQUEST FOR SEALED PROPOSALS WILL BE RECEIVED BY PROCUREMENT SERVICES, PORT OF HOUSTON AUTHORITY EXECUTIVE OFFICE BUILDING, 111 EAST LOOP NORTH, HOUSTON, TEXAS 77029 UNTIL 11:00 A.M., ON SEPTEMBER 16TH., 2020, FOR THE FOLLOWING:

ANALYSIS AND DESIGN SUPPORT FOR EXECUTIVE OFFICE BUILDING ALTERNATIVES (RFP).

THERE IS A PRE-PROPOSAL SCHEDULED FOR AUGUST 25, 2020 AT 1:30PM. THE MEETING WILL TAKE PLACE THROUGH WEBEX. INSTRUCTIONS TO JOIN THE MEETING ARE PROVIDED IN THE REQUEST FOR PROPOSAL.

IN LIGHT OF CONTINUING CONCERNS ABOUT THE SPREAD OF COVID-19 IN THE GREATER HOUSTON AREA, PORT HOUSTON IS CONTINUING TO TAKE PROACTIVE STEPS TO PROTECT THE HEALTH AND SAFETY OF OUR EMPLOYEES AND VENDOR COMMUNITY. RESPONDENTS MUST SUBMIT THEIR RESPONSES ELECTRONICALLY VIA EMAIL TO:

PROCUREMENTPROPOSALS@PORTHOUSTON.COM. PLEASE INCLUDE THE SOLICITATION NUMBER AND THE PROJECT TITLE IN THE SUBJECT LINE.

SPECIFICATIONS MAY BE OBTAINED FROM PORT HOUSTON'S ePROCUREMENT WEBSITE https://buyspeed.poha.com/bso/.

Legals/Public Notices

Cellco Partnership and its controlled affiliates doing business as Verizon Wireless (Verizon Wireless) proposes to build several monopole small cell communications towers in the vicinity of Houston and Webster, Harris County, TX, and Texas City, Galveston County, TX and Sugar Land, Fort Bend County, TX. The heights and locations for the proposed installations are as follows; 41-foot 1-inch tower at the approx. vicinity of 15377 Memorial Dr., 77079 Lat: [29-46-44.4058], Long: [-95-37-28.42323]; 30-foot 9-inch tower at the approx. vicinity of 1523 2/3 Jo Ann Ln, 77498, Lat: [29-38-31.38], Long: [-95-37-54.7392]; 41-foot 1-inch tower at the approx. vicinity of 200 Westlake Park Boulevard, 77079 Lat: [29-46-57.19696], Long: [-95-37-49.31206]; 41-foot 1-inch tower at the approx. vicinity of 15663 2/3 Memorial Dr., 77079, Lat: [29-46-34.46851, Long: [-95-38-2.20861]; 35.625-foot tower at the approx. vicinity of 600 W Texas Ave, 77598, Lat: [29-32-41.9568], Long: [-95-8-6.867]; 35.625-foot tower at the approx. vicinity of 100 W Texas Ave, 77598, Lat: [29-32-57.4368], Long: [-95-8-0.7182]; 41-foot 1-inch tower at the approx. vicinity of 526 20th Ave N, 77590, Lat: [29-24-16.67], Long: [-95-54-10.44]; 41-foot 1-inch tower at the approx. vicinity of 1331 9th Ave N, 77590, Lat: [29-23-32.6], Long: [-95-54-52.85]; 41-foot 3.4-inch tower at the approx. vicinity of 864 2/3 Threadneedle St., 77079, Lat: [29-46-54.5982], Long: [-95-36-34.6788]; 41-foot 1-inch tower at the approx. vicinity of 540 2/3 Westlake Park Blvd., 77079, Lat: [29-46-50.98672], Long: [-95-37-49.16395]; 41-foot 1-inch tower at the approx. vicinity of 777 South Mayde Creek Drive #379, 77074, Lat: [29-46-38.02029], Long: [-95-37-27.64884]; 34-foot tower at the approx. vicinity of 1902 2/3 Greenbriar Drive, 77498, Lat: [29-38-54.8052], Long: [-95-37-29.7876]; 30-foot 9-inch tower at the approx. vicinity of 1923 2/3 Arcadia Drive, 77498, Lat: [29-38-51.4566], Long: [-95-37-57.144]; 30-foot 9-inch tower at the approx. vicinity of 13814 Greenway Dr A, 77498, Lat: [29-38-45.333], Long: [-95-37-41.9442]; 30-foot 9-inch tower at the approx. vicinity of 13418 2/3 Greenway Dr, 77498, Lat: [29-38-51.4716], Long: [-95-37-11.1642]. Public comments regarding potential effects from this site on historic properties may be submitted within 30 days from the date of this publication to: Trileaf Corp, Beth, b.thompson@trileaf.com, 2550 S. IH-35, Suite 200, Austin, TX 78704, 512-519-9388 ext. 813.

Notice of Public Hearing of the Board of Hospital Managers of Harris County Hospital District to Consider Fiscal Year 2020 Provider Participation Program Payments

Notice is hereby given that the above named Board will hold a public hearing at 9 a.m. on August 27, 2020, with the hearing to be held in the Board Room at 2525 Holly Hall Drive, Houston, Texas 77054, to hear public comments and consider action concerning:

(1) The amount of the mandatory payments that the Board intends to require of all local hospitals in September 2020 and how the revenue derived from those payments is to be spent; and
(2) All other actions necessary to comply with Chapter 299 of the Texas Health and Safety Code.

The Board will hold the public hearing pursuant to Chapter 299 of the Texas Health and Safety Code, which authorized the creation of the Harris County Hospital District local provider participation program. Representatives of local nonpublic hospitals and the public wishing to be heard on these matters may appear before the Board at the public hearing.

NOTICE OF SALE

NORTHAMPTON MUNICIPAL UTILITY DISTRICT
(A Political Subdivision of the State of Texas
Located within Harris County, Texas)

$2,550,000
Defined Area Unlimited Tax Bonds, Series 2020

Bids to be Submitted: 1:00 P.M., Central Time
Bids to be Opened: 7:00 P.M., Central Time
Monday, August 31, 2020

Place and Time of Sale: The Board of Directors (the "Board") of Northampton Municipal Utility District (the "District") will receive and publicly read bids for the purchase of the Bonds at a Board meeting to be held on Monday, August 31, 2020 at 7:00 P.M., Central Time. Said meeting will take place via telephonic conference. The conference call-in number will be 1-800-356-8278 and the passcode will be 637568. This telephone conference call is authorized in compliance with the suspension of certain provisions of Chapter 551, Texas Government Code pursuant to the March 16, 2020, Declaration by the Governor of the State of Texas (the "Declaration"). Should the Declaration be revoked, this meeting will be held instead at 6012 Root Road, Spring, Texas 77389.

Address of Bids: Bids, which must be submitted on the Official Bid Form and plainly marked "Bid for Bonds," should be addressed to "President and Board of Directors of Northampton Municipal Utility District" and delivered to the District's Financial Advisor, Robert W. Baird & Co., 1331 Lamar Street, Suite 1360, Houston, Texas 77010 prior to 1:00 P.M., Central Time, on the date of the bid opening. Electronic bids must be submitted through PARITY. Any bid received after 1:00 P.M. Central Time, on Monday, August 31, 2020, will not be accepted and will be returned unopened. All bids must be accompanied by a Bank Cashier's Check in the amount of $51,000 payable to the order of the District as a good faith deposit.

Information: The Bonds are more completely described in the "Official Notice of Sale" and the "Preliminary Official Statement" which may be obtained from Robert W. Baird & Co., 1331 Lamar Street, Suite 1360, Houston, Texas 77010; Financial Advisor to the District. The District reserves the right to reject any and all bids and to waive any and all irregularities except time of filing. This notice does not constitute an offer to sell the Bonds but is merely notice of sale of the Bonds as required by law. The offer to sell the Bonds will be made only by means of the "Official Notice of Sale," and "Preliminary Official Statement," and the "Official Bid Form."

Board of Directors
Northampton Municipal Utility District

LEGAL NOTICE

Notice to Creditors

BUSINESS

Largest oil fund, CEO face SEC action

By Alex Longley and Katherine Greifeld
BLOOMBERG NEWS

The world's biggest exchange-traded fund tracking oil is facing U.S. regulatory action after it took a series of extreme steps to survive the historic crude selloff earlier this year.

The Securities and Exchange Commission has issued the United States Oil Fund ETF, known as USO, with a Wells Notice about the intended measures, according to a filing on Wednesday.

The fund was being probed over whether it had adequately disclosed risks to investors after it was forced to dramatically reshuffle the mix of futures contracts it tracked during the market turmoil. That helped protect the ETF, but meant deviating from its past investment strategy.

The notice states that the SEC has made a preliminary decision to recommend an enforcement action against the ETF, its Chief Executive Officer John Love and United States Commodity Funds, the company which manages USO. The decision relates to disclosures made in late April and early May.

USCF, USO and Love said they intend to vigorously contest any allegations. Judy Burns, an SEC spokesperson, declined to comment.

It's the latest dramatic twist in the story of USO, which was at the center of the storm as crude prices plunged earlier this year. As volatility swept the market, it issued six disclosures in less than two months announcing changes to the fund's investment strategy, and temporarily halted new share creations – potentially untethering itself from the contracts it was tracking.

Despite the drama, the ETF remains a major player in oil futures with more than $4 billion in assets. Industry experts say the SEC notice is unlikely to change that.

"Unfortunately I think many investors wanting to make a bet on an oil recovery as the global economy improves will be undaunted," said Todd Rosenbluth, head of ETF and mutual fund research at CFRA Research. "USO is different than previously constructed – and many investors have not budged."

Despite its complexity, USO has long been a vehicle of choice for many traders playing the oil market.

Even at the peak of the selloff, a record amount of cash was flowing into the fund as investors tried to time the bottom. On April 20 – the day crude prices fell below zero – the ETF attracted more than half a billion dollars.

USO is up about 80 percent since its low that day, meaning many of those investors will be happy. However any who were betting against the fund would have been burned by the emergency steps it took to protect itself.

Meanwhile there were plenty who were invested before the turmoil hit. Class action lawsuits were filed in June alleging that they weren't properly warned of the risks involved.

"I suspect the SEC will simply issue fines to the manager and expect procedural changes," said Dave Nadig, chief investment officer and director of research at ETF Flows. "'I seriously doubt investors will flee as it's a bit of a unique vehicle.

A Wells Notice is nether a formal charge of wrongdoing nor a final determination that any law has been violated.

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

In re:	:	**Chapter 11**
HI-CRUSH INC., *et al.*,	:	**Case No. 20-33495**
Debtors.[1]	:	**(Jointly Administered)**

AFFIDAVIT OF PUBLICATION OF THE NOTICE OF (I) PLAN CONFIRMATION HEARING, (II) OBJECTION AND VOTING DEADLINES, AND (III) SOLICIATION AND VOTING PROCEDURES IN THE NEW YORK TIMES

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

The New York Times
620 8TH AVENUE • NEW YORK, NY 10018

PROOF OF PUBLICATION

Aug-20, 2020

I, Edgar Noblesala, in my capacity as a Principal Clerk of the Publisher of The New York Times a daily newspaper of general circulation printed and published in the City, County and State of New York, hereby certify that the advertisement annexed hereto was published in the editions of

The New York Times on the following date or dates, to wit on

Aug 20, 2020, NYT & Natl, pg B3

Sworn before me the

20 day of August, 2020.

Notary Public

JAMES W SAPP
Notary Public, State of New York
NO. 01SA6190150
Qualified in New York County
Commission Expires 07/14/2024

VIRUS FALLOUT | SOCIAL MEDIA

The Economy Needs More Help From Congress, Fed Officials Said

By JEANNA SMIALEK

WASHINGTON — Federal Reserve officials emphasized the need for ongoing economic support in late July as the coronavirus pandemic dragged on, keeping millions of workers at home and threatening U.S. growth.

"Uncertainty surrounding the economic outlook remained very elevated, with the path of the economy highly dependent on the course of the virus and the public sector's response to it," minutes from the central bank's July 28-29 meeting showed.

The Fed's meeting came as virus cases staged a resurgence, one that has since leveled off, and before the July labor market report showed that job gains are slowing. It also took place just before government support programs lapsed, including enhanced unemployment benefits that were helping many households to stay afloat as business closures keep them out of work.

The need for additional fiscal policy support — in other words, money from Congress — was a major point of discussion at the meeting, based on the minutes released Wednesday. Fed officials noted it was "uncertain" in the short term whether additional government help would come through, and they pointed out that monetary policy and "particularly fiscal policy" had important roles to play in supporting business activity.

With some stimulus provisions "set to expire shortly against the backdrop of a still-weak labor market, additional fiscal aid would likely be important for supporting vulnerable families, and thus the economy more broadly, in the period ahead," some participants said, according to the minutes.

The path to reaching some sort of deal to provide another dose of fiscal support is unclear, even as millions of Americans remain out of work and some businesses continue to struggle. Senate Republicans began circulating the text of a narrow coronavirus relief package on Tuesday, but it is unlikely that Democrats will sign on.

While President Trump has tried to unilaterally extend enhanced unemployment insurance, alongside other measures, his executive orders and memorandum will offer only partial relief that could take weeks to reach consumers. Economists increasingly expect America's millions of unemployed people to go without the $600-per-week supplement they had been receiving for at least all of August.

That could place more strain on less-advantaged households. Minority workers and those with less education have been more likely to lose jobs, and Fed officials seemed concerned with how they will fare going forward.

"With lower-wage and service sector jobs disproportionately held by African-Americans, Hispanics and women, these portions of the population were bearing a disproportionate share of the economic hardship caused by the pandemic," the minutes noted. "Participants noted that the fiscal support initiated in the spring through the CARES Act had been very important in granting some financial relief to millions of families."

The so-called CARES Act provided for an extra $600 in weekly unemployment benefits, student loan and mortgage relief, and small business loans, all of which have helped households and the companies they work for to make it through the pandemic. But the policies were designed as a short-term solution, and many have either run out or will do so in coming months.

The Fed has taken its own actions to support the economy, but its policies primarily enable growth by making it cheaper to borrow and spend — they do not directly put money in consumers' and companies' pockets. That task falls to Congress.

Since the late-July Fed gathering, real-time indicators of consumer spending have continued to muddle along without showing much further improvement, even retreating slightly by some metrics. The stock market, on the other hand, has continued to surge, with key indexes touching new highs.

Central bank staff warned in July that financial vulnerabilities were "notable," and flagged asset prices. They specifically pointed to commercial real estate prices, which continued to increase even as vacancies ticked up.

And some Fed officials suggested that they were worried about potential risks to financial stability should the coronavirus crisis drag on, the minutes showed.

"Banks and other financial institutions could come under significant stress," some meeting participants noted, also pointing out that companies have borrowed large sums of money and the government is issuing huge amounts of debt, which could weigh on Treasury market functioning.

"There was general agreement that these institutions, activities and markets should be monitored closely," the minutes said, and a "couple" of Fed officials pushed for extended restrictions on bank shareholder payouts, which include dividends, though another argued against such a move.

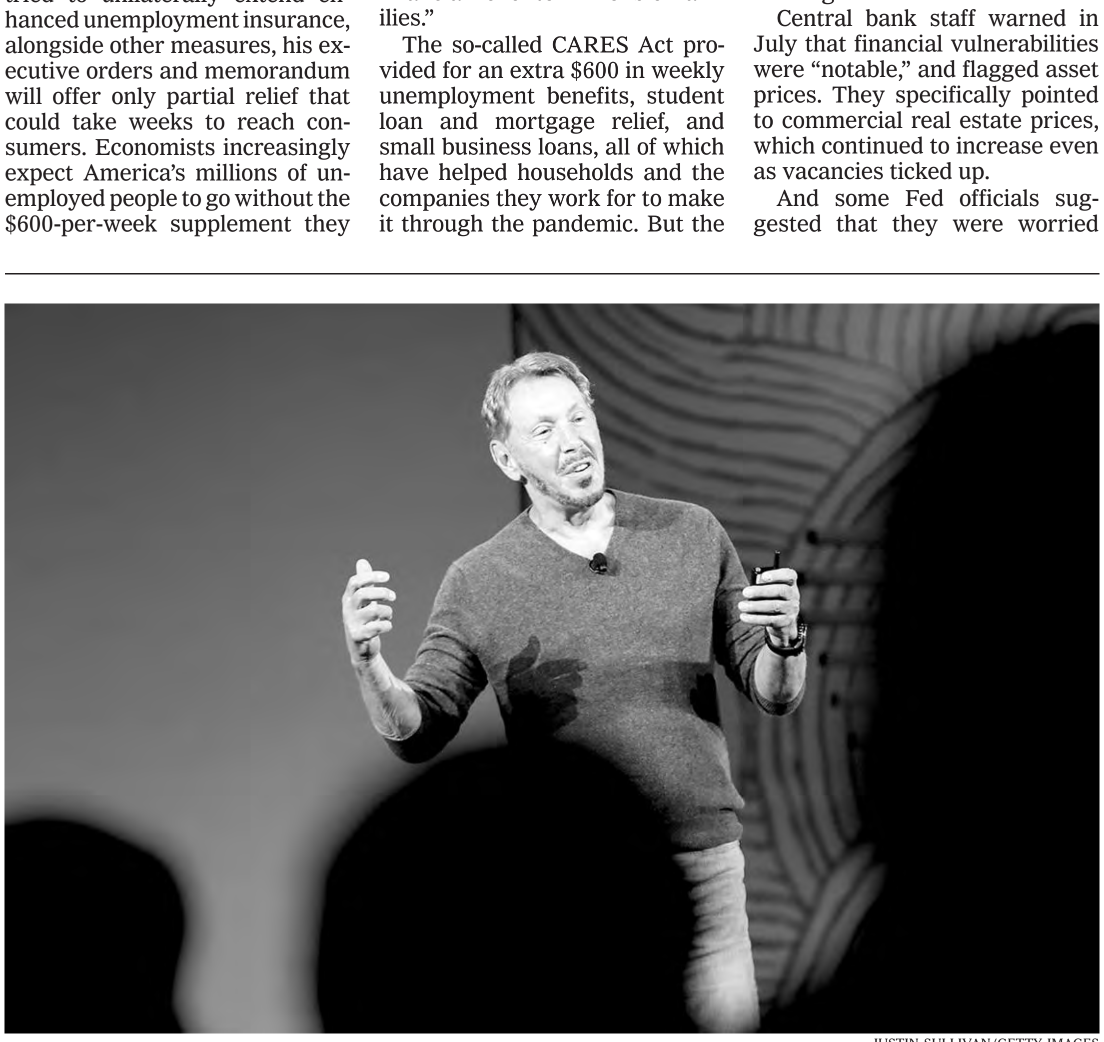
The Fed has limited dividends without actually halting them.

The Fed has also been reviewing its policy framework — the guiding principles it follows when setting interest rates and other monetary policies — for more than a year. It is widely expected to soon announce that it is scrapping its practice of raising rates pre-emptively in an effort to choke off coming inflation, opting instead for an approach that will allow price increases to run above the official 2 percent goal for a time.

That tweak would leave interest rates lower for longer, keeping borrowing for home-buying and business investment cheap. It would also respond to the reality that inflation has been weak for years, running consistently shy of the central bank's target for slow but steady price gains. Excessively weak inflation can have bad side effects.

Officials at the meeting said that they should update their long-run statement of policy goals, which describes their approach, and that "it would be important to finalize all changes to the statement in the near future," the minutes showed.

TING SHEN FOR THE NEW YORK TIMES
Federal Reserve officials expressed "very elevated" uncertainty about the economic outlook as the virus continued to surge across the United States.


JUSTIN SULLIVAN/GETTY IMAGES
Larry Ellison, the chairman of Oracle. The Trump administration is trying to force a sale of TikTok to his company.

Trump Would Back Oracle Owning TikTok

By DAVID McCABE

WASHINGTON — President Trump said late on Tuesday that he would support Oracle's buying TikTok, the Chinese-owned viral video app that his administration says must be sold in the next few weeks.

In comments to reporters at an event in Arizona, Mr. Trump called Oracle a "great company" and said the firm, which specializes in enterprise software, could successfully run TikTok.

"I think that Oracle would be certainly somebody that could handle it," he said.

Mr. Trump declined to say whether he believed Oracle was a better option to take over the app than Microsoft, the software giant that has also talked with ByteDance, TikTok's Chinese owner, about buying the app.

The Trump administration is trying to force the sale of TikTok over concerns that its ownership poses a national security threat. Officials have said Chinese apps could provide a way for Beijing to seize Americans' data, which TikTok and other Chinese firms deny.

This month, the Trump administration issued an order that aims to restrict TikTok and WeChat, a popular Chinese messaging service owned by Tencent. Mr. Trump has said TikTok would have to shut down unless it was sold to a new owner by Sept. 15. The moves follow a yearslong campaign by the administration against Chinese telecom companies like Huawei and ZTE, including pushing major allies to abandon their products.

TikTok has said that while it is owned by a Chinese company, its top executives are Americans and its user data is stored domestically. In recent months, it has rapidly expanded its lobbying operation to fend off scrutiny from Washington and said it planned to hire thousands of additional employees in the United States.

The president did not say whether Microsoft is a better buyer.

Oracle, TikTok and Microsoft declined to comment.

Mr. Trump's support for a potential Oracle bid underscores his close relationship with the tech company, which has spent years building ties to his administration. On Monday, the State Department said Oracle was backing its program targeting Chinese telecom companies and apps.

Unlike many of their Silicon Valley peers, Oracle's executives are political allies of the president. Safra Catz, the company's chief executive, was a member of Mr. Trump's transition team, and Oracle's founder and chairman, Larry Ellison, hosted a fund-raiser for the president this year.

Last week, a Labor Department lawyer said she was facing removal from her position after raising concerns about intervention by Mr. Trump's labor secretary, Eugene Scalia, in a pay discrimination case against Oracle. (The agency said Mr. Scalia had done nothing improper in the case, and Oracle said the lawsuit had no merit.)

Oracle has had its share of wins in Washington under Mr. Trump. After it spent years arguing that the bidding process for a $10 billion Pentagon cloud computing contract was rigged in favor of Amazon, the Defense Department awarded the deal to Microsoft. And this year, the Trump administration backed Oracle's position in a continuing copyright battle with Google.

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

In re:	:	**Chapter 11**
HI-CRUSH INC., *et al.*,	:	**Case No. 20-33495**
Debtors.[1]	:	**(Jointly Administered)**

SUPPLEMENTAL CERTIFICATE OF SERVICE

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

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

- **Notice of Deadlines for the Filing of Proofs of Claim, Including Claims Arising Under Section 503(B)(9) of the Bankruptcy Code** [*Exhibit 1 to Docket No. 88*]

- ***Individualized*** **Modified Official Form 410 Proof of Claim** [*substantially in the form of Exhibit 2 to Docket No. 88*]

Remainder of page intentionally left blank

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

- **Notice of Chapter 11 Bankruptcy Case** [attached here to as **Exhibit A**]

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

Dated: August 27, 2020

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

Exhibit A

Information to identify the case:

Debtor: Hi-Crush Inc., et al. (Name) EIN: 90-0840530

United States Bankruptcy Court for the: Southern District of Texas (State) Date case filed for chapter 11: 07/12/2020 (MM / DD / YYYY)

Case number: 20-33495 (DRJ) (Jointly Administered)

Official Form 309F1 (For Corporations or Partnerships)

Notice of Chapter 11 Bankruptcy Case

02/20

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

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

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

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

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

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

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

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

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

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

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

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

4. **Debtors' attorneys:**

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

– and –

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

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

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

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

Case website: www.kccllc.net/hicrush

5. Bankruptcy clerk's office Documents in this case may be filed at this address. You may inspect all records filed in this case at this office or online at www.pacer.gov.	**Location:** Bob Casey United States Courthouse 515 Rusk Avenue Houston, TX 77002 **Correspondence:** David J. Bradley Clerk of Court P. O. Box 61010 Houston, TX 77208	**Hours Open:** 8:00 a.m. - 5:00 p.m. (Central) Monday – Friday **Contact Phone:** 713-250-5500
6. Meeting of creditors The debtor's representative must attend the meeting to be questioned under oath. Creditors may attend, but are not required to do so.	**August 18, 2020** **at 11:00 a.m. (Prevailing Central Time)** The meeting may be continued or adjourned to a later date. If so, the date will be on the court docket.	**Location:** The meeting of creditors will take place telephonically. Dial In: 1-866-707-5468 Participant Code: 6166997#
7. Proof of claim deadline	**Deadline for filing proof of claim:** **August 16, 2020, at 5:00 p.m. (Prevailing Central Time)** A proof of claim is a signed statement describing a creditor's claim. A proof of claim form may be obtained at www.uscourts.gov or any bankruptcy clerk's office. Your claim will be allowed in the amount scheduled unless: ■ your claim is designated as *disputed*, *contingent*, or *unliquidated*; ■ you file a proof of claim in a different amount; or ■ you receive another notice. If your claim is not scheduled or if your claim is designated as *disputed*, *contingent*, or *unliquidated*, you must file a proof of claim or you might not be paid on your claim and you might be unable to vote on a plan. You may file a proof of claim even if your claim is scheduled. You may review the schedules at the bankruptcy clerk's office or online at www.pacer.gov. Secured creditors retain rights in their collateral regardless of whether they file a proof of claim. Filing a proof of claim submits a creditor to the jurisdiction of the bankruptcy court, with consequences a lawyer can explain. For example, a secured creditor who files a proof of claim may surrender important nonmonetary rights, including the right to a jury trial.	
8. Exception to discharge deadline The bankruptcy clerk's office must receive a complaint and any required filing fee by the following deadline.	If § 523(c) applies to your claim and you seek to have it excepted from discharge, you must start a judicial proceeding by filing a complaint by the deadline stated below. **Deadline for filing the complaint:** **October 17, 2020.**	
9. Creditors with a foreign address	If you are a creditor receiving notice mailed to a foreign address, you may file a motion asking the court to extend the deadlines in this notice. Consult an attorney familiar with United States bankruptcy law if you have any questions about your rights in this case.	
10. Filing a Chapter 11 bankruptcy case	Chapter 11 allows debtors to reorganize or liquidate according to a plan. A plan is not effective unless the court confirms it. You may receive a copy of the plan and a disclosure statement telling you about the plan, and you may have the opportunity to vote on the plan. You will receive notice of the date of the confirmation hearing, and you may object to confirmation of the plan and attend the confirmation hearing. Unless a trustee is serving, the debtor will remain in possession of the property and may continue to operate its business.	

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

Rider 1

Other Names Used in the Last 8 Years

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

Exhibit B

Exhibit B

Additional Taxing Authorities Service List

Served via First Class Mail

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

Exhibit C

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

In re:	:	Chapter 11
HI-CRUSH INC., *et al.*,[1]	:	Case No. 20-33496 (DRJ)
Debtors.	:	(Jointly Administered)

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

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

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

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

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

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

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

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

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

VOTING DEADLINES

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

CRITICAL INFORMATION REGARDING VOTING ON THE PLAN

1. On August 15, 2020, the Debtors filed the Plan and the Disclosure Statement pursuant to sections 1125 and 1126(b) of the Bankruptcy Code. Copies of the Plan and the Disclosure Statement may be obtained free of charge by visiting the website maintained by the Debtors' voting and claims agent, Kurtzman Carson Consultants LLC (the "**Voting and Claims Agent**"), at www.kccllc.net/hicrush. 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 with "Hi-Crush" in the subject line.

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[2] Capitalized terms used but not otherwise defined herein will have the meanings set forth in the Plan.

[3] 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:

SUMMARY OF STATUS AND VOTING RIGHTS

Class	Claim/Equity Interest	Status	Voting Rights
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.	***Prepetition Notes Claims***	***Impaired***	***Entitled to Vote***
5.	***General Unsecured Claims***	***Impaired***	***Entitled to Vote***
6.	Intercompany Claims	Impaired	Deemed to Accept
7.	Old Affiliate Interests in any Parent Subsidiary	Unimpaired	Deemed to Accept
8.	Old Parent Interests	Impaired	Deemed to Reject

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

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

CRITICAL INFORMATION REGARDING OBJECTING TO THE PLAN

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

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

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

7. Notice Parties. The Notice Parties include:

- Counsel to the Debtors: Latham & Watkins LLP, 885 Third Avenue, New York, NY 10022 (Attn: Keith A. Simon, Esq. and Annemarie V. Reilly, Esq.) (keith.simon@lw.com and annemarie.reilly@lw.com) and Hunton Andrews Kurth LLP, 600 Travis Street, Suite 4200, Houston, TX (Attn: Timothy A. Davidson II, Esq. and Ashley L. Harper, Esq.) (TadDavidson@HuntonAK.com and AshleyHarper@HuntonAK.com);

- Counsel to the DIP ABL Agent: Simpson, Thacher & Bartlett LLP, 425 Lexington Avenue, New York, NY 10017 (Attn: Elisha Graff, Esq. and Daniel L. Biller, Esq.) (egraff@stblaw.com and dbiller@stblaw.com);

- Counsel to the Ad Hoc Noteholders Committee: Paul, Weiss, Rifkind, Wharton & Garrison, LLP, 1285 Avenue of the Americas, New York, NY 10019 (Attn: Brian S. Hermann, Esq. and Elizabeth R. McColm, Esq.) (bhermann@paulweiss.com and emccolm@paulweiss.com) and Porter Hedges LLP, 1000 Main St., 36th Floor, Houston, TX 77002 (Attn: John F. Higgins, Esq.) (JHiggins@porterhedges.com);

- Counsel to any statutory committee appointed in these Chapter 11 Cases; and

- the Office of the United States Trustee for the Southern District of Texas, 515 Rusk Street, Suite 3516, Houston, TX 77002 (Attn: Stephen Statham, Esq. and Hector Duran, Esq.) (stephen.statham@usdoj.gov and hector.duranjr@usdoj.gov).

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Article X.E – Exculpation

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

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

Article X.G – Injunction

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

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

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

In re:	:	**Chapter 11**
HI-CRUSH INC., *et al.*,	:	**Case No. 20-33495**
Debtors.[1]	:	**(Jointly Administered)**

CERTIFICATE OF SERVICE

I, Varouj Bakhshian, depose and say:

1. I am employed by Kurtzman Carson Consultants LLC ("KCC"), the claims, noticing and administrative agent for the Debtors in the above-captioned cases. I submit this certificate in connection with the service of solicitation materials (the "Solicitation Packages") for the *Joint Plan of Reorganization for Hi-Crush Inc. and its Affiliate Debtors Under Chapter 11 of the Bankruptcy Code* [Docket No. 289] (the "Plan"). I am over the age of 18 and not a party to this action. Except as otherwise noted, I could and would testify to the following based upon my personal knowledge.

2. On July 13, 2020, the Court entered the *Order Authorizing Retention and Appointment of Kurtzman Carson Consultants LLC as Claims, Noticing, and Solicitation Agent Effective as of the Petition Date* [Docket No. 57].

3. Consistent with its retention as claims, noticing and solicitation agent, KCC is charged with, among other things, the duty of printing and distributing Solicitation Packages to creditors and other interested parties pursuant to the instructions set forth in the *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*

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

Manner of Cure Notice, and (VI) Granting Related Relief [Docket No. 176] (the "Disclosure Statement Motion") filed by the Debtors on July 27, 2020 and 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. 288] (the "Disclosure Statement Order"), as entered by the Court on August 14, 2020.

4. The Solicitation Packages consist of the following documents:

   a. if applicable, a flash drive (the "Flash Drive") containing the following documents:

      i. the *Disclosure Statement for the Joint Plan of Reorganization for Hi-Crush Inc. and its Affiliate Debtors Under Chapter 11 of the Bankruptcy Code* (with all exhibits and attachments thereto) [Docket No. 290] (the "Disclosure Statement"); and

      ii. the Plan;

   b. either a printed copy of the appropriate Ballot(s) and voting instructions for the voting class in which the creditor is entitled to vote (with a pre-addressed, postage prepaid return envelope, if applicable (the "Return Envelope")):

      i. *Beneficial Holder Ballot for Class 4 – Prepetition Notes Claims* (the "Class 4 Beneficial Holder Ballot") (substantially in the form attached as Exhibit 6A to the Disclosure Statement Order);

      ii. *Master Ballot for Nominees of Beneficial Holders of Class 4 – Prepetition Notes Claims* (the "Class 4 Master Ballot") (substantially in the form attached as Exhibit 6B to the Disclosure Statement Order);

      iii. *Ballot for Class 5 – General Unsecured Claims* (the "Class 5 Ballot") (substantially in the form attached as Exhibit 6C to the Disclosure Statement Order);

   c. or in lieu of a Ballot, the following notices and forms, as appropriate, based on the treatment under the Plan of any Claim or Interest held by the party to whom the notice is provided:

      i. *Notice of Non-Voting Status and Opt-Out Opportunity: Deemed to Accept* (the "Unimpaired Non-Voting Status Notice") (substantially in the form attached as Exhibit 4 to the Disclosure Statement Order);

ii. *Opt-Out Form for Holders of Claims in Class 1 – Other Priority Claims, Class 2 – Other Secured Claims and Class 3 – Secured Tax Claims* (the "Unimpaired Opt-Out Form") (substantially in the form attached as Exhibit 4A to the Disclosure Statement Order);

iii. *Notice of Non-Voting Status and Opt-Out Opportunity: Deemed to Reject* (the "Impaired Non-Voting Status Notice") (substantially in the form attached as Exhibit 5 to the Disclosure Statement Order);

iv. *Registered Holder Opt-Out Form for Class 8 – Old Parent Interests* (the "Class 8 Registered Holder Opt-Out Form") (substantially in the form attached as Exhibit 5A to the Disclosure Statement Order);

v. *Beneficial Holder Opt-Out Form for Class 8 – Old Parent Interests* (the "Class 8 Beneficial Holder Opt-Out Form") (substantially in the form attached as Exhibit 5B to the Disclosure Statement Order);

vi. *Master Opt-Out Form for Class 8 – Old Parent Interests* (the "Class 8 Master Opt-Out Form") (substantially in the form attached as Exhibit 5C to the Disclosure Statement Order);

d. if applicable, the *Cover Letter and Recommendation of the Debtors* (the "Cover Letter") (substantially in the form attached as Exhibit 11 to the Disclosure Statement Order);

e. if applicable, the *Notice of Limited Voting Status to Holders of Contingent, Unliquidated, or Disputed Claims for Which No Objection Has Been Filed* (the "Limited Voting Status Notice") (substantially in the form attached as Exhibit 7 to the Disclosure Statement Order);

f. if applicable, the *Accredited Investor Questionnaire* (the "AI Questionnaire") (substantially in the form attached as Schedule 2 to Exhibit 9 to the Disclosure Statement Order);

g. if applicable, the *Notice to Contract and Lease Counterparties* (the "Contract/Lease Notice") (substantially in the form attached as Exhibit 8 to the Disclosure Statement Order); and

h. the *Notice of (I) Plan Confirmation Hearing, (II) Objection and Voting Deadlines, and (III) Solicitation and Voting Procedures* (the "Confirmation Hearing Notice") (substantially in the form attached as Exhibit 2 to the Disclosure Statement Order).

5. On August 20, 2020, at my direction and under my supervision, employees of KCC caused the Class 4 Beneficial Holder Ballot, Flash Drive, Cover Letter, and Confirmation Hearing Notice to be served via Overnight Mail on the service list attached hereto as **Exhibit A** for subsequent distribution to beneficial holders of the securities on the list attached hereto as **Exhibit B**; via First Class Mail on the service list attached hereto as **Exhibit C**; and via Electronic Mail on the service list attached hereto as **Exhibit D**.

6. On August 20, 2020, at my direction and under my supervision, employees of KCC caused the Class 4 Master Ballot to be served via First Class Mail on the service list attached hereto as **Exhibit C**; and via Electronic Mail on the service list attached hereto as **Exhibit D**.

7. On August 20, 2020, at my direction and under my supervision, employees of KCC caused the Impaired Non-Voting Status Notice, the Class 8 Beneficial Holder Opt-Out Form, and the Confirmation Hearing Notice to be served via Overnight Mail on the service list attached hereto as **Exhibit A** for subsequent distribution to beneficial holders of the Common Stock, CUSIP 428337109; via First Class Mail on the service list attached hereto as **Exhibit E**; and via Electronic Mail on the service list attached hereto as **Exhibit D**.

8. On August 20, 2020, at my direction and under my supervision, employees of KCC caused the Class 8 Master Opt-Out Form to be served via First Class Mail on the service list attached hereto as **Exhibit E**; and via Electronic Mail on the service list attached hereto as **Exhibit D**.

9. On August 20, 2020, at my direction and under my supervision, employees of KCC caused the Impaired Non-Voting Status Notice, Class 8 Registered Holder Opt-Out Form, and the Confirmation Hearing Notice to be served via First Class Mail to the registered holders of Common Stock on the service list attached hereto as **Exhibit F**, provided by American Stock Transfer & Trust Company.

10. On August 20, 2020, at my direction and under my supervision, employees of KCC caused the AI Questionnaire to be served via Overnight Mail on the service list attached hereto as **Exhibit G** for subsequent distribution to beneficial holders of the securities on the list attached hereto as **Exhibit B**; via First Class Mail on the service list attached hereto as **Exhibit C**; and via Electronic Mail on the service list attached hereto as **Exhibit D**.

11. On August 20, 2020, at my direction and under my supervision, employees of KCC caused the Class 5 Ballot, Flash Drive, Cover Letter, AI Questionnaire, Confirmation Hearing Notice, and Return Envelope to be served via First Class Mail on the service list attached hereto as **Exhibit H**.

12. On August 20, 2020, at my direction and under my supervision, employees of KCC caused the Class 5 Ballot, Flash Drive, Cover Letter, Limited Voting Status Notice, AI Questionnaire, Confirmation Hearing Notice, and Return Envelope to be served via First Class Mail on the service list attached hereto as **Exhibit I**.

13. On August 20, 2020, at my direction and under my supervision, employees of KCC caused the Unimpaired Non-Voting Status Notice, Unimpaired Opt-Out Form, Confirmation Hearing Notice, and Return Envelope to be served via First Class Mail on the service list attached hereto as **Exhibit J**.

14. On August 20, 2020, at my direction and under my supervision, employees of KCC caused the Flash Drive, Cover Letter, and Confirmation Hearing Notice to be served via First Class Mail on the service list attached hereto as **Exhibit K**.

15. On August 20, 2020, at my direction and under my supervision, employees of KCC caused the Flash Drive, Cover Letter, Limited Voting Status Notice, and Confirmation Hearing Notice to be served via First Class Mail on the service list attached hereto as **Exhibit L**.

16. On August 20, 2020, at my direction and under my supervision, employees of KCC caused the Unimpaired Non-Voting Status Notice and Confirmation Hearing Notice to be served via First Class Mail on the service list attached hereto as **Exhibit M**.

17. On August 20, 2020, at my direction and under my supervision, employees of KCC caused the Contract/Lease Notice and Confirmation Hearing Notice to be served via First Class Mail on the service list attached hereto as **Exhibit N**.

18. On August 20, 2020, at my direction and under my supervision, employees of KCC caused the Flash Drive, Cover Letter, and Confirmation Hearing Notice to be served via First Class Mail on the service list attached hereto as **Exhibit O**.

19. On August 20, 2020, at my direction and under my supervision, employees of KCC caused the Plan, Disclosure Statement, Disclosure Statement Order, Cover Letter, and Confirmation Hearing Notice to be served via Electronic Mail on the service list attached hereto as **Exhibit P**.

20. On August 20, 2020, at my direction and under my supervision, employees of KCC caused the Confirmation Hearing Notice to be served via First Class Mail on the service list attached hereto as **Exhibit Q**.

Dated: August 27, 2020

/s/ Varouj Bakhshian
Varouj Bakhshian
222 N Pacific Coast Highway,
3rd Floor
El Segundo, CA 90245
Tel 310.823.9000

Exhibit A

Exhibit A

Served via Overnight Mail

CreditorName	CreditorNoticeName	Address1	City	State	Zip
Broadridge	Receiving Department	51 Mercedes Way	Edgewood	NY	11717
Mediant Communications	Stephany Hernandez	100 Demarest Dr	Wayne	NJ	07470

Exhibit B

Exhibit B

Issuer	Description	CUSIP	ISIN
Hi-Crush Inc.	9.50% Sr Unsecured (144A)	428337 AA 7	US428337AA70
Hi-Crush Inc.	9.50% Sr Unsecured (REGS)	U4322H AA 0	USU4322HAA06

Exhibit C

Exhibit C
Served via First Class Mail

CreditorName	CreditorNoticeName	Address1	Address2	Address3	City	State	Zip	Country
Bank of America/Merrill Lynch	Catherine Changco	4804 Deer Lake Dr East			Jacksonville	FL	32246	
BNY Mellon	Enis Suljic	One BNY Mellon Center	500 Grant Street		Pittsburgh	PA	15281-0001	
Brown Brothers Harriman & Co	Jerry Travers	525 Washington Blvd	Newport Towers		Jersey City	NJ	07310	
Charles Schwab & Co Inc	Benjamin Gibson	2423 E Lincoln Dr	Corp Actions Dept 01-1B572		Phoenix	AZ	85016	
CIBC World Markets Inc	Patricia Neath	161 Bay St	10th Fl		Toronto	ON	M5J 258	Canada
Citibank NA	Sandra Hernandez	3800 Citibank Center B3 12			Tampa	FL	33610	
Custodial Trust Co	Adriana Laramore	14201 Dallas Pkwy			Dallas	TX	75254	
Fidelity Clearing Canada ULC CDS	Steve Adams	401 Bay St	Ste 2910		Toronto	ON	M5H 2Y4	Canada
Goldman Sachs & Co	Proxy Department	30 Hudson St			Jersey City	NJ	07302-4699	
Interactive Broker Retail Equity Clearing	Karin McCarthy	2 Pickwick Plz	2nd Fl		Greenwich	CT	06830	
J P Morgan Clearing Corp	Proxy Dept Manager	14201 Dallas Parkway			Dallas	TX	75254	
Jefferies & Co Inc	Joseph Porcello	Harborside Financial Center	705 Plaza 3		Jersey City	NJ	07311-0000	
JPMorgan Chase Bank NA	Reorg Dept	14201 Dallas Parkway			Dallas	TX	75254	
JPMorgan Chase Bank/Euroclear	Sachin Goyal	500 Stanton Christiana Road	OPS 4	Floor 2	Newark	DE	19713-2107	
Merrill Lynch Pierce Fenner & Smith	Corp Actions Notifications Jax	Corporate Action Dept	4804 Deer Lake Drive East		Jacksonville	FL	32246	
National Financial Services	Lou Trezza	200 Liberty St			New York	NY	10281	
NBCN Inc	Louise Normandin	1010 de la Gauchetiere St West	Mezzanine 100		Montreal	QC	H3B 5J2	Canada
Northern Trust Co	Stella Castaneda	801 S Canal St	Attn Capital Structures C1N		Chicago	IL	60607	
Pershing LLC Securities Corporation	Scott Reifer	1 Pershing Plaza			Jersey City	NJ	07399-0000	
PNC Bank NA	Eileen Blake	8800 Tinicum Blvd	MS F6 F266 02 2		Philadelphia	PA	19153	
SSB SPDRs	Joseph J Callahan	Global Corp Action Dept. JAB5W	PO Box 1631		Boston	MA	02105-1631	
State Street Bank and Trust Co	Corporate Action	Corp Actions JAB5E	1776 Heritage Dr		North Quincy	MA	02171-0000	
TD Waterhouse Canada Inc	Beverly Adams	60 North Windplace			Scarborough	ON	M1S 3A7	Canada
The Bank of New York Mellon	Theresa Stanton	One BNY Mellon Center	500 Grant Street		Pittsburgh	PA	15281-0001	
The Bank of New York Mellon/SPDR	Michael Kania	One BNY Mellon Center	500 Grant Street		Pittsburgh	PA	15281-0001	
US Bank NA	Matt Lynch	1555 N Rivercenter Dr	S302		Milwaukee	WI	53212	
Wells Fargo Advisors	Finessa Rosson	One North Jefferson			St Louis	MO	63103	

Exhibit D

Exhibit D
Served via Electronic Mail

Company	Email
Bank of America DTC #2251	tss.corporate.actions@bankofamerica.com
Bank of America DTC #773 #5198	cpactionslitigation@ml.com
Bank of America DTC #773 #5198	bascorporateactions@bofasecurities.com
Bank of America DTC #773 #5198	corpactionsproxy@ml.com
Barclays #229	nyvoluntary@barclays.com
Bloomberg	release@bloomberg.net
BMO Nesbitt Burns Inc. DTC# 5043	Phuthorn.penikett@bmonb.com
BMO Nesbitt Burns Inc. DTC# 5043	WMPOClass.Actions@bmo.com
BNY Mellon #954	Theresa.Stanton@bnymellon.com
Broadridge	SpecialProcessing@broadridge.com
Brown Brothers #10	paul.nonnon@bbh.com
Brown Brothers #10	nj.mandatory.inbox@bbh.com
Brown Brothers #10	mavis.luque@bbh.com
Brown Brothers #10	edwin.ortiz@bbh.com
Charles Schwab #164	phxmcbr@schwab.com
Charles Schwab #164	VoluntarySetup@schwab.com
Citi #908	gts.caec.tpa@citi.com
Clearstream International SA	ca_mandatory.events@clearstream.com
Clearstream International SA	CA_general.events@clearstream.com
Credit Agricole Secs USA Inc. #651	CSICorpActions@ca-cib.com
Credit Suisse Securities (USA) LLC #355	list.nyevtintgrp@credit-suisse.com
Credit Suisse Securities (USA) LLC #355	asset.servnotification@credit-suisse.com
Deutsche Bank Securities Inc #573	jaxca.notifications@db.com
Euroclear Bank S.A./N.V.	eb.ca@euroclear.com
Euroclear Bank S.A./N.V.	ca.omk@euroclear.com
Financial Information Inc.	ReorgNotificationList@fiinet.com
Foliofn Investments	proxyservices@folioinvesting.com
Goldman Sachs & Co	GS-as-ny-proxy@ny.email.gs.com
Goldman Sachs & Co	NewYorkAnncHub@gs.com
Interactive Brokers	bankruptcy@ibkr.com
Jefferies #019	mhardiman@jefferies.com
Jefferies #019	corporate_actions_reorg@jefferies.com
JPMorgan Chase Bank	JPMorganInformation.Services@JPMChase.com
JPMorgan Clearing #352	IB_Domestic_Voluntary_Corporate_Actions@jpmorgan.com
Mediant Communications	documents@mediantonline.com
Mitsubishi UFJ Trust & Banking Corp #2932	corporateactions-dl@us.tr.mufg.jp
Morgan Stanley #15	usproxies@morganstanley.com
Morgan Stanley #15	proxy.balt@morganstanley.com
Morgan Stanley #15	cavsdom@morganstanley.com
Morgan Stanley #15	Raquel.Del.Monte@morganstanley.com
Morgan Stanley #15	john.falco@morganstanley.com
Morgan Stanley #15	robert.cregan@morganstanley.com
Northern Trust Company #2669	cs_notifications@ntrs.com
OptionsXpress #338	proxyservices@optionsxpress.com
PNC Bank NA #2616	caspr@pnc.com
Royal Bank of Canada	donald.garcia@rbc.com
SEI PV/GWP #2663	gwsusopscaincome@seic.com
SIS SegaInterSettle AG	ca.notices@six-securities-services.com
Southwest Securities	proxy@swst.com
Southwest Securities	vallwardt@swst.com

Exhibit D
Served via Electronic Mail

Company	Email
State Street Bank and Trust Co #997	rjray@statestreet.com
State Street Bank and Trust Co #997	USCAResearch@statestreet.com
The Bank of New York Mellon #901	pgheventcreation@bnymellon.com
The Bank of New York Mellon #901	justin.whitehouse@bnymellon.com
The Canadian Depository	sies-cainfo@cds.ca
The Canadian Depository	fabrahim@cds.ca
The Depository Trust Co	mandatoryreorgannouncements@dtcc.com
The Depository Trust Co	MK-CorporateActionsAnnouncements@markit.com
The Depository Trust Co	JOSEPH.POZOLANTE@MARKIT.COM
The Depository Trust Co	DAVID.BOGGS@MARKIT.COM
The Depository Trust Co	KEVIN.JEFFERSON@MARKIT.COM
The Depository Trust Co	cscotto@dtcc.com
The Depository Trust Co	legalandtaxnotices@dtcc.com
UBS	ol-stamfordcorpactions@ubs.com
UBS	sh-vol-caip-na@ubs.com
UBS	ol-wma-ca-proxy@ubs.com
UBS	sh-wma-caproxyclassactions@ubs.com
UBS #221	ol-wma-volcorpactions@ubs.com
UBS #221	ol-wma-vol-caip@ubs.com
UBS Securities LLC #642	OL-EVENTMANAGEMENT@ubs.com
Vision Financial Markets #595	reorgs@visionfinancialmarkets.com

Exhibit E

Exhibit E
Served via First Class Mail

CreditorName	CreditorNoticeName	Address1	Address2	Address3	City	State	Zip	Country
ABN AMRO Clearing	Caryn Dombrowski	175 W Jackson Blvd	Ste 2050		Chicago	IL	60604-2606	
AEIS	Greg Wraalstad	901 3rd Ave South			Minneapolis	MN	55474	
Apex Clearing	Matt Freifeld	1981 Marcus Ave	Ste 100		Lake Success	NY	11042	
AXOS Clearing LLC	Corporate Actions	9300 Underwood Ave	Ste 400		Omaha	NE	68114	
Baird Robert W & Co Incorporated	Actions Corporate	777 E Wisconsin Ave			Milwaukee	WI	53202	
Bank of America Merrill Lynch	Corp Actions Notifications Jax	Corporate Action Dept	4804 Deer Lake Drive East		Jacksonville	FL	32246	
Bank of America National Association	Carla V Brooks	411 N Akard 5th Fl			Dallas	TX	75201	
Barclays Bank Inc LE	Giovanna Laurella	70 Hudson St	7th Fl		Jersey City	NJ	07302-0000	
Barclays Bank PLC NY Branch	Anthony Sciaraffo	1301 Sixth Ave			New York	NY	10019	
BB&T Securities LLC	Tami Elmore	8006 Discovery Drive	Suite 200		Richmond	VA	23229	
BBS/CDS	Proxy/Reorg Dept	4100 Yonge St	Ste 507		Toronto	ON	M2P 2B5	Canada
BMO Nesbitt Burns Inc	Louise Torangeau	1 First Canadian Place 13th Fl	PO Box 150		Toronto	ON	M5X 1H3	Canada
BNP Paribas NY Branch	Dean Galli	525 Washington Blvd 9th Fl			Jersey City	NJ	07310	
BNY Mellon	Enis Suljic	One BNY Mellon Center	500 Grant Street		Pittsburgh	PA	15281-0001	
Brown Brothers Harriman & Co	Jerry Travers	525 Washington Blvd	Newport Towers		Jersey City	NJ	07310	
Canaccord Capital Corporation	Aaron Caughlan	609 2200 Granville St			Vancouver	BC	V7Y 1H2	Canada
CDS Clearing and Depository Services	Loretta Verelli	600 de Maisonneuve Blvd W	Ste 210		Montreal	QC	H3A 3J2	Canada
Cetera Investment Services LLC	Angela Handeland	400 First Street South	Ste 300		St Cloud	MN	56301	
Charles Schwab & Co Inc	Benjamin Gibson	2423 E Lincoln Dr	Corp Actions Dept 01-1B572		Phoenix	AZ	85016	
CIBC World Markets Inc	Patricia Neath	161 Bay St	10th Fl		Toronto	ON	M5J 258	Canada
Citi Clearing	Jeffrey Irwin	666 5th Ave	Attn Corporate Actions 6th Fl		New York	NY	10103	
Citibank NA	Sandra Hernandez	3800 Citibank Center B3 12			Tampa	FL	33610	
Credential Securities	Brooke Odenvald	c o Corporate Actions	800-1111 W Georgia St		Vancouver	BC	V6E 4T6	Canada
Credit Suisse Securities USA LLC	Reorg Department	Eleven Madison Ave	Corporate Actions MOAA 212		New York	NY	10010-3629	
CREST International Nominees Limited	Nathan Ashworth	33 Cannon St			London		EC4M 5SB	United Kingdom
D A Davidson & Co	Niki Garrity	PO Box 5015			Great Falls	MT	59403	
Davenport & Company LLC	Kim Nieding	901 E Cary St	12th Fl		Richmond	VA	23219	
Desjardins Securities Inc	Karla Diaz	2 Complexe Desjardins Tour Est	Nirveau 62, E1-22QC		Montreal	QC	H5B 1J2	Canada
Deutsche Bank Securities Inc	Ira Kovins	Harborside Financial Center	100 Plaza One, 2nd Floor	Corporate Actions Department	Jersey City	NJ	07311-0000	
Edward D Jones & Co	Elizabeth Rolwes	201 Progress Parkway			Maryland Heights	MO	63043-3042	
Edward Jones CDS	Rody Bond	12555 Manchester Rd	Corp Actions Dept		St Louis	MO	63131	
Electronic Transaction Clearing Inc	Jane Buhain	660 S Figueroa St	Ste 1450		Los Angeles	CA	90017	
ETrade Clearing LLC	Matt Freifeld	1981 Marcus Ave	Ste 100		Lake Success	NY	11042	
Fidelity Clearing Canada ULC CDS	Steve Adams	401 Bay St	Ste 2910		Toronto	ON	M5H 2Y4	Canada
Fifth Third Bank	Lance Wells	38 Fountain Square Plaza	Mail Drop 1090F1		Cinncinnati	OH	45263	
Folio FN Investments Inc	Ashley Theobald	8180 Greensboro Dr	8th Fl		McLean	VA	22102	
Glenmede Trust Company NA (The)	Darlene Warren	One Liberty Place Ste 1200	1650 Market Street		Philadelphia	PA	19103	
GMP Securities LP	Terry Young	145 King St West	Ste 1100		Toronto	ON	M5H 1J8	Canada
Goldman Sachs & Co	Proxy Department	30 Hudson St			Jersey City	NJ	07302-4699	
Goldman Sachs International	Vanessa Camardo	30 Hudson St			Jersey City	NJ	07302-4699	
Haywood Securities Inc	Tracy College	400 Burrard St	Ste 2000		Vancouver	BC	V6C 3A6	Canada
Hilltop Securities	Virginia Allwardt	1201 Elm St	Ste 3700		Dallas	TX	75270	
HRT Financial LLC	William Krinsky	32 Old Slip 30th Floor			New York	NY	10005	
HSBC Bank USA, NA	Joseph Telewiak	545 Washington Blvd			Jersey City	NJ	07310	
Interactive Broker Retail Equity Clearing	Karin McCarthy	2 Pickwick Plz	2nd Fl		Greenwich	CT	06830	
INTL FCStone fka Sterne Agee & Leach Inc	Carrie Kelly	Two Perimeter Park S	Ste 100W		Birmingham	AL	35243	
J P Morgan Clearing Corp	Proxy Dept Manager	14201 Dallas Parkway			Dallas	TX	75254	

Exhibit E
Served via First Class Mail

CreditorName	CreditorNoticeName	Address1	Address2	Address3	City	State	Zip	Country
JMS LLC	Michael Tse	1717 Arch St	Dividend/Reorg Dept 16th Fl		Philadelphia	PA	19103	
JPMorgan Chase Bank NA	Reorg Dept	14201 Dallas Parkway			Dallas	TX	75254	
JPMorgan Chase Bank/Euroclear	Sachin Goyal	500 Stanton Christiana Road	OPS 4	Floor 2	Newark	DE	19713-2107	
Knight Clearing Services LLC	Anna Rossi	545 Washington Blvd			Jersey City	NJ	07310	
Laurentian Bank of Canada	Sarah Quesnel	1981 McGill College Ave	Ste 100		Montreal	QC	H3A 3K3	Canada
LEK Securities Corporation	Daniel Hanuka	140 Broadway	29th Fl		New York	NY	10005	
LPL Financial Corporation	Martha Lang	Corporate Actions	1055 LPL Financial Way		Fort Mill	SC	29715	
Manufacturers and Traders Trust Co	Stephen Schmidt	1 M & T Plaza	8th Fl		Buffalo	NY	14203	
Manulife Securities Incorporated	Joseph Chau	85 Richmond St West			Toonto	ON	M5H 2C9	Canada
Marsco Investment Corporation	Karen Jacobsen	101 Eisenhower Pkwy			Roseland	NJ	07068-0000	
Merrill Lynch Pierce Fenner & Smith	Corp Actions Notifications Jax	Corporate Action Dept	4804 Deer Lake Drive East		Jacksonville	FL	32246	
Merrill Lynch, Pierce, Fenner & Smith	Earl Weeks	4804 Deerlake Dr. East			Jacksonville	FL	32246	
Merrill Lynch, Pierce, Fenner & Smith	Earl Weeks	4804 Deerlake Dr. East			Jacksonville	FL	32246	
Morgan Stanley & Co Inc	Robert Cregan	One New York Plaza	7th Fl		New York	NY	10004	
Morgan Stanley International Ltd	Dan Spadaccini	901 S Bond St	6th Fl		Baltimore	MD	21231	
Morgan Stanley Smith Barney	Suzanne Mundle	Harborside Financial Center	230 Plaza Three 6th Fl		Jersey City	NJ	07311	
National Financial Services	Lou Trezza	200 Liberty St			New York	NY	10281	
NBCN Inc	Louise Normandin	1010 de la Gauchetiere St West	Mezzanine 100		Montreal	QC	H3B 5J2	Canada
Nomura Securities International Inc	Daniel Lynch	2 World Financial Center	19th Floor Bldg B		New York	NY	10281	
Northern Trust Co	Stella Castaneda	801 S Canal St	Attn Capital Structures C1N		Chicago	IL	60607	
Odlum Brown Ltd CDS	Ron Rak	250 Howe St	Ste 1100		Vancouver	BC	V6C 3S9	Canada
Oppenheimer & Co Inc	Oscar Mazario	125 Broad St	15th Fl		New York	NY	10004	
Pensco Trust Company LLC	Holly Nickerson	560 Mission St	Ste 1300		San Francisco	CA	94105	
Pershing LLC Securities Corporation	Scott Reifer	1 Pershing Plaza			Jersey City	NJ	07399-0000	
Phillip Capital Inc.	Stephen Milcarek	141 W Jackson Blvd	Ste 1531A		Chicago	IL	60604-3121	
PI Financial Corp	Rob McNeil	666 Burrard St	Ste 1900		Vancouver	BC	V6C 3N1	Canada
PNC Bank NA	Eileen Blake	8800 Tinicum Blvd	MS F6 F266 02 2		Philadelphia	PA	19153	
Questrade Inc	Kevin McQuaid	5650 Yonge St	Ste1700		Toronto	ON	M2M 4G3	Canada
Raymond James & Associates Inc	Tracey Goodwin	880 Carillion Pkwy			St Petersburg	FL	33733	
Raymond James & Associates Inc / Ray	Christine Pearson	PO Box 14407			St Petersburg	FL	33733	
Raymond James Ltd/CDS	Aaron Steinberg	333 Seymour St	Ste 800		Vancouver	BC	V6B 5A6	Canada
RBC Capital Markets Corporation	Attn Security Transfers and Restricted P09	60 South Sixth St	9th Fl		Minneapolis	MN	55402-4400	
RBC Dominion Securities Inc	Donald Garcia	200 Bay St Royal Bk Plaza	North Tower 6th Fl		Toronto	ON	M5J 2J5	Canada
Reliance Trust Company/ FIS Trustdesk	Julie McGuiness	1100 Abernathy Rd NE	Suite 400		Atlanta	GA	30328	
Relliance Trust Co SWMS2	Reorg Department	1100 Abernathy Rd	Ste 400		Atlanta	GA	30328	
Robinhood Securities LLC	Dawn Pagliaro	500 Colonial Center Parkway, #100			Lake Mary	FL	32746	
Scotia Capital Inc	Normita Ramirez	40 King St West	23rd Fl		Toronto	ON	M5H 1H1	Canada
SEI Private Trust Co	Jeff Hess	One Freedom Valley Drive			Oaks	PA	19456	
SEI PV/GWP	Juan Portela	One Freedom Valley Drive			Oaks	PA	19456	
SG AMERICA	Paul Mitsakos	480 Washington Blvd			Jersey City	NJ	07310	
State Street Bank & Trust Co	Michael Kania	525 William Penn Place			Pittsburgh	PA	15259	
State Street Bank and Trust Co	Corporate Action	Corp Actions JAB5E	1776 Heritage Dr		North Quincy	MA	02171-0000	
Stifel Nicolaus & Co Inc	Chris Wiegand	501 N Broadway	7th Fl		St. Louis	MO	63102	
Stockcross Financial Services, Inc	Eleanor Pimentel	77 Summer St	3rd Fl		Boston	MA	02210-0000	
TD Ameritrade Clearing Inc	Mandi Foster	PO Box 2155			Omaha	NE	68103-2155	
TD Waterhouse Canada Inc	Beverly Adams	60 North Windplace			Scarborough	ON	M1S 3A7	Canada
The Bank of New York/Charles	Michael Kania	One BNY Mellon Center	500 Grant Street		Pittsburgh	PA	15281-0001	
TradeStation Group Inc	Herbert Walton	8050 SW 10th St	Ste 4000		Plantation	FL	33324	

Exhibit E
Served via First Class Mail

CreditorName	CreditorNoticeName	Address1	Address2	Address3	City	State	Zip	Country
UBS Financial Services LLC	Jane Flood	1000 Harbor Blvd			Weehawken	NJ	07086-0000	
US Bancorp Investments Inc	Cherice Tveit	60 Livingston Ave	EP MN WN1B		St Paul	MN	55107-1419	
US Bank NA	Matt Lynch	1555 N Rivercenter Dr	S302		Milwaukee	WI	53212	
Vanguard Marketing Corporation	Marc Staudenmaier	455 Devon Park Dr	Attn Corporate Actions	Mailstop 924	Wayne	PA	19087-1815	
Vision Financial Markets LLC	Anna Martinez	120 Long Ride Road 3			North Stamford	CT	06902	
Wedbush Morgan Securities Inc	Hermon Alem	1000 Wilshire Blvd			Los Angeles	CA	90017	
Wedbush Securities Inc	Alan Ferreira	1000 Wilshire Blvd	Ste 850		Los Angeles	CA	90017	
Wells Fargo Advisors	Finessa Rosson	One North Jefferson			St Louis	MO	63103	
Wesbanco Bank Inc	Cindy Bowman	c/o Trust Operations	One Bank Plaza		Wheeling	WV	26003	

Exhibit F

Exhibit F
Served via First Class Mail

CreditorName	Address1	Address2	Address3	City	State	Zip	Country
ANDREA HORNING	ADDRESS REDACTED						
AUGUSTINE CANTU	ADDRESS REDACTED						
CEDE & CO (FAST ACCOUNT)	ADDRESS REDACTED						
CHRISTIAN AYALA	ADDRESS REDACTED						
FRED P SWING TR 10/04/06 FREDERICK P SWING REV TRUST	ADDRESS REDACTED						
JOSEPH C WINKLER III	ADDRESS REDACTED						
MARTHA ROMIG	ADDRESS REDACTED						
MICHAEL A OEHLERT	ADDRESS REDACTED						
MIKE MESROBIAN	ADDRESS REDACTED						
ROBERT E RASMUS	ADDRESS REDACTED						
WILLAIM TERRY GOLDEN	ADDRESS REDACTED						

Exhibit G

Exhibit G
Served via Electronic Mail

CreditorName	CreditorNoticeName	Address1	City	State	Zip
Broadridge	Reorganization Department	51 Mercedes Way	Edgewood	NY	11717
Mediant Communications	Stephany Hernandez	100 Demarest Dr	Wayne	NJ	07470

Exhibit H

Exhibit H
Class 5 - General Unsecured Claims
Served via First Class Mail

CreditorName	CreditorNoticeName	Address1	Address2	Address3	City	State	Zip	Country
3 Bar D, LLC Doing Business as Iron Horse Express	Delwyn Jensen	745 Buffalo Trail			Driggs	ID	83422	
A PLUS ENERGY LLC		P.O. BOX 3307			HOBBS	NM	88241	
ACCOUNTEMPS		P.O. BOX 743295			LOS ANGELES	CA	90074	
ACE HARDWARE		2350 8TH ST. SO.			WISCONSIN RAPIDS	WI	54494	
ACTION FILTRATION INC		221 RAYMOND ST.			HOPE	IN	47246	
ADE 699, LLC	DBA SAVANNAH SUITES-PLEASANTON	910 PALMER LN			PLEASANTON	TX	78064	
ADE 699, LLC d/b/a Savannah Suites-Pleasanton	Ryan Isenberg	600 Embassy Row, Suite 150			Atlanta	GA	30328	
ADP, LLC		1851 N RESLER DRIVE MS-100			EL PASO	TX	79912	
ADVANCED DISPOSAL-EAU CLAIRE-M4		PO BOX 74008053			CHICAGO	IL	60674-8053	
AGRA INDUSTRIES, INC.		1211 W WATER STREET			MERRILL	WI	54476	
AGRA INDUSTRIES, INC.		1211 W WATER STREET			MERRILL	WI	54476	
AIR COMMUNICATIONS OF WI, INC.		1600 WESTERN AVENUE			EAU CLAIRE	WI	54703	
AIR COMMUNICATIONS OF WI, INC.		1600 WESTERN AVENUE			EAU CLAIRE	WI	54703	
AIRGAS USA LLC		PO BOX 802576			CHICAGO	IL	60680-2588	
AIRGAS USA LLC		PO BOX 802576			CHICAGO	IL	60680-2588	
AIRGAS USA LLC		PO BOX 802576			CHICAGO	IL	60680-2588	
AIRPRO FAN AND BLOWER COMPANY	LORI MILLER	425 W. DAVENPORT STREET	PO BOX 543		RHINELANDER	WI	54501	
ALL AMERICAN DO IT CENTER		1201 N SUPERIOR ST			TOMAH	WI	54660	
ALLIANT ENERGY		PO BOX 3062			CEDAR RAPIDS	IA	52406-3062	
ALLIED COOPERATIVE		PO BOX 729			ADAMS	WI	53910	
AMERICAN ELECTRIC POWER		PO BOX 371496			PITTSBURGH	PA	15250	
AMERICAN STOCK TRANSFER & TRUST COMPANY LLC		PO BOX 12893			PHILADELPHIA	PA	19176-0893	
AMERIFLUSH, INC.		10601 WEST MURPHY STREET			ODESSA	TX	79764	
AMERIPRIDE		1201 S JACKSON			ODESSA	TX	79761	
AMERIPRIDE		1201 S JACKSON			ODESSA	TX	79761	
ARCADIA BEVERAGE CO. INC.		415 SOBOTTA STREET			ARCADIA	WI	54612	
ARIMITSU OF N.A., INC.		700 MCKINLEY ST. NW			ANOKA	MN	55303	
AT&T		PO BOX 105414			ATLANTA	GA	30348	
AT&T		PO BOX 5019			CAROL STREAM	IL	60197	
AT&T		PO BOX 5019			CAROL STREAM	IL	60197	
AT&T		PO BOX 5019			CAROL STREAM	IL	60197	
AT&T		PO BOX 5019			CAROL STREAM	IL	60197	
AT&T		PO BOX 5019			CAROL STREAM	IL	60197	
AT&T		PO BOX 5019			CAROL STREAM	IL	60197	
AUTO VALUE TOMAH		510 N. SUPERIOR AVE, #C			TOMAH	WI	54660	
AUTOMOTIVE & INDUSTRIAL PRODUCTS CO INC		PO BOX 14088			ODESSA	TX	79768	
AVIS LUBE FAST OIL CHANGE CENTERS	KENT LUBRICATION CENTERS LTD	PO BOX 908001			MIDLAND	TX	79708	
AXIOM MEDICAL CONSULTING LLC		PO BOX 207282			DALLAS	TX	75320	
B&B TEXAS ELECTRICAL SERVICES INC.		PO BOX 766			WINDHORST	TX	76389	
BAKER BOTTS LLP		PO BOX 301251			DALLAS	TX	75303	
BAND BOX CLEANERS & LAUNDRY INC.		PO BOX 299			TOMAH	WI	54660	
BAND BOX CLEANERS & LAUNDRY INC.		PO BOX 299			TOMAH	WI	54660	
BANK CARD CENTER		PO BOX 30833			SALT LAKE CITY	UT	84130-0833	

Exhibit H
Class 5 - General Unsecured Claims
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CreditorName	CreditorNoticeName	Address1	Address2	Address3	City	State	Zip	Country
BASIN DISPOSAL INC.		PO BOX 2283			ODESSA	TX	79760	
BAY TACT CORPORATION		440 ROUTE 198			WOODSTOCK VALLEY	CT	06282	
BAYNE MINERAL SYSTEMS, INC.		6829 K AVE., STE. 102			PLANO	TX	75074	
BDS TOWING AND RECOVERY LP		9349 DILLY TAP SHAW RD			BRYAN	TX	77808	
BELMONT PETROLEUM CORP.	C/O CARSON PETROLEUM	PO BOX 407			LANSING	OH	43934	
BHP BILLITON PETROLEUM(DEEPWATER) INC		1500 POST OAK BLVD			HOUSTON	TX	77056	
BIG BOYS TRUCKING, LLC	ATTN JUSTIN COLES	1903 REDBUD ST			WEWOKA	OK	74884	
BNSF RAILWAY COMPANY		3110 SOLUTIONS CENTER			CHICAGO	IL	60677-3001	
BOBCAT PLUS		P.O. BOX 22			OCONOMOWOC	WI	53066-7209	
BOROUGH OF WELLSBORO		14 CRAFTON STREET			WELLSBORO	PA	16901	
BOURQUE LOGISTICS		1610 WOODSTEAD CT., SUITE 220			THE WOODLANDS	TX	77380	
BRANDON AND CLARK, INC.		3623 INTERSTATE 27			LUBBOCK	TX	79404	
BRANDON AND CLARK, INC.		3623 INTERSTATE 27			LUBBOCK	TX	79404	
BRENENGEN CHRYSLER FORD LLC		1200 N SUPERIOR AVE			TOMAH	WI	54660	
Bridge Funding Group, Inc.	c/o Arthur Halsey Rice, Esq.	101 Northeast Third Avenue Suite 1800			Fort Lauderdale	FL	33301	
Bridge Funding Group, Inc.	c/o Arthur Halsey Rice, Esq.	101 Northeast Third Avenue Suite 1800			Fort Lauderdale	FL	33301	
Bridge Funding Group, Inc.	c/o Arthur Halsey Rice, Esq.	101 Northeast Third Avenue Suite 1800			Fort Lauderdale	FL	33301	
Bridge Funding Group, Inc.	c/o Arthur Halsey Rice, Esq.	101 Northeast Third Avenue Suite 1800			Fort Lauderdale	FL	33301	
Broadridge Financial Solutions		1155 Long Island Avenue			Edgewood	NY	11717	
BROADRIDGE ICS, INC.		PO BOX 416423			BOSTON	MA	02241	
Buffalo Pittsburgh Railroad Inc.	Beth Perry	200 Meridian Centre, Ste 300			Rochester	NY	14618	
C.K. Industries, Inc.	Attn Katherine T. Hopkins	Kelly Hart & Hallman LLP	201 Main Street, Suite 2500		Forth Worth	TX	76102	
CAMDEN POST OAK LLC	CAMDEN PROPERTY TRUST	11 GREENWAY PLAZA SUITE 2400			HOUSTON	TX	77046	
CAMPOS, EMILO D		8044 CR 201			BROWNWOOD	TX	76801	
CANADIAN NATIONAL RAILWAY COMPANY		935 DE LA GAUCHETIERE STREET WEST, FLOOR 4			MONTREAL	QC	H3B 2M9	CANADA
CANADIAN NATIONAL RAILWAY COMPANY		935 DE LA GAUCHETIERE STREET WEST, FLOOR 4			MONTREAL	QC	H3B 2M9	CANADA
CANADIAN NATIONAL RAILWAY COMPANY		935 DE LA GAUCHETIERE STREET WEST, FLOOR 4			MONTREAL	QC	H3B 2M9	CANADA
Carl Szczesny		8027 Lakeview Ave			Lenexa	KS	66219	
Carolyn Lea Nickols		2117 Cowper Dr			Raleigh	NC	27608	
CARRIER VIBRATING EQUIPMENT INC.		DEPT 8343			CAROL STREAM	IL	60122-8343	
CARY SPECIALIZED SERVICES, INC.		3400 LOSEY BLVD. SOUTH			LACROSSE	WI	54601	
CATERPILLAR FINANCIAL SERVICES CORPORATION		2120 WEST END AVENUE			NASHVILLE	TN	37203-0986	
CATERPILLAR FINANCIAL SERVICES CORPORATION		2120 WEST END AVENUE			NASHVILLE	TN	37203-0986	
CATERPILLAR FINANCIAL SERVICES CORPORATION		2120 WEST END AVENUE			NASHVILLE	TN	37203-0986	
CATERPILLAR FINANCIAL SERVICES CORPORATION		2120 WEST END AVENUE			NASHVILLE	TN	37203-0986	
CCA Financial, LLC	Attn Sharon Cole	7275 Glen Forest Drive, Suite 100			Richmond	VA	23226	
CCA FINANCIAL, LLC	SHARON COLE	7275 GLEN FOREST DRIVE, SUITE 100			HENRICO	VA	23238	
CDW DIRECT LLC		PO BOX 75723			CHICAGO	IL	60675	
CDW DIRECT LLC		PO BOX 75723			CHICAGO	IL	60675	
CDW Direct, LLC	Attn Ronelle Erickson	CDW	200 N. Milwaukee Ave		Vernon Hills	IL	60061	

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CreditorName	CreditorNoticeName	Address1	Address2	Address3	City	State	Zip	Country
CENTURYLINK		P O BOX 4300			CAROL STREAM	IL	60197-4300	
CENTURYLINK		P O BOX 4300			CAROL STREAM	IL	60197-4300	
CenturyTel - GTE Wisconsin dba CenturyLink	Attn Legal-BKY	Centurylink Communications, LLC - Bankruptcy	1025 El Dorado Blvd		Broomfield	CO	80021	
CenturyTel of Midwest - Wisconsin, LLC (Northwest) dba CenturyLink	Attn Legal-BKY	Centurylink Communications, LLC - Bankruptcy	1025 El Dorado Blvd		Broomfield	CO	80021	
CERTIFIED, INC.		350 SUNDAY DRIVE			ALTOONA	WI	54720	
CHARCO III INC.		216 W. MARKET ST.			CLEARFIELD	PA	16830	
CHEMTREAT INC.		15045 COLLECTION CENTER DRIVE			CHICAGO	IL	60693	
Chevron U.S.A. Inc.	Edward L. Ripley, Andrews Myers, P.C.	1885 Saint James Place, 15th Floor			Houston	TX	77056	
Chicago Freight Car Leasing Co.	E. Todd Sable, Esq.	Honigman LLP	2290 First National Building	660 Woodward Ave	Detroit	MI	48226-3506	
CIG Odessa, LLC	Beau M. Patterson	3710 Rawlins Street, Suite 1420			Dallas	TX	75219	
CIG Odessa, LLC	Beau M. Patterson	Phillips Murrah P.C.	3710 Rawlins Street, Suite 1420		Dallas	TX	75219	
CINTAS #737		PO BOX 88005			CHICAGO	IL	60680	
CINTAS CORPORATION #013		PO BOX 630910			CINCINNATI	OH	45263-0910	
CINTAS CORPORATION #531		PO BOX 630910			CINCINNATI	OH	45263-0803	
CINTAS CORPORATION #536		PO BOX 630910			CINCINNATI	OH	45263-0910	
Cisco Logistics, LLC	Tom Scannell, Esq.	Foley and Lardner, LLP	2021 McKinney Avenue, Suite 1600		Dallas	TX	75201	
CIT Bank, N.A.	David Singer, Chief Counsel - CIT Rail	30 South Wacker Drive, Suite 2900			Chicago	IL	60606	
CITY OF BIG SPRING	WATER DEPARTMENT	501 RUNNELS			BIG SPRING	TX	79720	
CITY OF BIG SPRING		310 NOLAN	INDUSTRIAL PARK/AIRPARK		BIG SPRING	TX	79720	
CITY OF BIG SPRING		310 NOLAN	INDUSTRIAL PARK/AIRPARK		BIG SPRING	TX	79720	
CITY OF WHITEHALL		36295 MAIN STREET	PO BOX 155		WHITEHALL	WI	54773	
CLAYS SEPTIC SERVICE LLC		PO BOX 632			TOMAH	WI	54660	
COMCAST		PO BOX 60533			INDUSTRY	CA	91716	
COMCAST		PO BOX 37601			PHILADELPHIA	PA	19101	
CONSTELLATION ENERGY SERVICES - NATURAL GAS LLC		9400 BUNSEN PARKWAY, SUITE 100			LOUISVILLE	KY	40220	
CONSTELLATION ENERGY SERVICES - NATURAL GAS LLC		9400 BUNSEN PARKWAY, SUITE 100			LOUISVILLE	KY	40220	
CONSTELLATION ENERGY SERVICES - NATURAL GAS LLC		9400 BUNSEN PARKWAY, SUITE 100			LOUISVILLE	KY	40220	
CORONADO DEVELOPMENT CORP. C/O HODGES, LARRY		1617 E HWY 66			EL RENO	OK	73036	
COX BUSINESS		PO BOX 919243			DALLAS	TX	75391	
COZEN OCONNOR		7885	PO BOX 7247		PHILADELPHIA	PA	19170	
CREST PRECAST INC		609 KISTLER DRIVE			LA CRESCENT	MN	55947-1721	
Crestmark Vendor Finance, a division of MetaBank	Paul R. Hage	Jaffe Raitt Heuer Weiss, P.C.	27777 Franklin, Suite 2500		Southfield	MI	48034	
CST Industries, Inc.	CST Storage	903 E. 104th St., Suite #900			Kansas City	MO	64131	
CST Industries, Inc.	CST Storage	903 E. 104th St., Suite #900			Kansas City	MO	64131	
CST Industries, Inc.	CST Storage	903 E. 104th St., Suite #900			Kansas City	MO	64131	
CST Industries, Inc.	CST Storage	903 E. 104th St., Suite #900			Kansas City	MO	64131	
CT CORPORATION		PO BOX 4349			CAROL STREAM	IL	60197-4349	
CT CORPORATION		PO BOX 4349			CAROL STREAM	IL	60197-4349	
CT CORPORATION		PO BOX 4349			CAROL STREAM	IL	60197-4349	
CT CORPORATION		PO BOX 4349			CAROL STREAM	IL	60197-4349	
CT CORPORATION		PO BOX 4349			CAROL STREAM	IL	60197-4349	
CT CORPORATION		PO BOX 4349			CAROL STREAM	IL	60197-4349	

Exhibit H
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CreditorName	CreditorNoticeName	Address1	Address2	Address3	City	State	Zip	Country
CT LABORATORIES LLC		1230 LANGE CT.			BARABOO	WI	53913	
CT LABORATORIES LLC		1230 LANGE CT.			BARABOO	WI	53913	
CT LABORATORIES LLC		1230 LANGE CT.			BARABOO	WI	53913	
CULLIGAN		1825 MOBILE DRIVE			WINONA	MN	55987	
CULLIGAN		1825 MOBILE DRIVE			WINONA	MN	55987	
CURRAN & CONNORS, INC.		3075 VETERANS MEMORIAL HIGHWAY	SUITE 251		RONKONKOMA	NY	11779	
CYRUSONE		LOCKBOX # 773581	3581 SOLUTIONS CENTER		CHICAGO	IL	60677	
D & D TRUCK SALES INC		3409 E 1-240 SERVICE RD			OKLAHOMA CITY	OK	73135	
DAKOTA CHEMICAL, INC.		PO BOX 1465			NEW TOIWN	ND	58763	
DAKOTA SUPPLY GROUP INC.		P.O. BOX 860067			MINNEAPOLIS	MN	55486-0067	
DATAVAIL CORPORATION		11800 RIDGE PKWY, SUITE 125			BROOMFIELD	CO	80021	
DAVEY LAWN CARE, LLC		6204 OLSON DR			EAU CLAIRE	WI	54703	
De Lage Landen Financial Services, Inc.	Russell Bender	De Lage Landen Financial	1111 Old Eagle School Road		Wayne	PA	19087	
DELCOM		PO BOX 67			DELL CITY	TX	79837	
DELL MARKETING LP		PO BOX 676021	C/O DELL USA LP		DALLAS	TX	75267-6021	
Dell Marketing, L.P.	Streusand, Landon, Ozburn & Lemmon, LLP	1801 S. MoPac Expressway, Suite 320			Austin	TX	78746	
DISA, INC	DISA GLOBAL SOLUTIONS, INC.	PO BOX 12371 DEPT. 3731			HOUSTON	TX	75312-3731	
DONNELLEY FINANCIAL, LLC		PO BOX 842282			BOSTON	MA	02284	
DUNE SAND EQUIPMENT LLC		518 17TH ST	SUITE 400		DENVER	CO	80202	
Dutcher Phipps Crane and Rigging Co.		5004 S. Arizona			Monahans	TX	79756	
E.O. JOHNSON CO. INC.		P.O. BOX 660831			DALLAS	TX	75266-0831	
E.O. JOHNSON CO. INC.		P.O. BOX 660831			DALLAS	TX	75266-0831	
EAU CLAIRE ENERGY COOPERATIVE		P O BOX 368			FALL CREEK	WI	54742-0368	
ENTERPRISE FM TRUST		PO BOX 800089			KANSAS CITY	MO	64180	
EO JOHNSON OFFICE TECHNOLOGIES		PO BOX 629			WAUSAU	WI	54402-0629	
Eric Tremmel		2802 Palamore Drive			Tampa	FL	33618	
Erics Trucking EAS LLC	Eric A Schottleutner	507 S. Main Street			Tonkawa	OK	74653	
FABICK		P O BOX 956362			ST. LOUIS	MO	63195	
FAIRCHILD AUTO SUPPLY	CARQUEST AUTO PARTS	P O BOX 36			AUGUSTA	WI	54722	
FARM-CITY DBA CHIPPEWA VALLEY FARM - CITY DAY		605 2ND ST. EAST	PO BOX 10		MENOMONIE	WI	54751	
FARRELL EQUIPMENT & SUPPLY CO INC		1510 NORTH HASTINGS WAY			EAU CLAIRE	WI	54703	
FASTENAL COMPANY		2001 THEURER BLVD.			WINONA	MN	55987	
FAYETTE ELECTRONICS	ATTN DANIEL K BONJOUR	12251 175TH STREET			FAYETTE	IA	52142	
FEDEX		PO BOX 660481			DALLAS	TX	75266	
FET - FEDERATION OF ENVIRONMENTAL TECHNOLOGISTS, INC.		W175N 11081 STONEWOOD DRIVE	SUITE 203		GERMANTOWN	WI	53022	
FET - FEDERATION OF ENVIRONMENTAL TECHNOLOGISTS, INC.		W175N 11081 STONEWOOD DRIVE	SUITE 203		GERMANTOWN	WI	53022	
FINANCIAL PACIFIC LEASING INC	DBA UPQUA BANK VENDOR FINANCE	PO BOX 4568			FEDERAL WAY	WA	98063	
FIRST CHOICE CONSTRUCTION	ATTN ABE PETERS	PO BOX 1558			SEMINOLE	TX	79360	
FIRST STRING PIPE & RENTALS, LLC		920 HENDRICKS BLVD	PO BOX 476		WINK	TX	79789	
Floyd Ivy		2911 Aurora Lane			Midland	TX	79707	
FORREST BROTHERS TIRE & ALLIGNMENT		2525 E 8TH ST			ODESSA	TX	79761	

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CreditorName	CreditorNoticeName	Address1	Address2	Address3	City	State	Zip	Country
FORREST BROTHERS TIRE & ALLIGNMENT		2525 E 8TH ST			ODESSA	TX	79761	
FOUR OAKS PLACE OPERATING LP		PO BOX 405293			ATLANTA	GA	30384	
Franchise Tax Board	Bankruptcy Section MS A340	PO Box 2952			Sacramento	CA	95812-2952	
FREEDOM FUEL CO., INC.		PO BOX 1421			UNIONTOWN	PA	15401	
FRONTIER		P.O. BOX 740407			CINCINNATI	OH	45274	
GEOFORCE, INC		5830 GRANITE PARKWAY	SUITE 1200		PLANO	TX	75024	
GERKE EXCAVATING INC		15341 STATE HWY 131			TOMAH	WI	54660	
Gerke Excavating, Inc		15341 State Highway 131			Tomah	WI	54660	
Gerke Excavating, Inc		15341 State Highway 131			Tomah	WI	54660	
Gerke Excavating, Inc		15341 State Highway 131			Tomah	WI	54660	
GIBSONS WATER CARE		620 HILLCREST PARKWAY			ALTOONA	WI	54720	
GONCO OILFIELD SERVICES LLC		2817 JBS PARKWAY	SUITE 101C		ODESSA	TX	79762	
GOODFELLOW CORPORATION		390 N. 2000 W			LINDON	UT	84042	
GOODFELLOW CORPORATION		PO BOX 1020			PLEASANT GROVE	UT	84062	
GOSHAWK ENVIRONMENTAL CONSULTING INC.		424 HIDDEN CREEK DR.			DRIPPING SPRINGS	TX	78620	
GRANITE PEAK TRANSLOADING LLC		PO BOX 51661			CASPER	WY	82605	
GRANITE PEAK TRANSLOADING LLC		PO BOX 51661			CASPER	WY	82605	
GREENBRIER LEASING COMPANY LLC		ONE CENTERPOINTE DRIVE, SUITE 200			LAKE OSWEGO	OR	97035	
GREENBRIER LEASING COMPANY LLC		ONE CENTERPOINTE DRIVE, SUITE 200			LAKE OSWEGO	OR	97035	
GREENBRIER LEASING COMPANY LLC		13799 COLLECTIONS CENTER DRIVE			CHICAGO	IL	60693	
GREENS WELDING SUPPLY INC		2501 W US HWY 377	PO BOX 1316		GRANBURY	TX	76048	
Gulf Coast Bank and Trust Company	Chad P. Morrow	909 Poydras Street, Suite 2800			New Orleans	LA	70112	
HALO BRANDED SOLUTIONS INC.		3182 MOMENTUM PLACE			CHICAGO	IL	60689-5331	
HALO BRANDED SOLUTIONS INC.		3182 MOMENTUM PLACE			CHICAGO	IL	60689-5331	
HAMPTON INN & SUITES THE HIGHLANDS	RVS WHEELING LLC	35 BOB WISE DRIVE			TRIADELPHIA	WV	26059	
Heather Thompson		1557 Carson Gregory Rd			Angier	NC	27501	
HERC-U-LIFT INC.		5655 HWY 12 W	PO BOX 69		MAPLE PLAIN	MN	55359	
HERC-U-LIFT INC.		5655 HWY 12 W	PO BOX 69		MAPLE PLAIN	MN	55359	
HEYL PATTERSON THERMAL PROCESSING LLC		3400 FERN VALLEY ROAD			LOUISVILLE	KY	40213	
HILLER PRINTING		800 W UNIVERSITY			ODESSA	TX	79764	
HILLER PRINTING		800 W UNIVERSITY			ODESSA	TX	79764	
HILLIARD OFFICE SOLUTIONS LTD.		PO BOX 52510			MIDLAND	TX	79710	
HORNING LEASING LLC		11390 KALISPELL ST.			COMMERCE	CO	80022	
HORNING LEASING LLC		11390 KALISPELL ST.			COMMERCE CITY	CO	80022	
ICE SYSTEMS		PO BOX 11126			HAUPPAGE	NY	11788	
ICR, LLC	Legal Deprtment	761 Main Avenue			Norwalk	CT	06851	
INDUSTRIAL NETWORKS LP		240 SPRING HILLS DRIVE	SUITE 400		SPRING	TX	77386	
INFILL THINKING LLC		P.O. BOX 681454			FRANKLIN	TN	37068	
INQUEST ENVIRONMENTAL, INC.		5810 BROWN STATION ROAD	SUITE 101		COLUMBIA	MO	65202	
INQUEST ENVIRONMENTAL, INC.		5810 BROWN STATION ROAD	SUITE 101		COLUMBIA	MO	65202	
INTEGRITY CLEANING SERVICES		P.O. BOX 931			EAU CLAIRE	WI	54702-0931	
INTRADO DIGITAL MEDIA LLC	C/O INTRADA CORPORATION	PO BOX 74007143			CHICAGO	IL	60674	
Intrado Enterprise Colaboration Inc	West Unified Communications Inc	11808 Miracle Hills Drive			Omaha	NE	68154	
INTRADO ENTERPRISE COLLABORATION, INC.		PO BOX 281866			ATLANTA	GA	30384	

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CreditorName	CreditorNoticeName	Address1	Address2	Address3	City	State	Zip	Country
IOWA NORTHERN RAILWAY CO	MATTHEW WALZ	201 TOWER PARK DRIVE, SUITE 300			WATERLOO	IA	50701	
JAY BYRD TRUCKING LLC		13569 W. CITATION DR			ODESSA	TX	79763	
JAY BYRD TRUCKING LLC		13569 W. CITATION DR			ODESSA	TX	79763	
JAY BYRD TRUCKING LLC		13569 W. CITATION DR			ODESSA	TX	79763	
JC SANITATION LLC	JAMES COLLINS	334 LIVINGOOD HOLLOW ROAD			MCCLELLANDTOWN	PA	15458	
Jerome Palazzolo		8338 Independence Dr			Sterling Hgts	MI	48313	
Jordan Spooling Service, Inc. d/b/a Jordan Wire Rope	c/o Jeffrey F. Thomason	3800 E. 42nd St., Suite 409			Odessa	TX	79762	
JORDAN WIRE ROPE		2400 W. 56TH ST.			ODESSA	TX	79764	
JP MORGAN CHASE		270 PARK AVE			NEW YORK CITY	NY	10017	
JW POWERLINE LLC		PO BOX 732290			DALLAS	TX	75373	
K. Lee Lunderman		2619 Argonne Dr.			Salina	KS	67401	
KELLIGENT LLC		24044 CINCO VILLAGE CENTER BLVD	#100		KATY	TX	77494	
KIMBERCO SERVICES LLC		2027 ZACATE DR.			ODESSA	TX	79765	
KNOWBE4 INC.		PO BOX 392286			PITTSBURGH	PA	15251	
KnowBe4, Inc		33 North Garden Avenue, Suite 1200			Clearwater	FL	33755	
KNOX, DAYTON	ELLWANGER LAW FIRM	8310-1 N. CAPITAL OF TEXAS HIGHWAY, SUITE 190			AUSTIN	TX	78731	
Kurz Industrial Solutions	Dave Skaletski COO/CFO	1325 Mcmahon Road			Neenah	WI	54956	
KURZ INDUSTRIAL SOLUTIONS INC.		1325 MCMAHON DRIVE			NEENAH	WI	54956	
LEEK SAFETY & FIRE EQUIPMENT, INC.		PO BOX 1583			ODESSA	TX	79760	
Level 3 Telecom Holdings, LLC	Attn Legal - BKY	CenturyLink Communications	1025 Eldorado Blvd.		Broomfield	CO	80021	
Lexon Insurance Company and Endurance American Insurance Company	c/o Lee E. Woodard, Esq.	333 West Washington St., Suite 200			Syracuse	NY	13202	
Lexon Insurance Company and Endurance American Insurance Company	c/o Lee E. Woodard, Esq.	333 West Washington St., Suite 200			Syracuse	NY	13202	
Lexon Insurance Company and Endurance American Insurance Company	c/o Lee E. Woodard, Esq.	333 West Washington St., Suite 200			Syracuse	NY	13202	
Lexon Insurance Company and Endurance American Insurance Company	c/o Lee E. Woodard, Esq.	Harris Beach PLLC	333 West Washington St., Suite 200		Syracuse	NY	13202	
Lexon Insurance Company and Endurance American Insurance Company	c/o Lee E. Woodard, Esq.	Harris Beach PLLC	333 West Washington St., Suite 200		Syracuse	NY	13202	
Lexon Insurance Company and Endurance American Insurance Company	c/o Lee E. Woodard, Esq.	333 West Washington St., Suite 200			Syracuse	NY	13202	
Lexon Insurance Company and Endurance American Insurance Company	c/o Lee E. Woodard, Esq.	333 West Washington St., Suite 200			Syracuse	NY	13202	
Lexon Insurance Company and Endurance American Insurance Company	c/o Lee E. Woodard, Esq.	333 West Washington St., Suite 200			Syracuse	NY	13202	
Lexon Insurance Company and Endurance American Insurance Company	c/o Lee E. Woodard, Esq.	333 West Washington St., Suite 200			Syracuse	NY	13202	
Lexon Insurance Company and Endurance American Insurance Company	c/o Lee E. Woodard, Esq.	333 West Washington St., Suite 200			Syracuse	NY	13202	

Exhibit H
Class 5 - General Unsecured Claims
Served via First Class Mail

CreditorName	CreditorNoticeName	Address1	Address2	Address3	City	State	Zip	Country
Lexon Insurance Company and Endurance American Insurance Company	c/o Lee E. Woodard, Esq.	333 West Washington St., Suite 200			Syracuse	NY	13202	
Lexon Insurance Company and Endurance American Insurance Company	c/o Lee E. Woodard, Esq.	333 West Washington St., Suite 200			Syracuse	NY	13202	
Lexon Insurance Company and Endurance American Insurance Company	c/o Lee E. Woodard, Esq.	333 West Washington St., Suite 200			Syracuse	NY	13202	
Lexon Insurance Company and Endurance American Insurance Company	c/o Lee E. Woodard, Esq.	333 West Washington St., Suite 200			Syracuse	NY	13202	
Lexon Insurance Company and Endurance American Insurance Company	c/o Lee E. Woodard, Esq.	333 West Washington St., Suite 200			Syracuse	NY	13202	
Lexon Insurance Company and Endurance American Insurance Company	c/o Lee E. Woodard, Esq.	333 West Washington St., Suite 200			Syracuse	NY	13202	
Lexon Insurance Company and Endurance American Insurance Company	c/o Lee E. Woodard, Esq.	333 West Washington St., Suite 200			Syracuse	NY	13202	
Lexon Insurance Company and Endurance American Insurance Company	c/o Lee E. Woodard, Esq.	333 West Washington St., Suite 200			Syracuse	NY	13202	
Lexon Insurance Company and Endurance American Insurance Company	c/o Lee E. Woodard, Esq.	333 West Washington St., Suite 200			Syracuse	NY	13202	
Lexon Insurance Company and Endurance American Insurance Company	c/o Lee E. Woodard, Esq.	333 West Washington St., Suite 200			Syracuse	NY	13202	
Lexon Insurance Company and Endurance American Insurance Company	c/o Lee E. Woodard, Esq.	333 West Washington St., Suite 200			Syracuse	NY	13202	
Lexon Insurance Company and Endurance American Insurance Company	c/o Lee E. Woodard, Esq.	333 West Washington St., Suite 200			Syracuse	NY	13202	
LHAGS INC. DBA TRUCK ELECTRIC SERVICE / LTE RAIL SERVICE		PO BOX 1107			WARREN	OH	44482	
LOGMEIN USA INC		PO BOX 50264			LOS ANGELES	CA	90074	
Louisiana Department of Revenue		PO Box 66658			Baton Rouge	LA	70896-6658	
MAIN STREET INK & TONER		1105 SUPERIOR AVE			TOMAH	WI	54660	
Mary Ann D. Smith, as Trustee of the Anna D. Hunsberger Irrer TR UAD 1/26/1996	Mary Ann D. Smith	7745 Indian Oaks Dr Apt H-107			Vero Beach	FL	32966	
Mary Helen Vaughn		P.O. Box 488			Cardwell	MO	63829	
MaryAnn D. Smith		7745 Indian Oaks Dr. H107			Vero Beach	FL	32966-2431	
MATRICULATED SERVICES OF LOUISIANA LLC		201 RIVER RUN			QUEENSTOWN	MD	21658	
MAUG CLEANING SOLUTIONS, INC.		5256 FRIEDECK ROAD			EAU CLAIRE	WI	54701	
MAVERICK LOGISTICS SERVICES LLC		611 W COMMERCE ST			EASTLAND	TX	76448	
MCMASTER-CARR COMPANY		P.O. BOX 7690			CHICAGO	IL	60680-7960	
MCMASTER-CARR COMPANY		P.O. BOX 7690			CHICAGO	IL	60680-7960	
MICHAEL BEST & FRIEDRICH, LLP		PO BOX 88462			MILWAUKEE	WI	53288	

Exhibit H
Class 5 - General Unsecured Claims
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CreditorName	CreditorNoticeName	Address1	Address2	Address3	City	State	Zip	Country
MICROSOFT LICENSING, GP	C/O BANK OF AMERICA	1950 N STEMMONS FWY 5010 LB #842467			DALLAS	TX	75207	
MIDWEST NATURAL GAS INC.		PO BOX 429			LACROSSE	WI	54602-0429	
MJ Slade LLC Myrland Slade Owner		29379 May Ave			Blanchard	OK	73010	
MOBILE MINI INC		MOBILE STORAGE SOLUTIONS	4646 E VAN BUREN ST SUITE 400		PHOENIX	AZ	85008	
MODERN MATERIAL SERVICES LLC DBA ARROW MATERIAL SERVICES		2605 NICHOLSON RD., SUITE 5200			SEWICKLEY	PA	15143	
MOLTERS FRESH MARKET		701 E CLIFTON ST.			TOMAH	WI	54660	
MONROE COUNTY AGRICULTURAL SOCIETY		PO BOX 908			TOMAH	WI	54660	
MONROE SCALE COMPANY, INC.		PO BOX 14175			PITTSBURGH	PA	15239	
MOTION INDUSTRIES		P.O. BOX 98412			CHICAGO	IL	60693	
MOTION INDUSTRIES		P.O. BOX 98412			CHICAGO	IL	60693	
MOTION INDUSTRIES		P.O. BOX 98412			CHICAGO	IL	60693	
MOUNTAIN TRAX		PO BOX 2067			FORT COLLINS	CO	80522	
Mr Bhavik Shashi Patel		11, Yewtree Grove	Lostock Hall		Preston	Lancashire	PR5 5NP	United Kingdom
MUL Railcars, Inc.	Attn Douglas J. Lipke	Vedder Price, P.C.	222 N. LaSalle St Ste 2600		Chicago	IL	60601	
MUL Railcars, Inc.	Attn Douglas J. Lipke	Vedder Price, P.C.	222 N. LaSalle St Ste 2600		Chicago	IL	60601	
MVP TRANSPORT LLC	MITCHELL PAYSTRUP	787 SHAVEY LN			SPRINGVILLE	UT	84663	
National Chassis, LLC	c/o John Seth Bullard	Orgain, Bell and Tucker, LLP	PO Box 1751		Beaumont	TX	77704	
National Chassis, LLC	Orgain, Bell and Tucker, LLP	PO Box 1751			Beaumont	TX	77704	
NATIONAL RAILWAY EQUIPMENT CO.	HAL BURGAN	1101 BROADWAY	P.O. BOX 1416		MT. VERNON	IL	62864	
NEIGHBORS CAPITAL VENTURES LLC		317A SAMPSON ST			HOUSTON	TX	77003	
NEW YORK SUSQUEHANNA & WESTERN		1 RAILROAD AVENUE			COOPERSTOWN	NY	13326	
NICKS WELDING AND FABRICATION, INC.	NICKOLI HELSTAD	N8847 PROSPECT ROAD			HIXTON	WI	54635	
NICKS WELDING AND FABRICATION, INC.	NICKOLI J HELSTAD	N8847 PROSPECT ROAD			HIXTON	WI	54635	
NICKS WELDING AND FABRICATION, INC.		N8847 PROSPECT ROAD			HIXTON	WI	54635	
NORTH FAYETTE COUNTY MUNICIPAL AUTHORITY		1634 UNIVERSITY DR			DUNBAR	PA	15431	
NORTH FAYETTE COUNTY MUNICIPAL AUTHORITY		PO BOX 368			DUNBAR	PA	15431-0368	
Northern States Power Co, a Wisconsin Corp, dba Xcel Energy	Attn Bankruptcy Dept	PO Box 9477			Minneapolis	MN	55484	
NORTHERN TIER SOLID WASTE AUTHORITY		PO BOX 10			BURLINGTON	PA	18814	
NORTON ROSE FULBRIGHT US LLP		PO BOX 844284			DALLAS	TX	75284-4284	
NORTON ROSE FULBRIGHT US LLP		PO BOX 844284			DALLAS	TX	75284-4284	
NTIRETY INC		P.O. BOX 208381			DALLAS	TX	75320	
OAKDALE ELECTRIC COOPERATIVE	LINDA PIERCE	489 N OAKWOOD STREET			TOMAH	WI	54660	
OCI, INC. DBA GRAFT OIL COMPANY		2561 MEMORIAL BOULEVARD	PO BOX 899		CONNELLSVILLE	PA	15425	
OFFICE DEPOT		PO BOX 88040			CHICAGO	IL	60680-1040	
OFFICE DEPOT		PO BOX 88040			CHICAGO	IL	60680-1040	
OHIO BUSINESS GATEWAY		DRAFT PAYMENT			SHEFFIELD	PA	16347	

Exhibit H
Class 5 - General Unsecured Claims
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CreditorName	CreditorNoticeName	Address1	Address2	Address3	City	State	Zip	Country
Ohio Department of Taxation	Bankruptcy Div	P.O. Box 530			Columbus	OH	43216	
OHIO EDISON - MINERVA		PO BOX 3637			AKRON	OH	44309-3637	
OHIO VALLEY SEPTIC, INC.		190 VALLEY VIEW DRIVE			WELLSBURG	WV	26070	
ORKIN PEST CONTROL		5030 E. UNIVERSITY BLVD SUITE D-103			ODESSA	TX	79762	
PACE ANALYTICAL SERVICES, INC.		PO BOX 684056			CHICAGO	IL	60695-4056	
PACE ANALYTICAL SERVICES, INC.		PO BOX 684056			CHICAGO	IL	60695-4056	
PAS I, PAS II, PAS IV		ITE Management L.P.	200 Park Ave South, Suite 1511		New York	NY	10003	
PERMIAN EXCAVATING LLC		15341 STATE HWY 131			TOMAH	WI	54660	
PGIP, LLC	Paul George	915 S Milwaukee Way			Denver	CO	80209	
PGIP, LLC	Paul George	915 S Milwaukee Way			Denver	CO	80209	
PIONEER CONTRACT SERVICES, INC.		DEPT. 24	PO BOX 4346		HOUSTON	TX	77210-4346	
PITNEY BOWES PURCHASE POWER		PO BOX 371874			PITTSBURGH	PA	15250-7874	
PIYUSH PATEL		4612 POPLAR RIDGE DR			FORT WORTH	TX	76123	
Praxair Distribution, Inc.	BARR Credit Services	4555 S. Palo Verde, Suite 125			Tucson	AZ	85714	
PRIME TITLE & LEASING INC	L. DWAIN EPTING	620 N. GRANT AVE #507			ODESSA	TX	79761	
PROFESSIONAL TRUCKING SERVICES LLC		1501 SOUTH LOOP 288 #104-305			DENTON	TX	76205	
PROPPANT EXPRESS INVESTMENTS, LLC		950 17TH STREET SUITE 1350			DENVER	CO	80202	
PROPPANT EXPRESS SOLUTIONS LLC		950 17TH STREET, SUITE 1350			DENVER	CO	80202	
PROSTAR SERVICES INC. DBA PARKS COFFEE		PO BOX 110209			CARROLLTON	TX	75011	
QS PECOS, LLLP	TODD P. LEWIS	4375 N. VANTAGE DRIVE, SUITE #405			FAYETTEVILLE	AR	72703	
QUARNE FAMILY LLC	DAVID QUARNE	N31047 QUARNE ROAD			BLAIR	WI	54616	
R & D WATTERS SEPTIC SERVICE		1564 E ROY FURMAN HIGHWAY			CARMICHAELS	PA	15320	
RAKA	NMC GROUP INC	PO BOX 911784			DENVER	CO	80291	
Ralph Brandewiede		4929 Blackhawk Dr			St Johns	FL	32259	
RAMIREZ, DELMA		703 NORTH MIDKIFF ROAD			MIDLAND	TX	79701	
RAMIREZ, MARIA		P.O. BOX 352			KERMIT	TX	79756	
REFLECTION PRINTING		6131 CORPORATE DRIVE			HOUSTON	TX	77036	
REFLECTION PRINTING		6131 CORPORATE DRIVE			HOUSTON	TX	77036	
Reliant Energy Retail Services, LLC	Attn Bankruptcy Dept. - Sandra Martel	PO Box 1046			Houston	TX	77251-9995	
REPUBLIC WASTE SERVICES OF TEXAS, LTD #688	DBA REPUBLIC SERVICES OF MIDLAND	PO BOX 78829			PHOENIX	AZ	85062	
REPUBLIC WASTE SERVICES OF TEXAS, LTD #688	DBA REPUBLIC SERVICES OF MIDLAND	PO BOX 78829			PHOENIX	AZ	85062	
RES SERVICES LLC		4665 S. VERSAILLES AVE			DALLAS	TX	75209	
RIG SAFE SOLUTIONS INC.		6315-B FM 1488 #142			MAGNOLIA	TX	77354	
RIMER, JUDITH		305 JACKSON AVE			WARREN	PA	16365	
RingCentral.com		20 Davis Drive			Belmont	CA	94002	
RIPP DISTRIBUTING COMPANY INC		PO BOX 563	819N ALDER STREET		BLACK RIVER FALLS	WI	54615	
RIVERLAND ENERGY COOPERATIVE		P.O. BOX 277			ARCADIA	WI	54612	
RIVERLAND ENERGY COOPERATIVE		P.O. BOX 277			ARCADIA	WI	54612	
RIVERSIDE RAIL 1 LLC	TREASURY DEPT.	222 N. LASALLE ST. SUITE 1000			CHICAGO	IL	60601	

Exhibit H
Class 5 - General Unsecured Claims
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CreditorName	CreditorNoticeName	Address1	Address2	Address3	City	State	Zip	Country
Robert Denmark		14871 Hole in 1 Circle PH1			Fort Myers	FL	33919-7171	
Robert L. Tatko		50 Columbus St			Granville	NY	12832	
ROGAN SHOES		1750 OHIO STREET			RACINE	WI	53405	
Rotex Global, LLC	Delinda Goodman	1230 Knowlton St.			Cincinnati	OH	45223	
Rutlin, Kurt W.	Jay S	916 Oak Street			Tomah	WI	54660	
S & B PORTA-BOWL RESTROOMS, INC.		PO BOX 5453			DENVER	CO	80217	
SAFETY SOLUTIONS, LLC		PO BOX 1191			MIDLAND	TX	79702	
SAMSARA NETWORKS INC.		444 DE HARO ST			SAN FRANCISCO	CA	94107	
SAND BLAST TRUCKING LLC		1679 SR 6, UNIT 2			FACTORYVILLE	PA	18419	
SANDOVAL PINTOR, LUIS		PO BOX 2132			GLEN ROSE	TX	76043	
Sarah M. Tatko		50 Columbus St			Granville	NY	12832	
SCHENCK PROCESS, LLC		PO BOX 19750			PALATINE	IL	60055-9750	
SCHENCK PROCESS, LLC		PO BOX 19750			PALATINE	IL	60055-9750	
SGS NORTH AMERICA INC.		PO BOX 2506			CAROL STREAM	IL	60132-2506	
Shamrock Steel Sales		238 S County Rd W			Odessa	TX	79763	
SIMPSON THACHER & BARTLETT LLP		PO BOX 29008			NEW YORK	NY	10087	
SIRIUS SOLUTIONS, LLP		P.O. BOX 202377			DALLAS	TX	75320-2377	
SKAI LOGISTICS LLC		4328 SE 46TH ST., APT. 161			OKLAHOMA CITY	OK	73124	
SMITHFIELD HARDWARE LLC		PO BOX 901			SMITHFIELD	PA	15478	
SOLARIS OILFIELD TECHNOLOGIES LLC		PO BOX 208270			DALLAS	TX	75320	
SOUTHERN TIRE MART LLC		800 HWY 98			COLUMBIA	MS	39429	
SQUIRE PATTON BOGGS LLP		PO BOX 643051			CINCINNATI	OH	45264	
STAAR LOGISTICS		560 MYRTLE STREET			REYNOLDSVILLE	PA	15851	
STARTEX POWER		PO BOX 5471			CAROL STREAM	IL	60197-5471	
STEARNS BANK NATIONAL ASSOCIATION		500 13TH STREET	PO BOX 750		ALBANY	MN	56307	
STELTER & BRINCK LTD		201 SALES AVENUE			HARRISON	OH	45030	
STELTER & BRINCK LTD		201 SALES AVENUE			HARRISON	OH	45030	
STERLING CRANE LLC		9351 GRANT STREET	SUITE #250		THORNTON	CO	80229	
STERLING CRANE LLC		9351 GRANT STREET	SUITE #250		THORNTON	CO	80229	
STO-COR PORTABLE CONTAINERS		6640 STATE HWY 13 SOUTH			WISCONSIN RAPIDS	WI	54494	
SUMMER ENERGY LLC		P.O. BOX 660938			DALLAS	TX	75266-0938	
SUMMIT EXPRESS LLC	ATTN SAMUEL E BORTZ	7604 CHRISTENSEN RD			CHEYENNE	WY	82009	
SWCA INCORPORATED		PO BOX 7217			CAROL STREAM	IL	60197-7217	
TARGET LOGISTICS MANAGEMENT LLC		2170 BUCKTHORNE PLACE #440			THE WOODLANDS	TX	77380	
TARGET LOGISTICS MANAGEMENT LLC		2170 BUCKTHORNE PLACE #440			THE WOODLANDS	TX	77380	
TAYLOR LEASING CORP. DBA TAYLOR LEASING & RENTAL		PO BOX 906			LOUISVILLE	MS	39339	
TBC. INC.	D/B/S TEXAS BEARING COMPANY	P.O. BOX 1579			AMARILLO	TX	79105	
TBC. INC.	D/B/S TEXAS BEARING COMPANY	PO BOX 1579			AMARILLO	TX	79105	
TESSMAN BROS. IRRIGATION LLC		22420 BLUEBIRD AVENUE			WARRENS	WI	54666	
TESSMAN BROS. IRRIGATION LLC		22420 BLUEBIRD AVENUE			WARRENS	WI	54666	
TEX ENERGY RESOURCES LLC		P.O. BOX 3667			ODESSA	TX	79760	
THE BLAIR PRESS		PO BOX 187			BLAIR	WI	54616	
THE KUNKLE GROUP, LLC		PO BOX 687			WHEATON	IL	60187	
THE MAHONING VALLEY RAILWAY COMPANY		200 MERIDIAN CENTRE, SUITE 300			ROCHESTER	NY	14618	
Thomas Leistner		Schmidberg 7			Lehrensteinsfeld	BW	74251	Germany

Exhibit H
Class 5 - General Unsecured Claims
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CreditorName	CreditorNoticeName	Address1	Address2	Address3	City	State	Zip	Country
THOMPSON, NICOLE		1313 W. MAIN ST.			SPARTA	WI	54656	
Timothy Bird		128 Memory Ln			Stockbridge	GA	30281	
TOTAL ADMINISTRATIVE SERVICES CORP.	CLIENT INVOICES	PO BOX 88278			MILWAUKEE	WI	53288	
TOTAL EQUIPMENT COMPANY		400 5TH AVE.			CORAOPOLIS	PA	15108	
Town of Preston	Attn Cathy Nelson, Town Clerk	W17508 Peterson Coulee Road			Blair	WI	54616	
TOWN OF PRESTON		N29383 COUNTY ROAD D			BLAIR	WI	54616	
TOWNEPLACE SUITES - BRYAN COLLEGE STATION		1300 UNIVERSITY DR. EAST			COLLEGE STATION	TX	77840	
TOWNSHIP OF HALE FIRE DEPARTMENT		N42182 COUNTY ROAD O			WHITEHALL	WI	54773	
TRANSRAIL NORTH AMERICA, LLC		27606 NETWORK PLACE			CHICAGO	IL	60673-1276	
TRC		PO BOX 536282			PITTSBURGH	PA	15253	
TRI-COUNTY COMMUNICATIONS COOPERATIVE INC.		PO BOX 550			STRUM	WI	54770	
TRINITY CONSULTANTS, INC.		12700 PARK CENTRAL DRIVE STE 2100			DALLAS	TX	75251	
Trinity Industries Leasing Company	Omar J. Alaniz	Reed Smith LLP	2850 N. Harwood Street, Suite 1500		Dallas	TX	75201	
Trinity Industries Leasing Company	Omar J. Alaniz	Reed Smith LLP	2850 N. Harwood Street, Suite 1500		Dallas	TX	75201	
TRIUMPH BUSINESS CAPITAL	ADVANCE BUSINESS CAPITAL LLC	ATTN JEFF PAKULA, AVP	651 CANYON DR # 105		COPPELL	TX	75019	
TRIUMPH BUSINESS CAPITAL	JEFF PAKULA AVP TRIUMPH	651 CANYON DR STE 105			COPPELL	TX	75019	
TURBO EXPRESS, LLC		PO BOX 14910	DEPT. 219		HUMBLE	TX	77347-4910	
TXTAG		P.O. BOX 650749			DALLAS	TX	75265	
TXTAG		P.O. BOX 650749			DALLAS	TX	75265	
TXU Energy Retail Company LLC	c/o Bankruptcy Department	PO Box 650393			Dallas	TX	75265	
TYNDALE COMPANY, INC.		5050 APPLEBUTTER ROAD			PIPERSVILLE	PA	18947	
Tyndale USA	Accounts Receivable Dept	5050 Applebutter Rd.			Pipersville	PA	18947	
ULINE INC.		PO BOX 88741			CHICAGO	IL	60680-1741	
UNION PACIFIC RAILROAD COMPANY		12567 COLLECTIONS CENTER DRIVE			CHICAGO	IL	60693	
VERIZON WIRELESS		PO BOX 660108			DALLAS	TX	75266	
VIAVID BROADCASTING INC.	CHERYL WATKINS	118-998 HARBOURSIDE DRIVE			NORTH VANCOUVER	BC	V7P 3T2	CANADA
VILLAGE OF MINGO JUNCTION		501 COMMERCIAL STREET			MINGO JUNCTION	OH	43938	
Vinson & Elkins LLP	Attn Rebecca Petereit	2001 Ross Avenue, Ste. 3900			Dallas	TX	75201	
VON RUDEN & NIX, S.C.		4410 GOLF TERRACE	SUITE 210		EAU CLAIRE	WI	54701	
WASTE MANAGEMENT		PO BOX 4648			CAROL STREAM	IL	60197-4648	
WE ENERGIES		PO BOX 90001			MILWAUKEE	WI	53290	
WE ENERGIES		PO BOX 90001			MILWAUKEE	WI	53290	
WE ENERGIES		PO BOX 90001			MILWAUKEE	WI	53290	
Wells Fargo Rail Corporation	Kurt Schulz	10 S. Wacker Drive, 15th Floor	MAC N8405-152		Chicago	IL	60606	
Wells Fargo Rail Corporation	Kurt Schulz	10 S. Wacker Drive, 15th Floor	MAC N8405-152		Chicago	IL	60606	
Wells Fargo Vendor Financial Services, Inc.	Attn Lisa Bodderick	1010 Thomas Edison Blvd. SW			Cedar Rapids	IA	52404	
Wells Fargo Vendor Financial Services, LLC		PO Box 13708			Macon	GA	31208	
WELLSBORO AREA SCHOOL DISTRICT	DISTRICT ADMINISTRATIVE OFFICE	227 NICHOLS STREET			WELLSBORO	PA	16901	
WELLSBORO ELECTRIC COMPANY		P.O. BOX 138	33 AUSTIN STREET		WELLSBORO	PA	16901	
WEST EPLEY LLC		327 EAST LOOP 338			ODESSA	TX	79762	
WEST LINCOLN LLC	ATTN TOM WALDERA	W20985 COUNTY ROAD Q			WHITEHALL	WI	54773	
WEST PENN POWER		PO BOX 3615			AKRON	OH	44309-3615	
WEST TEX DISPOSAL		P.O. BOX 69161			ODESSA	TX	79769	

Exhibit H
Class 5 - General Unsecured Claims
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CreditorName	CreditorNoticeName	Address1	Address2	Address3	City	State	Zip	Country
West Texas Gas, Inc		211 N. Colorado			Midland	TX	79701	
West Texas Gas, Inc.	Michael G. Kelly	Kelly, Morgan, Dennis, Corzine & Hansen, P.C.	P.O. Box 1311		Odessa	TX	79760-1311	
WESTAIR GAS AND EQUIPMENT LP		PO BOX 1339			ABILENE	TX	79604	
Westchester Fire Insurance Company	Michael E. Collins	1201 Demonbreun Street Suite 900			Nashville	TN	37203	
Westchester Fire Insurance Company	Michael E. Collins	1201 Demonbreun Street, Suite 900			Nashville	TN	37203	
WESTERN OFFICE PORTFOLIO PROPERTY OWNER LLC		PO BOX 913243			DENVER	CO	80291	
WEX BANK	ENTERPRISE FLEET MANAGEMENT	PO BOX 4337			CAROL STREAM	IL	61097	
WHITEHALL BEEF & DAIRY DAYS DBA MISS WHITEHALL PAGEANT		PO BOX 361			WHITEHALL	WI	54773	
WHTL GROUP LLC	C/O WHTL RADIO	PO BOX 66			WHITEHALL	WI	54773	
WINDSTREAM		PO BOX 9001908			LOUISVILLE	KY	40290-1908	
WINPARK MANAGEMENT LLC		PO BOX 22165			NEW YORK	NY	10087	
WISCONSIN & SOUTHERN RR CO.	C/O WATCO COMPANIES LLC	PO BOX 790343 BIN #150077			ST. LOUIS	MO	63179	
Wisconsin Department of Safety and Professional Services		PO Box 8368			Madison	WI	53708-8368	
Wisconsin Department of Safety and Professional Services		PO Box 8368			Madison	WI	53708-8368	
Wolf Serrer		1317 SW 1st Ave			Pompano Beach	FL	33060	
Wooster Motor Ways, Inc.	c/o David M. Neumann, Esq.	Meyers, Roman, Friedberg, Lewis	28601 Chagrin Boulevard, Suite 600		Cleveland	OH	44122	
WORLDWIDE EXPRESS		PO BOX 733360			DALLAS	TX	75373	
WTG FUELS INC.		PO BOX 3514			MIDLAND	TX	79701	
WYOMING MACHINERY COMPANY DBA WYOMING RENTS	CODY FRIEDLAN	5300 W OLD YELLOWSTONE HWY			CASPER	WY	82604	
WYOPOTS	ATTN DAVID C CHRISTIANSEN	PO BOX 1391			WHEATLAND	WY	82201	
WYOPOTS	ATTN DAVID C CHRISTIANSEN	PO BOX 1391			WHEATLAND	WY	82201	
XCEL ENERGY- UTILITY BILL		P O BOX 9477			MINNEAPOLIS	MN	55484-9477	
XCEL ENERGY- UTILITY BILL		P O BOX 9477			MINNEAPOLIS	MN	55484-9477	
XCEL ENERGY- UTILITY BILL		P O BOX 9477			MINNEAPOLIS	MN	55484-9477	

Exhibit I

Exhibit I

Class 5 - General Unsecured Claims

Served via First Class Mail

CreditorName	CreditorNoticeName	Address1	Address2	City	State	Zip
AIG Property Casualty, Inc.	Attn Kevin J Larner, Esq.	80 Pine Street, 13th Floor		New York	NY	10005
AIG Property Casualty, Inc.	Attn Kevin J Larner, Esq.	80 Pine Street, 13th Floor		New York	NY	10005
Angelo Bianchi		1715 County House Rd	PO Box 504	Waterloo	NY	13165
Anne M Fenske IRA RBC Capital Markets LLC Cust	Anne M Fenske	560 Horseshoe DR		Willmar	MN	56201-9455
Artemio Munoz		414 E 14th St		Pecos	TX	79772
BLACK MOUNTAIN SAND LLC	ATTN KATHERINE T. HOPKINS	201- MAIN STREET, SUITE 2500		FORT WORTH	TX	76102
Britton Felps		4322 Temescal St		Norco	CA	92860
Everett E. Chambers, Everett E. Chambers Revocable Trust, Joanne B. Chambers, Joanne B. Chambers Revocable Trust		29177 Dorset Ave.		Tomah	WI	54660
Fred P Swing/Frederick P Swing Revocable Trust	Fred P Swing	24010 Harborview Road		Port Charlotte	FL	33980
GARCIA, HERBEY E		109 E 8TH STREET		MONAHANS	TX	79756
JAMES, ELDEN		PO BOX 180834		ARLINGTON	TX	76096
Jerry D Gilbert		2640 Grandview Dr		Clarkston	WA	99403
Mark Terry		Box 860255		Wahlawa	HI	96786
Miltiadis Hatzidakis		2317 S 80 Ave		Omaha	NE	68124
Nikolas K Woods		12401 Studebaker Rd Apt 124		Norwalk	CA	90650
PEDRO CONTRERAS		4425 CARRIE ANN LN		ABILENE	TX	79606
RAYMOND & KAREN CLAPP LIVING TRUST DATED 4-25-13		1570 PRESTWICK DRIVE		LAKE GENEVA	WI	53147
Stephen E Davis		1001 Loganbury Ln		Salisbury	NC	28146
Steve Bien		8356 Jakaro Dr		Cincinatti	OH	45255
Superior Industries, Inc.	Maslon LLP	c/o Amy Swedberg	90 South 7th Street, Suite 3300	Minneapolis	MN	55402
Travelers Casualty and Surety Company of America	Attn Kate K. Simon, Bond Claim	One Tower Square, S202A		Hartford	CT	06183
Travelers Casualty and Surety Company of America	Attn Kate K. Simon, Bond Claim	One Tower Square, S202A		Hartford	CT	06183

Exhibit J

Exhibit J
Class 1 - Other Priority Claims
Class 2 - Other Secured Claims
Class 3 - Secured Tax Claims
Served via First Class Mail

CreditorName	CreditorNoticeName	Address1	Address2	City	State	Zip
Alpha and Omega Contract Sales and Consulting		300 S Grant		Odessa	TX	79761
American Access Casualty Company	Chuck LaMantia	2211 Butterfield Rd., Suite 200		Downers Grove	IL	60515
Brady Lusk		1451 24th St, Apt 596		Denver	CO	80205
BRUSHS LAWN CARE AND SNOW REMOVAL		22856 N MAIN ST		ETTRICK	WI	54627
Crestmark Vendor Finance, a division of MetaBank	Paul R. Hage	Jaffe Raitt Heuer Weiss, P.C.	27777 Franklin, Suite 2500	Southfield	MI	48034
Cypress-Fairbanks ISD	Linebarger Goggan Blair & Sampson, LLP	PO Box 3064		Houston	TX	77253-3064
Ector CAD	Linebarger Goggan Blair & Sampson, LLP	112 E. Pecan Street, Suite 2200		San Antonio	TX	78205
Enterprise FM Trust and Enterprise Fleet Management, Inc.	c/o Geoffrey S. Goodman, Foley and Lardner LLP	321 N. Clark Street, Suite 3000		Chicago	IL	60654
Equify Financial, LLC	c/o Aimee Furness	Haynes and Boone, LLP	2323 Victory Avenue, Suite 700	Dallas	TX	75219
Harris County, et al	Tara L. Grundemeier	Linebarger Goggan Blair & Sampson, LLP	PO Box 3064	Houston	TX	77253-3064
Howard County Tax Office	Laura J. Monroe	PO Box 817		Lubbock	TX	79408
Kermit Independent School District	Laura J. Monroe	PO Box 817		Lubbock	TX	79408
KOTSCHI, STEVEN AND MARY		S63 W14949 COLLEGE AVENUE		MUKEGO	WI	53150
LOWERY, BRYSON		2709 E 3RD ST		LUBBOCK	TX	79403
Midland Central Appraisal District, et al.	Tara LeDay	McCreary, Veselka, Bragg & Allen, P.C.	P.O. Box 1269	Round Rock	TX	78680-1269
Midland County	Laura J. Monroe	PO Box 817		Lubbock	TX	79408
Newpark Mats and Integrated Services LLC	c/o Dore Rothberg McKay	17171 Park Row, Suite 160		Houston	TX	77084
Norfolk Southern Railway Company	Attn R. Stephen McNeill	Potter Anderson & Corroon LLP	1313 North Market St., 6th Floor	Wilmington	DE	19801
NORTHINGTON, JOHN W.B.	NORTHINGTON STRATEGY GROUP	1001 4TH ST. SW, #810		WASHINGTON	DC	20024
Origin Bank	Anna Virene/Gray Reed	1300 Post Oak Blvd., Suite 2000		Houston	TX	77056
Richard Rudinger SEP-IRA	Richard Rudinger	1431 Riverplace Blvd #1708		Jacksonville	FL	32207
SLAY, MICHAEL STEPHFON		4418 75TH DRIVE, APT B		LUBBOCK	TX	79424
Stearns Bank National Association	Hannah Gilbert	4191 2nd Street South		St. Cloud	MN	56301
West Epley LLC	Attn Munsch Hardt Kopf and Harr	c/o Jay Ong	1717 W 6th Street, Suite 250	Austin	TX	78703

Exhibit K

Exhibit K
Class 5 Notice Parties
Served via First Class Mail

CreditorName	CreditorNoticeName	Address1	Address2	Address3	City	State	Zip
ADE 699, LLC d/b/a Savannah Suites-Pleasanton		PO BOx 467365			Atlanta	GA	31146
AMERIPRIDE	Ameripride Services, Inc	PO Box 190			Bemidji	MN	56619
AMERIPRIDE	Ameripride Services, Inc.	Erin F. Heide, A/R	PO Box 695		Bermidji	MN	56619
BRANDON AND CLARK, INC.	Don R. Kidd	1205 Broadway			Lubbock	TX	79401
Bridge Funding Group, Inc.	BankUnited, N.A.	Attention Scott Milchuk, Senior Vice President	7765 NW 148th Street		Miami Lakes	FL	33016
Buffalo Pittsburgh Railroad Inc.		27606 Network Place			Chicago	IL	60673
C.K. Industries, Inc.	Brian M. Harris, President	801 Warrenville Road, Suite 155			Lisle	IL	60532
CATERPILLAR FINANCIAL SERVICES CORPORATION	Ross, Banks, May, Cron & Cavin, P.C.	John Mayer	7700 San Felipe, Suite 550		Houston	TX	77063
CCA Financial, LLC		PO Box 17190			Richmond	VA	23226
CenturyTel - GTE Wisconsin dba CenturyLink	Centurylink Communications-Bankruptcy	220 N 5th St			Bismarck	ND	58501
CenturyTel of Midwest - Wisconsin, LLC (Northwest) dba CenturyLink	Centurylink Communications-Bankruptcy	220 N 5th St			Bismarck	ND	58501
Chevron U.S.A. Inc.		6001 Bollinger Canyon Rd.			San Ramon	CA	94583
CHICAGO FREIGHT CAR LEASING CO.		425 N. MARTINGALE ROAD	6TH FLOOR		SCHAUMBURG	IL	60173
Chicago Freight Car Leasing Co.	Cydney McGill, Esq.	2290 First National Building	660 Woodward Ave		Detroit	MI	48226-3506
CIT Bank, N.A.		Church Street Station	PO Box 4339		New York	NY	10261
CIT Bank, N.A.	Vedder Price P.C.	Attn Michael L. Schein, Esq.	1633 Broadway, 31st Floor		New York	NY	10019
CORONADO DEVELOPMENT CORP. C/O HODGES, LARRY	Bass Law	Paul Abrams, Legal Assistant	252 NW 70th St.		Oklahoma	OK	73116
CORONADO DEVELOPMENT CORP. C/O HODGES, LARRY	Bass Law	Paula Abrams, Legal Assistant	104 North Rock Island Avenue	P.O. Box 157	El Reno	OK	73036
Dell Marketing, L.P.	Dell Marketing L.P.	c/o Dell USA L.P.	PO Box 676021		Dallas	TX	75267
Dell Marketing, L.P.	Dell, Inc.	Chantell Ewing, Sr. Accounts Receivable Analyst	One Dell Way, RR1, MS 52		Round Rock	TX	78682
Erics Trucking EAS LLC		507 S. Main Street			Tonkawa	OK	74653
GOODFELLOW CORPORATION		PO BOX 1020			PLEASANT GROVE	UT	84062
Gulf Coast Bank and Trust Company		1110 Hwy 190, 2nd Floor			Covington	LA	70433
HORNING LEASING LLC		7995 S. MADISON WAY			CENTENNIAL	CO	80122
Jordan Spooling Service, Inc. d/b/a Jordan Wire Rope	Todd, Barron, Thomason, Hudman & Bebout	Jeffrey F. Thomason	3800 E 42nd St	Ste 409	Odessa	TX	79762-5982
Lexon Insurance Company and Endurance American Insurance Company		12890 Lebanon Road			Mount Juliet	TN	37122
Louisiana Department of Revenue	Danice Sims, Revenue Tax Specialist	Bankruptcy Section, Collection Division	617 North Third Street	P.O. Box 66658	Baton Rouge	LA	70821-0201
MUL Railcars, Inc.	Hiroyuki Yoshikura, Executive Vice President	121 SW Morrison Street, Suite 1525			Portland	OR	97204
Ohio Department of Taxation	Attorney General of the State of Ohio	150 E. Gay Street, 21st Floor			Columbus	OH	43215
QS PECOS, LLLP	ATTN KIPP HEARNE	4375 N. VANTAGE DRIVE, SUITE #405	P.O. Box 8727		FAYETTEVILLE	AR	72703
Reliant Energy Retail Services, LLC	Reliant Retail Services, LLC	Sandra Martel, Sr. Bankruptcy Analyst	910 Louisiana Street, Ste 14020B		Houston	TX	77002
RingCentral.com	RingCentral, Inc	PO Box 734232			Dallas	TX	75373
Rotex Global, LLC	Fifth Third Bank	PO Box 630317			Cincinnati	OH	45263-0317
Rutlin, Kurt W.	Kurt W. Rutlin	31121 Exodus Avenue	Cth N		Warrens	WI	54666
Shamrock Steel Sales	Triple S Steel Holdings Inc/Intsel Steel	Ruby Morales, Credit Manager	11310 West Little York		Houston	TX	77041
Trinity Industries Leasing Company	Thomas Jardine, James White, Soctt Ewing	2525 Stemmons Freeway			Dallas	TX	75207
VINSON & ELKINS LLP		PO BOX 301019			DALLAS	TX	75303-1019

Exhibit K
Class 5 Notice Parties
Served via First Class Mail

CreditorName	CreditorNoticeName	Address1	Address2	Address3	City	State	Zip
Vinson & Elkins LLP	Vinson Elkins LLP	1001 Fannin Street, Suite 2500			Houston	TX	77002
Wells Fargo Vendor Financial Services, Inc.		P.O. Box 105743			Atlanta	GA	30348
Wells Fargo Vendor Financial Services, LLC		PO Box 931093			Atlanta	GA	31193
Wells Fargo Vendor Financial Services, LLC	Christine Rachel Etheridge, Loan Adjustor	1738 Bass Rd			Macon	GA	31210
West Texas Gas, Inc.	West Texas Gas, Inc	211 N. Colorado			Midland	TX	79701
WESTCHESTER FIRE INSURANCE COMPANY	DOUGLAS J. WILLIS	436 WALNUT STREET, WA10A			PHILADELPHIA	PA	19106

Exhibit L

Exhibit L

Class 5 Notice Parties

Served via First Class Mail

CreditorName	CreditorNoticeName	Address1	Address2	City	State	Zip
ANNE M FENSKE IRA RBC CAPITAL MARKETS LLC CUST		10 FOREST AVE STE 202		FOND DU LAC	WI	54935
Black Mountain Sand, LLC	Jacob Smith, CFO	420 Commerce Street, Suite 500		Fort Worth	TX	76102
Everett E. Chambers, Everett E. Chambers Revocable Trust, Joanne B. Chambers, Joanne B. Chambers Revocable Trust	DeWitt LLP	2 E. Mifflin St., Suite 600	Craig E. Stevenson, Attorney	Madison	WI	53703
Herbey Garcia		1113 SW 58th St		Oklahoma	OK	73109
Superior Industries, Inc.	c/o tom Zosel	315 East Highway 28		Morris	MN	56267

Exhibit M

Exhibit M
Class 1-3 Notice Parties
Served via First Class Mail

CreditorName	CreditorNoticeName	Address1	Address2	City	State	Zip
Alpha and Omega Contract Sales and Consulting	Alpha and Omega Contract Sales and Consulting		PO Box 433	Odessa	TX	79760
American Access Casualty Company	BP Capital	Geoff Zabinski	2211 Butterfield Rd., Suite 100	Downers Grove	IL	60515
BRUSHS LAWN CARE AND SNOW REMOVAL	Josh Brush		PO Box 97	Ettrick	WI	54627
Cypress-Fairbanks ISD	Cypress-Fairbanks ISD		10494 Jones Rd Rm 106	Houston	TX	77065
Ector CAD	Ector CAD		1301 E 8th St	Odessa	TX	79761-4703
Enterprise FM Trust and Enterprise Fleet Management, Inc.	Enterprise Fleet Management	Malli M. Fischer, Accounting Supervisor	9315 Olive Blvd.	St. Louis	MO	63132
Equify Financial, LLC	Equify Financial, LLC	Attn Michael Davied, Collections Manager	777 Main Street, Suite 3900	Fort Worth	TX	76102
Harris County, et al	Harris County, et al		PO Box 3547	Houston	TX	77253-3547
Midland Central Appraisal District, et al.	Midland Central Appraisal District		P.O. Box 908002	Midland	TX	79708-0002
Midland County	Midland County	Midland Central Appraisal District	c/o Laura J. Monroe	Lubbock	TX	79408
Newpark Mats and Integrated Services LLC	Kara Griffith		9320 Lakeside Blvd., Suite 100	The Woodlands	TX	77381
Norfolk Southern Railway Company	Norfolk Southern Railway Company	Attn Toren Elsen	Three Commercial Place	Norfolk	VA	23510
Origin Bank	Origin Bank	Robert S. Martin	9805 Katy Freeway, Suite 200	Houston	TX	77024
West Epley LLC	West Epley LLC	c/o Shane Louder	327 SE Loop 338	Odessa	TX	79762

Exhibit N

Exhibit N
Contract/Lease Counterparties
Served via First Class Mail

CreditorName	CreditorNoticeName	Address1	Address2	Address3	City	State	Zip	Country
113 LOGISTICS, LLC		1630 WELTON STREET	SUITE 202		DENVER	CO	80202	
ACCOUNTEMPS		1980 POST OAK CENTRAL BLVD	SUITE 1475, 14TH FLOOR		HOUSTON	TX	77056	
ALAN GERKE & SONS INC.		15341 STATE HIGHWAY 131			TOMAH	WI	54660	
ANADARKO PETROLEUM CORPORATION		1201 LAKE ROBBINS DRIVE			THE WOODLANDS	TX	77380	
ANSCHUTZ EXPLORATION CORPORATION		555 17TH STREET, SUITE 2400			DENVER	CO	80202	
APACHE CORP		2000 POST OAK BOULEVARD, SUITE 100			HOUSTON	TX	77056-4400	
APACHE CORPORATION		2000 POST OAK BLVD, SUITE 100			HOUSTON	TX	77019	
ARB NIOBRARA CONNECTOR, LLC		720 S. COLORADO BLVD., PENTHOUSE NORTH			DENVER	CO	80246	
ASAP DRUG SOLUTIONS		455 CARSON PLAZA DR.			CARSON	CA	90746	
ASCENDE WEALTH ADVISORS, INC.		2700 POST OAK BLVD, 25TH FLOOR			HOUSTON	TX	77056	
AXIOM MEDICAL CONSULTING, LLC		4840 PANTHER CREEK DRIVE, SUITE 106			THE WOODLANDS	TX	77381	
BENEDICT, GREG		3040 GRAND BAY BLVD., UNIT 246			LONGBOAT KEY	FL	34228	
BETHKE FARMS, LLC		S12451 COUNTY ROAD M			AUGUSTA	WI	54722	
BJ SERVICES, LLC		11211 FM 2920 RD			TOMBALL	TX	77375	
BLACKLINE SYSTEMS, INC.		21300 VICTORY BLVD 12TH FLOOR			WOODLAND HILLS	CA	91367	
BOURQUE DATA SYSTEMS INC.		1610 WOODSTEAD COURT			THE WOODLANDS	TX	77380	
BRIDGE CAPITAL LEASING, INC. (AS ASSIGNEE OF GREENBRIER LEASING COMPANY)	C/O BRIDGE CAPITAL LEASING, INC.	ATTN LEASING SERVICING	7815 NW 148TH STREET, 3-CMCRE		MIAMI LAKES	FL	33016	
BUFFALO & PITTSBURGH RAILROAD, INC.		1200-C SCOTTSVILLE ROAD, SUITE 200			ROCHESTER	NY	14624	
CAMDEN DEVELOPMENT, INC.,		1200 POST OAK BLVD			HOUSTON	TX	77056	
CANADIAN NATIONAL RAILWAY COMPANY		935 DE LA GAUCHETIERE STREET WEST			MONTREAL	QC	H3B 2M9	CANADA
CATERPILLAR FINANCIAL SERVICES CORPORATION		2120 WEST END AVENUE			NASHVILLE	TN	37203-0986	
CCM RAILCARHOLDINGS (AS ASSIGNEE OF GREENBRIER LEASING COMPANY)	C/O GREENBRIER LEASING COMPANY LLC	13799 COLLECTIONS CENTER DRIVE			CHICAGO	IL	60693	
CENTENNIAL RESOURCE PRODUCTION, LLC		1001 17TH STREET			DENVER	CO	80202	
CHAMBERS, EVERETT E.		29175 DORSET AVENUE			TOMAH	WI	54660	
CHAMPION ENERGY SERVICES		1500 RANKIN ROAD, SUITE 200			HOUSTON	TX	77073	
CHESAPEAKE OPERATING, L.L.C.		6100 N. WESTERN AVE.			OKLAHOMA CITY	OK	73118	
CHEVRON U.S.A INC.		PO BOX 2100			HOUSTON	TX	77252	
CIG ODESSA LLC		420 THROCKMORTON STREET	SUITE 550		FORT WORTH	TX	76102	
CIG SERVICES LLC		420 THROCKMORTON STREET #550			FORT WORTH	TX	76102	
CINTAS CORPORATION		6800 CINTAS BLVD			CINCINNATI	OH	45262	
CIT RAIL LLC	C/O THE CIT GROUP/EQUIPMENT FINANCING, INC. AS SERVICER	ATTN SENIOR VICE PRESIDENT - RAIL GROUP	30 S. WACKER DRIVER	SUITE 2900	CHICAGO	IL	60606	
CITY NATIONAL BANK FL (AS ASSIGNEE OF GREENBRIER LEASING COMPANY)	C/O GREENBRIER LEASING COMPANY LLC	13799 COLLECTIONS CENTER DRIVE			CHICAGO	IL	60693	
CLATT, DAVID & MARIE		W19618 HUTCHINS LANE			WHITEHALL	WI	54773	
CNX RESOURCES CORPORATION		1000 CONSOL ENERGY DRIVE			CANONSBURG	PA	15317	
CONSTELLATION NEWENERGY - GAS DIVISION, LLC		1310 POINT STREET			BALTIMORE	MD	21231	
CORNERSTONE ONDEMAND, INC.		1601 CLOVERFIELD BLVD #600S			SANTA MONICA	CA	90404	
CORONADO DEVELOPMENT CORP		1617 E HWY 66			EL RENO	OK	73036	
DE LAGE LADEN FINANCIAL SERVICES, INC.		1111 OLD EAGLE SCHOOL ROAD			WAYNE	PA	19087-8608	
DEERE CREDIT, INC.		6400 NW 86TH STREET			JOHNSTON	IA	50131	

Exhibit N
Contract/Lease Counterparties
Served via First Class Mail

CreditorName	CreditorNoticeName	Address1	Address2	Address3	City	State	Zip	Country
DEINES, TYLER V. & PALUMBO, DOROTHY G.		685 CHAPARRAL CT.			HIGHLAND VILLAGE	TX	75077	
DELAWARE EXPRESS COMPANY		802 ELKTON BLVD.			ELKTON	MD	21921	
DELOITTE & TOUCHE LLP		1111 BAGBY STREET, SUITE 4500			HOUSTON	TX	77002	
DEVON ENERGY PRODUCTION COMPANY, L.P.		333 WEST SHERIDAN AVENUE			OKLAHOMA CITY	OK	73102	
DISA GLOBAL SOLUTIONS, INC.		10900 CORPORATE CENTRE DR., SUITE 250			HOUSTON	TX	77041	
DRUG TESTS IN BULK.COM		9333 MELVIN AVE			NORTHRIDGE	CA	91324	
DUNE SAND EQUIPMENT		1630 WELTON STREET, SUITE 202			DENVER	CO	80202	
DUNE SAND EQUIPMENT, LLC		1630 WELTON STREET	SUITE 408		DENVER	CO	80202	
ENCANA OIL & GAS (USA) INC.		370 17THSTREET			DENVER	CO	80202	
ENDECO ENGINEERS, INC.		9475 LINWOOD AVENUE			SHREVEPORT	LA	71106	
ENTERPRISE FLEET MANAGEMENT, INC.		2341 HIGHWAY 85 NORTH			WATFORD CITY	ND	58854	
ENTERPRISE FM TRUST		2341 HIGHWAY 85 NORTH			WATFORD CITY	ND	58854	
EO JOHNSON COMPANY, INC.		8400 W. STEWART AVE.			WAUSAU	WI	54401	
EOG RESOURCES, INC.		PO BOX 4362			HOUSTON	TX	77210	
ERDMAN, DALE & GERALDINE		S11200 COUNTY ROAD M			AUGUSTA	WI	54722-7607	
EXCESS OILFIELD EQUIPMENT LLC		8300 CYPRESS CREEK PKWY, SUITE 400			HOUSTON	TX	77070	
FASTENAL COMPANY		2001 THEURER BLVD.			WINONA	MN	55987	
FINANCIAL PACIFIC LEASING INC		3455 S 344TH WAY			FEDERAL WAY	WA	98001	
FIRST INSURANCE FUNDING CORPORATION	TO BE SERVICED BY FIRST INSURANCE FUNDING	450 SKOKIE BLVD, STE 1000			NORTHBROOK	IL	60062-7917	
GREENBRIER LEASING COMPANY LLC		ONE CENTERPOINTE DRIVE, SUITE 200			LAKE OSWEGO	OR	97035	
GREENBRIER RAILCAR FUNDING I LLC	C/O ITE MANAGEMENT L.P.	ATTN JASON KOENIG	200 PARK AVENUE SOUTH, SUITE 1511		NEW YORK	NY	10002	
GUNDERSON, GARY AND BONNIE		N35198 POKER COULEE RD			WHITEHALL	WI	54773	
GUZA, ED AND SHIRLY		N5621 TRUMP COULEE RD			TAYLOR	WI	54659	
HALLIBURTON ENERGY SERVICES INC.		3000 N SAM HOUSTON PKWY E			HOUSTON	TX	77032	
HASS, AUDREY		N34489 THERESA LANE			WHITEHALL	WI	54773	
HASS, ERIC		21343 WOLFE RUN LANE, APT 1E			GALESVILLE	WI	54630	
HAZARD SCOUT LLC DBA ISCOUT		PO BOX 1151			NORMAN	OK	73070	
HERC RENTALS INC.		725 CHOCTAW			CHICKASHA	OK	73108	
HORNING LEASING, LLC		7995 S. MADISON WAY			CENTENNIAL	CO	80122	
HSA BANK, A DIVISION OF WEBSTER BANK, N.A.		605 N 8TH ST.			SHEBOYGAN	WI	53081	
INTEGRYS ENERGY SERVICES - NATURAL GAS, LLC		1716 LAWRENCE DRIVE			DE PERE	WI	54115	
ITE RAIL FUND LEVERED L.P.(ITWX) (AS ASSIGNEE OF GREENBRIER LEASING COMPANY)	C/O GREENBRIER LEASING COMPANY LLC	13799 COLLECTIONS CENTER DRIVE			CHICAGO	IL	60693	
KOTSCHI, STEVEN AND MARY		S63 W14949 COLLEGE AVENUE			MUKEGO	WI	53150	
LEWIS R AND KRYSTA BOUTWELL		202 E ANTELOPE RD			DOUGLAS	WY	82633	
LIBERTY OILFIELD SERVICES, LLC		950 17TH STREET, FLOOR 20			DENVER	CO	80202	
LOBO LOGISTICS, INC		4612 S VINE WAY ENGLEWOOD			ENGLEWOOD	CO	80113	
MAHONING VALLEY RAILWAY COMPANY		123 DIVISION STREET EXTENSION			YOUNGSTOWN	OH	44510	
MARATHON OIL COMPANY		5555 SAN FELIPE ROAD			HOUSTON	TX	77056	
MELTWATER NEWS US INC.		225 BUSH ST. SUITE 1000			SAN FRANCISCO	CA	94104	
MERRILL COMMUNICATIONS LLC		ONE MERRILL CIRCLE			ST. PAUL	MN	55108	
METROPOLITAN LIFE INSURANCE COMPANY		200 PARK AVENUE			NEW YORK	NY	10166-0188	

Exhibit N
Contract/Lease Counterparties
Served via First Class Mail

CreditorName	CreditorNoticeName	Address1	Address2	Address3	City	State	Zip	Country
MI GROUP, INC.		118 ALGONQUIN PARKWAY			WHIPPANY	NJ	07981	
MODERN MATERIALS SERVICES, LLC D/B/A ARROW MATERIAL SERVICES		2605 NICHOLSON ROAD	SUITE 5200 J		SEWICKLEY	PA	15143	
MUL GREENBRIER, LLC		121 SW MORRISON ST., SUITE 1525			PORTLAND	OR	97204	
MUL RAILCARS LEASING, LLC (AS ASSIGNEE OF GREENBRIER LEASING COMPANY LLC)	C/O GREENBRIER MANAGEMENT SERVICES, LLC	ATTN EQUIPMENT ACCOUNTING	ONE CENTERPOINTE DRIVE, SUITE 400		LAKE OSWEGO	OR	97035	
NATIONAL RAILWAY EQUIPMENT CO.		1101 BROADWAY			MT. VERNON	IL	62864	
NEIGHBORS CAPITAL VENTURES, LLC		1301 FANNIN STREET, SUITE 2440			HOUSTON	TX	77002	
NEWPARK MATS AND INTEGRATED SERVICES LLC		9320 LAKESIDE BLVD., SUITE 100			THE WOODLANDS	TX	77381	
NORFOLK SOUTHERN RAILWAY COMPANY		110 FRANKLIN ROAD S.E.			ROANOKE	VA	24042	
NORFOLK SOUTHERN RAILWAY COMPANY		1200 PEACHTREE ST NE, 12TH FLOOR			ATLANTA	GA	30309	
OASIS WELL SERVICES LLC		1001 FANNIN STREET, SUITE 1500			HOUSTON	TX	77002	
OHI-RAIL CORP		P.O. BOX 728			STEUBENVILLE	OH	43952	
PATTERSON-UTI MANAGEMENT SERVICES, LLC		10713 W SAM HOUSTON PARKWAY NORTH	SUITE 800		HOUSTON	TX	77064	
PETROLEUM CONNECTION		33800 TYLER ROAD			WALKERTON	IN	46574	
PETTIS, JOHN AND THERESA		S12810 COUNTY ROAD RR			AUGUSTA	WI	54722	
PIONEER CONTRACT SERVICES, INC.		8090 KEMPWOOD DRIVE			HOUSTON	TX	77055	
PRICEWATERHOUSECOOPERS LLP		2121 N PEARL ST			DALLAS	TX	75395-2282	
PRONGHORN LOGISTICS, LLC		1630 WELTON STREET, SUITE 409			DENVER	CO	80202	
QS PECOS, LLLP		4375 N. VANTAGE DRIVE, SUITE #405			FAYETTEVILLE	AR	72703	
QUARNE FAMILY LLC		N31047 QUARNE ROAD			BLAIR	WI	54616	
RABBIT RUN LLC		N38713 DAGGETT COULEE ROAD			WHITEHALL	WI	54773	
RAILCAR HOLDINGPASS II	C/O GREENBRIER LEASING COMPANY LLC	13799 COLLECTIONS CENTER DRIVE			CHICAGO	IL	60693	
RAILCAR HOLDINGS PAS IV LLC (AS ASSIGNEE OF GREENBRIER LEASING COMPANY)		200 PARK AVENUE SOUTH, SUITE 1511			NEW YORK	NY	10002	
RAILTRONIX LLC		4747 RESEARCH FOREST DR STE 180-278			THE WOODLANDS	TX	77381	
RAYMOND AND KAREN CLAPP LIVING TRUST DATED APRIL 25, 2013		W20544 IRVINS COULEE RD			WHITEHALL	WI	54773	
REGENT CAPITAL CORPORATION		3200 BRISTOL STREET, SUITE 400			COSTA MESA	CA	92626	
RIVERSIDE RAIL 1 LLC	C/O GREENBRIER LEASING COMPANY LLC	13799 COLLECTIONS CENTER DRIVE			CHICAGO	IL	60693	
ROTEX GLOBAL LLC		1230 KNOWLTON STREET			CINCINNATI	OH	45223	
RS ENERGY GROUP, INC		600 TRAVIS STREET STE, 750			HOUSTON	TX	77002	
RUTLIN, KURT AND JILL		30693 EXODUS A VENUE			WARRENS	WI	54666	
RYAN, GENE		N34949 RYAN RD			WHITEHALL	WI	54773	
RYSTAD ENERGY INC.		9811 KATY FREEWAY, SUITE 650			HOUSTON	TX	77024	
SALESFORCE.COM, INC.	ATTN VP, WORLDWIDE SALES OPERATIONS/GC	415 MISSION STREET, 3RD FLOOR	SALESFORCE TOWER		SAN FRANCISCO	CA	95105	
SALUS TECHNOLOGIES USA INC.		309 W REPUBLICAN STREET, SUITE 200			SEATTLE	WA	98119	
SFG TITLING CO.		4680 PARKWAY DRIVE	SUITE 300		MASON	OH	45040	
SIRIUS SOLUTIONS, L.L.L.P		1233 WEST LOOP SOUTH, SUITE 1800			HOUSTON	TX	77002	
SKILLSURVEY, INC.		1235 WESTLAKES DRIVE, SUITE 330			BERWYN	PA	19312	

Exhibit N
Contract/Lease Counterparties
Served via First Class Mail

CreditorName	CreditorNoticeName	Address1	Address2	Address3	City	State	Zip	Country
SMARTCHAIN SOLUTIONS LLC		2200 NW 50TH STREET SUITE 200E			OKLAHOMA CITY	OK	73112	
SSH LOGISTICS		7005 HARVEST HILL DR			ROWLETT	TX	75089	
STEP ENERGY SERVICES LTD.		BOW VALLEY SQUARE II 1200	205-5TH AVE SW		CALGARY	AB	T2P 2V7	CANADA
SUMMIT FUNDING GROUP, INC		4680 PARKWAY DR	STE 300		MASON	OH	45040	
SUPERIOR INDUSTRIES, INC.		315 E HIGHWAY 28			MORRIS	MN	56267	
SWN WELL SERVICES LLC		10000 ENERGY DRIVE			SPRING	TX	77389	
TALBOT PREMIUM FINANCING, LLC		3657 BRIARPARK DRIVE	STE 700		HOUSTON	TX	77042	
TAYLOR LEASING CORPORATION		3690 CHURCH AVENUE			LOUISVILLE	MS	39339	
TEXAS BUSINESS SOLUTIONS		1400 CRESTDALE DRIVE			HOUSTON	TX	77080	
THE COLUMBUS & OHIO RIVER RAIL ROAD COMPANY		47849 PAPERMILL ROAD			COSHOCTON	OH	43812	
THE KUNKLE GROUP LLC		8509 ROUTE 954 HWY N			CREEKSIDE	PA	15732	
THE LINCOLN NATIONAL LIFE INSURANCE COMPANY		8801 INDIAN HILLS DRIVE			OMAHA	NE	68114	
THE NEW YORK, SUSQUEHANNA AND WESTERN RAILWAY CORPORATION		1 RAILROAD AVENUE			COOPERSTOWN	NY	13326	
THE ROBERT E. AND GRETCHEN W. CHALSMA TRUST		405 2ND AVENUE			HOLMEN	WI	54636	
TOTAL ADMINISTRATIVE SERVICES CORPORATION		2302 INTERNATIONAL LANE			MADISON	WI	53704-3140	
TOWN OF BRIDGE CREEK	ATTN TOWN CLERK	S9515 HWY 27			AUGUSTA	WI	54722	
TOWN OF PRESTON, WISCONSIN	ATTN TOWN CLERK	101 BROADWAY			BLAIR	WI	54616	
TOWN OF SPRINGFIELD	ATTN TOWN CLERK	N6062 N SKUTLEY ROAD			TAYLOR	WI	54659	
TRANSPORT HANDLING SPECIALISTS		1554 WEST CHESTER PIKE, #179			WEST CHESTER	PA	19380	
U.S. WELL SERVICES, LLC		THREE RIVERWAY	SUITE 1550		HOUSTON	TX	77056	
UNION PACIFIC RAILROAD COMPANY		1400 DOUGLAS STREET			OMAHA	NE	68179	
UNITEDHEALTHCARE INSURANCE COMPANY		185 ASLYUM STREET			HARTFORD	CT	06103-0450	
VISION SERVICE PLAN INSURANCE COMPANY		3333 QUALITY DRIVE			RANCHO CORDOVA	CA	95670	
WAGEWORKS, INC.	C/O HEALTHEQUITY	15 W. SCENIC POINTE DRIVE, SUITE 100			DRAPER	UT	84020	
WALDERA, DEREK		W20985 COUNTY RD. Q			WHITEHALL	WI	54773	
WALDERA, THOMAS		23627 WHITEHALL ROAD			INDEPENDENCE	WI	54747	
WEBER, DAVID A		1590B N. HARVEY MITCHELL PKWY			BRYAN	TX	77803	
Wells Fargo Vendor Financial Services, LLC		PO Box 13708			Macon	GA	31208	
WEST EPLEY LLC		3915 TANGLEWOOD LANE			ODESSA	TX	79762	
WESTERN OFFICE PORTFOLIO PROPERTY OWNER LLC	ATTN SENIOR VP/CFO	C/O UNICO PROPERTIES	1215 FOURTH AVENUE, SUITE 600		SEATTLE	WA	98161	
WHALEY, JOHN	C/O PAUL S. WHALEY	S11566 COUNTY ROAD M			AUGUSTA	WI	54722	
WHALEY, PAUL		S11566 COUNTY RD M			AUGUSTA	WI	54722	
WILDCAT MINERALS LLC		5960 BERKSHIRE LANE, SUITE 800			DALLAS	TX	75225	
ZINGLE, MEDALLIA		2270 CAMINO VIDA ROBLE, STE. K			CARLSBAD	CA	92011	
ZION BANCORPORATION, N. A.		PO BOX 27459			HOUSTON	TX	77227	

Exhibit O

Exhibit O
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Description	CreditorName	CreditorNoticeName	Address1	Address2	Address3	City	State	Zip	Country
Counsel for Chevron U.S.A. Inc.	Andrews Myers, P.C.	Edward L. Ripley & Patrick A. Kelly	1885 Saint James Place, 15th Floor			Houston	TX	77056	
Top 30	Atlas Sand Company, LLC	Hunter Wallace	5918 W. Courtyard Dr., Ste. 500			Austin	TX	78730	
Counsel for Trinity Industries Leasing Co.	BAKER BOTTS L.L.P.	Omar J. Alaniz	2001 Ross Avenue, Suite 900			Dallas	TX	75201	
Top 30	Bowlin Enterprises	Jon Bowlin	9475 Linwood Avenue			Shreveport	LA	71106	
Top 30	Bridge Funding Group Inc.	Dan McKew	215 Schilling Circle, Suite 100			Hunt Valley	MD	21031	
Attorney General/California	California Attorney General	Attn Bankruptcy Department	1300 I St., Ste. 1740			Sacramento	CA	95814-2919	
Top 30	Canadian National Railway	Martin Cyr	935 de La Gauchetière Street West			Montreal	QC	H3B 2M9	Canada
Counsel for the DIP Agent	Cantor Fitzgerald & Co	Bobbie Young	900 West Trade Street, Suite 725			Charlotte	NC	28202	
Counsel for the DIP Agent	Cantor Fitzgerald & Co	Nils Horning	1801 N. Military Trail, Suite 202			Boca Raton	FL	33431	
Counsel for Superior Industries, Inc.	CHAMBERLAIN HRDLICKA	Jarrod B. Martin	1200 Smith Street, Suite 1400			Houston	TX	77002	
Top 30	Charco III Inc.	Pam Charles	216 W Market St			Clearfield	PA	16830	
Top 30	Chicago Freight Car Leasing Company	Paul Deasy	425 N Martingale Rd			Schaumburg	IL	60173	
Top 30	CIT Group	Randy Kaploe	30 S. Wacker Drive, Suite 2900			Chicago	IL	60606	
Attorney General/Colorado	Colorado Attorney General	Attn Bankruptcy Department	Ralph L Carr Colorado Judicial Building	1300 Broadway, 10th Fl		Denver	CO	80203	
Attorney General/Delaware	Delaware Attorney General	Attn Bankruptcy Department	Carvel State Office Bldg.	820 N. French St.		Wilmington	DE	19801	
EPA Headquarters	Environmental Protection Agency	Mail Code 2310A, Office of General Counsel	1200 Pennsylvania Ave NW	Ariel Rios Building		Washington	DC	20004	
EPA State	Environmental Protection Agency		Renaissance Tower	1201 Elm Street, Suite 500		Dallas	TX	75270	
COUNSEL FOR THE WISCONSIN TORT CLAIMANTS	FITZPATRICK, SKEMP & BUTLER, LLC	Timothy S. Jacobson	1123 Riders Club Road			Onalaska	WI	54650	
Attorney General/Georgia	Georgia Attorney General	Attn Bankruptcy Department	40 Capital Square, SW			Atlanta	GA	30334-1300	
Top 30	Gerke Excavating Inc	Jay Gerke	15341 State Highway 131			Tomah	WI	54660	
Top 30	Greenbrier Leasing Company LLC	Adrian Downes	One Centerpointe Drive, Suite 200			Lake Oswego	OR	97035	
Counsel for Lexon Insurance Company and Endurance American Insurance Company (collectively, "Lexon")	Harris Beach PLLC	Lee E Woodard Esq	333 W Washington Street	Suite 200		Syracuse	NY	13202	
COUNSEL FOR THE WISCONSIN TORT CLAIMANTS	HAYNES AND BOONE, LLP	Patrick L. Hughes & Martha Wyrick	1221 McKinney Street, Suite 4000			Houston	TX	77010	
Top 30	Heyl Patterson Thermal Processing LLC	Doug Schieber	400 Lydia Street			Carnegie	PA	15106	
Attorney General/Illinois	Illinois Attorney General	Attn Bankruptcy Department	James R. Thompson Ctr	100 W. Randolph St.		Chicago	IL	60601	
Attorney General/Indiana	Indiana Attorney General	Attn Bankruptcy Department	Indiana Govt Center South	302 West Washington St 5th Fl		Indianapolis	IN	46204	
IRS	Internal Revenue Service	Centralized Insolvency Operation	PO Box 7346			Philadelphia	PA	19101-7346	
IRS	Internal Revenue Service		1919 Smith Street			Houston	TX	77002	
Counsel to Crestmark Vendor Finance, a division of MetaBank	JAFFE RAITT HEUER & WEISS, P.C.	Paul R. Hage	27777 Franklin Road, Suite 2500			Southfield	MI	48034	
COUNSEL FOR WEST TEXAS GAS, INC.	KELLY, MORGAN, DENNIS, CORZINE & HANSEN, P.C.	Michael G. Kelly	P.O. Box 1311			Odessa	TX	79760-1311	
COUNSEL FOR ENDECO ENGINEERING, INC AND BOWLIN ENTERPRISES, LLC	KESSLER & COLLINS	HOWARD C. RUBIN & DANIEL P. CALLAHAN	2100 Ross Avenue, Suite 750			Dallas	TX	75201	
Top 30	KimberCo Services LLC	Sonia Gutierrez	2027 Zacate Drive			Odessa	TX	79765	
Counsel for ECTOR CAD	LINEBARGER GOGGAN BLAIR & SAMPSON, LLP	Don Stecker	112 E. Pecan Street, Suite 2200			San Antonio	TX	78205	

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Description	CreditorName	CreditorNoticeName	Address1	Address2	Address3	City	State	Zip	Country
Counsel for HOOD CAD	LINEBARGER GOGGAN BLAIR & SAMPSON, LLP	Elizabeth Weller	2777 N. Stemmons Freeway	Suite 1000		Dallas	TX	75207	
Counsel for HARRIS COUNTY & Counsel for CYPRESS-FAIRBANKS ISD	LINEBARGER GOGGAN BLAIR & SAMPSON, LLP	Tara L. Grundemeier	PO Box 3064			HOUSTON	TX	77253-3064	
Attorney General/Louisiana	Louisiana Attorney General	Attn Bankruptcy Department	1885 North Third Street			Baton Rouge	LA	70802	
Top 30	Maverick Logistics Services LLC	Sean Mosher	611 W Commerce St			Eastland	TX	76448	
Counsel for Claimant, Midland Central Appraisal District	MCCREARY, VESELKA, BRAGG & ALLEN, P.C.	Tara LeDay	P.O. Box 1269			Round Rock	TX	78680	
Attorney General/Minnesota	Minnesota Attorney General	Attn Bankruptcy Department	445 Minnesota St Suite 1400			St Paul	MN	55101-2131	
Attorney General/Missouri	Missouri Attorney General	Attn Bankruptcy Department	Supreme Court Bldg	207 W. High St.		Jefferson City	MO	65101	
Counsel for the chapter 7 trustee (Alfred Guilano) & Top 30	Modern Material Services LLC dba Arrow Material Services	David Carickhoff	c/o Archer & Greiner PC	300 Delaware Avenue	Suite 1100	Wilmington	DE	19801	
Attorney General/Montana	Montana Attorney General	Attn Bankruptcy Department	Justice Bldg	215 N. Sanders 3rd Fl		Helena	MT	59620-1401	
Top 30	MUL Railcars, Inc	J.T. Sharp	121 SW Morrison Street, Suite 1525			Portland	OR	97204	
Top 30	MVP Transport LLC	Mitchell Paystrup	787 Shavey Lane			Springville	UT	84663	
Attorney General/Nebraska	Nebraska Attorney General	Attn Bankruptcy Department	2115 State Capitol	P.O. Box 98920		Lincoln	NE	68509	
Attorney General/New Jersey	New Jersey Attorney General	Attn Bankruptcy Department	Richard J. Hughes Justice Complex	25 Market St	PO Box 080	Trenton	NJ	08625-0080	
Attorney General/New Mexico	New Mexico Attorney General	Attn Bankruptcy Department	408 Galisteo St	Villagra Building		Santa Fe	NM	87501	
Attorney General/New York	New York Attorney General	Attn Bankruptcy Department	Office of the Attorney General	The Capitol, 2nd Fl.		Albany	NY	12224-0341	
Top 30	Newpark Mats & Integrated Services LLC	Matthew Lanigan	410 17th Street, Suite 770			Denver	CO	80202	
Top 30	Norfolk Southern Railway Company	Mark George	3 Commercial Place			Norfolk	VA	23510	
Attorney General/North Dakota	North Dakota Attorney General	Attn Bankruptcy Department	600 E. Boulevard Ave.	Dept 125		Bismarck	ND	58505-0040	
Top 30	Oakdale Electric Cooperative	Rose Bartholomew	489 N. Oakwood St			Tomah	WI	54660	
Texas Attorney General	Office of the Attorney General	Bankruptcy & Collections Division	P. O. Box 12548- MC 008			Austin	TX	78711-2548	
Texas Attorney General	Office of the Attorney General	Ken Paxton	300 W. 15th St			Austin	TX	78701	
Attorney General/Ohio	Ohio Attorney General	Attn Bankruptcy Department	30 E. Broad St. 14th Fl			Columbus	OH	43215-0410	
Attorney General/Oklahoma	Oklahoma Attorney General	Attn Bankruptcy Department	313 NE 21st St			Oklahoma City	OK	73105	
Attorney General/Oregon	Oregon Attorney General	Attn Bankruptcy Department	1162 Court St. NE			Salem	OR	97301-4096	
COUNSEL FOR THE AD HOC GROUP	Paul, Weiss, Rifkind, Wharton & Garrison LLP	Brian S. Hermann Elizabeth R. McColm John T. Weber	1285 Avenue of the Americas			New York	NY	10019	
Counsel for the Ad Hoc Noteholder Committee	Paul, Weiss, Rifkind, Wharton & Garrison LLP	John Weber, Cooper Hawley, Elizabeth McColm, Brian Hermann, and Patrick Steel	1285 Avenue of the Americas			New York	NY	10019-6064	
Attorney General/Pennsylvania	Pennsylvania Attorney General	Attn Bankruptcy Department	16th Floor, Strawberry Square			Harrisburg	PA	17120	
Counsel for Howard County Tax Office and Kermit Independent School District	PERDUE, BRANDON, FIELDER, COLLINS & MOTT, L.L.P.	LAURA J. MONROE	P.O. Box 817			LUBBOCK	TX	79408	
Top 30	Permian Excavating LLC	Jay Gerke	15341 State Hwy 131			Tomah	WI	54660	
Counsel for the Ad Hoc Noteholder Committee	Porter Hedges LLP	John F. Higgins	1000 Main St., 36th Floor			Houston	TX	77002	
COUNSEL FOR CANTOR FITZGERALD SECURITIES, AS DIP TERM LOAN AGENT	Porter Hedges LLP	John F. Higgins Eric M. English M. Shane Johnson Megan N. Young-John	1000 Main Street, 36th Floor			Houston	TX	77002	
COUNSEL FOR THE AD HOC GROUP	PORTER HEDGES LLP	John F. Higgins Eric M. English M. Shane Johnson Megan N. Young-John	1000 Main Street, 36th Floor			Houston	TX	77002	
Top 30	Professional Trucking Services LLC	Max Gonzalez, Jr.	1501 South Loop 288 #104-305			Denton	TX	76205	
Attorneys for Trinity Industries Leasing Co.	REED SMITH LLP	Omar J. Alaniz	2850 N. Harwood Street, Suite 1500			Dallas	TX	75201	
Counsel for Bridge Funding Group, Inc. f/k/a Bridge Capital Leasing, Inc.	RICE PUGATCH ROBINSON STORFER & COHEN, PLLC	Arthur Halsey Rice	101 Northeast Third Avenue, Suite 1800			Fort Lauderdale	FL	33301	

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Top 30	Riverside Rail 1 LLC	Larry Littlefield	One Centerpointe Drive Suite 200			Lake Oswego	OR	97035	
Counsel for Caterpillar Financial Services Corporation	ROSS, BANKS, MAY, CRON & CAVIN, P.C.	John Mayer	7700 San Felipe, Suite 550			Houston	TX	77063	
Top 30	Sandbros Logistics LLC	Latoya Jones	3616 N County Rd 1148			Midland	TX	79705	
SEC Regional Office	Securities & Exchange Commission	Fort Worth Regional Office	801 Cherry Street, Suite 1900, Unit 18			Fort Worth	TX	76102	
SEC Headquarters	Securities & Exchange Commission	Secretary of the Treasury	100 F St NE			Washington	DC	20549	
Counsel for the agent under the Debtors' [postpetition credit facility]	Shipman & Goodwin	Kathleen LaManna, Danielle R. Furey, Nathan Z. Plotkin	1 Constitution Plz			Hartford	CT	06103-	
COUNSEL FOR CANTOR FITZGERALD SECURITIES, AS DIP TERM LOAN AGENT	Shipman & Goodwin LLP	Nathan Z. Plotkin Kathleen M. LaManna	One Constitution Plaza			Hartford	CT	06103-1919	
Counsel for the agent for the Debtors' prepetition secured asset-based revolving credit facility	Simpson Thatcher	Brandan Still and Evan West	600 Travis Street, Suite 5400			Houston	TX	77002	
Counsel for the agent for the Debtors' prepetition secured asset-based revolving credit facility	Simpson Thatcher	Cristina Liebolt	900 G Street, NW			Washington	DC	20001	
Counsel for the agent for the Debtors' prepetition secured asset-based revolving credit facility	Simpson Thatcher	Elisha Graff and Daniel Biller	425 Lexington Avenue			New York	NY	10017	
Top 30	STAAR Logistics	Crystal Neill	560 Myrtle St			Reynoldsville	PA	15851	
Representative of Stearns Bank NA	Stearns Bank National Association	Hannah Gilbert	4140 Thielman Lane			St.Cloud	MN	56301	
Top 30	Superior Industries, Inc.	Jarrod Felton	315 E Highway 28			Morris	MN	56267	
Top 30	Tex Energy Resources LLC	Santos-Sonia Uvalle	508 N Grandview Ave			Odessa	TX	79762	
Attorney General/Texas	Texas Attorney General	Attn Bankruptcy Department	300 W. 15th St			Austin	TX	78701	
ATTORNEYS FOR THE TEXAS COMPTROLLER OF PUBLIC ACCOUNTS	Texas Comptroller	Christopher S Murphy	PO Box 12548	Bankruptcy & Collections Div MC 008		Austin	TX	78711-2548	
Top 30	Texas Specialty Sands	Stuart Weinman	300 Throckmorton Street, Suite 300			Fort Worth	TX	76102	
Top 30	The Kunkle Group, LLC	Kelli Houser	8509 RT 954 HWY N			Creekside	PA	15732	
Top 30	Trinity Industries Leasing Company	Eric Marchetto	2525 N Stemmons Fwy			Dallas	TX	75207	
Indenture Trustee for the Debtors' prepetition notes - U.S. Bank National Association	U.S. Bank National Association	Attn: Corporate Trust	8 Greenway Plaza, Suite 1100			Houston	TX	77046-0892	
Top 30	U.S. Bank National Association as Trustee	Andrew Williams	1420 5th Avenue, 7th Floor			Seattle	WA	98101	
Top 30	U.S. Bank National Association as Trustee	Corporate Trust	8 Greenway Plaza, Suite 1100			Houston	TX	77046-0892	
Top 30	Union Pacific Railroad Company	Jim Vena	1400 Douglas Street			Omaha	NE	68179	
United States Attorney Office for the Southern District of Texas	US Attorney Office Southern District of Texas	Richard A. Kincheloe	1000 Louisiana	Suite 2300		Houston	TX	77002	
Office of the U.S. Trustee for the Southern District of Texas	US Trustee for the Southern District of Texas (Houston Division)	Stephen Statham and Hector Duran	515 Rusk Street	Suite 3516		Houston	TX	77002	
Counsel for CIT Bank, N.A.	Vedder Price PC	Michael L Schein Esq	1633 Broadway 31st Fl			New York	NY	10019	
Counsel for U.S. Bank National Association	WALLER LANSDEN DORTCH & DAVIS, LLP	David E. Lemke & Melissa W Jones	511 Union Street, Suite 2700			Nashville	TN	37219	
Counsel for U.S. Bank National Association	WALLER LANSDEN DORTCH & DAVIS, LLP	Morris D. Weiss	100 Congress Avenue, Suite 1800			Austin	TX	78701	
Wells Fargo Vendor Financial Services	Wells Fargo Vendor Financial Services LLC fka GE Capital Information Technology Solutions	Christine R Etheridge Bankruptcy Administration	PO Box 13708	c/o A Ricoh USA Program f/d/b/a IKON Financial Services		Macon	GA	31208-3708	
Attorney General/West Virginia	West Virginia Attorney General	Attn Bankruptcy Department	State Capitol Bldg 1 Rm E-26	1900 Kanawha Blvd., East		Charleston	WV	25305	

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Description	CreditorName	CreditorNoticeName	Address1	Address2	Address3	City	State	Zip	Country
Attorney General/Wisconsin	Wisconsin Attorney General	Attn Bankruptcy Department	Wisconsin Dept. of Justice	114 East, State Capitol	PO Box 7857	Madison	WI	53707-7857	
Attorney General/Wyoming	Wyoming Attorney General	Attn Bankruptcy Department	2320 Capitol Avenue	Kendrick Building		Cheyenne	WY	82002	

Exhibit P

Exhibit P
MSL/2002 Service List
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Description	CreditorName	CreditorNoticeName	Email
Counsel for Chevron U.S.A. Inc.	Andrews Myers, P.C.	Edward L. Ripley & Patrick A. Kelly	eripley@andrewsmyers.com; pkelly@andrewsmyers.com
Top 30	Atlas Sand Company, LLC	Hunter Wallace	hwallace@atlassand.com
Counsel for Trinity Industries Leasing Co.	BAKER BOTTS L.L.P.	Omar J. Alaniz	omar.alaniz@bakerbotts.com
Top 30	Bowlin Enterprises	Jon Bowlin	jbowlin@endeco.net
Top 30	Bridge Funding Group Inc.	Dan McKew	dmckew@bridgeunited.com
Attorney General/California	California Attorney General	Attn Bankruptcy Department	xavier.becerra@doj.ca.gov
Top 30	Canadian National Railway	Martin Cyr	Martin.Cyr@cn.ca
Counsel for the DIP Agent	Cantor Fitzgerald & Co	Bobbie Young	BYoung@cantor.com
Counsel for the DIP Agent	Cantor Fitzgerald & Co	Nils Horning	NHorning@cantor.com
Counsel for Superior Industries, Inc.	CHAMBERLAIN HRDLICKA	Jarrod B. Martin	Jarrod.Martin@chamberlainlaw.com
Top 30	Charco III Inc.	Pam Charles	pam.charles@charco3.com
Top 30	Chicago Freight Car Leasing Company	Paul Deasy	paul.deasy@crdx.com
Attorney General/Delaware	Delaware Attorney General	Attn Bankruptcy Department	attorney.general@state.de.us
EPA Headquarters	Environmental Protection Agency	Mail Code 2310A, Office of General Counsel	Leopold.Matt@EPA.gov
COUNSEL FOR THE WISCONSIN TORT CLAIMANTS	FITZPATRICK, SKEMP & BUTLER, LLC	Timothy S. Jacobson	tim@fitzpatrickskemp.com
Attorney General/Georgia	Georgia Attorney General	Attn Bankruptcy Department	Agcarr@law.ga.gov
Top 30	Gerke Excavating Inc	Jay Gerke	jjg@gerkeexcavating.com
Top 30	Greenbrier Leasing Company LLC	Adrian Downes	adrian.downes@gbrx.com
Counsel for Lexon Insurance Company and Endurance American Insurance Company (collectively, "Lexon")	Harris Beach PLLC	Lee E Woodard Esq	bkemail@harrisbeach.com
COUNSEL FOR THE WISCONSIN TORT CLAIMANTS	HAYNES AND BOONE, LLP	Patrick L. Hughes & Martha Wyrick	patrick.hughes@haynesboone.com; martha.wyrick@haynesboone.com
Top 30	Heyl Patterson Thermal Processing LLC	Doug Schieber	dschieber@carriervibrating.com
Counsel for the Debtors	Hunton Andrews Kurth LLP	Timothy A. ("Tad") Davidson II Ashley L. Harper	taddavidson@HuntonAK.com ashleyharper@HuntonAK.com
Attorney General/Illinois	Illinois Attorney General	Attn Bankruptcy Department	attorney_general@atg.state.il.us; michelle@lisamadigan.org
Attorney General/Indiana	Indiana Attorney General	Attn Bankruptcy Department	info@atg.in.gov
IRS	Internal Revenue Service	Centralized Insolvency Operation	Mimi.M.Wong@irscounsel.treas.gov
IRS	Internal Revenue Service	Centralized Insolvency Operation	Mimi.M.Wong@irscounsel.treas.gov
Counsel to Crestmark Vendor Finance, a division of MetaBank	JAFFE RAITT HEUER & WEISS, P.C.	Paul R. Hage	phage@jaffelaw.com
Claims and Noticing Agent	KCC	Michael Paque	HiCrushinfo@kccllc.com
COUNSEL FOR WEST TEXAS GAS, INC.	KELLY, MORGAN, DENNIS, CORZINE & HANSEN, P.C.	Michael G. Kelly	mkelly@kmdfirm.com
COUNSEL FOR ENDECO ENGINEERING, INC AND BOWLIN ENTERPRISES, LLC	KESSLER & COLLINS	HOWARD C. RUBIN & DANIEL P. CALLAHAN	hrubin@kesslercollins.com; dpc@kesslercollins.com
Top 30	KimberCo Services LLC	Sonia Gutierrez	sonia.g@kimbercollc.com
Counsel for the Debtors	Latham & Watkins LLP	George A. Davis, Keith A. Simon, David A. Hammerman, Annemarie V. Reilly, Hugh K. Murtagh	george.davis@lw.com keith.simon@lw.com; david.hammerman@lw.com annemarie.reilly@lw.com hugh.murtagh@lw.com
Counsel for ECTOR CAD	LINEBARGER GOGGAN BLAIR & SAMPSON, LLP	Don Stecker	sanantonio.bankruptcy@publicans.com
Counsel for HOOD CAD	LINEBARGER GOGGAN BLAIR & SAMPSON, LLP	Elizabeth Weller	dallas.bankruptcy@publicans.com
Counsel for HARRIS COUNTY & Counsel for CYPRESS-FAIRBANKS ISD	LINEBARGER GOGGAN BLAIR & SAMPSON, LLP	Tara L. Grundemeier	houston_bankruptcy@publicans.com
Attorney General/Louisiana	Louisiana Attorney General	Attn Bankruptcy Department	Executive@ag.louisiana.gov
Top 30	Maverick Logistics Services LLC	Sean Mosher	sean@mavericklogistics.us
Counsel for Claimant, Midland Central Appraisal District	MCCREARY, VESELKA, BRAGG & ALLEN, P.C.	Tara LeDay	tleday@mvbalaw.com
Attorney General/Minnesota	Minnesota Attorney General	Attn Bankruptcy Department	ag.replies@ag.state.mn.us
Attorney General/Missouri	Missouri Attorney General	Attn Bankruptcy Department	attorney.general@ago.mo.gov
Counsel for the chapter 7 trustee (Alfred Guilano) & Top 30	Modern Material Services LLC dba Arrow Material Services	David Carickhoff	dcarickhoff@archerlaw.com
Attorney General/Montana	Montana Attorney General	Attn Bankruptcy Department	contactocp@mt.gov
Top 30	MUL Railcars, Inc	J.T. Sharp	jtsharp@mac.com
Top 30	MVP Transport LLC	Mitchell Paystrup	mitchellpaystrup@gmail.com
Attorney General/Nebraska	Nebraska Attorney General	Attn Bankruptcy Department	ago.info.help@nebraska.gov
Attorney General/New Jersey	New Jersey Attorney General	Attn Bankruptcy Department	Heather.Anderson@law.njoag.gov
Attorney General/New Mexico	New Mexico Attorney General	Attn Bankruptcy Department	hbalderas@nmag.gov
Attorney General/New York	New York Attorney General	Attn Bankruptcy Department	Norman.fivel@ag.ny.gov; Louis.Testa@ag.ny.gov
Top 30	Newpark Mats & Integrated Services LLC	Matthew Lanigan	mlanigan@newpark.com
Attorney General/North Dakota	North Dakota Attorney General	Attn Bankruptcy Department	ndag@nd.gov
Texas Attorney General	Office of the Attorney General	Ken Paxton	communications@oag.texas.gov
Attorney General/Ohio	Ohio Attorney General	Attn Bankruptcy Department	Jonathan.fulkerson@ohioattorneygeneral.gov; trish.lazich@ohioattorneygeneral.gov
Attorney General/Oklahoma	Oklahoma Attorney General	Attn Bankruptcy Department	ConsumerProtection@oag.ok.gov
Attorney General/Oregon	Oregon Attorney General	Attn Bankruptcy Department	Fred.Boss@doj.state.or.us
COUNSEL FOR THE AD HOC GROUP	Paul, Weiss, Rifkind, Wharton & Garrison LLP	Brian S. Hermann, Elizabeth R. McColm, John T. Weber	bhermann@paulweiss.com; emccolm@paulweiss.com; jweber@paulweiss.com
Counsel for the Ad Hoc Noteholder Committee	Paul, Weiss, Rifkind, Wharton & Garrison LLP	John Weber, Cooper Hawley, Elizabeth McColm, Brian Hermann, and Patrick Steel	jweber@paulweiss.com; shawley@paulweiss.com; emccolm@paulweiss.com; bhermann@paulweiss.com; psteel@paulweiss.com

Exhibit P
MSL/2002 Service List
Served via Electronic Mail

Description	CreditorName	CreditorNoticeName	Email
Attorney General/Pennsylvania	Pennsylvania Attorney General	Attn Bankruptcy Department	info@attorneygeneral.gov
Counsel for Howard County Tax Office and Kermit Independent School District	PERDUE, BRANDON, FIELDER, COLLINS & MOTT, L.L.P.	LAURA J. MONROE	lmbkr@pbfcm.com
Top 30	Permian Excavating LLC	Jay Gerke	jjg@gerkeexcavating.com
Counsel for the Ad Hoc Noteholder Committee	Porter Hedges LLP	John F. Higgins	jhiggins@porterhedges.com
COUNSEL FOR CANTOR FITZGERALD SECURITIES, AS DIP TERM LOAN AGENT	Porter Hedges LLP	John F. Higgins, Eric M. English, M. Shane Johnson, Megan N. Young-John	jhiggins@porterhedges.com; eenglish@porterhedges.com; sjohnson@porterhedges.com; myoung-john@porterhedges.com
COUNSEL FOR THE AD HOC GROUP	PORTER HEDGES LLP	John F. Higgins, Eric M. English, M. Shane Johnson, Megan N. Young-John	jhiggins@porterhedges.com; eenglish@porterhedges.com; sjohnson@porterhedges.com; myoung-john@porterhedges.com
Attorneys for Trinity Industries Leasing Co.	REED SMITH LLP	Omar J. Alaniz	oalaniz@reedsmith.com
Counsel for Bridge Funding Group, Inc. f/k/a Bridge Capital Leasing, Inc.	RICE PUGATCH ROBINSON STORFER & COHEN, PLLC	Arthur Halsey Rice	arice@rprslaw.com
Top 30	Riverside Rail 1 LLC	Larry Littlefield	lelittlefield@gmail.com
Counsel for Caterpillar Financial Services Corporation	ROSS, BANKS, MAY, CRON & CAVIN, P.C.	John Mayer	jmayer@rossbanks.com
Top 30	Sandbros Logistics LLC	Latoya Jones	info@sandbrosllc.com
SEC Regional Office	Securities & Exchange Commission	Fort Worth Regional Office	dfw@sec.gov
SEC Headquarters	Securities & Exchange Commission	Secretary of the Treasury	secbankruptcy@sec.gov
Counsel for the agent under the Debtors' [postpetition credit facility]	Shipman & Goodwin	Kathleen LaManna, Danielle R. Furey, Nathan Z. Plotkin	klamanna@goodwin.com; DFurey@goodwin.com; NPlotkin@goodwin.com
COUNSEL FOR CANTOR FITZGERALD SECURITIES, AS DIP TERM LOAN AGENT	Shipman & Goodwin LLP	Nathan Z. Plotkin, Kathleen M. LaManna	nplotkin@goodwin.com; klamanna@goodwin.com
Counsel for the agent for the Debtors' prepetition secured asset-based revolving credit facility	Simpson Thatcher	Brandan Still and Evan West	brandan.still@stblaw.com; evan.west@stblaw.com
Counsel for the agent for the Debtors' prepetition secured asset-based revolving credit facility	Simpson Thatcher	Cristina Liebolt	cristina.liebolt@stblaw.com
Counsel for the agent for the Debtors' prepetition secured asset-based revolving credit facility	Simpson Thatcher	Elisha Graff and Daniel Biller	egraff@stblaw.com; daniel.biller@stblaw.com
Top 30	STAAR Logistics	Crystal Neill	cneill@staarlogistics.com
Representative of Stearns Bank NA	Stearns Bank National Association	Hannah Gilbert	hannahg@stearnsbank.com
Top 30	Superior Industries, Inc.	Jarrod Felton	jarrod.felton@superior-ind.com
Top 30	Tex Energy Resources LLC	Santos-Sonia Uvalle	texenergyresources@gmail.com
Attorney General/Texas	Texas Attorney General	Attn Bankruptcy Department	bankruptcytax@oag.texas.gov; communications@oag.texas.gov
ATTORNEYS FOR THE TEXAS COMPTROLLER OF PUBLIC ACCOUNTS	Texas Comptroller	Christopher S Murphy	christopher.murphy@oag.texas.gov
Top 30	Texas Specialty Sands	Stuart Weinman	stuart.weinman@tssands.com
Top 30	The Kunkle Group, LLC	Kelli Houser	kunklegroup@gmail.com
Top 30	Trinity Industries Leasing Company	Eric Marchetto	eric.marchetto@trin.net
Top 30	U.S. Bank National Association as Trustee	Andrew Williams	andrew.williams3@usbank.com
Top 30	Union Pacific Railroad Company	Jim Vena	jimvena@up.com
United States Attorney Office for the Southern District of Texas	US Attorney Office Southern District of Texas	Richard A. Kincheloe	richard.kincheloe@usdoj.gov
Office of the U.S. Trustee for the Southern District of Texas	US Trustee for the Southern District of Texas (Houston Division)	Stephen Statham and Hector Duran	stephen.statham@usdoj.gov; hector.duran.jr@usdoj.gov
Counsel for CIT Bank, N.A.	Vedder Price PC	Michael L Schein Esq	mschein@vedderprice.com
Counsel for U.S. Bank National Association	WALLER LANSDEN DORTCH & DAVIS, LLP	David E. Lemke & Melissa W Jones	david.lemke@wallerlaw.com; melissa.jones@wallerlaw.com
Counsel for U.S. Bank National Association	WALLER LANSDEN DORTCH & DAVIS, LLP	David E. Lemke & Melissa W Jones	david.lemke@wallerlaw.com; melissa.jones@wallerlaw.com
Counsel for U.S. Bank National Association	WALLER LANSDEN DORTCH & DAVIS, LLP	Morris D. Weiss	morris.weiss@wallerlaw.com
Counsel for U.S. Bank National Association	WALLER LANSDEN DORTCH & DAVIS, LLP	Morris D. Weiss	morris.weiss@wallerlaw.com
Attorney General/West Virginia	West Virginia Attorney General	Attn Bankruptcy Department	consumer@wvago.gov
Attorney General/Wisconsin	Wisconsin Attorney General	Attn Bankruptcy Department	radkeke@doj.state.wi.us
Attorney General/Wyoming	Wyoming Attorney General	Attn Bankruptcy Department	judy.mitchell@wyo.gov

Exhibit Q

Exhibit Q
Creditor Matrix
Served via First Class Mail

CreditorName	CreditorNoticeName	Address1	Address2	Address3	City	State	Zip	Country
10021576 MANITOBA LTD.		PO BOX 473			WINKLER	MB	R6W4A6	CANADA
113 LOGISTICS, LLC		P.O. BOX 19052			GOLDEN	CO	80402	
1612961 ALBERTA INC. DBA TECH CAMPUS		121 CITYSCAPE GARDENS NE			CALGARY	AB	T3N 0M6	CANADA
23 LTD DBA BRADSBY GROUP		1700 BROADWAY STE 1500			DENVER	CO	80290	
24/7 SANDS		210 S. CARANCAHUA, STE #600			CORPUS CHRISTI	TX	78401	
360 RAIL SERVICES, LLC		385 INVERNESS PKWY	SUITE 250		ENGLEWOOD	CO	80112	
3M DETECTION SOLUTIONS		1060 CORPORATE CENTER DRIVE			OCONOMOWOC	WI	53066	
4D SIGNWORX		2022 PECH ROAD			HOUSTON	TX	77055	
4M LOGISTICS LLC		5604 COLORADO AVENUE			ODESSA	TX	79762	
6703 LLC DBA BOBTAIL EXPRESS		15015 GARRETT RD.	#6		HOUSTON	TX	77044	
A & D TRUCKING LLC		PO BOX 41			ROCK SPRINGS	WY	82902	
A & I PRODUCTS, CANADA, INC		PO BOX 820			ALTONA	MB	R0G0B0	CANADA
A & I PRODUCTS, INC.	ATI PRODUCTS, INC.	5100-W W.T. HARRIS BLVD			CHARLOTTE	NC	28267	
A.F. GELHAR CO. INC.		PO BOX 187			MARKESAN	WI	53946	
A.S.A. AND ASSOCIATES INC.		8112 OAKMONT DR.			BURLESON	TX	76028	
A.W, FABACHER TRANSPORT LLC		2317 CLEARVIEW DR.			FORT WORTH	TX	76119	
A+ HOT SHOT & TRUCKING INC		119 W 6TH STREET			ODESSA	TX	79761	
Aash Hitendrakumar Shah		400 Liberty Av			Jersey City	NJ	07307	
ABATEMENT & ENVIRONMENTAL SERVICES LLC	DBA AES SPECIALTY CONTRACTORS	1441 HUGH AVE.			LOUISVILLE	KY	40213	
ABBOTT, ROBERT J		Address on File						
ABCO SAFETY	ABATEMENT CO-OPERATIVES GROUP, INC.	11183 WOODWARD LANE			CINCINNATI	OH	45421	
ABDUAFEES, SAHEED		Address on File						
ABDUL AZEEZ, YAHYA AYOFE		Address on File						
ABDUL-BAQQEE, JALIL		Address on File						
ABIODUN, IBUKUN		Address on File						
ABLE CONCRETE, INC.		1090 WILSON AVENUE			STEUBENVILLE	OH	43952	
ABRAHAMS, KASLOW & CASSMAN LLP		872 WEST DODGE ROAD, SUITE 300			OMAHA	NE	68114	
ABREGO, GERARDO		Address on File						
ACCEL LOGISTICS INC		PO BOX 201994			ARLINGTON	TX	76006	
ACCOLA, KEVIN E		Address on File						
ACCUTRAC CAPITAL ITC INC	DEPARTMENT 730059	PO BOX 660919			DALLAS	TX	75266	
ACE AMERICAN INSURANCE COMPANY		436 WALNUT STREET			PHILADELPHIA	PA	19106	
ACE CONCRETE COMPANY LLC	DBA ACE MATERIAL PLACING INC.	2499 ROBERT HOMB DRIVE			SOUTH WAYNE	WI	53587	
ACEVEDO, FERNANDO J		Address on File						
ACOSTA, SULEMA		Address on File						
ACP HIP SPLITTER (OFFSHORE) LP		65 E 55TH ST FL 18			NEW YORK	NY	10022	
ACP HIP SPLITTER LP		65 E 55TH ST FL 18			NEW YORK	NY	10022	
ACREE, WANDA JEAN		Address on File						
Adam DEBenedittis		29 Breeze Ave, Apt 5			Venice	CA	90291	
ADAME, VALERIE RODRIGUEZ		Address on File						
ADAMS, JACOB J		Address on File						
ADDINGTON, SETH RYAN		Address on File						
ADDISON PROFESSIONAL FINANCIAL SEARCH, LLC		7076 SOLUTIONS CENTER			CHICAGO	IL	60677	
ADE & COMPANY		2157 HENDERSON HIGHWAY			WINNIPEG	MB	R2G 1P9	CANADA
ADEBAYO, RASHEED		Address on File						
ADEDOYIN, ADEBISI AYOBAMI		Address on File						
ADEEYO, ABAYOMI		Address on File						
ADEKOLA, JIM		Address on File						
ADEMULEGUN, ADEMOLA		Address on File						
ADKINS, CHAD		Address on File						
ADMIRAL INSURANCE COMPANY		1000 HOWARD BOULEVARD	P.O. BOX 5430	SUITE 300	MOUNT LAUREL	NJ	08054	

Exhibit Q
Creditor Matrix
Served via First Class Mail

CreditorName	CreditorNoticeName	Address1	Address2	Address3	City	State	Zip	Country
ADP SCREENING AND SELECTION SERVICES INC		PO BOX 645177			CINCINNATI	OH	45264	
ADRIAN, MARVIN		Address on File						
ADVANCE AUTO PARTS	C/O AAP FINANCIAL SERVICES	PO BOX 742063			ATLANTA	GA	30374-2063	
ADVANCED DISPOSAL		2626 MONDOVI ROAD			EAU CLAIRE	WI	54701	
AERO TRANSPORTATION PRODUCTS, INC.		P.O. BOX 1058			INDEPENDENCE	MO	64051	
AFCO	DEPT. 0809	PO BOX 120809			DALLAS	TX	75312	
AFCO		P.O. BOX 4795			CAROL STREAM	IL	60197-4795	
AFFINITECH, INC.		1264 PARK ROAD			CHANHASSEN	MN	55317	
AFFLECK-GRAVES, JOHN		Address on File						
AGBALAYA, QUDUS		Address on File						
AGILITY ENERGY, INC		9875 JORDAN GATEWAY			SOUTH JORDAN	UT	84095	
AGRA INDUSTRIES, INC.	ATTN PAT HINNER	1211 WEST WATER STREET			MERRILL	WI	54452	
AGUIRRE, HECTOR J		Address on File						
AHERN RENTALS, INC		PO BOX 271390			LAS VEGAS	NV	89127	
AHLGRIMM EXPLOSIVES COMPANY, INC.		1829 E. RAVENSWOOD CT.			APPLETON	WI	54913	
AIG SPECIALTY INSURANCE COMPANY		500 WEST MADISON STREET	SUITE 3000		CHICAGO	IL	60661	
AIM FRAC LOGISTICS	AIM ENERGY & CHEMICALS LLC	PO BOX 259			KATY	TX	77492	
AIM GLOBAL LOGISTICS		PO BOX 259			KATY	TX	77492	
AIM TRANSPORTATION LLC		PO BOX 190			KATY	TX	77492	
AIR COMM CORPORATION		4840 S 35TH STREET			PHOENIX	AZ	85040	
AIR COMPRESSOR SOLUTIONS INC.		3001 KERMIT HWY			ODESSA	TX	79764	
AIR LINK INTERNATIONAL		1189-A N. GROVE ST.			ANAHEIM	CA	92806	
AIR QUALITY SYSTEMS		207 W. MAIN STREET	SUITE 202		ALLEN	TX	75013	
AIRPRO FAN AND BLOWER COMPANY		P.O. BOX 543			RHINELANDER	WI	54501	
AK WELDING AND FABRICATION	ATTN AARON O FISCHER	406 N GARDEN CT.			PLATTEVILLE	CO	80651	
AKENS ENGINEERING ASSOCIATES, INC.		219 E MAIN STREET			SHIREMANSTOWN	PA	17011	
AKINYELE, BENJAMIN		Address on File						
AKPEGHUGHU, MATTHEW		Address on File						
Alan G Hembel		2504 Nina Court			Middleton	WI	53562	
ALBAUGH, CHRISTOPHER D		Address on File						
Albert D Simpson		10717 Mexico Farms Rd SE			Cumberland	MD	21502	
Albert D Simpson & Linda S Simpson	Albert & Linda Simpson	10717 Mexico Farms Rd SE			Cumberland	MD	21502	
ALBRECHT, DERICK D		Address on File						
ALBRIGHT, RICHARD		Address on File						
ALCANTAR, ALEJANDRO		Address on File						
ALDANA, JOSE ANGEL		Address on File						
ALDON COMPANY		3410 SUNSET AVENUE			WAUKEGAN	IL	60087-3295	
ALEMAN, ARTURO		Address on File						
ALERT MEDIA, INC		901 S. MO-PAC EXPRESSWAY BLDG 3	STE 400		AUSTIN	TX	78746	
ALFORD, PAUL ANTHONY		Address on File						
Alfred H. Keith		25 Groveland Terrace			Minneapolis	MN	55403	
A-LINE MACHINE TOOL CO.		800 MONITOR ST.	P.O. BOX 1566		LA CROSSE	WI	54602-1566	
ALL HOURS ELECTRIC, INC		810 W PIONEER DRIVE			IRVING	TX	75061	
ALLAN GERKE & SONS INC.		15341 STATE HWY 131			TOMAH	WI	54660	
ALLBRIGHT & ASSOCIATES INC.		8011 ANDREWS HWY			ODESSA	TX	79765	
ALLEGHENY BELTING, INC.		491, APT # 1, JAPP ROAD			SUMMERHILL	PA	15958	
ALLEN, GILLIS LADELL		Address on File						
ALLIANCE 2020, INC		PO BOX 4248			KENTON	WA	98057	
ALLIANCE RECOVERY, LLC		12407 COUNTY ROAD 2300			LUBBOCK	TX	79316	
ALLIANT ENERGY	ATTN CHRIS HAMM	338 E STATE STREET			MAUSTON	WI	53948	
ALLIANT ENERGY CORPORATION		4902 NORTH BILTMORE LANE			MADISON	WI	53718	
ALLIANT INSURANCE SERVICES INC		PO BOX 840919			DALLAS	TX	75284	
ALLIANT INSURANCE SERVICES, INC.		1301 DOVE ST. SUITE 200			NEWPORT BEACH	CA	92660	
Allie Rose Bohus		PO Box 490			Inkom	ID	83245	
ALLIED 100 LLC		1800 US HWY 51N			WOODRUFF	WI	54568	

Exhibit Q
Creditor Matrix
Served via First Class Mail

CreditorName	CreditorNoticeName	Address1	Address2	Address3	City	State	Zip	Country
ALLIED WORLD ASSURANCE COMPANY		1690 NEW BRITAIN AVE.			FARMINGTON	CT	06032	
ALLSTATE PETERBILT GROUP		1620 WINNEBAGO AVE.			TOMAH	WI	54660	
ALMALIKI, FALAH		Address on File						
ALONSO, JOSE A		Address on File						
ALPHA & OMEGA CS&C INC.		PO BOX 433			ODESSA	TX	79760	
ALPHAGRAPHICS BROZEMAN	COLOR WORLD OF MONTANA INC	PO BOX 1088			BOZEMAN	MT	59771	
ALSTON III, JEFFERIES		Address on File						
ALSTON, DERRICK		Address on File						
ALSTON, JAY		Address on File						
ALVARADO, ALFONSO		Address on File						
ALVAREZ, ARACELY		Address on File						
ALVAREZ, CHRISTOPHER MICHAEL		Address on File						
ALVAREZ, GUSTAVO A		Address on File						
ALVAREZ, HUMBERTO		Address on File						
ALVIZO, LYNN		Address on File						
Amanda Marie Marbut		2794 North Tyndall Avenue			Tucson	AZ	85719	
AMARILLO TRAILER SALES & RENTALS INC		PO BOX 32018			AMARILLO	TX	79120	
AMEGY BANK		PO BOX 4837			HOUSTON	TX	77210-4837	
AMEGY BANK NATIONAL ASSOCIATION, AS ADMINISTRATIVE AGENT		4400 POST OAK PARKWAY			HOUSTON	TX	77027	
AMERICAN CRANE & EQUIPMENT		PO BOX 13293			ODESSA	TX	79768	
AMERICAN ELECTRIC POWER		1 RIVERSIDE PLAZA			COLUMBUS	OH	43215	
AMERICAN FENCE COMPANY		2464 118TH STREET			CHIPPEWA FALLS	WI	54729	
AMERICAN OIL & GAS REPORTER	C/O NATIONAL PUBLISHERS GROUP INC	PO BOX 343			DERBY	KS	67037	
AMERICAN STATE EQUIPMENT CO. INC.		2055 SOUTH 108TH STREET			MILWAUKEE	WI	53227	
AMERICAN STATE EQUIPMENT CO. INC.		PO BOX 270287			MILWAUKEE	WI	53227	
AMERICAS FACTORS, INC		10430 - 28 PIONEER BLVD			SANTA FE SPRINGS	CA	90670	
AMERIFIELD, INC		301 S BOULDER AVE, STE 900			TULSA	OK	74119	
AMERISOURCE FUNDING, INC		7225 LANGTRY STREET			HOUSTON	TX	77040	
AMOS, CHASE TYLER		Address on File						
Amy Harding		401 Clifton Ave			Collingdale	PA	19023	
Amy Hembree McChesney, Executor of the Estate of Alan M. Johnson		459 Cascade Ln.			Blue Ridge	GA	30513	
ANCHOR TECHNICAL SERVICES LLC		3348 PEDEN RD			FORT WORTH	TX	76179	
ANDERSEN, MEGAN N		Address on File						
ANDERSON, JACOB RYAN		Address on File						
ANDERSON, JEREMY L		Address on File						
ANDERSON, MICHAEL TODD		Address on File						
ANDREWS INDUSTRIAL CONTROLS, INC.		108 ROSSLYN ROAD, PO BOX 251			CARNEGIE	PA	15106	
ANGELES, THOMAS		Address on File						
ANGELO, CARMEN M		Address on File						
Anita Paloczai Armbuster		7786 Hawk View Road			Germansville	PA	18053	
ANNINOS, LAURA		Address on File						
ANNUAL REPORT PROCESSING CENTER	SECRETARY OF STATE - STATE OF ND	PO BOX 5513			BISMARCK	ND	58506	
Anthony Lopez		POB 2341			Spotsylvania	VA	22553	
AON CONSULTING INC.		29695 NETWORK PLACE			CHICAGO	IL	60673	
AP LOGISTICS, LLC		PO BOX 265			JEWETT	TX	75846	
APEX CAPITAL LP		PO BOX 961029			FT. WORTH	TX	76161	
APH STORES, INC. DBA AUTO VALUE WHITEHALL		PO BOX 217	36414 MAIN STREET		WHITEHALL	WI	54773	
APPALACHIA TRANSFER SERVICES, LLC		101 HILLPOINTE DR. SUITE 114			CANONSBURG	PA	15317	
APPLIED INDUSTRIAL TECHNOLOGIES		22510 NETWORK PLACE			CHICAGO	IL	60673-1225	

Exhibit Q
Creditor Matrix
Served via First Class Mail

CreditorName	CreditorNoticeName	Address1	Address2	Address3	City	State	Zip	Country
APPLIED INDUSTRIAL TECHNOLOGIES - MAINLINE INC.		22510 NETWORK PLACE			CHICAGO	IL	60673	
APPLIED INDUSTRIAL TECHNOLOGIES LP		BOX 745 STN MAIN			WINNIPEG	MB	R3C 2L4	CANADA
APPLIED MAINTENANCE SUPPLIES & SOLUTIONS LLC		22510 NETWORK PLACE			CHICAGO	IL	60673-1225	
APPLIED PROCESS EQUIPMENT INC.		9332 NORTH 95TH WAY SUITE B-106			SCOTTSDALE	AZ	85258	
AQUA WATER INC.		PO BOX 1229			NEWARK	NJ	07101	
ARAMARK SERVICES INC		27310 NETWORK PLACE			CHICAGO	IL	60673	
ARANDA, FABIAN		Address on File						
ARB MIDSTREAM LLC	DBA ARB NIOBRARA CONNECTOR LLC	1600 BROADWAY, SUITE 2400			DENVER	CO	80202	
ARCADE PORTABLES LLC		P.O. BOX 194			ETTRICK	WI	54627	
ARCADE PORTABLES LLC		PO BOX 194			ETTRICK	WI	54627-0194	
ARCENEAUX, LAMBERT		Address on File						
ARELLANO, CRISTIAN		Address on File						
ARGUIJO OILFIELD SERVICES, INC		2800 W 42ND STREET			ODESSA	TX	79764	
ARIA HAULING & EXCAVATING INC.		1800 COUNTY ROAD			WEIRTON	WV	26062	
ARIBA		PO BOX 642962			PITTSBURGH	PA	15264-2962	
ARIES RESIDENCE SUITES		2900 S. QUINCY STREET	SUITE 425		ARLINGTON	VA	22206	
ARIES SPV, LLC		2900 S. QUINCY STREET, SUITE 425			ARLINGTON	VA	22206	
ARING EQUIPMENT CO INC		BOX 88256			MILWAUKEE	WI	53288-0256	
ARKADIN INC (AT CONFERENCE)		P.O. BOX 347261			PITTSBURGH	PA	15251	
ARKANSAS DEPT. OF FINANCE & ADMIN.	MISCELLANEOUS TAX DIVISION	PO BOX 896, ROOM 2340			LITTLE ROCK	AR	72203-0896	
ARLENAS PLANT SCOPE AND DESIGN		N39486 WITT HILL RD			WHITEHALL	WI	54773	
Arlon Edward Parks III		4203 Crestwood Road			Richmond	VA	23227	
ARMENDARIZ, CARLOS		Address on File						
ARMENDARIZ, DAVID		Address on File						
ARMENDARIZ, MODESTO		Address on File						
ARMENDARIZ, STEVEN V		Address on File						
ARNDT, HUNTER J		Address on File						
ARNOLD OIL COMPANY OF AUSTIN, LP		PO BOX 18089			AUSTIN	TX	78760	
ARREOLA, AYRWIN		Address on File						
ARTHUR C. MCDERMITT, JR. DBA A.C. MCDERMITT, INC.		285 MCCREADY RD.			BURGETTSTOWN	PA	15021	
ARTS TRUCKS & EQUIPMENT		3001 W EXPRESSWAY 83			MCALLEN	TX	78503	
ARTSCHWAGER, ERIC		Address on File						
ARZOLA, ROGELIO		Address on File						
ASAP DRUG SOLUTIONS, INC.		PO BOX 11329			CARSON	CA	90749	
ASKINS JR., HERSHEL		Address on File						
ASSOCIATED ENVIRONMENTAL INDUSTRIES,CORP.		PO BOX 5300			NORMAN	OK	73070	
ASSOCIATED INDUSTRIAL BRUSH COMPANY LTD		577 SECRETARIAT COURT			MISSISSAUGA	ON	LS5 2A5	CANADA
ASSOCIATED REVENUE PARTNERS	JSJD MEDIA, LLC	500 N CENTRAL EXPRESSWAY, SUITE 231			PLANO	TX	75074	
ASSOCIATED SUPPLY COMPANY, INC.		PO BOX 3888			LUBBOCK	TX	79452	
ASTORGA, ISRAEL		Address on File						
ASTRON LEASING LLC		PO BOX 5711			EUGENE	OR	97405	
AT & T		PO BOX 105068			ATLANTA	GA	30348	
AT & T		PO BOX 5080			CAROL STREAM	IL	60197	
AT&T	ATTN CUSTOMER WORK ORDER GROUP	817 W. NORTH LOOP BLVD., ROOM 200			AUSTIN	TX	78756	
AT&T	C/O BANKRUPTCY	4331 COMMUNICATIONS DR	FLOOR 4W		DALLAS	TX	75211	
AT&T		PO BOX 6463			CAROL STREAM	IL	60197	
ATANDA, OLAWALE SHAKIRU		Address on File						
ATC as Cust for IRA Sonia B. Robertson	Sonia B. Robertson	336 Danforth St			Portland	ME	04102	

Exhibit Q
Creditor Matrix
Served via First Class Mail

CreditorName	CreditorNoticeName	Address1	Address2	Address3	City	State	Zip	Country
ATC as Cust in IRA John O. Robertson	John Overton Robertson	336 Danforth St.			Portland	ME	04102	
ATKINSON ROLL OFF		289 LAIRDS CROSSING RD.			WORTHINGTON	PA	16262	
ATLANTIC BROADBAND		2 BATTERYMARCH PARK	SUITE 205		QUINCY	MA	02169	
ATLANTIC BROADBAND		PO BOX 371801			PITTSBURGH	PA	15250-7801	
ATLAS SAND COMPANY, LLC		5914 W. COURTYARD DR.	STE 200		AUSTIN	TX	78730	
ATMOS ENERGY CORPORATION		PO BOX 650205			DALLAS	TX	75265	
ATOKA TRAILER & MANUFACTURING, LLC		PO BOX 569			ATOKA	OK	74525	
Aubrey Ducker		201 E Pine St Suite 445			Orlando	FL	32801	
AUDERE PARTNERS, INC		999 18TH STREET, SUITE 3000			DENVER	CO	80202	
AUGUSTA FOOD PANTRY		513 N. SPRING STREET			AUGUSTA	WI	54722	
AUGUSTA SCHOOL DISTRICT		E19320 BARTIG ROAD			AUGUSTA	WI	54722	
AUGUSTA TIRE & AUTO COMPANY LLC		250 INDUSTRIAL DRIVE			AUGUSTA	WI	54722	
AUGUSTA TRUE VALUE HARDWARE		LINCOLN STREET P O BOX 9			AUGUSTA	WI	54722	
AULT, ANN OGLESBY		Address on File						
AUMA ACTUATORS INC		100 SOUTHPOINTE BLVD			CANONSBURG	PA	15317	
AUSTIN, RONIKA		Address on File						
AUTOMATIONDIRECT.COM INC		P O BOX 402417			ATLANTA	GA	30384-2417	
AUTOMATIZE LOGISTICS LLC		2833 CROCKETT STREET, SUITE 101			FORT WORTH	TX	76107	
AVALOS, ANGEL		Address on File						
AVIATION WAREHOUSE		20020 EL MIRAGE AIRPORT ROAD			EL MIRAGE	CA	92301	
AVILES, TODD		Address on File						
AVIS BUDGET GROUP INC	C/O SEDGWICK CLAIMS MGMT SERVICES A	PO BOX 93206			CLEVELAND	OH	44193	
AVISTA CAPITAL HOLDINGS LP		65 E 55TH ST FL 18			NEW YORK	NY	10022	
AWS		2100 OLSON DR.	P.O. BOX 1011		CHIPPEWA FALLS	WI	54729	
AXLEY BRYNELSON LLP		2 EAST MIFFLIN STREET, SUITE 200	PO BOX 1767		MADISON	WI	53701-1767	
AYALA, CHRISTIAN		Address on File						
AYERS, MICHAEL J		Address on File						
AZFAB		PO BOX 326			BRIDGEPORT	TX	76426	
B & B FENCE		415 N. WOODARD AVE.			TOMAH	WI	54660-1250	
B & R SEPTIC SERVICES		PO BOX 3068			BIG SPRING	TX	79721	
B&B ELECTRIC INC.		1303 WESTERN AVE.			EAU CLAIRE	WI	54703	
B&B WRECKER SERVICE		2738 WEST F STREET			PECOS	TX	79772	
B&H FOTO & ELECTRONICS CORP. DBA B&H PHOTO VIDEO		PO BOX 28072			NEW YORK	NY	10087	
B.W. SINCLAIR, INC.		PO BOX 1111			WICHITA FALLS	TX	76307-1111	
BACA, JOSE		Address on File						
BACH, ANDREW W		Address on File						
BACK, NATE D		Address on File						
BACKUS, BRANDON E		Address on File						
BADGER DAYLIGHTING CORP.		LB #1627	PO BOX 95000		PHILADELPHIA	PA	19195-0001	
BADGER MINING CORPORATION		409 S. CHURCH ST.			BERLIN	WI	54923	
BADGER SCALE INC		1182 W SCOTT STREET	P O BOX 629		FOND DU LAC	WI	54936-0629	
BADGER STAINLESS INC.		P.O. BOX 216			PIGEON FALLS	WI	54760	
BAEZ, GILBERTO		Address on File						
BAEZA, KYLIAN J		Address on File						
BAGHOUSE AMERICA, INC.		DEPT # 880152	PO BOX 29650		PHOENIX	AZ	85038	
BAILEY MACHINE COMPANY INCORPORATED		1516 MORRELL AVE			CONNELLSVILLE	PA	15425	
BAILEY, CALDWELL		Address on File						
BAILEY, JAMIE LEE		Address on File						
BAILON, MIGUEL		Address on File						
BAKER, CLAIR OCONNELL		Address on File						
BALBOA, CLAUDIO J		Address on File						
BALDWIN SUPPLY COMPANY		601 11TH AVENUE SOUTH			MINNEAPOLIS	MN	55415	
BALDWIN SUPPLY COMPANY		PO BOX 855672			MINNEAPOLIS	MN	55485	
BALDWIN, JUSTIN R.		Address on File						

Exhibit Q
Creditor Matrix
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CreditorName	CreditorNoticeName	Address1	Address2	Address3	City	State	Zip	Country
BALOGUN, SEYI MACBETH		Address on File						
BAM CAPITAL LLC		PO BOX 207120			DALLAS	TX	75320	
BAM FAN ACCESSORIES		1455 BRUMMEL AVE.			ELK GROVE VILLAGE	IL	60007	
BANKS, DAVID WAYNE		Address on File						
BANMAN, GLENN CAMERON		Address on File						
BARHYTE, MATTHEW J		Address on File						
BARKER, WILLIAM		Address on File						
BARKER, WILLIAM E		Address on File						
BARNES, DANIELLE N		Address on File						
BARNETT, TIMOTHY E		Address on File						
BARR FABRICATION LLC		PO BOX 2217			BROWNWOOD	TX	76801	
BARREL BLUE TRUCKING LLC		1402 OVERSHINE LANE			MIDLAND	TX	79705	
BARRERA, EDGAR		Address on File						
BARRETT, JONATHAN WADE		Address on File						
BARRETT, RANDY L		Address on File						
BARRIENTEZ, JOHN		Address on File						
BARRIENTOS, OSCAR		Address on File						
BARRON, ANTHONY MARTIN		Address on File						
BARTOLO, RAMIRO E		Address on File						
BASCHMANN SERVICES, INC.		1101 MAPLE ROAD	PO BOX 320		ELMA	NY	14059	
BASE METALLURGICAL LABRATORIES LTD.		200-970 MCMASTER WAY			KAMLOOPS	BC	V2C 6K2	CANADA
BASIN DISPOSAL INC.		3205 KERMIT HWY			ODESSA	TX	79764	
BASIN SAFETY SERVICES, INC.		PO BOX 62007			MIDLAND	TX	79711	
BASIN SUPPLY LP DBA WB SUPPLY, LLC		PO BOX 206620			DALLAS	TX	75320	
BASIN TRANSLOAD SERVICES INC		800 S MEADOW AVE			ODESSA	TX	79761	
BASKERVILLE, MICHAEL		Address on File						
BATES, CHRISTIAN T		Address on File						
BATTEN, DEREK T		Address on File						
BAUER, SPENCER V		Address on File						
BAUTISTA, RODOLFO		Address on File						
BAY HIPPIE OUTFITTERS	ATTN SCOTT HANCHEY	2224 ELM STREET			LAKE CHARLES	LA	70601	
BAY INSULATION SUPPLY OF MILWAUKEE		P.O. BOX 9229			GREEN BAY	WI	54308-9229	
BAYARD BRADFORD LLC		631 W. FOREST DR.			HOUSTON	TX	77079	
BBI INTERNATIONAL, INC.		308 2ND AVE N, STE 304			GRAND FORKS	ND	58203	
BDO USA, LLP		PO BOX 31001-0860			PASADENA	CA	91110	
BDO USA, LLP		PO BOX 677973			DALLAS	TX	75267	
BEACH, LARRY		Address on File						
BEAN, JAMES		Address on File						
BEARING DISTRIBUTORS, INC.		2250 SOUTH COMMERCIAL AVE			MINGO JUNCTION	OH	43938	
BEARING HEADQUARTERS COMPANY	A HEADCO COMPANY	P.O. BOX 6267			BROADVIEW	IL	60155-6267	
BEAVER BUILDERS SUPPLY INC.		N6838 BUILDERS COURT			HOLMEN	WI	54636	
BECK, SHANE		Address on File						
BECKER QUALITY WINDSHIELD & GLASS SERVICE		51007 MAIN ST.			OSSEO	WI	54758	
BECKER, JAMES A		Address on File						
BEDELL, TYLER R		Address on File						
BEDRI, SAM		Address on File						
BEEMAC TRUCKING, LLC		2747 LEGLONVILLE ROAD			AMBRIDGE	PA	15003	
Beizhan Liu		204-530 Kingston Road			Toronto	Ontario	M4L 1V4	Canada
BELCON LOGISTICS LLC		5545 E PAISANO DR			EL PASO	TX	79905	
BELL MTS		BOX 7500			WINNIPEG	MB	R3C 3B5	CANADA
BELL MTS INC.		MP18C-333 MAIN ST.			WINNIPEG	MB	R3C 3V6	CANADA
BELL, STEVEN R		Address on File						
BELL, STEVEN S		Address on File						
BELT TECH INDUSTRIAL, INC.		PO BOX 620			WASHINGTON	IN	47501	
BENEDICT, LEE A		Address on File						

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CreditorName	CreditorNoticeName	Address1	Address2	Address3	City	State	Zip	Country
BENEDICT, RICKY D.		Address on File						
Benjamin D. Crockett		7512 Girard Ave			College Park	MD	20740	
BENNETT JONES LLP		4500 BANKERS HALL EAST	855-2ND STREET SW		CALGARY	AB	T2P4K7	CANADA
BENNETT, ANN HARRIS	TAX ASSESSOR-COLLECTOR	Address on File						
BENNETT, AUSTIN		Address on File						
BENNY BOYD ANDREWS, LLC		11320 N US 385	PO BOX 1979		ANDREWS	TX	79714	
BERG HOLDINGS LLC		2776 JASMINE DR.			FITCHBURG	WI	53711	
BERG, CORY, ET AL	C/O TIM JACOBSON	Address on File						
BERG, WAYNE G		Address on File						
BERGER, MARGARITA GALICIA		Address on File						
BERGMAN, NATHAN L		Address on File						
BERNIES EQUIPMENT COMPANY INC.		307 NORTH STARR ROAD			HOLMEN	WI	54636	
BEST KEPT PORTABLES		PO BOX 61			TOMAH	WI	54660	
BEST LINE EQUIPMENT		2266 UNIVERSITY DRIVE			LEMONT FURNACE	PA	15456	
BEST WESTERN TOMAH HOTEL		1017 EAST MCCOY BLVD.			TOMAH	WI	54660	
BEST, COLTIN HUNTER		Address on File						
BEST, DANIEL L		Address on File						
BEST, JERIMEY		Address on File						
BEST, SHAWN		Address on File						
BETHKE FARMS	C/O THOMAS & CELIA BETHKE	S12451 COUNTY RD M			AUGUSTA	WI	54722	
BETTER MANAGEMENT CORPORATION OF OHIO, INC.		4321 STATE ROUTE 7			NEW WATERFORD	OH	44445	
BEYOND ENGINEERING AND TESTING, LLC		3801 DORIS LANE	SUITE B		ROUND ROCK	TX	78664	
BFL CANADA INSURANCE SERVICES INC		200-1177 WEST HASTINGS STREET			VANCOUVER	BC	V6E 2K3	CANADA
Bhavin Patel		15500 Cutten Road, Apt 3101			Houston	TX	77070	
BIEHL AND BIEHL, INC.		325 E FULLERTON AVE			CAROL STREAM	IL	60188	
BIESER, WALTER G		Address on File						
BIG D EQUIPMENT COMPANY, LTD		PO BOX 7808			MIDLAND	TX	79708	
BIG JOHN CORPORATION DBA BIG JOHN GRILLS & ROTISSERIES		526 E ROLLING RIDGE DRIVE			BELLEFONTE	PA	16823	
BIG SPRING RAIL SYSTEM, INC.		1554 PAOLI PIKE #179			WEST CHESTER	PA	19380	
BIGGS, LEVI		Address on File						
Bill and Gigi Naples		43 Crossbrook Rd			Livingston	NJ	07039	
Bill Naples		43 Crossbrook Rd			Livingston	NJ	07039	
BILL YOUNG PRODUCTION INC.		PO BOX 671564			DALLAS	TX	75267	
Billie Rama		1504 Emory Street			Asbury Park	NJ	07712	
BILLY F LUGINBILL		29604 S 918 PRSE			KENNEWICK	WA	99338	
BINMASTER LEVEL CONTROLS		PO BOX 29709			LINCOLN	NE	68529	
BIRDSEYEVIEW AEROBOTICS INC		519 MAIN STREET			ANDOVER	NH	03216	
BIRKMAN INTERNATIONAL INC.		DEPT 192	PO BOX 4346		HOUSTON	TX	77210	
BISEK, MOLLY		Address on File						
BISON FIRE PROTECTION INC.		BOX 35, GROUP 582,RR5, 35 BOYS ROAD			WINNIPEG	MB	R2C272	CANADA
BISSON, ADAM R		Address on File						
BJS POWERWASHING & PAINTING LLC		26800 CTY HWY ET			TOMAH	WI	54660	
BLACK CANYON PROCESS EQUIPMENT LLC		4040 E RAYMOND STREET			PHOENIX	AZ	85040	
BLACK MOUNTAIN SAND LLC	C/O KELLY HART & HALLMAN LLP	201- MAIN STREET, SUITE 2500			FORT WORTH	TX	76102	
BLACK MOUNTAIN SAND LLC		500 MAIN STREET, SUITE 1200			FORT WORTH	TX	76102	
BLACK TIE CATERING/ROOSTER ANDYS CATERING		600 COPELAND AVE			LA CROSSE	WI	54603	
BLACK, CLYDE E.		Address on File						
BLACK, DAMIEN		Address on File						
BLACK, ROBERT A		Address on File						
BLACKBURN, CODY J		Address on File						
BLACKFORD WEIGHING SYSTEMS, INC.		P.O. BOX 211727			DENVER	CO	80221	
BLACKLINE SYSTEMS INC.		DEPT. LA 23816			PASADENA	CA	91185	
BLACKTRAIL ENVIRONMENTAL, INC.		1112 SOUTHPORT LOOP			BISMARCK	ND	58504-7055	

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CreditorName	CreditorNoticeName	Address1	Address2	Address3	City	State	Zip	Country
BLADE OGRASS LAWN CARE SERVICES		3460029 MANITOBA INCORPORATED	PO BOX 1345		MORDEN	MB	R6M 1B2	CANADA
BLAIR FOOD PANTRY		129 S PETERSON			BLAIR	WI	54616	
BLAIR-TAYLOR SCHOOL DISTRICT		N31024 ELLAND RD.	PO BOX 107		BLAIR	WI	54616	
BLAKE, MARY MIGNON		Address on File						
Blase J Furfaro		19332 E Camino De La Placita			Tucson	AZ	85748	
Blase J. Furfaro		10332 E. Camino De La Placita			Tucson	AZ	85748	
BLASING, JOSHUA		Address on File						
BLEIKER, GLEN		Address on File						
BLENDON INFORMATION SERVICES		115 CLIFF DRIVE			VICTORIA	BC	V9C 4A9	CANADA
BLESSED AND FAVORED INVESTMENTS LLC		19061 HWY 1061			AMITE	LA	70422	
B-LINE FILTER AND SUPPLY INC.		PO BOX 4598			ODESSA	TX	79760	
BLOW-OUT FIRE & SAFETY SERVICES		24 RHINE ST	PO BOX 40		PLUM COULEE	MB	R0G1R0	CANADA
BLUE, WILLIAM		Address on File						
BMH ELECTRIC LLC		W10131 PAULLEY RD			BLACK RIVER FALLS	WI	54615	
BMT CONSULTING GROUP, LLC		36 REDWOOD DR.			BUTTE	MT	59701	
BNSF LOGISTICS CANADA, INC.		701 EVANS AVENUE, SUITE 909			TORONTO	ON	M9C1A3	CANADA
BOBTAIL CAPITAL INC		PO BOX 932119			ATLANTA	GA	31193	
BOE, CHRISTOPHER G		Address on File						
BOEHM, ADAM R		Address on File						
BOHAC, ALLEN J		Address on File						
BOLLES TRUCKING LLC		109 EAST FIRST ST			BOWLEGS	OK	74830	
BOLSINGER, LYLE G		Address on File						
BONAR, CHRISTOPHER		Address on File						
BOND, JACOB T		Address on File						
BOND, MICHAEL A		Address on File						
BONNER, DERECK W		Address on File						
BOOTS, COLTEN		Address on File						
BORDER ENGINE REBUILDERS & DIESEL SERVICES	VOR LLC	100 INTERNATIONAL BLVD			MISSION	TX	78572	
BORDER ENGINE REBUILDERS & DIESEL SERVICES		100 INTERNATIONAL BLVD.			MISSION	TX	78573	
BORDER VIEW ELECTRIC LTD.		399 MANITOBA RD.			WINKLER	MB	R6W 0J8	CANADA
BOREN, ANDREW		Address on File						
BORK, DARRELL, ET AL	C/O TIM JACOBSON	Address on File						
BOURQUE DATA SYSTEMS		1610 WOODSTEAD CT, SUITE 220			THE WOODLANDS	TX	77380	
BOWERS, ATRIONN N		Address on File						
BOWLES, BRADLEY TYLER		Address on File						
BOWLIN ENTERPRISES		PO BOX 6319			SHREVEPORT	LA	71136	
BOWMAN, JEFFREY S.		Address on File						
BOYD, DAVID		Address on File						
BOYLES, TIMOTHY L		Address on File						
BOYS & GIRLS CLUB OF WEST-CENTRAL WISCONSIN		PO BOX 765			TOMAH	WI	54660	
BRABAZON PUMPE & COMPRESSOR CO LTD & Q.D.		P O BOX 10827			GREEN BAY	WI	54307	
BRACEWELL & GIULIANI		P O BOX 848566			DALLAS	TX	75284-8566	
Bradley Andrew Frerich		5327 Argyle Way			San Antonio	TX	78247	
BRADLEY JANITORIAL		6961 KING RANCH RD			ODESSA	TX	79765	
BRADLEY, HELAINE ELIZABETH		Address on File						
BRADY TRUCKING, INC.		5130 S 5400 E			VERNAL	UT	84078-8505	
BRAFFETT, JAY		Address on File						
BRAGG CRANE SERVICES	C/O BRAG INVESTMENT COMPANY INC	6242 PARAMOUNT BLVD			LONG BEACH	CA	90808	
BRAGGS, ARRON		Address on File						
BRAKHAGE, SAUL		Address on File						
BRANCACCIO, JAY		Address on File						
BRANDON COMMUNICATIONS INC.	DBA P&H SERVICES	800 CENTRAL AVENUE NORTH			BRANDON	MN	56315	

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BRANSON SHERMAN CONSTRUCTION INC	DBA WEST TEXAS BUILDERS	2000 E 42ND ST. STE C-314			ODESSA	TX	79764	
BRAUNER, PAUL G		Address on File						
BRAZOS INDUSTRIES, LLC		1640 SHILOH AVE.			BRYAN	TX	77803	
BRECHBUHLER SCALES, INC.		1424 SCALE STREET, S.W.			CANTON	OH	44706-3096	
BREDWELL, CHRISTINE A		Address on File						
BRENCHLEY, WILLIAM J		Address on File						
BRENENGEN CHEVROLET BUICK, INC.		P.O. BOX 740			SPARTA	WI	54656	
BREWER, MATT		Address on File						
Brian Stevens		3014 Meyeridge Road			Pittsburgh	PA	15209	
BRIDGE CAPITAL LEASING, INC.	ATTN LEASING SERVICES	7815 NW 148TH ST, 3-CMCRE			MIAMI LAKES	FL	33016	
BRIDGE FUNDING GROUP INC.		215 SCHILLING CIRCLE, SUITE 100			HUNT VALLEY	MD	21031	
BRIDGES, LYNELL		Address on File						
BRIGGS EQUIPMENT INC.		LOCK BOX 841272			DALLAS	TX	75284	
BRIGGS TENT AND PARTY RENTAL		3350 HORLACHLER LANE			EAU CLAIRE	WI	54701	
BRIGHT, NATHAN		Address on File						
BRIGHTON, NEIL K		Address on File						
BRIJALBA, GILBERT		Address on File						
BROHILL REALTY, LTD		1004 W. OAKLAWN			PLESANTON	TX	78064	
BRONIEC ASSOCIATES INC.		4855 PEACHTREE INDUSTRIAL BLVD, SUI			BERKELEY LAKE	GA	30092	
BROOKS TRACTOR		1900 W. MAIN STREET			SUN PRAIRIE	WI	53590	
BROOKS, JOSHUA C		Address on File						
BROWN & HART TRUCK & AUTO REPAIR		N42152 COUNTY ROAD E.			WHITEHALL	WI	54773	
BROWN, CURTAS ALAN		Address on File						
BROWN, JOSHUA		Address on File						
BROWN, KERRICK		Address on File						
BROWN, LEGET		Address on File						
BROWN, LYNN M		Address on File						
BROWN, MICHAEL J		Address on File						
BROWN, ZACHARY WAYNE		Address on File						
BROYLES, JOSHUA CHAD		Address on File						
BUCHANAN, JARED		Address on File						
BUCHLI, ALEX		Address on File						
BUCKEYE MECHANICAL CONTRACTING, INC.		2325 TWP RD 370			TORONTO	OH	43964	
BUCKNERS TRUCKING INC		390 WILSON ST	MICHAEL BUCKNER		GREEN RIVER	WY	82935	
BUD GRIFFEN CUSTOMER SUPPORT INC.		5010 TERMINAL			BELLAIRE	TX	77401	
BUDISH, JAKE L		Address on File						
BUFFALO & PITTSBURGH RAILROAD, INC.		27606 NETWORK PLACE			CHICAGO	IL	60673	
BUFFALO & PITTSBURGH RR INC - RENT	C/O GENESEE & WYOMING RR SERVICES	27606 NETWORK PLACE			CHICAGO	IL	60673	
Buffalo Pittsburgh Railroad Inc.	Beth Perry	200 Meridian Centre, Ste 300			Rochester	NY	585-463-3366	
BUFFALO WIRE WORKS CO., INC.		PO BOX 1239			BUFFALO	NY	14240	
BUILDING FASTENERS OF MINN. DBA B&F FASTENER SUPPLY		7100 SUNWOOD DR. NW			RAMSEY	MN	55303	
BULK TRACER HOLDINGS LLC		1001 STUDEWOOD STREET 202-C			HOUSTON	TX	77008	
BULK TRANS-LOAD AUTHORITY, LLC	ATTN DERRICK S. BOYD	C/O BOYD POWERS & WILLIAMSON	105 NORTH STATE STREET, SUITE B		DECATUR	TX	76234	
BULKTRACER HOLDINGS LLC		1330 POST OAK BLVD.	SUITE 600		HOUSTON	TX	77056	
BUMSTEAD, MATTHEW		Address on File						
BURGESS, DAMIAN		Address on File						
BURKHALTER, COLBY		Address on File						
BURT AND ASSOCIATES		801 E. CAMPBELL ROAD			RICHARDSON	TX	75081	
BURTON, CODY A		Address on File						
BURTON, DEVON J		Address on File						
BUSHYS MEAT MARKET		23532 WASHINGTON ST.			INDEPENDENCE	WI	54747	

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BUSINESS IMPROVMENT GROUP		3-400 MICHENER ROAD			GUELPH	ON	N1K 1E4	CANADA
BUSSE, JOSEPH D		Address on File						
BUTLER, CALVIN G		Address on File						
BUTLER, JONATHAN N		Address on File						
BUTLER, PAMELA		Address on File						
BUTLER, TIMOTHY		Address on File						
BWF ENVIROTEC INC.	BWF AMERICA, INC.	1800 WORLDWIDE BLVD.			HEBRON	KY	41048	
BYLER RIVET SUPPLY	CUTTING EDGE INDUSTRIES, LTD	PO BOX 154093			IRVING	TX	75015	
C & C MACHINE INC.		PO BOX 2317			LA CROSSE	WI	54602-2317	
C & C TRANSPORT, LLC	ATTN CAREY HOLAGA	6500 RIVERVEND RD			CHEYENNE	WY	82001	
C & K TRUCKING LLC	ATTN CHRISTOPHER TAMPORELLO	PO BOX 449			SAGUACHE	CO	81149	
C & S ELECTRIC LLC		105 WATSON ST.			RIPON	WI	54971	
C STALLION TRANSPORT	ATTN RAMON B FABELO	3100 CALDERA BLVD ST 2216			MIDLAND	TX	79706	
C&R CONSTRUCTION AND REMODELING LLC	ATTN RANDY S JOHNSON	P.O. BOX 261			COLLIERS	WV	26035	
C&R OILFIELD SERVICES, INC.		PO BOX 1084			SAN ANGELO	TX	76902	
C. KUEHNS TRUCKING, INC.		29957 ELFMANNS DRIVE			WINONA	MN	55987	
C.K. INDUSTRIES, INC		800 WARRENVILLE RD.	SUITE 155		LISLE	IL	60532	
C.K. Industries, Inc.	Attn Katherine Hopkins	Kelly Hart & Hallman LLP	201 Main Street, Suite 2500		Forth Worth	TX	76102	
C.K. INDUSTRIES, INC.		801 Warrenville Road	Suite 155		Lisle	IL	60532	
CABALLERO, SHAWN LUIS		Address on File						
CABELLO, IVAN		Address on File						
CABLE, KENT		Address on File						
CABRAL, JOHANN		Address on File						
CAIN ELECTRICAL SUPPLY		PO BOX 206562			DALLAS	TX	75320	
CAIN, JOE		Address on File						
CALDERON, MARVIN R		Address on File						
CALDWELL, BARRY B		Address on File						
CALFRAC WELL SERVICES LTD.		411 - 8 AVENUE SW			CALGARY	AB	T2P 1E3	CANADA
CALGARO, MARK		Address on File						
CALICHE, LTD		PO BOX 107			MAGNOLIA	TX	77353	
CALIFORNIA FRANCHISE TAX BOARD		PO BOX 942857			SACRAMENTO	CA	94257- 0500	
CALLENDER, SEAN MICHAEL		Address on File						
CALLFIRE INC.		1410 2ND STREET	STE 200		SANTA MONICA	CA	90401	
CAMDEN PROPERTY TRUST	CAMDEN POST OAK, LLC	11 GREENWAY PLAZA, SUITE 2400			HOUSTON	TX	77046	
CAMPBELL OIL COMPANY		621 VALLEY STREET			MINERVA	OH	44657	
CAMPBELL, JERRY		Address on File						
CANADA BORDER SERVICES AGENCY	RECEIVER GENERAL OF CANADA	HWY 32			WINKLER	MB	R6W 1A0	CANADA
CANADA REVENUE AGENCY	SURREY TAX CENTRE	9755 KING GEORGE BOULDEVARD			SURREY	BC	V3T 5E1	CANADA
CANADA REVENUE AGENCY		333 LAURIER AVENUE WEST			OTTAWA	ON	K1A 0LN	CANADA
CANADIAN NATIONAL RAILWAY		PO BOX 71206			CHICAGO	IL	60694-1206	
CANADIAN PACIFIC RAILWAY		P.O. BOX 77299			DETROIT	MI	48277-0299	
CANALES, ERNESTO		Address on File						
CANCADE CBI LTD.		1651 - 12TH STREET			BRANDON	MB	R7A 7L1	CANADA
CANDLEWOOD SUITES CHEYENNE	C/O JPK INC	PO BOX 15			ABERDEEN	SD	57402	
CANDLEWOOD SUITES- MORGANTOWN	STAR CITY LODGING LLC	7200 WILLIE G AVE			MORGANTOWN	WV	26501	
CANNON, CHARLTON		Address on File						
CANTU, ALBERT		Address on File						
CANTU, AUGUSTINE		Address on File						
CANTU, ENRIQUE		Address on File						
CAPITAL SAND PROPPANTS LLC		PO BOX 104960			JEFFERSON CITY	MO	65110	
CAPITOL AGGREGATES INC.		PO BOX 33240			SAN ANTONIO	TX	78265	
CAPOUCH, RYAN M		Address on File						
CARBO CERAMICS INC.		PO BOX 201147			DALLAS	TX	75320	
CARDOSO, STEPHANIE CRYSTAL		Address on File						
CARDOZA, ALEJANDRA		Address on File						
CAREY INTERNATIONAL INC	BILLING DEPT	PO BOX 931994			ATLANTA	GA	31193	

Exhibit Q
Creditor Matrix
Served via First Class Mail

CreditorName	CreditorNoticeName	Address1	Address2	Address3	City	State	Zip	Country
Carl Slotnick		7 Parkway Drive			Roslyn Heights	NY	11577	
Carl Slotnick, IRA Custodian	Carl Slotnick	7 Parkway Drive			Roslyn Heights	NY	11577	
Carl St- Aubin		92 Louis Guertin			Vercheres	QC	J0L 2R0	Canada
CARLSON, COLT		Address on File						
CARLSON, JASON P		Address on File						
CARMATH, INC.		25965 482ND AVE			BRANDON	SD	57005	
CARMICHAEL & QUARTEMONT, S.C.	ATTN JAY S. CARMICHAEL	916 OAK STREET, P.O. BOX 725			TOMAH	WI	54660	
CAROL CLAY, TAX COLLECTOR		Address on File						
Carol Pelczarski		41 Pine Crest Drive			Spofford	NH	03462	
CARON, DOUG		Address on File						
CARPENTER, DUSTIN		Address on File						
CARR JR, ARTHUR D.		Address on File						
CARR, JEFFREY D		Address on File						
CARRASCO, VICTOR M		Address on File						
CARREON, ESMERALDA		Address on File						
CARRILLO, ADAM		Address on File						
CARRILLO, JESUS		Address on File						
CARROLL COUNTY, OHIO	COUNTY CLERK	119 S. LISBON STREET, SUITE 201			CARROLLTON	OH	44615	
CARTER, CHANCE		Address on File						
CARVELL, ROBERT MALVIN		Address on File						
CASAREZ, LARRY		Address on File						
CASEBOLT, JUSTIN		Address on File						
CASHMAN GLOBAL LLC		11099 ARROYO BEACH PL SW			SEATTLE	WA	98146	
CASPERSON, STEVEN J		Address on File						
CASTLEGUARD CONSULTING	ATTN JAY MCCORMICK	11914 GALENTINE POINT			CYPRESS	TX	77429	
CATALYST FINANCE LP		PO BOX 3586			HOUSTON	TX	77043	
CATERPILLAR FINANCIAL SERVICES CORPORATION		PO BOX 730669			DALLAS	TX	75373-0669	
CATHOLIC CHARITIES OF BROOME COUNTY		232 MAIN STREET			BINGHAMTON	NY	13905	
CAUDILLO, STANLEY		Address on File						
CAVCOM INC.		1872 INDUSTRIES LANE	P.O. BOX 1455		WALKER	MN	56484	
CAVENDERS STORES LTD	DBA CAVENDERS BOOT CITY	7820 S BROADWAY AVE			TYLER	TX	75703	
CAZARES, ADRIAN		Address on File						
CAZARES, JOE		Address on File						
CBI MANUFACTURING LTD		BOX 365			LINDEN	AB	T0M 1J0	CANADA
CBIZ OPERATIONS INC	C/O CBIZ MHM, LLC	4600 S ULSTER STREET SUITE 900			DENVER	CO	80237	
CCA FINANCIAL, LLC		7275 GLEN FORESET DRIVE	SUITE 100		RICHMOND	VA	23226	
CDE GLOBAL LTD.		430 MARTI DRIVE			CLEBURNE	TX	76033	
CEMA	CONVEYOR EQUIPMENT MANUFACTURERS AS	5672 STRAND CT, SUITE 2			NAPLES	FL	34110	
CENTENNIAL FARM SUPPLY LTD.		PO BOX 1480 WINKLER 1			WINKLER	MB	R6W 4B4	CANADA
CENTENNIAL SUPPLY LTD.		PO BOX 1480 WINKLER 1			WINKLER	MB	R6W 4B4	CANADA
CENTRAL BUILDERS SUPPLY INC.		P.O. BOX 249			INDEPENDENCE	WI	54747	
CENTRAL MECHANICAL SYSTEMS, INC		3218 S. CHERRY AVE.	P.O. BOX 126		MARSHFIELD	WI	54449	
CENTRAL MOTORS INC./CENTRAL TRAILER SALES		9819 S. 235TH E. AVE.			BROKEN ARROW	OK	74014	
CENTURY ENGINEERING, INC.		10710 GILROY ROAD			HUNT VALLEY	MD	21031	
CENTURY LODGING, LLC		1308 CAMELLIA BLVD SUITE 300			LAFAYETTE	LA	70508	
CENTURYLINK, INC.		100 CENTURYLINK DRIVE			MONROE	LA	71203	
CEPIN RIVERA, JHENCEN		Address on File						
CERNICKA, ZACHARY		Address on File						
CERTENT, INC.		PO BOX 398688			SAN FRANCISCO	CA	94139-8688	
CERTIFIED COMPLIANCE LABORATORIES DBA XENCO LABORATORIES		PO BOX 2256			STAFFORD	TX	77477	
CERTIFIED LABORATORIES	C/O NCH CORPORATION	PO BOX 971269			DALLAS	TX	75397	
CERVANTES, DANIEL A		Address on File						
CERVANTES, MANUEL D		Address on File						

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CESARIOS INCORPORATED		P.O. BOX 205			HAYMARKET	VA	20168	
CFO SUITE, LLC		PO BOX 191243			DALLAS	TX	75219	
CHAGANI, SHELIZA MAJEED		Address on File						
CHAMBERS, DOUGLAS M		Address on File						
CHAMBERS, EVERETT		Address on File						
CHAMBERS, JOANNE		Address on File						
CHAMBERS, JOANNE B.		Address on File						
CHAMBERS, PAISLYN R.		Address on File						
CHAMPION CHARTER SALES & SERVICE INC.		P.O. BOX 1279			DUBUQUE	IA	52004-1279	
CHAPMAN, BLAINE M		Address on File						
CHAPPELL, RYAN		Address on File						
Charles Graf		456 Ruckers Rd			Concord	VA	24538	
Charles Murphy		3409 Sandy Trail Lane			Plano	TX	75023	
Charles Rohacik	7834 S Mayfield Ave				Burbank	IL	60459-1223	
CHARLES TOOL & SUPPLY		18783 PAINT BOULEVARD			SHIPPENVILLE	PA	16254	
CHARLES, JENNIFER		Address on File						
CHARTER CAPITAL HOLDINGS LP		PO BOX 270568			HOUSTON	TX	77277	
CHATHAM, JAMAAL LATREY		Address on File						
CHAVARRIA, JONATHAN		Address on File						
CHAVEZ, JUAN FRANCISCO		Address on File						
CHAVEZ, SIMON		Address on File						
CHAVIRA, RAUL		Address on File						
CHECK, DONALD P		Address on File						
CHEESE FESTIVALS OF BLAIR, INC		W17236 STATE RD 95			BLAIR	WI	54616	
CHENOWETH, JACK		Address on File						
Cheryl Thomas Graham		4173 Edwards St			Lancaster	TX	75134	
CHEVRON U.S.A. INC.		1400 SMITH STREET			HOUSTON	TX	77002	
CHICAGO FREIGHT CAR LEASING COMPANY		PO BOX 74007555			CHICAGO	IL	60674-7555	
CHICK GC LLC		501 W COUNTRY CLUB RD.			CHICKASHA	OK	73018	
CHIPPEWA SAND COMPANY, LLC		105 COUNTY HWY Q			NEW AUBURN	WI	54757	
CHIPPEWA VALLEY ENERGY		P O BOX 837			EAU CLAIRE	WI	54702	
CHIPPEWA VALLEY VULCANIZING		E 1990 QUAIL RUN RD.			EAU CLAIRE	WI	54701	
CHIPS GLASS & TRIM LTD.		150 C FOX FIRE TRAIL			WINKLER	MB	R6W0L8	CANADA
CHITTIM, GINA RENEE		Address on File						
CHOCOLATE COVER TRUCKING INC.		816 8TH STREET			GREELEY	CO	80631	
CHOSEN VALLEY TESTING INC.		1410 7TH STREET NW			ROCHESTER	MN	55901-1735	
CHRIS EVANS INC.	LEES RENTAL	1606 E FM 700			BIG SPRING	TX	79720	
CHRISTIAN, DOUGLAS LYTELL		Address on File						
CHRISTMAS, FLORENCE		Address on File						
Christopher A Lorraine		7979 Kirkville Rd			Kirkville	NY	13082	
Christopher Brown		1942 Marabou Drive			Davenport	FL	33896	
Christopher J. Raab		89 Quigley Drive			Cochrane	Alberta	T4C 1L5	Canada
Christopher Scott Pool		5434 Chevy Chase Dr			Corpus Christi	TX	78412	
CIG LOGISTICS LLC	C/O PHILLIPS MURRAH P.C.	ATTN JUSTIN GIVENS	101 N. ROBINSON AVENUE	THIRTEENTH FLOOR	OKLAHOMA CITY	OK	73102	
CIG ODESSA LLC		PO BOX 1237			PICO RIVERA	CA	90660	
CIG ODESSA LLC		PO BOX 733622			DALLAS	TX	75373	
CINTAS		PO BOX 631025			CINCINNATI	OH	45263-1025	
CINTAS #440		PO BOX 650838			DALLAS	TX	75265-0838	
CINTAS CORPORATION #121		PO BOX 630910			CINCINNATI	OH	45263-0803	
CINTAS CORPORATION #735		PO BOX 630910			CINCINNATI	OH	45263-0910	
CINTAS FIRE 636525	CINTAS CORPORATION # 2	PO BOX 636525			CINCINNATI	OH	45263	
CIPOLLONI, DEVIN		Address on File						
CISCO LOGISTICS LLC	C/O FOLEY GARDERE	ATTN ROBERT T. SLOVAK	2021 MCKINNEY AVENUE		DALLAS	TX	75201	
CISCO LOGISTICS, LLC		12219 INTERSTATE 20			CISCO	TX	76437	
CISNEROS, BRITTANY		Address on File						
CISNEROS, JUAN C		Address on File						
CISNEROS, RODNEY S.		Address on File						

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CISNEROS, SAMUEL		Address on File						
CIT BANK N.A. (AS ASSIGNEE OF CIT RAIL LLC)	C/O THE CIT GROUP/EQUIPMENT FINANCING, INC., AS SERVICER	ATTN SENIOR VICE PRESIDENT - RAIL GROUP	30 WACKER DRIVE, SUITE 2900		CHICAGO	IL	60606	
CIT GROUP		P.O. BOX 4339	CHURCH STREET STATION		NEW YORK	NY	10261-4339	
CIT RAIL LLC		30 S. WACKER DRIVE, SUITE 2900			CHICAGO	IL	60606	
CITY NATIONAL BANK FL		25 W. FLAGLER STREET, 2ND FLOOR			MIAMI	FL	33130	
City of Augusta	Cynthia Anderegg, City Clerk	145 W. Lincoln Street	P.O. Box 475		Augusta	WI	54722	
CITY OF AUGUSTA		145 WEST LINCOLN STREET			AUGUSTA	WI	54722	
CITY OF BIG SPRING	ATTN CITY MANAGER	310 NOLAN STREET			BIG SPRING	TX	79721-3190	
City of Big Spring		310 Nolan St.			Big Spring	TX	79720	
CITY OF BIG SPRING		501 RUNNELS STREET			BIG SPRING	TX	79720	
City of Blair	Susan Frederixon, City Clerk	122 S. Urberg St.			Blair	WI	54616	
CITY OF BLAIR, WISCONSIN	ATTN SUSAN FREDERIXON, CLERK-TREASURER	122 S. URBERG AVE P.O. BOX 146			BLAIR	WI	54616	
CITY OF EVANS	BUSINESS AND SALES TAX LICENSING	1100 37TH ST			EVANS	CO	80620	
CITY OF EVANS	BUSINESS AND SALES TAX OFFICE	1100 37TH STREET			EVANS	CO	80620	
CITY OF EVANS SALES AND USE TAX RETURNS	SALES TAX DIVISION	PO BOX 912324			DENVER	CO	80291	
City of Independence	Valerie Pronschinske, City Clerk	23688 Adams Street			Independence	WI	54747	
CITY OF INDEPENDENCE		PO BOX 189			INDEPENDENCE	WI	54747	
CITY OF INDEPENDENCE TREASURER		23688 ADAMS ST.			INDEPENDENCE	WI	54747	
CITY OF INDEPENDENCE TREASURER		PO BOX 189			INDEPENDENCE	WI	54747	
City of Kermit	Frankie Davis, City Manager	110 S. Tornillo			Kermit	TX	79745	
CITY OF KERMIT		110 SOUTH TORNILLO			KERMIT	TX	79745	
CITY OF ODESSA		411 W 18TH ST, PO BOX 2552			ODESSA	TX	79760	
City of Whitehall	Ashley Slaby, City Administrator	P.O. Box 155			Whitehall	WI	54773	
CITY OF WHITEHALL		36295 MAIN STREET			WHITEHALL	WI	54773	
CITY OF WHITEHALL TREASURER		18620 HOBSON STREET	PO BOX 155		WHITEHALL	WI	54773	
CITY OF WINKLER		185 MAIN STREET			WINKLER	MB	R6W 1B4	CANADA
CITY OF WINKLER		345 1ST STREET			WINKLER	MB	R6W 2R8	CANADA
CIVEO USA LLC		PO BOX 912350			DENVER	CO	80291-2350	
CJHORAK ENTERPRISES INC	C/O PRIORITY SIGNS AND GRAPHICS	1010 E DALLAS ROAD, SUITE 100			GRAPEVINE	TX	76051	
CK HEATING AND COOLING		PO BOX 1143			SEMINOLE	TX	79360	
CLAPP, BENJAMIN A.		Address on File						
CLARK HILL PLC		500 WOODWARD AVENUE SUITE 3500			DETROIT	MI	48226	
CLARK, GREGORY A		Address on File						
CLAYBORN, CLINT		Address on File						
CLAYTON, J GLEN		Address on File						
CLEAN BLAST SERVICES, INC.		DEPT 41575	PO BOX 650823		DALLAS	TX	75265	
CLEANING SOLUTIONS EQUIPMENT		3100 HWY 21 E.			BRYAN	TX	77803	
CLEAR CONCEPTS INC		325 GARRY STREET			WINNIPEG	MB	R3B 2G7	CANADA
CLEAR EDGE FILTRATION		8592 SOLUTION CENTER			CHICAGO	IL	60677	
CLEARPOINTE TECHNOLOGY INC.		9311 E VIA DE VENTURA	SUITE 105		SCOTTSDALE	AZ	85258	
CLEARWATER INDUSTRIES, INC.		9446 NORTH 107TH STREET			MILWAUKEE	WI	53224	
Clement Courcy		6 Impasse Des Santolines			Saint Jean de Monts	France	85160	France
CLEMMERSON, ANTHONY R		Address on File						
CLEMONS, DYLAN		Address on File						
CLEVELAND BROTHERS		P.O. BOX 417094			BOSTON	MA	02241	
CLICKNER, RICKY C		Address on File						
CLICKSAFETY .COM, INC		62274 COLLECTIONS CENTER DRIVE			CHICAGO	IL	60693	
CLIFF INDUSTRIAL CORPORATION		613 WISCONSIN STREET			EAU CLAIRE	WI	54703	
CLIFF INDUSTRIAL MANUFACTURING, LLC		613 WISCONSIN STREET			EAU CLAIRE	WI	54703	

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CLUTTER, RICHARD		Address on File						
CLUTTER, SAMUEL D		Address on File						
CMH HOMES INC.		5000 CLAYTON ROAD	PO BOX 9780		MARYVILLE	TN	37804	
CN CUSTOMS BROKERAGE SERVICES (USA)		3373 GRISWOLD RD			PORT HURON	MI	48060	
CNY POWER SPORTS LLC		3871 US RT 11			CORTLAND	NY	13045	
COAST TO COAST EQUIPMENT FROM SCISSORS TO CRANES, LLC		4800 RUFFINI COURT SE			CLEVELAND	OH	44105	
COBBS ALLEN & HALL INC		115 OFFICE PARK DRIVE STE 200			BIRMINGHAM	AL	35223	
COBBS, ALLEN AND HALL, INC.		2121 SAGE ROAD	SUITE 145		HOUSTON	TX	77056	
COBRA TRUCKING, INC		7094 W. ZERO RD			CASPER	WY	82604	
COBURN, CHAD N		Address on File						
Coby Crouch		1811 Westridge			Carlsbad	NM	88220	
COCHEMS WELDING & CUSTOM FABRICATION LLC		10365 COUNTY HIGHWAY N			TOMAH	WI	54660	
COCKERHAM, RICKY JERRELL		Address on File						
CODY BLAKE HELTON		Address on File						
COGAR, TIMOTHY		Address on File						
COJACS TRANSPORT	ATTN KENNETH ROSS HALLUM	803 N STOCKTON			ADA	OK	74820	
COLE INTERNATIONAL INC.		400-177 LOMBARD AVE			WINNIPEG	MB	R3B 0W5	CANADA
COLE INTERNATIONAL USA INC		1775 BASELINE ROAD SUITE 280			GRAND ISLAND	NY	14072	
COLE TRUCK PARTS		P.O. BOX 1298			BLUEFIELD	WV	24701	
COLE, DAVID A		Address on File						
COLE-PARMER INSTRUMENT COMPANY LLC		13927 COLLECTIONS CENTER DRIVE			CHICAGO	IL	60693	
COLLAZO, RUBEN		Address on File						
COLLIER, AARON DUANE		Address on File						
COLLIER, DONSHAE M		Address on File						
COLLIER, JOSEPH M		Address on File						
COLORADO - TAX AUDITING AND COMPLIANCE DIVISION	DEPT OF REV. STATE CAPITOL ANNEX	1375 SHERMAN STREET ROOM 634			DENVER	CO	80261	
COLORADO DEPARTMENT OF REVENUE		1375 SHERMAN STREET			DENVER	CO	80261	
COLORADO DEPARTMENT OF TRANSPORTATION	CMR	P.O. BOX 60770			OKLAHOMA CITY	OK	73146	
COLORADO DEPT. OF PUBLIC HEALTH & ENVIRONMENT		400 CHERRY CREEK DRIVE SOUTH	ASD-AR-B1		DENVER	CO	80246	
COLORADO SECRETARY OF STATE		1700 BROADWAY, SUITE 200			DENVER	CO	80290	
COLUMBIA GAS	REVENUE RECOVERY	P.O. BOX 117			COLUMBUS	OH	43216	
COLUMBIA GAS		PO BOX 742537			CINCINNATI	OH	45274-2537	
COLUMBUS & OHIO RIVER RAILROAD		27606 NETWORK PLACE			CHICAGO	IL	60673	
COMAIRCO COMPRESSED AIR SPECIALISTS		PO BOX 35 SITE 200	7-20 RONN ROAD		WINNIPEG	MB	RSC2E6	CANADA
COMCAST		PO BOX 3001			SOUTHEASTERN	PA	19398-3001	
COMCAST		PO BOX 660618			DALLAS	TX	75266-0618	
COMCAST CORPORATION		500 GRAVERS ROAD	SUITE 3000		PLYMOUTH MEETING	PA	19462	
COMMAND ALKON INC.		PO BOX 11407			BIRMINGHAM	AL	35246	
COMMERCE COMMERCIAL CREDIT, INC.		P.O. BOX 204605			DALLAS	TX	75320-4605	
COMMERCIAL FUNDING INC.		PO BOX 207527			DALLAS	TX	75320-7527	
COMMERCIAL METALS COMPANY		3501 W 2ND ST.			ODESSA	TX	79763	
COMMODITY CREDIT CORPORATION		1304 N. HILLCREST PARKWAY, SUITE B			ALTOONA	WI	54720	
COMMONWEALTH OF PA-SALES AND USE SALES TAX		2301 NORTH CAMERON STREET			HARRISBURG	PA	17110	
COMMONWEALTH OF PENNSYLVANIA		2301 NORTH CAMERON STREET			HARRISBURG	PA	17110	
COMMONWEALTH OF PENNSYLVANIA		MAGISTERIAL DISTRICT NO 10-3-01	174 S GREENGATE RD.		GREENSBURG	PA	15601	

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COMMONWEATH OF PA-WEIGHTS & MEASUREMENT	DIVISION OF WEIGHTS & MEASURES	2301 NORTH CAMERON STREET			HARRISBURG	PA	17110-9408	
COMMUSA		2229 ENTERPRISE ST			ESCONDIDO	CA	92029	
COMPACT CONSTRUCTION EQUIPMENT, LLC DBA BOBCAT OF MIDLAND		3025 STATE HWY 161			IRVING	TX	75062	
COMPLETION ADDITIVE AND PROPANT, LLC	C/O I.E.-CAP, LLC	306 W. WALL STREET, SUITE 600			MIDLAND	TX	79701	
COMPLIANCE ASSURANCE ASSOCIATES, INC.		682 ORVIL SMITH ROAD			HARVEST	AL	35749	
COMPLIANCE REGULATORY SERVICES, INC.		N8285 BACHELORS AVENUE			WILLARD	WI	54493	
COMPLIANCE SOLUTIONS OCCUPATIONAL TRAINERS, INC.		3980 QUEBEC STREET, SUITE 200			DENVER	CO	80207	
COMPUTER SCIENCES CORPORATION		PO BOX 829848			PHILADELPHIA	PA	19182	
COMPUWEIGH CORPORATION		50 MIDDLE QUARTER RD			WOODBURY	CT	06798	
COMTROL INTERNATIONAL DBA HC GLOBAL		500 PENNSYLVANIA AVE			IRWIN	PA	15642	
CONDUCTIX-WAMPFLER		PO BOX 809090			CHICAGO	IL	60680	
CONFER, STEVEN R		Address on File						
CONNECTWISE INC.		4110 GEORGE ROAD	SUITE 200		TAMPA	FL	33634	
CONNOR, MATTHEW		Address on File						
CONRADI, BRANDON L		Address on File						
CONSOLIDATED ELECTRICAL DISTRIBUTORS (CED)		1911 W. FLORIDA AVE.			MIDLAND	TX	79703	
CONSOLIDATED ELECTRICAL DISTRIBUTORS, INC.		PO BOX 310656			DES MOINES	IA	50331-0656	
CONSOLIDATED RIG WORKS LP		6000 E. BERRY STREET			FORT WORTH	TX	76119	
CONSTELLATION ENERGY SERVICES, INC.		100 CONSTELLATION WAY	SUITE 600C		BALTIMORE	MD	21202	
CONTINENTAL INTERMODAL GROUP - TRUCKING LLC		420 THROCKMORTON STREET STE. 550			FORT WORTH	TX	76102	
CONTINENTAL INTERMODAL GROUP-SOUTH TEXAS, LLC		PO BOX 847844			DALLAS	TX	75284	
CONTINENTAL INVESTMENTS LLC		5030 N MAY, #255			OKLAHOMA CITY	OK	73112	
CONTROLLED AIR LIMITED		P.O. BOX 201			WINKLER	MB	R6W1A8	CANADA
CONVEY-ALL INDUSTRIES INC		130 CANADA STREET			WINKLER	MB	R6W 0J3	CANADA
CONWAY, JAMES K		Address on File						
COOK, DEVONTE		Address on File						
COOKS PORTABLE TOILETS & SEPTIC SERVICE		104 SHAFER ROAD			CHENANGO FORKS	NY	13746	
COOLSPRING STONE SUPPLY, INC.		PO BOX 1328			UNIONTOWN	PA	15401	
COOPER, ANTHONY		Address on File						
COPE, RON	ATTN DERRICK S. BOYD	Address on File						
COPLEY, ROBIN		Address on File						
COPPERWOOD CAPITAL LLC		DEPARTMENT #300 PO BOX 4776			HOUSTON	TX	77210	
CORCORAN, MATTHEW D		Address on File						
CORDERO, GUSTAVO ADOLFO		Address on File						
Corey Cusack		5191 W Buckskin Rd			Pocatello	ID	83201	
CORIA, ANTONIO		Address on File						
CORNERSTONE FUNDING LLC		P.O. BOX 53367			MIDLAND	TX	79710	
CORNERSTONE ONDEMAND INC.		1601 CLOVERFIELD BLVD, SUITE 620S			SANTA MONICA	CA	90404	
CORONADO DEVELOPMENT CORPORATION		1617 E. HWY 66			EL RENO	OK	73036	
CORONADO, ALEXIS		Address on File						
CORONADO, GABRIELLE		Address on File						
CORPELLS WATER		2627 PEMBINA HWY			WINNIPEG	MB	R3T 2H5	CANADA
CORPERATE BILLING LLC		DEPT 100 PO BOX 830604			BIRMINGHAM	AL	35283	

Exhibit Q
Creditor Matrix
Served via First Class Mail

CreditorName	CreditorNoticeName	Address1	Address2	Address3	City	State	Zip	Country
CORPORATE BILLING LLC		DEPT 100	PO BOX 830604		BIRMINGHAM	AL	35283	
CORPORATE EXECUTIVE BOARD		3393 COLLECTIONS CENTER DRIVE			CHICAGO	IL	60693	
CORRADO, VICTORIA		Address on File						
CORSO, NICHALOS S		Address on File						
COTE, DAYTON	C/O VILLARI, LENTZ & LYNAME, LLC	Address on File						
COTTON LOGISTICS, INC	COTTON LOGISTICS DEPOSIT COLLECTION	PO BOX 3013, MISC # 600			HOUSTON	TX	77253	
COUMPY, MELVIN		Address on File						
COUNTRYSIDE COOPERATIVE		PO BOX 250			DURAND	WI	54736	
COUNTRYSIDE SEPTIC SERVICE LLC		6477 210TH STREET			CADOTT	WI	54727	
COUNTY OF EAU CLAIRE, WISCONSIN	DEPARTMENT OF PLANNING AND DEVELOPMENT	721 OXFORD AVE, RM 3344			EAU CLAIRE	WI	54703	
COUNTYLINE FABRICATION INC.		105 INDUSTRIAL PARKWAY			ELKLAND	PA	16920	
COUSIN BROS. LLC		W20985 COUNTY ROAD Q			WHITEHALL	WI	54773	
COUVILLION, WILLIAM A.		Address on File						
COVEWARE INC.		PO BOX 621	275 POST RD E STE 10		WESPORT	CT	06881	
COWEN AND COMPANY, LLC		599 LEXINGTON AVE.			NEW YORK	NY	10022	
COX BUSINESS SERVICES, LLC		1550 WEST DEER VALLEY ROAD			PHOENIX	AZ	85027	
COX, ROBERT J		Address on File						
CPA GLOBAL LIMITED		2318 MILL ROAD 12TH FLOOR			ALEXANDRIA	VA	22314	
CR3 PARTNERS, LLC		13355 NOEL ROAD	SUITE 2005		DALLAS	TX	75240	
CRAFT OFFICE SYSTEMS, INC.		PO BOX 60473			MIDLAND	TX	79711	
CRAIG, LAWRENCE BRUCE		Address on File						
CRAMER, JOHN		Address on File						
CRAMER, JOHN P		Address on File						
CRANE ENGINEERING		PO BOX 38			KIMBERLY	WI	54136	
CRANEMASTERS, INC.		P.O. BOX 645940			PITTSBURGH	PA	15264-5257	
CRANEY, JACOB ALLEN		Address on File						
CRAVENOR, ERIC S		Address on File						
CRC INSURANCE SERVICES		1 METROPLEX DRIVE SUITE 400			BIRMINGHAM	AL	35209	
CREEK ENERGY SERVICES		4165 30TH AVE S#102			FARGO	ND	58104	
CREEK PIPE COMPANY, LLC		PO BOX 120188			ARLINGTON	TX	76012	
CREGLER, EARL		Address on File						
CRESTMARK, A DIVISION OF METABANK		5480 CORPORATE DRIVE	SUITE 350		TROY	MI	48098	
CRISEL, ZACHARIAH		Address on File						
CRISP INDUSTRIES INC		PO BOX 326			BRIDGEPORT	TX	76426	
CRITTENDEN, MICHAEL		Address on File						
CROCKETT, RUSSELL W		Address on File						
CROCKETT, STEPHEN		Address on File						
CRUZ, JASON		Address on File						
CRUZ, JOSE		Address on File						
CRYSTAL SPRINGS INN AND SUITES	CANYON REAL ESTATE LP	20485 ROUTE 220			TOWANDA	PA	18848	
CSI MATERIAL HANDLING INC.		3075 AVENUE B			BETHLEHEM	PA	18017	
CST DRILLING FLUIDS, INC.		4400 A. AMBASSADOR CAFFERY #351			LAFAYETTE	LA	70508	
CST INDUSTRIES INC. (DBA CST STORAGE)	ACF FINCO I LP(FBO CST INDUSTRIES)	P.O. BOX 310691			DES MOINES	IA	50331	
CST STORAGE	C/O TOTZ, ELLISON & TOTZ	2211 NORFOLK STREET			HOUSTON	TX	77098	
CST STORAGE		PO BOX 310691			DES MOINES	IA	50331	
CT LIEN SOLUTIONS	CT CORPORATION SYSTEM	PO BOX 301133			DALLAS	TX	75303	
CT LIEN SOLUTIONS		LOCKNOX 200824			HOUSTON	TX	77216	
CTW CORPORATION		21500 W GOOD HOPE RD			LANNON	WI	53046	
CUCCIARDO, ROBERT		Address on File						
CUCCIARDO, ROBERT M.		Address on File						
CUERO OIL FIELD HOUSING, LLC		513 FM 766			CUERO	TX	77954	
CULLIGAN WATER		1928 TRUAX BLVD			EAU CLAIRE	WI	54703-9613	

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CULLIGAN WATER CONDITIONING OF WEST TEXAS, INC.		10018 WEST BUSINESS I-20			MIDLAND	TX	79706	
CUMMINS, INC. DBA CUMMINS SALES AND SERVICE		#774494 - CUMMINS BRIDGEWAY	4494 SOLUTIONS CENTER		CHICAGO	IL	60677	
CUMMINS, JEFFREY		Address on File						
CUNNINGHAM, ANDRE LA SHAWN		Address on File						
CUNNINGHAM, JUSTIN		Address on File						
CURCIO, ANTHONY J		Address on File						
CURSI DRILLING COMPANY, INC.		34 ONTARIO RD			SCENERY HILL	PA	15360	
CUSH CORP.		1001 FALCONCREST CT			NIXA	MO	65714	
Cynthia A Marshall		PO Box 261			Berry	NY	14740	
Cynthia A Marshall		PO Box 261			Gerry	NY	14740	
CYNTHIA CERVELLI		700 WILMINGTON ISLAND RD 305			SAVANNAH	GA	31410	
D & I SILICA, LLC		1330 POST OAK BLVD.	SUITE 600		HOUSTON	TX	77056	
D George Richards and Joan A Richards		120 W Mountain Road			Sparta	NJ	07871-3526	
D&J TRANSPORT LLC		250 N. STATE HWY 360 #2101			MANSFIELD	TX	76063	
D.A. LOEWEN ELECTRIC LTD.		1-249 MANITOLOA ROAD			WINKLER	MB	R6W 0J8	CANADA
DAHL, CHRISTOPHER	TENNEY AVENUE	Address on File						
DAIRYLAND LABORATORIES INC		217 EAST MAIN ST.			ARCADIA	WI	54612	
DAKOTA FLUID POWER, INC.		3409 NORTH LEWIS AVE.			SIOUX FALLS	SD	57104	
Dale Jakupca		5 Durango Pl			Cleveland	SC	29635	
Dale L Marshall IRA		PO Box 261			Gerry	NY	14740	
DALEIDEN, JOHN		Address on File						
DAMARC QUALITY INSPECTION SERVICES		2195 59TH ST.			SOMERSET	WI	54025	
DAMARC QUALITY INSPECTION SERVICES LLC		PO BOX 475			NEW RICHMOND	WI	54017-0475	
Dan Xie		9262 Potomac Loop			Fort Belvoir	VA	22060	
DANIEL ENERGY PARTNERS LLC	JOHN M. DANIEL	400 N SAM HOUSTON PARKWAY E, STE 60			HOUSTON	TX	77060	
Daniel J Sansone		331 Woodland Ave			Brielle	NJ	08730	
Daniel John DeBlaay	Dan DeBlaay	7760 Myers Lake Ave			Rockford	MI	49341	
Daniel R Krautkramer		141017 County Road NN			Marathon	WI	54448	
Daniel Schmechel		1333 Orchard View Lane			Mukwonago	WI	53149	
DANKLE, FLOYD A		Address on File						
DAR 3 RIVERWAY LP		PO BOX 203236			DALLAS	TX	75320-3236	
DAREN THOMPSON EXCAVATING		274 TANGLEWOOD ROAD			COVINGTON	PA	16917	
DARK HORSE SAFETY, INC.		PO BOX 2078			ANDREWS	TX	79714	
Darleen Keane Wisniefski		3320 NW 9th Street			Cape Coral	FL	33993	
DARRENKAMP, SHERMAN L		Address on File						
Darwin H Mesadieu		301 S. Reynolds St. Apt 404			Alexandria	VA	22304	
DATA PROJECTIONS INC.		3700 W. SAM HOUSTON PKWY S #525			HOUSTON	TX	77042	
DATASITE LLC		PO BOX 74007252			CHICAGO	IL	60074	
DATAVOX INC		6650 W. SAM HOUSTON PARKWAY SOUTH			HOUSTON	TX	77072	
DATAWATCH SYSTEMS, INC.		PO BOX 79845			BALTIMORE	MD	21279-0845	
DATAWRIGHT CORP. DBA PLATTS RIGDATA		P.O. BOX 840439			DALLAS	TX	75284	
David C Kwong		191 Nantucket Place			Morganville	NJ	07751	
David C. Tien		506 Glen Ridge Dr. S			Bridgewater	NJ	08807	
David M. Gallagher		PO Box 329			Eugene	OR	97440	
David M. Rex		2812 Monterrey Ln			Monroe	NC	28110	
DAVID MARTIN CREATIVE SERVICES	ROBERT D MARTIN	2007 ROBIN HILL LANE			CARROLLTON	TX	75007	
David W Nerenberg		475 Ginger Trail			Lake Zurich	IL	60047	
DAVID, ROBERT M		Address on File						
DAVIS, ANDREW		Address on File						
DAVIS, LAMARCO DEMAAL		Address on File						
DAVIS, SAMUEL		Address on File						

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DAWES RIGGING & CRANE RENTAL, INC. / DST, INC.		PO BOX 44080			MILWAUKEE	WI	53214	
DAWLEY, CALEB L		Address on File						
DAWLEY, MORGAN		Address on File						
DAWLEY, WESLEY A		Address on File						
DB&B ENERGY SERVICES LLC		PO BOX 16253			GREENVILLE	SC	29606	
DCM MANUFACTURING INC	MARADYNE MOBILE, MARADYNE HIGH PERF	4540 WEST 160TH STREET			CLEVELAND	OH	44135-2628	
DCMM RENTAL ONE LTD	DBA RENTAL ONE, SUPPLY DEPOT, R-1 S	PO BOX 489			COLLEYVILLE	TX	76034	
DE LAGE LANDEN		PO BOX 41602			PHILADELPHIA	PA	19101-1602	
Debora Mulcahy		283 Rangeway Rd			North Billerica	MA	01862	
Deborah Boyd		47 Trailridge Drive			Melissa	TX	75454	
DEERE CREDIT INC		6400 NW 86TH STREET, PO BOX 6600			JOHNSTON	IA	51031	
DEGENHARDT TIRE INC.		18933 STATE HIGHWAY 71			NORWALK	WI	54648	
DEICHLER, TIMOTHY J		Address on File						
DEINES, TYLER		Address on File						
DEINES, TYLER & PALUMBO, DOROTHY		Address on File						
DEINES, TYLER VERNON		Address on File						
DELABRA, JAVIER EUSEDIO		Address on File						
DELAGARZA, JOHN		Address on File						
DeLane McCurry		1845 Brewster Road			Birmingham	AL	35235	
DELANY, TONIA		Address on File						
DELCOM INC.		1208 MEADOWBROOK DR.			PECOS	TX	79772	
DELGADO, JACOB		Address on File						
DELMAR TOWNSHIP		610 N. LAWTON ROAD			WELLSBORO	PA	16901	
DELOACH, DARMARCUS		Address on File						
DELOITTE & TOUCHE LLC		PO BOX 844708			DALLAS	TX	75284	
DELTA PUBLICATIONS, INC.		606 FREMONT ST	PO BOX 237		KIEL	WI	53042	
DELUXE SMALL BUSINESS SALES, INC		P.O. BOX 4656			CAROL STREAM	IL	60197	
DELVO, JUAN		Address on File						
DEMCO EXCAVATING, INC.		PO BOX 197			FARMINGTON	PA	15437	
DEMETTE, RHETT		Address on File						
DEMPSEY, LAWRENCE		Address on File						
Denise M. Chaisson		111 Rue Gambetta			La Fayette	LA	70507-5334	
DENNEY ELECTRIC SUPPLY OF WELLSBORO		7 PEARL STREET			WELLSBORO	PA	16901	
Dennis R. Raney		PO Box 8970			Ketchum	ID	83340	
DENNIS SMITH LANDSCAPING & NURSERY		N46899 SPRING LANE			OSSEO	WI	54758	
DENNIS, TROY		Address on File						
DENRAY TIRE		485 GEORGE AVE			WINKLER	MB	R6W 0J4	CANADA
DENTON, JASON JEROME		Address on File						
DEPARTMENT OF REVENUE		PO BOX 8021			HELENA	MT	59604	
DEPUY, COREY		Address on File						
DEROUSSEAU HEATING AND COOLING INC.		24771 FOLEY AVE.			TOMAH	WI	54660	
Derrell Scott Bambrough		8861 W Saguaro Skies Rd			Marana	AZ	85653	
DERRICK CORPORATION		590 DUKE ROAD			BUFFALO	NY	14225	
DESIGN BUILDERS & CONTRACTORS OF EAU CLAIRE LLC		E 8603 620TH AVE			ELK MOUND	WI	54739	
DEWBERRY, BRANDON W		Address on File						
DEYO TRANSPORTATION SERVICES, LLC		20 WEST HARVARD CIRCLE			ODESSA	TX	79765	
DIAMOND VALLEY AUTOMOTIVE	ATTN JEREMIAH STRAUSS	S11372 PEASE ST			AUGUSTA	WI	54722	
DIAMOND VALLEY AUTOMOTIVE		S11372 PEASE ST			AUGUSTA	WI	54722	
DIAMOND VALLEY SAND, LLC		S11369 PEASE STREET			AUGUSTA	WI	54722	
DIAZ, JOSE LUIS		Address on File						
DIAZ, MARK		Address on File						

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DIAZ, VICTOR		Address on File						
DIKE, CHUKWUDI		Address on File						
DIMINO, DOMINIC W.		Address on File						
DIRCKS CONCRETE SERVICES LLC		S11511 COUNTY ROAD F			ELEVA	WI	54738	
DIRECT HIRE SOLUTIONS		7100 W 44TH AVE	SUITE 200		WHEAT RIDGE	CO	80033	
DIRT TECH CONSTRUCTION & EXCAVATION		7070 HUDSON CEMETERY RD			MANSFIELD	TX	76063	
DISCOUNT POWER		PO BOX 2229			HOUSTON	TX	77252	
DISTEFANO, MICHAEL		Address on File						
DITCH WITCH MID-STATES	OHIO UNDERGROUND INC.	3660 INTERCHANGE RD			COLUMBUS	OH	43204	
DIVERSIFIED FALL PROTECTION		24400 SPERRY DRIVE			CLEVELAND	OH	44145	
DIXON, ROBERT		Address on File						
DJS FAMILY RESTAURANT		999 BOUNDARY TRAIL			WINKLER	MB	R6W 4B4	CANADA
DL KING TRANSPORT LLC		6395 STATE ROUTE 103N, BUILDING 51A			LEWISTOWN	PA	17044	
DMS PUBLISHING LLC	ENERGY PROSPECTUS GROUP	4718 YORKSHIRE ST			SUGAR LAND	TX	77479	
DOCUSIGN, INC.		PO BOX 123428	DEPT 3428		DALLAS	TX	75312	
DOELL, JONATHAN		Address on File						
DOHRN TRANSFER COMPANY, LLC		PO BOX 83138			CHICAGO	IL	60691	
DOLPHIN GRAPHICS INC.		5601 BINTLIFF DR STE 530			HOUSTON	TX	77036	
DOMINGUEZ, SERGIO JAMES		Address on File						
Donald Adler		3903 NOSTRAND AVE			BROOKLYN	NY	11235	
Donald E Williams		3286 S Crapo Rd			Ithaca	MI	48847-9564	
Donald F. Haslam		2812 County St 2791			Chickasha	OK	73018	
DONALDSON COMPANY, INC.		PO BOX 207356			DALLAS	TX	75320	
Donna S Ash		13713 Beechwood Point Rd			Midlothian	VA	23112	
Donna Y Johnson	Wells Fargo Advisor	403 North Shady Lane			Dothan	AL	36303	
DONS AUTO TRUCK CENTER		28843 STATE HWY 21			TOMAH	WI	54660	
DORNER PRODUCTS, INC.		PO BOX 189			SUSSEX	WI	53089-2101	
DOUBLE H ENTERPRISES		36051 WALNUT ST.			INDEPENDENCE	WI	54747	
DOUBLE M CATTLE LLC		115 JACKSOM RD #312			BRADFORD	AR	72020	
DOUBLE T&T TRUCKING INC		PO BOX 493			ISOM	KY	41824	
Douglas J Kast and Lynn M Kast	Douglas J Kast	5368 Ridge Trail N.			Clarkston	MI	48348	
Douglas J. Kreft		14591 W Windsor Ave			Goodyear	AZ	85395	
DOZAL, EVANGELINA		Address on File						
DOZAL, LAURA ORTIZ		Address on File						
DRANGSTEVEIT, LEYLAND AND MARRY	C/O TIM JACOBSON	Address on File						
DRAPER, DOMONIQUE		Address on File						
DRIFTWOOD BOROUGH TAX COLLECTOR		PO BOX 64			DRIFTWOOD	PA	15832	
DROP ZONE SEPTIC AND PORTABLES		8907 CURVUE RD.			EAU CLAIRE	WI	54703	
DRUGTESTSINBULK.COM	MERGERS MARKETING INC.	9333 MELVIN AVE			NORTHRIDGE	CA	91324	
DS ELECTRIC SUPPLY INC.		PO BOX 310656			DES MOINES	IA	50331	
DUFF, JERRY		Address on File						
DUNN, JERAMY R		Address on File						
DUPLECHAIN, KEVIN LEON		Address on File						
DURBIN, JAMES LAWRENCE		3331 W DENGAR AVE			MIDLAND	TX	79707	
DURUGBOR, RANDY C.		Address on File						
DXP ENTERPRISES		PO BOX 840511			DALLAS	TX	75284	
DYNALOGISTICS, LLC		951 CORAL RIDGE COURT			PROSPER	TX	75078	
DYNAMIC FASTENER SERVICES INC.		PO DRAWER 16837			RAYTOWN	MO	64133	
E & B INSULATION		PO BOX 5434451			ATLANTA	GA	30353	
E Bernstein & H Bernstein Trust		9573 Campi Drive			Lake Worth	FL	33467	
E.C. LOGIK LLC		2570 N. FIRST STREET, SUITE 200			SAN JOSE	CA	95131	
E-470 PUBLIC HIGHWAY AUTHORITY		22470 E. STEPHEN D. HOGAN PARKWAY, SUITE 100			AURORA	CO	80018	
E-470 PUBLIC HIGHWAY AUTHORITY		PO BOX 5470			DENVER	CO	80217-5470	
EAGLE LANES TRANSPORTATIONS LLC		1624 SUNSET DRIVE APT 206			SAN ANGELO	TX	76904	
EAS LOGISTICS LLC		15500 W. FOUNTAIN RD			TONKAWA	OK	74653	
EAST SPRING BRANCH FOOD PANTRY		7901 WESTVIEW DRIVE			HOUSTON	TX	77055	

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EASTEP, JACKIE R		Address on File						
EASTEP, JIMMIE		Address on File						
EASTERN MICHIGAN UNIVERSITY	PROFESSIONAL PROGRAMS AND TRAINING	203 BOONE HALL			YPSILANTI	MI	48197	
EASTERN MINORITY SUPPLIER DEVELOPMENT COUNCIL		ROBIN PLACE	2000 HAMILTON ST. SUITE 308		PHILADELPHIA	PA	19130	
EATON TOWING AND RECOVERY LLC		PO BOX 472			SHELLEY	ND	83274	
EAU CLAIRE CITY - COUNTY HEALTH DEPARTMENT		720 2ND AVENUE			EAU CLAIRE	WI	54703	
Eau Claire County	Kathryn Schauf, County Administrator	721 Oxford Avenue	Suite 3520		Eau Claire	WI	54703	
EAU CLAIRE COUNTY LAND CONSERVATION DIVISION		227 1ST ST WEST			ALTOONA	WI	54720	
EAU CLAIRE COUNTY LAND CONSERVATION DIVISION		721 OXFORD AVE., SUITE 3344			EAU CLAIRE	WI	54703	
EAU CLAIRE COUNTY SHERIFF DEPARTMENT		S11011 CTY. RD. M			AUGUSTA	WI	54722	
EAU CLAIRE COUNTY TREASURER	ATTN GLENDA J LYONS	721 OXFORD AVE			EAU CLAIRE	WI	54703-5478	
EAU CLAIRE COUNTY TREASURER	GLENDA J LYONS	721 OXFORD AVE			EAU CLAIRE	WI	54703-5478	
EAU CLAIRE ENERGY COOPERATIVE		8214 US-12			FALL CREEK	WI	54742	
EAU CLAIRE SELF STORAGE		PO BOX 61			EAU CLAIRE	WI	54702	
EBBEN, MATTHEW D		Address on File						
ECAPITAL, LLC		PO BOX 206773			DALLAS	TX	75320	
ECHAMBER		101 N. FARWELL STREET	SUITE 101		EAU CLAIRE	WI	54703	
ECKINGER LAW OFFICES LTD.		502 WEST HIGH STREET			ORRVILLE	OH	44667	
ECONOMIC RESEARCH INSTITUTE		PO BOX 3524			SEATTLE	WA	98124	
ECONOMY TRANSPORTATION & LOGISTICS LLC		PO BOX 451816			HOUSTON	TX	77245	
Ector CAD	Linebarger Goggan Blair & Sampson, LLC	112 E Pecan Street	Suite 2200		San Antonio	TX	78205	
ECTOR COUNTY APPRAISAL DISTRICT		1301 E 8TH STREET			ODESSA	TX	79761	
ECTOR COUNTY TAX ASSESSOR		1010 E 8TH STREET #100			ODESSA	TX	79761	
ECTOR COUNTY TAX ASSESSOR-COL	ATTN BARBARA HORN	1010 E 8TH			ODESSA	TX	79761	
ED DAVENPORT, INC		P.O. BOX 907			BRADY	TX	76825	
EDM Income Trust	Doris Martyn	229370 Pheasant Falls Rd			Edgar	WI	54426	
EDOP LLC DBA WOC ENERGY		44 REUTER BLVD			TOWANDA	PA	18848	
Edward Jones & Co Custodian Fbo Hans - Peter Voss IRA		875 Boxwood Drive			Crystal Lake	IL	60014	
Edward S. Miller		103 Prancer St			Beaufort	NC	28516	
Edward W. Clark IRA Acct WE75597		12 East 10th St			Bayonne	NJ	07002	
EDWARDS, GREGORY S		Address on File						
Edwin & Patricia Silverman 1994 Trust	Edwin Silverman	13332 Crest Valley Dr			Reno	NV	89511	
Edwin J Hansen		19614 Swan Valley Drive			Cypress	TX	77433	
EECOL ELECTRIC CORP.		1760 WELLINGTON AVE.			WINNIPEG	MB	R3H 0E9	CANADA
EEPB, P.C.		2950 NORTH LOOP WEST, STE. 1200			HOUSTON	TX	77092	
EGON ZEHNDER INTERNATIONAL INC.		350 PARK AVE., 8TH FLOOR			NEW YORK	NY	10022	
EHLER, RYAN DARRELL		Address on File						
EICHENSEER, CASIMIR J		Address on File						
Eleanor Tessier		630 Sweet Hollow Rd			Bloomsbury	NJ	08804	
ELECTRO-SENSORS INC.		6111 BLUE CIRCLE DRIVE			MINNETONKA	MN	55343	
ELEVATE SERVICES GROUP		5340 S. QUEBEC ST., STE 225N			GREENWOOD VILLAGE	CO	80111	
ELI HANNA		123 TALL OAKS DR UNIT C			WEYMOUTH	MA	02190	
ELIAS, JASON		Address on File						
ELIASON, KYLE J		Address on File						
ELLISON, DAVID EARL		Address on File						
ELSTON, WILLIAM CHRISTOPHER		Address on File						
EMEDCO		PO BOX 95904			CHICAGO	IL	60694	
EMERGENCY TRAILER LLC		208 E CHAMBERS ST			CLEBURNE	TX	76031	

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EMMANUEL TRUCKING AGENCY LLC	ATTN EMMANUEL HUTCHINSON	2261 NW 42ND ST			OKLAHOMA CITY	OK	73112	
EMPIRE LOGISTIC INC.		PO BOX 168688			IRVING	TX	75016	
EMPIRE SCALE CORPORATION DBA PRECISION SCALE & BALANCE		140 ROTECH DRIVE			LANCASTER	NY	14086	
EMTEK MATTING SOLUTION, LLC	ANTHONY HARWOOD COMPOSITE, INC.	606 E CENTER ST.			SHERIDAN	AR	72150	
ENABLEPATH, LLC		PO BOX 531615			ATLANTA	GA	30353-1615	
ENDECO ENGINEERS INC		PO BOX 6319			SHREVEPORT	LA	71136	
ENDRESS & HAUSER INC.		DEPT. 78795 PO BOX 78000			DETROIT	MI	48278	
ENDURANCE AMERICAN INSURANCE COMPANY		750 3RD AVENUE			NEW YORK	NY	10017	
ENERCOM INC.		410 17TH STREET, SUITE 250			DENVER	CO	80202	
ENERGAGE, LLC		397 EAGLEVIEW BLVD, SUITE 200			EXTON	PA	19341	
ENERGES SERVICES LLC		1328 E 18TH STREET			GREELEY	CO	80631	
ENERGY SOURCING, LLC	ACCOUNTS RECEIVABLES	610 DURLEY DRIVE			HOUSTON	TX	77079	
ENERGYS USA INC.		PO BOX 325			WAUPACA	WI	54981	
ENGENUITY INC	HILFLO INC	PO BOX 2351			CONROE	TX	77305	
ENGIE RESOURCES		1990 POST OAK BOULEVARD, SUITE 1900			HOUSTON	TX	77056-3831	
ENGIE RESOURCES		PO BOX 9001025			LOUISVILLE	KY	40290	
ENGINEERED SOFTWARE PRODUCTS		1075 PROGRESS CIRCLE			LAWRENCEVILLE	GA	30043	
ENGINEERED SOFTWARE PRODUCTS INC.		1075 PROGRESS CIRCLE			LAWRENCEVILLE	GA	30043	
ENOS, KODEY		Address on File						
ENQUEST ENERGY SOLUTIONS LLC		4554 KENNEDY COMMERCE DRIVE			HOUSTON	TX	77032	
ENTERGY		PO BOX 8103			BATON ROUGE	LA	70891-8103	
ENTERGY CORPORATION		639 LOYOLA AVE			NEW ORLEANS	LA	70113	
ENTERPRISE FM TRUST		1041 CENTREPARK DRIVE			HOUSTON	TX	77043	
ENTERPRISE HOLDINGS INC DBA EAN SERVICES LLC		PO BOX 402383			ATLANTA	GA	30384	
ENTRANCE CONSULTING SERVICES, INC.	DBA ENTRANCE	P.O. BOX 924614			HOUSTON	TX	77292	
ENVIRONMENTAL BRANDING, INC.		2810 EAST TRINITY MILLS	#209-337		CARROLLTON	TX	75006	
ENVIRONMENTAL INTELLIGENCE, INC.		774 NORTH BEND			AMERY	WI	54001	
ENVIRONMENTAL SYSTEMS RESEARCH INSTITUTE INC.		PO BOX 741076			LOS ANGELES	CA	90074	
EO JOHNSON BUSINESS TECHNOLOGIES		8400 W. STEWART AVE			WAUSAU	WI	54401	
EOG RESOURCES, INC.		1111 BAGBY SKY LOBBY 2			HOUSTON	TX	77002	
EP EMPLOYMENT SVS. DBA LABORMAX STAFFING	ACCOUNTS RECEIVABLE	PO BOX 7850			GAINESVILLE	GA	30504	
EP EXECUTIVE PRESS INC		PO BOX 674438			DALLAS	TX	75267	
EPPERS, NATHAN A		Address on File						
EQUALIZER SYSTEMS		3112 LEXINGTON PARK DR			ELKHART	IN	46514	
ERGOTECH CONTROLS INC	DBA INDUSTRIAL NETWORKING SOLUTIONS	3321 ESSEX DRIVE			RICHARDSON	TX	75082	
Eric Layton		PO Box 998			Rockwall	TX	75087	
Eric Szuch		2011 Gardner Ave.			Berkley	MI	48072	
Eric Y Lin & Juliet S.S. Lin Jt Ten	Juliet S.S. Lin	17 White Pine Lane			East Setauket	NY	11733	
ERICS TRUCKING EAS LLC		15500 W FOUNTAIN RD			TONKAWA	OK	74653	
ERIETEC INC		PO BOX 10307			ERIE	PA	16514	
ERIKS NA		Address on File						
ERNST, JEREMY J		Address on File						
ERTEC ENVIRONMENTAL SYSTEMS		1150 BALLENA BLVD	SUITE 250		ALAMEDA	CA	94501	
ERV SMITH SERVICES INC.		1225 TRUAX BLVD.			EAU CLAIRE	WI	54703	
ESCANABA & LAKE SUPERIOR RAILROAD COMPANY		ONE LARKIN PLAZA	PO BOX 217		WELLS	MI	49894	
ESCOBEDO, CORY DON		Address on File						

Exhibit Q
Creditor Matrix
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CreditorName	CreditorNoticeName	Address1	Address2	Address3	City	State	Zip	Country
ESCOBEDO, RICKY V		Address on File						
ESKILLZ CORP		1155 F ST NW STE 1050			WASHIGTON	DC	20004-1329	
ESPARZA, ISABEL		Address on File						
ESPINO, GERARDO		Address on File						
ESPY BROTHERS LLC		PO BOX 1712			PECOS	TX	79772	
ESTER, DARWIN T		Address on File						
ESTRADA SANCHEZ, ERICK GUSTAVO		Address on File						
ESTRADA, EDUARDO E		Address on File						
ETANU, FREEDOM		Address on File						
EUBANKS PRODUCTION SERVICES, LLC		4048 FM 2000			CALDWELL	TX	77836	
EUREKA MIDSTREAM, LLC		1707 1/2 POST OAK BLVD. #479			HOUSTON	TX	77056	
EVANS PRINTING		1302 RIVER ROAD			SPARTA	WI	54656	
EVANS, SAMUEL N		Address on File						
EVANS, TYLER W		Address on File						
EVENTURES PROMOTIONS LLC		P O BOX 6036			MIDLAND	TX	79704	
EVERCORE GROUP, LLC	C/O AP DEPARTMENT	PO BOX 5319			NEW YORK	NY	10150	
EVERYTHING SAFETY LLC		5312 2ND AVE W			WILLISTON	ND	58801	
EXCEED OILFIELD EQUIPMENT INC.		8300 CYPRESS CREEK PKWY	SUITE 400		HOUSTON	TX	77041	
EXCEL MACHINERY, LTD.		12100 EAST INTERSTATE 40			AMARILLO	TX	79118	
EXHIBITS BY SHOWBOX LLC		5250 N SAM HOUSTON PKWY W, STE 850			HOUSTON	TX	77086	
EXPLORE LOGISTICS LLC		4105 BYRON STREET			HOUSTON	TX	77005	
EXPLOSIVE CONTRACTORS, INC.		118 STATE DRIVE			HOLLISTER	MO	65672	
EXPRESS DISPOSALS	C/O SNYDER TRANSPORT INC	PO BOX 812			DOUGLAS	WY	82633	
EXPRESS SCALE SERVICES		PO BOX 748			CANYON	TX	79015	
EXPRESS SPORTS OF TEXAS		21806 W. FIREMIST CT.			CYPRESS	TX	77433	
EXTREME PLASTICS PLUS		360 EPIC CIRCLE DRIVE			FAIRMONT	WV	26554	
FABCO & INVESTMENTS INC (FABCO INDUSTRIAL SERVICES)		PO BOX 65			NEENAH	WI	54957	
FABICK RENTS		P O BOX 259290			MADISON	WI	53725-9290	
FABIN, KATHY		Address on File						
FAJEMBOLA, OYEWOLE OLAYEMI		Address on File						
FALLS MEAT SERVICE INC.		13212 MAIN ST.			PIGEON FALLS	WI	54760	
FALLSWAY EQUIPMENT COMPANY		PO BOX 4537			AKRON	OH	44310	
FAMILY PROMISE OF MONROE COUNTY INC		17304 HAVENWOOD RD			SPARTA	WI	54656	
FARMER, WILLIAM R.		Address on File						
FARNHAM & PFILE ENGINEERING INC.		1200 MARONDA WAY, SUITE 302			MONESSEN	PA	15062	
FASB		PO BOX 418272			BOSTON	MA	02241-8272	
FASTENAL CANADA, LTD.		900 WABANSKI DRIVE			KITCHENER	ON	N2C OB7	CANADA
FASTENAL COMPANY	JOHN MILEK	2001 THEURER BLVD.			WINONA	MN	55987	
FASTENAL COMPANY		P.O. BOX 1286			WINONA	MN	55987-1286	
FASTSIGNS #12801	HOGUE PARTNERSHIP	4410 N MIDKIFF SUITE C-9			MIDLAND	TX	79705	
FASTSIGNS 239001	C/O EGLOBAL ENTERPRISE LLC	110 W. MCMURRAY RD			MCMURRAY	PA	15317	
FAWLEY, CLARENCE L		Address on File						
FAYETTE COUNTY COMMUNITY ACTION AGENCY(FCCAA)		108 N. BEESON AVE.			UNIONTOWN	PA	15401	
Fayzul Chowdhury		3810 Laramie Place D			Alexandria	VA	22309	
FB CANADA		1330 POST OAK BLVD	SUITE 600		HOUSTON	TX	77056	
FB INDUSTRIES INC.		1330 POST OAK BLVD.	SUITE 600		HOUSTON	TX	77056	
FB INDUSTRIES USA INC.		1330 POST OAK BLVD.	SUITE 600		HOUSTON	TX	77056	
FB LOGISTICS, LLC		1330 POST OAK BLVD.	SUITE 600		HOUSTON	TX	77056	
FB USA		1330 POST OAK BLVD	SUITE 600		HOUSTON	TX	77056	
FEDERAL EXPRESS CORPORATION		DEPT CH PO BOX 10306			PALATINE	IL	60055	
FEDERAL INSURANCE COMPANY		202B HALLS MILL ROAD			WHITEHOUSE STATION	NJ	08889	
FEDERAL TRADE COMMISSION		600 PENNSYLVANIA AVE. NW			WASHINGTON	DC	20580	
FEDEX CANADA		PO BOX 4626 TORONTO STN A			TORONTO	ON	M5W5B4	CANADA
FEDEX CUSTOM CRITICAL INC.		PO BOX 645135			PITTSBURGH	PA	15264	

Exhibit Q
Creditor Matrix
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CreditorName	CreditorNoticeName	Address1	Address2	Address3	City	State	Zip	Country
FEDEX FREIGHT		LOCKBOX 916831	PO BOX 9100 STN F		TORONTO	ON	M4Y 3A5	CANADA
FEDEX FREIGHT INC		DEPT CH PO BOX 10306			PALATINE	IL	60055-0306	
FEDEX OFFICE AND PRINT SERVICES	FEDEX OFFICE PRINT & SHIPPING	P O BOX 672085			DALLAS	TX	75267-2085	
FENCING PLUS, INC.		N7884 SUNNYSIDE ROAD			SHELDON	WI	54766	
FERGUSON	FERGUSON ENTERPRISES #276	P O BOX 802817			CHICAGO	IL	60680-2817	
FERREIRA, KRAIG ALEXANDER		Address on File						
FESTIVAL FOODS		3800 EMERALD DRIVE			ONALASKA	WI	54660	
FEYENS ARCADE PUMPING SERVICE LLC		P.O. BOX 194			ETTRICK	WI	54627	
FILA-MAR ENERGY SERVICES		1001 STUDEWOOD STREET	SUITE 202-B		HOUSTON	TX	77505	
FINANCIAL ACCOUNTING STANDARDS BOARD		401 MERRITT 7	P.O. BOX 5116		NORWALK	CT	06856-5116	
FINISH MASTER CANADA INC.		BOX 136			WINKLER	MB	R6W 4A4	CANADA
FIRE PROTECTION SPECIALISTS		1906 COMMERCIAL ST	PO BOX 289		BANGOR	WI	54614	
FIRST AMERICAN TITLE INSURANCE CO.		10 W. MIFFLIN ST. STE 302			MADISON	WI	53703	
FIRST BAPTIST CHURCH OF KERMIT		400 EAST BRYAN	PO BOX 1105		KERMIT	TX	79745	
FIRST FOUNDATION BANK		18101 VON KARMAN AVE., STE. 750			IRVINE	CA	92612	
FIRST INSURANCE GROUP CORP.		PO BOX 7000			CAROL STREAM	IL	60197	
FIRST SUPPLY LLC		6800 GISHOLT DRIVE	PO BOX 8124		MADISON	WI	53708	
FISHER, AARON C		Address on File						
FITZGERALD, PATRICK		Address on File						
FIVE STAR EQUIPMENT		1300 DUNHAM DRIVE	PO BOX 176		DUNMORE	PA	18512	
FLACK, JASON		Address on File						
FLAUGHER, TAYLOR		Address on File						
FLEMING, TIMOTHY A		Address on File						
FLINN, CALEB		Address on File						
Flint Brent		7 Benson Rd			Silver Creek	MS	39663	
FLORES, EDUARDO		Address on File						
FLORES, PAUL		Address on File						
FLOW-RITE PIPE AND SEWER SERVICES, LLC		PO BOX 3			GALESVILLE	WI	54630	
FLOYD, MARTY		Address on File						
FNF CONSTRUCTION, INC		115 S 48TH STREET			TEMPE	AZ	85281	
FOGLE, MARK WILLIAM	REPUBLIC OF TEXAS CLOTHING CO. INC.	Address on File						
FOLIO INVESTMENTS		P.O.BOX 10544			MCCLEAN	VA	22102	
FOLIO INVESTMENTS INC		PO BOX 10544			MCLEAN	VA	22102	
FOLTZ, BRENT R		Address on File						
FOLTZ, SAMUEL		Address on File						
FORKLIFT EXCHANGE INC.		116 W HUBBARD ST.			CHICAGO	IL	60654	
FORNEY, ALMON		Address on File						
FOSSIL EXHIBIT INTERNATIONAL LLC		500 NORTHPARK CENTRAL, SUITE 200			HOUSTON	TX	77073	
FOSTEL ENTERPRISES(DBA SLICKS AUTO SUPPLY AND HARDWARE)		107 S. TORNILLO ST.	PO BOX 1126		KERMIT	TX	79745	
FOSTER, JONATHAN ROGER		Address on File						
FOSTER, SWIFT, COLLINS AND SMITH PC		313 S WASHINGTON SQUARE			LANSING	MI	48933	
FOUR STAR DAIRY LLC		W 4413 CO. RD. C			NEILLSVILLE	WI	54456	
FOX, BRIAN J		Address on File						
FOX, ROBERT J		Address on File						
FRAKES, TRAVIS		Address on File						
FRANCIS, GAIL	ISEARCH CONSULTING	Address on File						
FRANCO, ANTONIO		Address on File						
FRANCO, BEVERLY N		Address on File						
FRANCO, BROCK		Address on File						
FRANCO, MARA		Address on File						
FRANCO, MARA A		Address on File						

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FRANCO, PEDRO		Address on File						
Frank A. Arabia		4000 Leechburg Rd			New Kensington	PA	15068	
Frank E. Stajenda		669 W River Rd			Waterville	ME	04901	
Frank Hayman Tootle		682 S Middlesex Rd			Carlisle	PA	17015	
FRANK, GREGORY H		Address on File						
FRANKLIN, JARVIS		Address on File						
FRANKS SHOES LLC		4921 CLAIRTON BLVD - RT 51			PITTSBURGH	PA	15236	
FRANKS, MICHAEL J		Address on File						
FRAZER TRANSPORT, INC		25511 BUDDE RD SUITE #2801			WOODLANDS	TX	77380	
FREESE AND NICHOLS INC.		PO BOX 980004			FORT WORTH	TX	76198	
FREIGANG, MICHIAL		Address on File						
FREIGHT FACTORING SPECIALISTS LLC		DEPT. 10010 P.O. BOX 31792			TAMPA	FL	33631	
FREIGHT LIME AND SAND HAULING, INC.		PO BOX 574			GREEN LAKE	WI	54941	
FREIGHT SERVICES GROUP INC.		1600 JAMES ST			SYRACUSE	NY	13203	
FREMONT TRUCKING LLC		301 YELLOWSTONE PLACE			SPEARFISH	SD	57783	
FRIESEN INSURANCE BROKERS		BOX 12 SOUTHLAND MALL	777 NORQUAY DRIVE		WINKLER	MB	R6W 2S2	CANADA
FRIESEN, DAVID V		Address on File						
FRIESEN, GREG		Address on File						
FRIESEN, JOHN E		Address on File						
FRIESEN, PETER		Address on File						
FRIESEN, TIMOTHEUS		Address on File						
FRIESEN, TYLER JAMES		Address on File						
FRITZ, LISA LANG		Address on File						
FRONTIER COMMUNICATIONS CORPORATION		401 MERITT 7			NORWALK	CT	06851	
FRONTIER FISCAL SERVICES LLC		106 NORTH MAIN	SUITE 100 PO- BOX 717		CROSBY	ND	58730	
FRONTIER RAILROAD SERVICES, LLC		100 BRADY PLACE, SUITE 200			NEW STANTON	PA	15672	
FRONTIER SUPPLY CHAIN SOLUTIONS INC.		210-555 HARVO STREET			WINNIPEG	MB	R3T 3L6	CANADA
FRONTLINE MACHINERY LTD		43779 PROGRESS WAY			CHILLIWACK	BC	V2R0E6	CANADA
FROST, CHARLES ALEXANDER		Address on File						
FRYE, DARRIN ALVIN		Address on File						
FUL-FLO INDUSTRIES. LTD.		BOX 31, GROUP 200, RR2			WINNIPEG	MB	R2C 2E6	CANADA
FULLMER, STEVEN		Address on File						
FULTON, CONNOR REID		Address on File						
FULTON, LAURA C		Address on File						
FURLANO, JONATHON P		Address on File						
G&RG, INC.	DBA G&RG TRUCKING	800 S. MEADOW			ODESSA	TX	79761	
GABLER, CALEB		Address on File						
GAIN, RICHARD KEITH		Address on File						
GALLEGOS, JAMES		Address on File						
GALLIA, JAMIE		Address on File						
GALSON LABORATORIES INC.		P O BOX 8000	DEPT 84		BUFFALO	NY	14267	
GALVAN, JAVIER		Address on File						
GALVAN, JOHN CHARLES		Address on File						
GALVANIC APPLIED SCIENCES USA INC.		101 BILLERICA AVE, BUILDING 5	STE. 104		NORTH BILLERICA	MA	01862	
GAMBLE, LORES		Address on File						
GANDY, KAILIA A		Address on File						
GANN AND SONS TRUCKING		6 DAISY AVE.			ROCK SPRINGS	WY	82901	
GANTZ, JOSEPH NOLAN		Address on File						
GARBERS ELECTRIC MOTOR COMPANY		1975 OLSON DRIVE			CHIPPEWA FALLS	WI	54729	
GARCIA, ANDRES		Address on File						
GARCIA, CARLOS		Address on File						
GARCIA, DANIEL A		Address on File						
GARCIA, ERIC LOUIS		Address on File						
GARCIA, GREGORIO		Address on File						

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CreditorName	CreditorNoticeName	Address1	Address2	Address3	City	State	Zip	Country
GARCIA, JEREMY M		Address on File						
GARCIA, JESUS		Address on File						
GARCIA, JESUS		Address on File						
GARCIA, JOE VICTOR		Address on File						
GARCIA, JUAN ANGEL		Address on File						
GARCIA, JUSTIN		Address on File						
GARCIA, MARISA		Address on File						
GARCIA, MIGUEL ANGEL		Address on File						
GARCIA, RENE RAFEAL		Address on File						
GARCIA, STEVEN		Address on File						
GARCIA, TONY MORALES		Address on File						
GARCIA, VERNOR		Address on File						
GARDNER, ROBERT B.		Address on File						
GARNER INDUSTRIES		PO BOX 29709			LINCOLN	NE	68529	
GARNER YAMAHA LLC		320 N DAL PASO			HOBBS	NM	88240	
GARRET TRUCKING, LLC		7651 COUNTRY ROAD 105			ROSCOE	TX	79545	
GARRINGER, BRENT A		Address on File						
Gary Engelking		21158 Bank Mill Rd			Saratoga	CA	95070	
Gary Harris	Gary S. Harris	436 Meadowcrest Park			Lexington	KY	40515	
Gary R. Schmechel		617 S. Worthington St			Oconomowoc	WI	53066-3675	
GARZA, ABRAHAM		Address on File						
GARZA, ARNULFO		Address on File						
GARZA, ARTURO		Address on File						
GARZA, ERIK		Address on File						
GARZA, HERIBERTO		Address on File						
GARZA, ISIDRO		Address on File						
GARZA, JUAN PABLO		Address on File						
GARZA, MIGUEL ANGEL		Address on File						
GARZA, RAYMOND		Address on File						
GASSER, JOSHUA		Address on File						
GASTELUM, ERIKA		Address on File						
GASTELUM, GABRIELA		Address on File						
GATEWAY RESOURCES		1582 PEMBINA AVE WEST			WINKLER	MB	R6W4B4	CANADA
GATLIN, JEREMY		Address on File						
GATOR GARB PROMOTIONS		2104 N HILLCREST PKWY			ALTOONA	WI	54720	
GATTUSO, FRANK E		Address on File						
Gavin Wishart		412 Casaloma Dr			Forest	VA	24551	
GBW RAILCAR SERVICES HOLDINGS, LLC		PO BOX 74008109			CHICAGO	IL	60674	
GEARING, GRETA J		Address on File						
GeFei Li		68 Distant Star			Irvine	CA	92618	
GEISSER, LOGAN J		Address on File						
GENDENJAMTS, DAVAAJARGAL		Address on File						
GENERAL SUPPLY & SERVICES, INC. GEXPRO		400 TECHNOLOGY COURT SE, SUITE R			SMYRNA	GA	30082	
GENPRO, LLC		PO BOX 61147			MIDLAND	TX	79711	
GENTRY, BRYCE		Address on File						
GENTRY, RANDAL		Address on File						
GENTRY, STEVEN		Address on File						
GEOFORCE, INC.	KRISTIE L BLUMENSCHEIN	5830 GRANITE PARKWAY, SUITE 1200			PLANO	TX	75024	
George Frank Miller		124 S Timber Top Dr			The Woodlands	TX	77380	
GEORGE R. SMALLEY COMPANY, INC.		PO BOX 96			HOPWOOD	PA	15445	
George Rawlins III		2302 Bridges Rd			Jonesboro	AR	72405	
George W Parks		1750 Peachcrest Drive			Lawrenceville	GA	30043	
GEORGES CREEK MUNICIPAL AUTHORITY		14 WATER STREET	PO BOX 338		SMITHFIELD	PA	15478	
GEORGES CREEK MUNICIPAL AUTHORITY		730 WEAVER MILL RD			SMITHFIELD	PA	15478	

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GEORGES TOWNSHIP TAX COLLECTOR		320 SMITHFIELD-HIGHHOUSE ROAD			SMITHFIELD	PA	15478	
GEORGESON LLC	COMPUTERSHARE HOLDINGS INC.	DEPT CH 16640			PALATINE	IL	60055	
Georgica Advisors, LLC	Rick Reiss, Chairman	152 West 57th Street	32nd Floor		New York	NY	10019	
GEO-SYNTHETICS LLC		2401 PEWAUKEE ROAD			WAUKESHA	WI	53188	
Gerald William Carlson	Gerald W. Carlson	1136 Point Basse Ave			Nekoosa	WI	54457-1516	
GERARD DANIEL WORLDWIDE, INC.		PO BOX 62869			BALTIMORE	MD	21264	
GERMANSON, JACOB		Address on File						
GHD SERVICES INC.		PO BOX 392237			PITTSBURGH	PA	15251	
GIBBS & BRUNS, LLP		1100 LOUISIANA	SUITE 5300		HOUSTON	TX	77002-5255	
GIBBS, GARY GENE		Address on File						
GIBSONS CUSTOMS TOWING LLC		PO BOX 931			DOUGLAS	WY	82633	
GIESBRECHT, JOEL THOMAS		Address on File						
GIESBRECHT, PAUL		Address on File						
GILLEN, TRACY LYNN		Address on File						
GILLESPIE, MATTHEW R.		Address on File						
GILSON COMPANIES INC		P O BOX 337			POWELL	OH	43065-0337	
GISLASON TARGOWNIK PETERS		675 NORQUAY DRIVE			WINKLER	MB	R6W 0L1	CANADA
GK TECHSTAR, LLC		802 WEST 13TH			DEER PARK	TX	77536	
Glenn D. Lee		4889 2nd Ave N			Duluth	MN	55803	
GLOBAL REWARD SOLUTIONS INC.		38 LEEK CRESENT	4TH FLOOR		RICHMOND HILL	ON	L4B4N8	CANADA
Glynn Pepper	L. Gylnn Pepper	112 Mahaffey Cove			Raymond	MS	39154-9618	
GLYNN, SEAN J		Address on File						
GOBEN CARS		2501 EAST SPRINGS DRIVE			MADISON	WI	53704	
GOETZKA, CHAD		Address on File						
GOLD CROSS COURIER SERVICE INC		P O BOX 1245			EAU CLAIRE	WI	54702-1245	
GOLIATH HYDRO-VAC, INC.		24937 REVERE AVE.			ELKO	MN	55020	
GOMEZ, MANUEL J.		Address on File						
GOMEZ, PEDRO		Address on File						
GONZALES JR., JOSE FRANCISCO		Address on File						
GONZALES, DAVID A.		Address on File						
GONZALES, JOSE FRANCISCO		Address on File						
GONZALEZ, ALEJANDRO		Address on File						
GONZALEZ, ALEX		Address on File						
GONZALEZ, CHRISTIAN IVAN		Address on File						
GONZALEZ, ISRAEL		Address on File						
GONZALEZ, JOHN M		Address on File						
GONZALEZ, JUSTIN		Address on File						
GONZALEZ, JUSTIN ANTHONY		Address on File						
GONZALEZ, LARRY L		Address on File						
GONZALEZ, LUIS		Address on File						
GONZALEZ, LUIS R.		Address on File						
GONZALEZ, ROBERTO		Address on File						
GONZALEZ, SUSAN JOHANNE		Address on File						
GOODEN, KENNETH I		Address on File						
GOODMAN, STEVEN F		Address on File						
GOPPERT, JONATHAN NICOLAS		Address on File						
GORDY, WILLIAM		Address on File						
GOSNELL, ANTHONY TAD		Address on File						
GOSZYK, NICOLE		Address on File						
Goyena M. Boucher	Vincent D. Boucher	7860 Foxborough Way			Owings	MD	20736	
GP RED RIVER SAND LLC		PO BOX 51661			CASPER	WY	82605	
Grace Mary Wood & Thomas L. Wood Grace Wood Date of Birth 01-04-56	Thomas & Grace Wood	2605 Whitney Place			Ft. Gratiot	MI	48059	
GRADO, CARLOS		Address on File						
GRAEBLER, RALF E		Address on File						
GRAHAM, MICHAEL LANE		Address on File						
GRA-HIL CONSTRUCTION, INC.		9253 ROUTE 6			WELLSBORO	PA	16901	

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GRANADO, RICARDO A		Address on File						
GRANADOS, JOEY		Address on File						
GRANADOS, MARCO A		Address on File						
GRANADOS, MARIBEL		Address on File						
GRANADOS, MIGUEL		Address on File						
GRANDE COMMUNICATIONS NETWORK LLC		PO BOX 679367			DALLAS	TX	75267	
GRANGERS LLC		556 N. OAKWOOD STREET			TOMAH	WI	54660	
GRANILLO, EDGAR ENRIQUE		Address on File						
GRANT THORNTON LLP		33562 TREASURY CENTER			CHICAGO	IL	60694	
GRANT THORNTON LLP		33911 TREASURY CENTER			CHICAGO	IL	60694	
GRANT, LARRY D		Address on File						
GRANT, MARLON		Address on File						
GRAPHIC PRODUCTS INC.		PO BOX 4030			BEAVERTON	OR	97076	
GRAY, LADELL A.		Address on File						
GRAYBAR ELECTRIC COMPANY INC.		12437 COLLECTIONS CENTER DRIVE			CHICAGO	IL	60693-2437	
GREAT AMERICAN INSURANCE COMPANY		301 E. FOURTH ST.			CINCINNATI	OH	45202	
GREAT PLAINS TRANSPORTATION SERVICES INC		PO BOX 4539			CAROL STREAM	IL	60197	
GREAT RIVER IRRIGATION OF WARRENS LLC		2665 BLUEBERRY ROAD			WARRENS	WI	54666	
GREATER TOMAH AREA CHAMBER OF COMMERCE		P.O. BOX 625			TOMAH	WI	54660-0625	
GREATER WASHINGTON COUNTY FOOD BANK		909 NATIONAL PIKE W.			BROWNVILLE	PA	15417	
GREATWIDE CHEETAH TRANSPORTATION, LLC		PO BOX 405828			ATLANTA	GA	30384	
GRECO GAS INC.		PO BOX 308			TARENTUM	PA	15084	
GREEN BANK N.A	EXHIBITS BY SHOWBOX LLC	PO BOX 796575			DALLAS	TX	75379	
GREEN MOUNTAIN ENERGY		DEPT 1233	PO BOX 121233		DALLAS	TX	75312-1233	
GREEN RIVER TRUCKING LLC		PO BOX 168688			IRVING	TX	75016	
GREEN RIVER TRUCKING VERNAL, INC		PO BOX 168688			IRVING	TX	75016	
GREENBRIER	C/O GREENBRIAR MANAGEMENT SERVICES, LLC	13820 COLLECTIONS CENTER DRIVE			CHICAGO	IL	60693	
GREENBRIER LEASING COMPANY LLC		13799 COLLECTIONS CENTER DRIVE			CHICAGO	IL	60693	
GREENBRIER LEASING COMPANY, LLC	ATTENTION EQUIPMENT ACCOUNTING	ONE CENTERPOINTE DRIVE	SUITE 200		LAKE OSWEGO	OR	97035	
GREENLINE HOSE & FITTLING LTD		1477 DERWENT WAY			DELTA	BC	V3M 6N3	CANADA
Gregory or Jennifer Stanek		S9920 Rodell Road South			Augusta	WI	54722	
GRIEGO, JAMES A		Address on File						
GRIFFEY, GARY BRANDON		Address on File						
GRIFFEY, GERRY W		Address on File						
GRIFFIN, AUSTIN		Address on File						
GRIGGS, TONY		Address on File						
GRIMALDO, ADRIAN		Address on File						
GRIMES, KODY M		Address on File						
GRIMES, RANDY SAMUEL		Address on File						
GRIMM, JOSHUA		Address on File						
GROEBNER & ASSOCIATES, INC.		21801 INDUSTRIAL BLVD			ROGERS	MN	55374	
GROSS AUTOMATION		3680 NORTH 126TH STREET			BROOKFIELD	WI	53005	
GROSS AUTOMATION		3680 NORTH 126TH STREET			BROOKFIELD	WI	53005-2421	
GROUNDHOG INVITATIONAL	ATTN KATIE SMITH	121 CHAMPION WAY, SUITE 210			CANONSBURG	PA	15317	
GRYPHON HOLDCO, LLC		1210 ANTOINE DRIVE			HOUSTON	TX	77055	
GSM INDUSTRIAL, INC.		3249 HEMPLAND ROAD			LANCASTER	PA	17601	
GST CANADA		PO BOX 14001, STATION MAIN			WINNIPEG	MB	R3C3M2	CANADA
Guenther Kirchmeier		2514 Aron Drive West			Seaford	NY	11783	
GUERRA, ELIAS		Address on File						

Exhibit Q
Creditor Matrix
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CreditorName	CreditorNoticeName	Address1	Address2	Address3	City	State	Zip	Country
GUERRA, RENE		Address on File						
GUERRERO, TIMOTHY	C/O KIMBERLY GUERRERO, PATE TRUCKING CO	Address on File						
GUILLEN, TIFFANY S.		Address on File						
GUILLORY, BRITNEY F		Address on File						
GULARTE, RAFAEL EMILIO		Address on File						
GULF COAST BANK AND TRUST COMPANY	C/O SHER GARNER CAHILL RICHTER KLEIN & HILBERT, L.L.C.	909 POYDRAS STREET	TWENTY-EIGHTH FLOOR		NEW ORLEANS	LA	70112-4046	
GULF COAST BUSINESS CREDIT		PO BOX 732951			DALLAS	TX	75373	
GULF COAST TANK AND CONSTRUCTION CO.		11173 HWY 36 S			WALLIS	TX	77485	
GULF PUBLISHING COMPANY INC.		PO BOX 2608			HOUSTON	TX	77252	
GUNDERSON, ERIC		Address on File						
GUNDERSON, GARY		Address on File						
GUNDERSON, SCOTT		Address on File						
Gustavo Telleria		609 W Church Rd			Sterling	VA	20164	
GUTHRIE, BILLY		Address on File						
GUTIERREZ, JIM		Address on File						
GUTSCH, MARK T		Address on File						
GUZA, EDWARD & SHIRLEY		Address on File						
GUZA, ROBERT G		Address on File						
GUZA, SHIRLEY J.		Address on File						
GUZMAN, CHRISTIAN		Address on File						
GUZMAN, SANTOS GUADALUPE		Address on File						
GZA GEOENVIRONNMENTAL, INC.		20900 SWENSON DRIVE	PO BOX 711810		CINCINNATI	OH	45271	
H & E EQUIPMENT SERVICES, INC.		PO BOX 849850			DALLAS	TX	75284-9850	
H & K EQUIPMENT INC.		4200 CASTEEL DRIVE			CORAOPOLIS	PA	15108	
H M P TRANSPORTATION	ATTN THOMAS PALMER	5420 ALEX RANCH RD.			CHEYENNE	WY	82007	
H&E EQUIPMENT SERVICES, INC.		PO BOX 849850			DALLAS	TX	75284	
H&S EXPRESS INC.		630 HILL ST.	PO BOX 184		FAIRBANK	PA	15435	
H.W.DAHNKE SALES CO. INC.		PO BOX 177			NASHOTAH	WI	53058	
H2M DESIGN GROUP, LLC	DBA ONPOINT CONSULTING	4663 INGERSOLL ST.			HOUSTON	TX	77027	
HAAS, AUDREY		Address on File						
HAAS, ERIC		Address on File						
HACH COMPANY		2207 COLLECTIONS CENTER DRIVE			CHICAGO	IL	60693	
HACKETT, DANIEL W		Address on File						
HAHN, MICHAEL J		Address on File						
HALL, AUSTIN		Address on File						
HALL, BROOKE M		Address on File						
HALL, MICHAEL		Address on File						
HALLEN VENTURES LLC	C/O HALLEN LEASING	390 SOUTH RACE STREET			DENVER	CO	80209	
HALLEN, EDWARD		Address on File						
HALLIBURTON ENERGY SERVICES, INC.		PO BOX 9000			DUNCAN	OK	73534	
HALO BRANDED SOLUTIONS INC.		1980 INDUSTRIAL DR.			STERLING	IL	61081	
HALRON LUBRICANTS INC.		1618 STATE STREET	PO BOX 2188		GREEN BAY	WI	54306	
HALVORSON, CHESTER E		Address on File						
HAMES, MANDY		Address on File						
HAMILTON, MICHAEL D		Address on File						
HAMILTON, SCOTT A		Address on File						
HAMIN HARDWARE & SUPPLIES LLC		274 TANGLEWOOD RD.			COVINGTON	PA	16933	
HAMM, BRYAN A		Address on File						
HAMMOND, DARREL C.		Address on File						
HAMRICK, BRITTANY NICHOLE		Address on File						
HANDY, JOSH C		Address on File						
HANEEF, MUHAMMED SAAD		Address on File						
HANSEN, CATHERINE VIOLET		Address on File						
HANSEN, CHRISTOPHER		Address on File						
HANSEN, STEPHEN R		Address on File						

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HANSON, PAUL R		Address on File						
Hanz Christian Jorgensen		6638 Joyce Way			Dallas	TX	75225	
HAPPY TRAILER SALES LLC		17700 IH-40 WEST			AMARILLO	TX	79124	
HARD ROCK SAWING & DRILLING SPECIALISTS CO.		P.O. BOX 718			KESHENA	WI	54135	
HARDIN, MARVIN L		Address on File						
HARGER, DAVID FLOYD		Address on File						
HARGROVE, RAYBURN W		Address on File						
HARGROVE-CORDERO, ROBERTO		Address on File						
HARKNER, NATHAN C		Address on File						
Harlen Pease		1830 W Merrill			Show Low	AZ	85901	
HARMAN, SHAWN ERIC		Address on File						
HARRIS COUNTY TAX ASSESSOR-COL		1001 PRESTON	PO BOX 4089		HOUSTON	TX	77210	
HARRIS COUNTY TAX COLLECTOR	ATTN ANN HARRIS BENNETT	1001 PRESTON ST.			HOUSTON	TX	77002	
HARRIS WAMSLEY ENTERPRISE, LLC		8605 ROBBINS LOOP DR.			REYNOLDSBURG	OH	43068	
HARRIS, CHRISTOPHER		Address on File						
HARRIS, ROBERT, ET AL.	ATTN DERRICK S. BOYD	Address on File						
HARRISON MACHINE & PLASTIC CORP		11614 STATE ROUTE 88			GARRETTSVILLE	OH	44231	
HART ENERGY PUBLISHING, LLP		PO BOX 301405			DALLAS	TX	75303	
HART, JOSEPH R		Address on File						
HART, PAULANN M		Address on File						
HARTJE LUMBER INC.		PO BOX 389	E4525A SCHUETTE RD.		LAVALLE	WI	53941-0389	
HARVEY ALLEN OUTDOORS, INC.		14323 STATE ROAD 70			GRANTSBURG	WI	54840	
HARVEY, SHAD S		Address on File						
HASKINS, EDWARD LINWWOD		Address on File						
HASTING, MARK EUGENE		Address on File						
HATCHER, DAVID		Address on File						
HATTAN, REID		Address on File						
HAUG, JORGEN P		Address on File						
HAUGOM, BENJAMIN M		Address on File						
HAWKINS		2381 ROSSGATE			ROSEVILLE	MN	55113	
HAWKINS, JESSICA		Address on File						
HAWLEY, CHRISTOPHER J		Address on File						
HAYDEN, LUKE JEREMY		Address on File						
HAYES & STOLZ INDUSTRIAL MFG.CO. LTD.		6500 CIRRUS DRIVE			BURLESON	TX	76028	
HAYNES, JAMES EDWARD		Address on File						
HAYS FOUNDATION-CHAD BECK		1216 WEST CLAY STREET			HOUSTON	TX	77019	
HAZARD, ALAN R		Address on File						
HAZELWOOD, SCOTT CHRISTOPHER		Address on File						
HDR ENGINEERING INC		PO BOX 74008202			CHICAGO	IL	60674	
HEABERLIN, SCOTT A		Address on File						
HEAD, TIFFANY		Address on File						
HEADINGTON, DEREK RICHARD		Address on File						
HEALTHIEST YOU	C/O HY HOLDINGS INC	1945 LAKEPOINTE DR			LEWISVILLE	TX	75057	
HEARLD, NICHOLAS		Address on File						
HEARTQUEST TRAINERS LLC	CHRISTOPHER A. DOLEN	2618 BLAKELEY AVENUE			EAU CLAIRE	WI	54701	
HEARTQUEST TRAINERS LLC		2618 BLAKELY AVENUE			EAU CLAIRE	WI	54707	
HEAVY - DUTY OPERATIONS, LLC		P.O. BOX 10037			MIDLAND	TX	79702	
HEAVY EQUIPMENT REPAIR LLC		W7722 OLD HWY 93			HOLMEN	WI	54636	
HEBERT, MATTHEW		Address on File						
HEDGECOTH, GARY D		Address on File						
HEEG WELL & PUMP LLC		5069 TRESTIK DRIVE			AUBURNDALE	WI	54412	
HEID, BRONSON		Address on File						
HEITZMAN, THOMAS FRANK		Address on File						
HELIUM		UNIT 2-820 TRIPLE E BLVD			WINKLER	MB	R6W 0M7	CANADA
HENDERSON, HEATHER N		Address on File						
HENDERSON, PATRICK O.		Address on File						
HENDRIX, MYKEL D		Address on File						

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HENNESSEY & CO. INC.		179 LINDEN HALL RD.			DAWSON	PA	15428	
HENRICH, COREY J		Address on File						
HENRY & COMPANY, P.C.		1177 WEST LOOP SOUTH, SUITE 1850			HOUSTON	TX	77027	
HENRY ANTHONY ZAMPA	HENRY A. ZAMPA	8277 BARTON FARMS BLVD			SARASOTA	FL	34240	
Henry Berger		2309 Kendal Way			Sleepy Hollow	NY	10591	
HENRY, MICHAEL		Address on File						
HENSLER COMMUNICATION CONSULTANTS LP	C/O HC GLOBAL	500 PENNSYLVANIA AVE.			IRWIN	PA	15642	
HERC RENTALS, INC		PO BOX 936257			ATLANTA	GA	31193	
HERMAN, RYAN		Address on File						
HERMOSILLO, SERGIO		Address on File						
HERNANDEZ, AGUSTIN		Address on File						
HERNANDEZ, ALEXIS		Address on File						
HERNANDEZ, ANDREW		Address on File						
HERNANDEZ, BRENDA L		Address on File						
HERNANDEZ, DESIREE M		Address on File						
HERNANDEZ, EDGAR		Address on File						
HERNANDEZ, EMMANUEL		Address on File						
HERNANDEZ, GERMAN		Address on File						
HERNANDEZ, ISAIAH S		Address on File						
HERNANDEZ, JEREMY		Address on File						
HERNANDEZ, JOE I		Address on File						
HERNANDEZ, JOHN		Address on File						
HERNANDEZ, JOSE		Address on File						
HERNANDEZ, JOSHUA H		Address on File						
HERNANDEZ, MATTHEW		Address on File						
HERNANDEZ, MICHAEL ANTHONY		Address on File						
HERNANDEZ, MIGUEL A.		Address on File						
HERNANDEZ, RICK		Address on File						
HERNANDEZ, ROLANDO		Address on File						
HERRERA, LESLIE ANN		Address on File						
HERRERA, XAVIER		Address on File						
HERRON, ASPEN		Address on File						
HEXAGON MINING INC		40 E CONGRESS STREET	STE 300		TUCSON	AZ	85701	
HEXION INC.		12850 COLLECTION CENTER DRIVE			CHICAGO	IL	60693	
HICKERSON, MARK		Address on File						
HICKS, CHRISTOPHER JAY		Address on File						
HI-CRUSH AUGUSTA LLC		1330 POST OAK BLVD.	SUITE 600		HOUSTON	TX	77056	
HI-CRUSH BLAIR LLC		1330 POST OAK BLVD.	SUITE 600		HOUSTON	TX	77056	
HI-CRUSH CANADA INC.		1330 POST OAK BLVD.	SUITE 600		HOUSTON	TX	77056	
HI-CRUSH INC.		1330 POST OAK BLVD.	SUITE 600		HOUSTON	TX	77056	
HI-CRUSH INVESTMENTS INC.		1330 POST OAK BLVD.	SUITE 600		HOUSTON	TX	77056	
HI-CRUSH LMS LLC		1330 POST OAK BLVD.	SUITE 600		HOUSTON	TX	77056	
HI-CRUSH PARTNERS LP		THREE RIVERWAY, SUITE 1550			HOUSTON	TX	77056	
HI-CRUSH PERMIAN SAND LLC		1330 POST OAK BLVD.	SUITE 600		HOUSTON	TX	77056	
HI-CRUSH PODS LLC		1330 POST OAK BLVD.	SUITE 600		HOUSTON	TX	77056	
HI-CRUSH PROPPANTS LLC		1330 POST OAK BLVD.	SUITE 600		HOUSTON	TX	77056	
HI-CRUSH SERVICES LLC		1330 POST OAK BLVD.	SUITE 600		HOUSTON	TX	77056	
HI-CRUSH WHITEHALL LLC		1330 POST OAK BLVD.	SUITE 600		HOUSTON	TX	77056	
HI-CRUSH WYEVILLE OPERATING LLC		1330 POST OAK BLVD.	SUITE 600		HOUSTON	TX	77056	
HIDDEN BRAINS INFOTECH PVT. LTD		301, SACHET-4, OPP. BALAJI GARDEN R	NR. PRERNATIRTH DERASAR, SATELLITE		AHMEDABAD, GUJARAT		380015	INDIA
HIESS-LOKEN & ASSOC., LLC		4905 WEST PARK AVE			CHIPPEWA FALLS	WI	54729	
HIGHTOWER, JOE M		Address on File						
HILL, CASEY		Address on File						
HILL, JAMIE W		Address on File						
HILLMAN, LUCAS D		Address on File						
HILSON, GREGORY		Address on File						

Exhibit Q
Creditor Matrix
Served via First Class Mail

CreditorName	CreditorNoticeName	Address1	Address2	Address3	City	State	Zip	Country
HINDMAN, JARED		Address on File						
HINDS, ALEC RAYNE		Address on File						
HINOJOS, ALEXIS		Address on File						
HINOJOSA, LEONARDO		Address on File						
HINOJOSA, OMAR		Address on File						
HINRICHS, JOSEPH		Address on File						
HIRD, JOHN		Address on File						
HIRD, JOHN CHARLES		Address on File						
Hiroo M. Mahtani		61-45 98th St #7M			Rego Park	NY	11374	
HI-TECH SEALS INC.		9211-41 AVE NW			EDMONTON	AB	T6E6R5	CANADA
HODGES, LARRY	C/O CORONADO DEVELOPMENT CORP.	1617 E HWY 66			EL RENO	OK	73036	
HODOCK, BRETT ANDREW		Address on File						
HOEFT BUILDERS INC.		1459 RIVERS EDGE TRL #A			ALTOONA	WI	54720-2755	
HOFFMAN, DUSTIN R		Address on File						
HOISTS DIRECT, LLC		123 CHARTER STREET			ALBEMARLE	NC	28001	
HOLGUIN, ANTHONY		Address on File						
HOLLAND, MARK B.		Address on File						
HOLLAND, MARK BURFORD		Address on File						
HOLLIFIELD, BEAU		Address on File						
HOLLIS, SCOTT A		Address on File						
HOLMEN PUMPING SERVICE, INC.		W7632 WEST MCHUGH COURT			HOLMEN	WI	54636	
HOLMES, SHAWN E		Address on File						
HOLROYD, SCOTT A.		Address on File						
HOLT, PENELOPE A		Address on File						
HOMETOWN SERVICE LTD		690 MEMORIAL DRIVE			WINKLER	MB	R6W OM6	CANADA
HOOD CENTRAL APPRAISAL DISTRICT		PO BOX 819	1902 WEST PEARL STREET		GRANBURY	TX	76048	
HOONE, JAMIE L.	TAX COLLECTOR	Address on File						
HOPPE, MANUEL L		Address on File						
HOREL, HARVEY E		Address on File						
HORTON SUPPLY COMPANY		518 N. JEFFERSON			SPRINGFIELD	MO	65806	
HORTON, JOHN		Address on File						
HOSKINS, JUSTIN		Address on File						
HOSTING.COM INC.		PO BOX 824164			PHILADELPHIA	PA	19182-4164	
HOUGHTALING, NATHAN L		Address on File						
HOUGHTELIN, BRADY L		Address on File						
HOUSTON BUSINESS JOURNAL	C/O AMERICAN CITY BUSINESS JOURNAL	PO BOX 844755			DALLAS	TX	75284	
HOUSTON CHRONICLE PUBLISHING LLC	C/O HEARST NEWSPAPERS LLC	PO BOX 80085			PRESCOTT	AZ	86304	
HOUSTON COUNTY TAX ASSESSOR-COL		401 E GOLIAD	PO BOX 941		CROCKETT	TX	75835	
HOUSTON CRATING, INC.		18941 ALDINE WESTFIELD			HOUSTON	TX	77073	
HOUSTON PIPE BENDERS, LLC		14500 E. HARDY ST.			HOUSTON	TX	77039	
HOWARD COUNTY TAX OFFICE	ATTN DIANE CARTER TAC	PO BOX 1111, 315 SOUTH MAIN			BIG SPRING	TX	79721	
HOWARD COUNTY TAX OFFICE	DIANE CARTER TAC	PO BOX 1111, 315 SOUTH MAIN			BIG SPRING	TX	79721	
HOWARD L. BOWERS CONTACTING CO., INC.		P.O. BOX 2249			WINTERSVILLE	OH	43959	
HOWARD L. BOWERS CONTRACTIN CO., INC.		PO BOX 2249			WINTERSVILLE	OH	43953	
HOWIE, MALIK		Address on File						
HSSCO, INC. DBA HYDRAULIC SUPPLY & SERVICE CO.	HYDRAULIC SUPPLY & SERVICE CO.	PO BOX 33517			SAN ANTONIO	TX	78265	
HTC TRANSPORT INC.		PO BOX 276			ROFF	OK	74865	
HUBSPOT INC.		PO BOX 419842			BOSTON	MA	02241	
HUEBSCH COMPANY		P.O. BOX 904			EAU CLAIRE	WI	54702-0904	
HUERTA, EMMANUEL		Address on File						
HUFF, JOHN		Address on File						
HUFF, JOHN & KAREN		Address on File						
HUFFMAN, JOSHUA		Address on File						
HUFFMAN, PAYTON		Address on File						

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HUGG AND HALL EQUIPMENT CO.		PO BOX 194110			LITTLE ROCK	AR	72219	
HUGHES, KENNETH		Address on File						
Hui Yun Wu		10F, No. 28-1, Nan-Feng 3rd Street			Tao Yuan	Tao Yuan	33064	Taiwan
HULCHER SERVICES INC		PO BOX 203532			DALLAS	TX	75320	
HUMFELD, BRANDON J		Address on File						
HUNT, DANIEL K.		Address on File						
HUNTER EXPANSION JOINTS LLC		PO BOX 7483			ATHENS	GA	30604	
HUNTON ANDREWS KURTH LP		600 TRAVIS ST.	SUITE 4200		HOUSTON	TX	77002	
HURD, GRANT D		Address on File						
HURST, NICHOLAS RYAN		Address on File						
HUTCHENS, MICHAEL CHARLES		Address on File						
HUTCHINSON, MARK PATRICK		Address on File						
HUTGREN & STRUTZEL INC.		1965 WEST COUNTY ROAD C2			ST. PAUL	MN	55113	
HUYNH, ANDY TUONG CHI		Address on File						
HWE, LLC		8605 ROBBINS LOOP DR			REYNOLDSBURG	OH	43068	
HYDRADYNE LLC		15050 FAA BLVD.			FORT WORTH	TX	76155	
HYNES, DAVID R. AND JULIE R		Address on File						
HYPERIKON INC		707 BROADWAY	SUITE 800		SAN DIEGO	CA	92107	
I.T. MATTERS, INC.		2211 NORFOLK STREET	SUITE 777		HOUSTON	TX	77098	
ICR LLC		761 MAIN AVENUE			NORWALK	CT	06851	
IFS NORTH AMERICA INC		DEPT CH 17074			PALATINE	IL	60055-7074	
IH4U	ATTN DWAYNE JACOBSON	2620 LAKE VIEW DRIVE			JUNCTION CITY	WI	54443	
IH4U		2620 LAKE VIEW DR			JUNCTION CITY	WI	54443	
IHEANACHO, CHRISTANTUS		Address on File						
IHEARTMEDIA ENTERTAINMENT INC.		3964 COLLECTION CENTER DR.			CHICAGO	IL	60693	
ILLINI STATE		7020 CLINE AVENUE			HAMMOND	IN	46323	
ILLINI STATE LOGISTICS	ILLINI STATE TRUCKING	7020 CLINE AVE			HAMMOND	IN	46323	
ILLINOIS NATIONAL INSURANCE COMPANY		175 WATER STREET			NEW YORK	NY	10038-4969	
IMAGINIT TECHNOLOGIES	C/O IMAGINIT TECHNOLOGIES	PO BOX 15652 STATION A			TORONTO	ON	M5W 1C1	CANADA
IMEC TECHNOLOGIES		702 BLOOMINGTON ROAD	SUITE 107		CHAMPAIGN	IL	61820	
IMPALA TRANSPORT INC		9 PINEWOOD CIR.			HOUSTON	TX	77024	
IMPLAN GROUP LLC		16905 NORTHCROSS DRIVE	SUITE 120		HUNTERSVILLE	NC	28078	
INDEE METAL WORKS LLC		36164 WALNUT ST			INDEPENDENCE	WI	54747	
INDEPENDENCE FOOD PANTRY		23688 ADAMS STREET	PO BOX 189		INDEPENDENCE	WI	54747	
INDEPENDENCE LIONS CLUB		PO BOX 189			INDEPENDENCE	WI	54747	
INDEPENDENCE READY MIX CO., INC.		4980 WWEST 6TH STREET			WINONA	MN	55987	
INDEPENDENT PETROLEUM ASSOCIATION OF AMERICA		PO BOX 79584			BALTIMORE	MD	21279-2851	
INDIANA DEPARTMENT OF REVENUE		100 N. SENATE AVE MS112 (CASHIERS)			INDIANAPOLIS	IN	46204-2253	
INDUSTRIAL ACCESSORIES COMPANY		PO BOX 414178			KANSAS CITY	MO	64141	
INDUSTRIAL COMMUNICATIONS, INC.		2535 N JACKSON AVE			ODESSA	TX	79761	
INDUSTRIAL CONSTRUCTION SPECIALIST, LLC		1919 GALLOWAY STREET			EAU CLAIRE	WI	54703	
INDUSTRIAL INSTRUMENTATION SOLUTIONS, LLC		55 CROOKED STICK WALK			NEWNAN	GA	30265	
INDUSTRIAL MINERAL ASSOCIATION NA		1200 18T STREET, STE 1150			WASHINGTON	DC	20036	
INDUSTRIAL SAFETY PRODUCTS, LLC		1753 N EARL RUDDER FWY			BRYAN	TX	77803	
INDUSTRIAL SAND PRODUCERS OF TEXAS (ISPOT)		PO BOX 53631			MIDLAND	TX	79705	
INDUSTRIAL SYSTEMS & SERVICE, LLC		738 N. 4TH ST.			LA CRESCENT	MN	55947	
INFRASTRUCTURE NETWORKS INC.		5051 WESTHEIMER RD STE. 1700			HOUSTON	TX	77056	
INFRATRUCTURE NETWORKS INC.		5051 WESTHEIMER RD SUITE 1700	GALLERIA II TOWER		HOUSTON	TX	77056	
INTEGRATION TECHNOLOGY SYSTEMS INC		271 WESTECH DR			MT PLEASANT	PA	15666	
INTEGRITY PARTS PLUS LTD.		870 ROBLIN BLVD E			WINKLER	MB	R6W 1A9	CANADA
INTEMPCO USA, INC.		1275 BLOOMFIELD AVE, BLDG 5, UNIT24			FAIRFIELD	NJ	07004	

Exhibit Q
Creditor Matrix
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CreditorName	CreditorNoticeName	Address1	Address2	Address3	City	State	Zip	Country
INTERNAL REVENUE SERVICE	CENTRALIZED INSOLVENCY OPERATION	PO BOX 7346			PHILADELPHIA	PA	19101-7346	
INTERSTATE AUTOMOTIVE & TOWING		6111 CHUCK LANE			EAU CLAIRE	WI	54703	
INTERSTATE BATTERIES OF WEST TEXAS		P.O. BOX 60264			MIDLAND	TX	79711	
INTERSTATE CAPITAL	C/O ADVANCE BUSINESS CAPITAL LLC	P.O. BOX 915183			DALLAS	TX	75391-5183	
INTERTECH CONSULTING, INC.		24 GREENWAY PLAZA, SUITE 1000			HOUSTON	TX	77046	
INTUIT INCORPORATED		PO BOX 2981			PHOENIX	AZ	85062	
Investments R US	Linda Johnson	24011 Flatter Ave			Tomah	WI	54660	
IOWA DEPARTMENT OF HUMAN SERVICE COLLECTION SERVICE CENTER		PO BOX 9125			DES MOINES	IA	50306	
IOWA INTERSTATE RAILROAD, LTD		5900 6TH STREET SW			CEDAR RAPIDS	IA	52404	
IPREO LLC		PO BOX 21865			NEW YORK	NY	10087-1865	
IR SOLUTIONS	NETFOLIO INC.	14041 NW 8TH STREET			SUNRISE	FL	33325	
Ira Fbo - James E. Liles, Jr		1203 Pioneer Blvd.			Searcy	AR	72143	
IRA/KEOGH SERVICES CO.		2000 S. LOGAN ST.			DENVER	CO	80210	
IRON MOUNTAIN MANAGEMENT INC		P O BOX 915004			DALLAS	TX	75391-5004	
IRONMEN INDUSTRIES		735 ROBLIN BLVD. EAST			WINKLER	MB	R6W 0N2	CANADA
IRONSHORE SPECIALTY INSURANCE COMPANY		175 BERKELEY STREET			BOSTON	MA	02116	
IRVIN, CHRISTOPHER		Address on File						
IRWIN, KIMBERLY		Address on File						
IS & T CONSULTING GROUP LLC	ATTN DONALD A PANNAGL JR.	1000 N. POST OAK RD, SUITE 200			HOUSTON	TX	77055	
ISA, IBARAHIM OLALEKAN		Address on File						
Isaac and Samantha Renfro		4402 Chestnut Grove			League City	TX	77573	
ISAAK, KAYLA		Address on File						
ISCO INDUSTRIES		1974 SOLUTIONS CENTER			CHICAGO	IL	60677-1009	
ISCOUT	HAZARD SCOUT LLC	PO BOX 1151			NORMAN	OK	73070	
ISHAM, LORNE W		Address on File						
ISN SOFTWARE CORPORATION		PO BOX 841808			DALLAS	TX	75284	
ITE RAIL FUND LEVERED L.P.		200 PARK AVENUE SOUTH, SUITE 1511			NEW YORK	NY	10003	
IV KINGS OILFIELD SERVICES, INC		2500 S. CRANE AVE			ODESSA	TX	79766	
IVI, INC.		W6395 SPECIALTY DRIVE			GREENVILLE	WI	54942	
Ivor and Hadassah Foox	Ivor Foox	PO Box 582			Bellaire	TX	77402	
J & B PLUMBING, INC		7502 N COUNTRY RD 1297			MIDLAND	TX	79707	
J & L FLEET SERVICES LLC		12613 GUNDERSON ROAD			OSSEO	WI	54758	
J Brian Corey		41 Gilmore Road			North Easton	MA	02356	
J P MECHANICAL PLUMBING & HEATING		26547 W MONDOVI ST			ELEVA	WI	54738	
J&B MACHINE LLC		370 EAST 16TH STREET			GREELEY	CO	80631	
J&J TRANSPORT SERVICES, LLC		P.O. BOX 206773			DALLAS	TX	75320-6773	
J.A.L. CONTRACTORS, INC		PO BOX 3857			BIG SPRING	TX	79721	
J.A.M.B TRUCKING LLC		1120 MAIN ST			RELIANCE	WY	82943	
J.F. AHERN CO.		855 MORRIS STREET			FOND DU LAC	WI	54935	
J.F. AHERN CO.		PO BOX 1316			FOND DU LAC	WI	54936-1316	
J.F. BRENNAN COMPANY INC.		818 BAINBRIDGE ST.			LA CROSSE	WI	54603	
JAB WIRELESS, INC. DBA RISE BROADBAND		400 INVERNESS PARKWAY	SUITE 330		ENGLEWOOD	CO	80112	
JAB WIRELESS, INC. DBA RISE BROADBAND		PO BOX 844580			BOSTON	MA	02284	
JACKS, DALLAS		Address on File						
JACKS, JOHNNY		Address on File						
Jackson County	Kyle Deno, County Clerk	307 Main Street			Black River Falls	WI	54615	
JACKSON COUNTY TREASURER		307 MAIN STREET			BLACK RIVER FALLS	WI	54615	
JACKSON LEWIS P.C.		PO BOX 416019			BOSTON	MA	02241	

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JACKSON, DAKOTA		Address on File						
JACKSON, DEREK		Address on File						
JADCO MANUFACTURING INC		P.O. BOX 465			ZELIENOPLE	PA	16063	
JAKE CUSTOM SANDBLASTING		BOX 303			PLUM COULEE	MB	R0G 1R0	CANADA
James Askins		16368 Morningside Dr			Edmond	OK	73013	
James B. Gagnier		4805 Foxwood Dr. S.			Clifton Park	NY	12065	
JAMES C GUTHRIE		1801 CURRY AVE			NOKOMIS	FL	34275	
James F Erlenborn	James F Erlenborn Nancy K Erlenborn	2908 Debo Dr			Peru	IL	61354	
James M. Ritchie		7276 Walnut Grove Dr.			Mechanicsville	VA	23111	
James Oaks		63 Starboard Court			Ridgeley	WV	26753	
James T Avillo		12 Louis Street			Little Ferry	NJ	07643	
James W Orr	Wells Fargo Advisors	403 N Shady Ln			Dothan	AL	36303	
JAMES, ARLETT MONEE		Address on File						
Jana Cusack		5191 W Buckskin Rd			Pocatello	ID	83201	
Janet L. Koons		2603 26th Court			Jupiter	FL	33477	
JANOWSKI, THADDEUS BRANDON		Address on File						
JANSKY, THOMAS G		Address on File						
JASPER ENGINEERING & EQUIPMENT CO.		3800 5TH AVE. WEST, SUITE 1			HIBBING	MN	55746	
JASSO, ERIC LEE		Address on File						
JAWCO FIRE, INC.		23 FIRE DRIVE			PUNXSUTAWNEY	PA	15767	
Jay D. West and Stephanie West		5085 Hwy 354			Channing	TX	79018	
JC SANITATION LLC		334 LIVINGOOD HOLLOW RD			MCCLELLANDTOWN	PA	15458	
JCT TECHNOLOGIES LTD.		307-579 3RD STREET SE			MEDICINE HAT	AB	T1A 0H2	CANADA
JD FACTORS, LLC		500 SILVER SPUR ROAD #306			PALOS VERDES	CA	90275	
Jeff Chen		10106 B 4th Ave NW			Seattle	WA	98177	
Jeff Leeson		11440 Moonhill Road			Kagel Canyon	CA	91342	
JEFFERIES ALSTON III		904 W. IDAHO STREET			HAMMOND	LA	70401	
JEFFERIES LLC	JEFFERIES FINANCIAL GROUP INC	520 MADISON AVE			NEW YORK	NY	10022	
Jeffrey Meyer		27 Canvas Rd.			Maple	ON	L6A 3E7	Canada
Jeffrey Ton		410 Commodore Way			Houston	TX	77079	
JEFFRIES, BRADLEY		Address on File						
JENKINS, DERRICK		Address on File						
JENKINS, DUSTIN		Address on File						
JENKINS, JAZMAN		Address on File						
Jennifer A Kruger		3811 St. Johns Way			South Bend	IN	46628	
JENNINGS, MATTHEW J		Address on File						
JENSEN, MARK R		Address on File						
Jeremiah Freeman		261 Weirs Road			Gilford	NH	03249	
JEREMY DRISCOLL		215 100TH STREET SOUTHWEST, APT D105			EVERETT	WA	98204	
JEREMY PENNINGTON		Address on File						
JEROME BETTIS BUS STOPS HERE FOUNDATION		15700 WEST TEN MILE ROAD SUITE 102			SOUTHFIELD	MI	48075	
JERRYS WELDING SERVICE INC., DBA STEEL FAB		#158 HIGHWAY 59	PO BOX 868		DOUGLAS	WY	82633	
JESSE JONES CONSTRUCTION, INC.		31700 COUNTY HWY M			HOLCOMBE	WI	54745	
JESSER, BRANDON		Address on File						
JIMENEZ, ALFREDO		Address on File						
JIMENEZ, MOISES		Address on File						
JINGYU ZHOU		10 HEATHER LN			OAK BROOK	IL	60523	
JMW LEGACY INVESTMENTS LLC		THREE RIVERWAY	SUITE 1550		HOUSTON	TX	77056	
Joan C Bamford		4205 Tech Farm Rd.			Pocatello	ID	83204	
Joan C. Bamford		4205 Tech Farm Road			Poratello	ID	83204	
Joanne McCarthy Trust, Joanne McCarthy Trustee	c/o Gail McCarthy	3143 S Superior Street			Milwaukee	WI	53207	
JOB NEWS / JOB POST MEDIA	C/O TEMERITY VENTURES LLC	PO BOX 587			GREENSBURG	IN	47240	

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CreditorName	CreditorNoticeName	Address1	Address2	Address3	City	State	Zip	Country
JOBES, JASON D		Address on File						
JOBSCORE, INC.		353 SACRAMENTO, SUITE 1816			SAN FRANCISCO	CA	94111	
Joe Supplee		7363 Balmore DR SW			Sunset Beach	NC	28468	
JOHANSEN, ANDREW L.		Address on File						
JOHANSEN, CHANDLER		Address on File						
John A. Radocha		PO Box 550			Sparta	WI	54656-0550	
JOHN BANMAN CONSTRUCTION		191 PINEVIEW DR.			WINKLER	MB	R6W2A3	CANADA
John F. Eppling		64766 Woodell Lane			Cove	OR	97824	
John O. Robertson & Sonia B. Robertson	John Overton Robertson	336 Danforth St			Portland	ME	04102	
JOHN T BOYD COMPANY		4000 TOWN CENTER BLVD SUITE 300			CANONSBURG	PA	15317	
Johnathan Tinsley	John Tinsley	85753 Highway 35			Wakefield	NE	68784	
JOHNSON HARDWARE & RENTAL, INC.		PO BOX #278			WHITEHALL	WI	54773	
JOHNSON ROLL-OFF SERVICE		8434 149TH ST., SUITE A			CHIPPEWA FALLS	WI	54729	
JOHNSON SERVICES GROUP INC		ONE E. OAK HILL DRIVE, SUITE 200			WESTMONT	IL	60559	
JOHNSON, CHANDLER D		Address on File						
JOHNSON, CURTIS E		Address on File						
JOHNSON, JACOB		Address on File						
JOHNSON, JEFFERY A		Address on File						
JOHNSON, NICHOLAS		Address on File						
JOHNSONS TIRE SERVICE, INC.		10426 ROUTE 6			CLARENDON	PA	16313	
JOHNSTON, JASON		Address on File						
JOHNSTON, JOSHUA		Address on File						
JONAS, CINDY L		Address on File						
JONES BEARING/AMERICAN PULLEY		P.O. BOX 340			PELHAM	AL	35124	
JONES DAY		PO BOX 7805			WASHINGTON	DC	20044	
JONES, CHRISTOPHER		Address on File						
JONES, CHRISTOPHER RADON		Address on File						
JONES, GARY		Address on File						
JONES, JOSHUA SCOTT		Address on File						
JONES, KENDRICK		Address on File						
JONES, TYLER		Address on File						
Joseph D. Mahoney		37 S Old Mill Ln			Burr Ridge	IL	60527	
Joseph H McAllister		12243 Tom Montgomery Rd.			Northport	AL	35473	
JP MORGAN CHASE BANK N.A.	ATTN JUANTIA CHRETIEN	712 MAIN STREET	FLOOR 08		HOUSTON	TX	77002	
JP MORGAN CHASE BANK, N.A., AS ADMINISTRATIVE AGENT	ATTN ANDREW G. RAY	2200 ROSS AVENUE, 9TH FLOOR			DALLAS	TX	75201	
JP MORGAN SECURITIES		383 MADISON AVE			NEW YORK	NY	10179	
JPM INVESTMENTS INC		319 N. SAN MARINO AVE.			SASN GABRIEL	CA	91775	
JPMORGAN CHASE BANK, N.A., AS ADMINISTRATIVE AGENT		10 S. DEARBORN	FLOOR L2	IL1-1145	CHICAGO	IL	60603	
JR BEARING & POWER LTD		469 MANITOBA ROAD			WINKLER	MB	R6W 0J8	CANADA
JSJD MEDIA LLC	ASSOCIATION REVENUE PARTNERS	500 N CENTRAL EXXPRESSWAY, STE 231			PLANO	TX	75074	
JUAREZ, JACQUELINE		Address on File						
JUAREZ, NIKITA		Address on File						
JUAREZ, RICARDO		Address on File						
Judy Jawer		3120 SW 187th Terrace			Miramar	FL	33029	
Juliet Shu Shia Lin & Eric Y Lin	Juliet S.S. Lin	17 White Pine Lane			East Setauket	NY	11733	
JUMP TRANSPORT LLC		PO BOX 1456			NEWCASTLE	OK	73065	
JUNKER, JASON		Address on File						
JURACICH, TYLER		Address on File						
JURADO, GUSTAVO		Address on File						
JUSTICE, TRACY		Address on File						
Justin Lewis		27499 North Woodland			Pepper Pike	OH	44124	
K. DOLAN CONVEYOR, LLC		PO BOX 175	110 CONEMAUGH STREET		BLAIRSVILLE	PA	15717	
KABUS, JAMI ELIZABETH		Address on File						
KAFKA CONVEYORS & EQUIPMENT, INC.		1388 HWY. 107			MOSINEE	WI	54455-8684	

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KAFKA CONVEYORS & EQUIPMENT, INC.		214501 STATE HIGHWAY 107			MOSINEE	WI	54773	
KAHLE, JASON R		Address on File						
KALMIA HOLDING CO., INC.		29177 DORSET AVE.			TOMAH	WI	54660	
KAMAN INDUSTRIAL TECHNOLOGY		P.O. BOX 74566			CHICAGO	IL	60696-4566	
KAMARIC, JASKO		Address on File						
KAMMERER, KEVIN		Address on File						
KANE, JOHN A		Address on File						
KANE, MARIE J.	DELMAR TWP TAX COLLECTOR	Address on File						
KANNING, HAROLD		Address on File						
KANSAS CITY SOUTHERN RAILWAY COMPANY		P.O. BOX 74007465			CHICAGO	IL	60674-7465	
Kathleen and Jessie Resendez	Kathleen/Jessie Resendez	416 Fort Griffin Trail			Georgetown	TX	78633	
Kathryn Stewart		117 Wildwood Ln			Russell	PA	16345	
Kathy Stuffmann		765 Oak Branch Drive			Oak Park	CA	91377-3818	
KATT PORTABLE SOLUTIONS LLC		PO BOX 2455			MIDLAND	TX	79702	
KATY YOUTH FOOTBALL & CHEERLEADING		PO BOX 5543			KATY	TX	77491	
KDM TRANSPORT & LOGISTIK GMBH		LINDENGARTEN 7A			HOLFSTETTEN		77716	GERMANY
KEANE TRUCKING LLC		PO BOX 85			ALEXANDER	ND	58831	
Keith D. White		433 Sylvan Ave #51			Mountain View	CA	94041	
Keith Weighing Systems, LLC	Steven Keith	PO Box 748			Canyon	TX	79015	
KELLEHER, HELMRICH AND ASSOCIATES, INC.		6920 HOHMAN AVENUE			HAMMOND	IN	46324	
KELLEY, KLINT		Address on File						
KELLEY, MONTE ALLEN		Address on File						
KELLEY, WALTER BRYCE		Address on File						
KELLY HART & HALLMAN LLP	Katherine T. Hopkins	201 Main Street, Suite 2500			Fort Worth	TX	76102	
Kelly S. Selko		2930 Channel Dr			Lincoln	NE	68516	
KELLY, RICHARD		Address on File						
KELSO, LESLIE W		Address on File						
Kenichiro Mizuta		1-4-11 Kyodo			Setagaya	Tokyo	1560052	Japan
KENNETH PRZYBYLLA		Address on File						
KENNY WARD TRUCKING	KENNETH P. WARD	479 MAGPIE RD			LYMAN	WY	82937	
Kenny Weiss		4345 E Aliso Canyon Tr			Phoenix	AZ	85044	
KENTUCKY NATURAL RESOURCES CORPORATION		PO BOX 1382			ST. ALBANS	WV	25177	
KERMIT CHAMBER OF COMMERCE		112 N. POPLAR			KERMIT	TX	79745	
KERMIT VOLUNTEER FIRE DEPARTMENT		PO BOX 262			KERMIT	TX	79745	
KERMIT YOUTH FOOTBALL LEAGUE		534 N. ELM STREET			KERMIT	TX	79745	
KERN, JUSTIN A		Address on File						
Kerry Wells		2810 Lake Highland Circle			Birmingham	AL	35242	
KERSTETTER, JILL		Address on File						
KESTREL MANAGEMENT LLC		199 EAST BADGER RD	SUITE 200		MADISON	WI	53713	
KETCHUM, SPENCER T		Address on File						
KETTER, BERNARD		Address on File						
Kevin J. Callaway		12400 N. Fallen Shadows Dr.			Marana	AZ	85658	
KEY PERSONNEL	JOHNSTONS SERVICE CO.	3501 AIRPORT FREEWAY			FORT WORTH	TX	76111	
KEYSER, ROBERT A.	ROBERT A. KEYSER & ASSOCIATES LLC	Address on File						
KHAGA TECHNOLOGIES, INC.		6890 E. SUNRISE DR.	SUITE 120, PMB 170		TUCSON	AZ	85750	
KILGO, ROYCE CHAD		Address on File						
KILLER B TRUCKING, INC.		2078 WESTGATE DR.			ROCK SPRINGS	WY	82901	
KILLIAN, THOMAS W.		Address on File						
Kimberly Steffens		3250 E Orange Grove Blvd			Pasadena	CA	91107	
KINAS EXCAVATING INC.		N6205 LAWSON DR.			GREEN LAKE	WI	54941	
KINDERMAN, RUSTY J		Address on File						
KING KUTTER II, INC/PRO HAUL MANUFACTURING INC.		305 COMMERCE DRIVE	PO BOX 1200		WINFIELD	AL	35594	

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KING, KEATS E		Address on File						
KIPS ENTERPRISE	ATTN KENNETH R. KIPHART	4661 FOUNTAIN LINE			ODESSA	TX	79761	
KIRKLIN, JODY L.		Address on File						
KISSINGER, BENJAMIN ALLAN		Address on File						
KITTELSON, COREY ANDREW		Address on File						
KIWIMILL, LLC		260 MACEDON CTR DR			FAIRPORT	NY	14450	
KLINK, MATTHEW		Address on File						
KLOPP, GEORGE J		Address on File						
KLOSS, ADAM T		Address on File						
KNB RESOURCES LLC		3304 BASTROP AVE.			ODESSA	TX	79765	
KNIGHT, JAMES M		Address on File						
KNIGHT, JESS H		Address on File						
KNOTT JR., CARL		Address on File						
KNOX, RANDOLPH		Address on File						
KNUDSEN, FISHER		Address on File						
KNUTH, CODY A		Address on File						
KNUTSON, CORY J		Address on File						
KOBEL, DYLAN		Address on File						
KOBEL, MITCHELL		Address on File						
KOCH, RENEE		Address on File						
KOENIG, LINDA		Address on File						
KOLAR, ANDREW J		Address on File						
KOLLER, JOSEPH R		Address on File						
KOLVE, JAMES L		Address on File						
KOMAC TECHNOLOGIES LLC	ATTN AUSTIN W COOPER	280 TALKING ROCK TRAIL			DALLAS	GA	30132	
KOMRO SALES & SERVICE		W4666 STATE HWY 85			DURAND	WI	54736	
KOPACZ, GREGORY J		Address on File						
KOSCAL, CHARLES E		Address on File						
KOSCAL, JOSHUA R		Address on File						
KOSSIE, DARYL		Address on File						
KOTSCHI, STEVE & MARY		Address on File						
KOZAK, DAVID N		Address on File						
KRAMER, JACOB		Address on File						
KRAMERER, KEVIN		Address on File						
KRAUSE, CODY		Address on File						
KREMENTZ, TERENCE		Address on File						
KRISTA, DAVID JAMES		Address on File						
KRSZJZANIEK, JASON R		Address on File						
KRUGER, EDWARD ELIOT	DBA ALPHA ARROW CONSULTING	Address on File						
KUBOW, STUART W		Address on File						
KUDRICK, MICHELLE L		Address on File						
Kui Wah Chan		209 Western Hills Dr			Pleasant Hill	CA	94523	
KULIG CONTRACTING LLC		N36955 US HWY 53/121			WHITEHALL	WI	54773	
KURTZMAN CONSULTANTS INC.		DEPT CH 16639			PALATINE	IL	60055	
Kwok Wei Chan		5 Northland Road			Shrewsbury	MA	01545	
Kyle Swinney		1179 Yaupon Loop			New Braunfels	TX	78132	
KYSAR, THOMAS		Address on File						
L & S ELECTRIC INC.		5101 MESKER STREET	PO BOX 740		SCHOFIELD	WI	54476-0740	
L&C INSULATION		3120 AIRPORT ROAD			LA CROSSE	WI	54602-2412	
L&J TRUCKING LLC		315TH SOUTH 4TH ST			DOUGLAS	WY	82633	
L&W DIESEL SERVICE, INC		2600 WEST 43RD STREET			ODESSA	TX	79764	
L. E PHILLIPS CAREER DEVELOPMENT CENTER		PO BOX 600	1515 BALL STREET		EAU CLAIRE	WI	54703	
LA CROSSE PREMIUM WATER		P.O. BOX 1134			LA CROSSE	WI	54602-1134	
LACEY, GUNNAR		Address on File						
LACKEY, EVAN		Address on File						
LACKORE ELECTRIC MOTOR REPAIR		4102 MORMON COULEE CT.			LA CROSSE	WI	54601	
LAIRD PLASTICS (CANADA) INC.		PO BOX 8983 STN A			TORONTO	ON	M5W 2C5	CANADA
LAMAR TEXAS LIMITED PARTNERSHIP	DBA THE LAMAR COMPANIES	PO BOX 96030			BATON ROUGE	LA	70896	
LAMBRECHT, TIMOTHY S		Address on File						

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LAMBRIGHT, MERVIN J		Address on File						
LAMPERTS		112 RAILWAY			AUGUSTA	WI	54722	
LAND SERVICES GROUP- CUNNINGHAM SURVEYORS		10139 ROUTE 6			WELLSBORO	PA	16901	
LANDSTAR RANGER INC.		13410 SUTTON PARK DRIVE SOUTH			JACKSONVILLE	FL	32224	
LANGNER, JORDAN A		Address on File						
LANGNER, TYLER		Address on File						
LARA, CHRISTIAN		Address on File						
LARA, FELIPE		Address on File						
LARA, JOE		Address on File						
LARA, JOE M		Address on File						
LARA, LEONEL		Address on File						
LARA, RUMALDO		Address on File						
LARA, YANIN		Address on File						
LARCH, WILLIAM M		Address on File						
LAROSE, DENISE		Address on File						
Larry G. Pickering		26130 Mandevilla Dr			Bonita Springs	FL	34134	
Larry McNerthney Individual Retirement Acct		P.O. Box 6830			Tacoma	WA	98417	
Larry P. Auerbach		2196 SE Flanders Road			Pt. St. Lucie	FL	34952	
LARSON CONSTRUCTION CO., INC.		19681 55TH AVE.			CHIPPEWA FALLS	WI	54729	
LASALLE INDUSTRIAL PARK LLC		10101 REUNION PLACE, SUITE 1000			SAN ANTONIO	TX	78216	
LASALLE OIL COMPANY		320 NORTH 1ST STREET			LASALLE	CO	80645	
LASROSAS CAPITAL LLC		600 TRAVIS SUITE 600			HOUSTON	TX	77002	
LAUTERBACH CONSTRUCTION & RESTORATION LLC		22243 COUNTY HIGHWAY DD			NEW AUBURN	WI	54757	
LAW, MICHAEL		Address on File						
Lawrence V. Hill		5718 Parkdale			Shelby Township	MI	48317	
LAWSON PRODUCTS INC.		P.O. BOX 809401			CHICAGO	IL	60680-9401	
LAXSON, JAMES G		Address on File						
LE COMTE, PETER NORMAND		Address on File						
LEBARRON, BRIAN C		Address on File						
LECHMAN, BRODY L		Address on File						
LEDERER, JEFFERY		Address on File						
LEDFORD, STEPHEN		Address on File						
LEE ENTERPRISES INCORPORATED	RIVER VALLEY MEDIA GROUP	4600 E. 53RD			DAVENPORT	IA	52807	
LEE TRANSERVICES, INC		415 S. FIRST STREET			LUFKIN	TX	75901	
LEGACY BULK TRUCKING CO LLC		223 W. 6TH AVE.			CORSICANA	TX	75110	
LEGENDS SPORTING GOODS	D & D SPORTS INCORPORATED	212 ATLANTIC AVE			THIEF RIVER FALLS	MN	56701	
LEGENDS TITLE SERVICES, LLC		2225 BRACKETT AVE.			EAU CLAIRE	WI	54701	
Leonard Archambeault		417 Fairlea Drive			Edgewater	MD	21037	
LEONARD, BRANDON ROBERT		Address on File						
LEVANG, MARTIN ROYCE		Address on File						
LEVEL 3 FINANCING INC.	LEVEL 3 COMMUNICATIONS, LLC	PO BOX 910182			DENVER	CO	80291	
LEVEL 3 FINANCING INC.		1025 ELDORADO BLVD			BROOMFIELD	CO	80021	
LEWIS RESOURCE MANAGEMENT, LLC		1015 W TEXAS STATE HWY 44			ENCINAL	TX	78019	
LEWIS, RONALD S		Address on File						
LF GEORGE INC.		PO BOX 22			OCONOMOWOC	WI	53066	
LHAGS, DBA LTE RAIL SERVICES		PO BOX 1107			WARREN	OH	44482-1107	
LIBERTY OILFIELD SERVICES		950 17TH	FLOOR 24		DENVER	CO	80202	
LIBERTY OILFIELD SERVICES, LLC		950 17TH STREET	SUITE 1350		DENVER	CO	80202	
LIN, RACHEL		Address on File						
LINCOLN CONTRACTORS SUPPLY INC		P O BOX 270168			MILWAUKEE	WI	53227	
LINCOLN ENERGY LLC		3400 SOUTH BROADWAY AVE	STE 100		ENGLEWOOD	CO	80113	
LINCOLN FINANCIAL GROUP		PO BOX 0821			CAROL STREAM	IL	60132	
LINCOLN RETIREMENT SERVICES COMPANY	FINANCIAL CONTROLS 2H-41	PO BOX 2212			FORT WAYNE	IN	46801	
Linda Duplantis		3245 N. Pontiac Ave.			Chicago	IL	60634	

Exhibit Q
Creditor Matrix
Served via First Class Mail

CreditorName	CreditorNoticeName	Address1	Address2	Address3	City	State	Zip	Country
LINDE, ANTHONY		Address on File						
LINDLEY, KENT		Address on File						
LINDLEY, KENT L		Address on File						
LINDLEY, ZACHORY L		Address on File						
LINKEDIN CORPORATION		62228 COLLECTIONS CENTER DRIVE			CHICAGO	IL	60693	
LIQUID CAPITAL EXCHANGE INC		P.O. BOX 168688			IRVING	TX	75016	
Lisa Meyer		3725 E 8th Street			Vancouver	WA	98661	
LISA SUZANNE THOMPSON	INNOVATOHR CONSULTING & RECRUITING	Address on File						
LITHO SPECIALIST DBA CLOSE UP APPAREL		2726 MONDOVI RD.			EAU CLAIRE	WI	54701	
LITTLE REBEL TRUCKING		260887 E. COUNTY RD 54			IGABULLA	OK	73747	
LITTLE, JEFFREY DEWAYNE		Address on File						
LIVINGSTON LOGISTICS LLC	ATTN MARK UFFHAUSIN	8805 BURKHART RD			HOUSTON	TX	77057	
LIVSEY, THOMAS DANIEL		Address on File						
LIZON, JOSEPH		Address on File						
LK JORDAN & ASSOCIATES	C/O LK JORDAN CORPUS CHRISTI, LTD	321 TEXAS TRAIL, SUITE 100			CORPUS CHRISTI	TX	78411	
LLOYDS OF LONDON		1 LIME STREET			LONDON		EC3M 7HA	UNITED KINGDOM
LOADED DICE SAFETY	C/O KYE CHRISTOPHER LLC	P.O. BOX 13627			ODESSA	TX	79765	
LOADLINE INC.		BOX 1900			WINKLER	MB	R6W4B7	CANADA
LOCKETT-HOLDING, CRYSTAL		Address on File						
LOCKTON COMPANIES LLC		3657 BRIARPARK DRIVE, SUITE 700			HOUSTON	TX	77042	
LOCKTON COMPANIES LLC		DEPT. 3036	PO BOX 123036		DALLAS	TX	75312-3036	
LODAHL, TRENTON A		Address on File						
LOEFFELHOLZ, NICHOLAS TODD		Address on File						
LOERA, RICHARD		Address on File						
LOEWEN, DEREK		Address on File						
LOEWEN, DEREK M		Address on File						
LOEWEN, JAMES H		Address on File						
LOGAN TRANSPORTATION INC.		PO BOX 872			ODESSA	TX	79760	
LOGTERMAN, GREGORY W		Address on File						
LOMAS CHICAS OUTFITTERS INC.		3724 ANDRON ST.			KINGSVILLE	TX	78363	
LONE STAR INSTRUMENTS & ELECTRIC CORP.		2222 W. 42ND STREET			ODESSA	TX	79764	
LONESTAR PROSPECTS, LTD	C/O VISTA PROPPANTS AND LOGISTICS	4413 CAREY ST.			FORT WORTH	TX	76119	
LONG ISLAND ENGINEERING LLC	DBA LONG ISLAND ENGINEERING LLC	201 MAPLE RDG			ASHLAND	WI	54806	
LONGE, AKINROPO GABRIEL		Address on File						
LONQUIST & CO., LLC		12912 HILL COUNTRY BLVD.	SUITE F-200		AUSTIN	TX	78738	
LOPEZ, BETSY		Address on File						
LOPEZ, CARLOS MARTINEZ		Address on File						
LOPEZ, ELIOT T		Address on File						
LOPEZ, ERICK		Address on File						
LOPEZ, FRANK		Address on File						
LOPEZ, JUSTIN RENE		Address on File						
LOPEZ, RODOLFO		Address on File						
LOREDO, ERICK		Address on File						
Louis Louk Jr		910 Camino De La Reina #48			San Diego	CA	92108	
Louise M. Small Roth IRA	Louise Small	7 F Street			Lake Lotawana	MO	64086	
LOUISIANA DEPARTMENT OF REVENUE		617 N 3RD ST			BATON ROUGE	LA	70802	
LOUISIANA DEPARTMENT OF REVENUE		PO BOX 201			BATON ROUGE	WI	54840	
LOUISIANA DEPARTMENT OF REVENUE		PO BOX 3550			BATON ROUGE	LA	70821	
LOUISIANA STATE UNIVERSITY		204 THOMAS BOYD HALL	ACCOUNTING SERVICES		BATON ROUGE	LA	70803	
Louisiana Workforce Commission	Stacey Wright-Johnson	1001 North 23rd Street			Baton Rouge	LA	70802	
LOVENG, CURTIS L		Address on File						
LOWES CREEK TREE FARM LLC	ATTN TIM OLSON	S9475 LOWES CREEK ROAD			ELEVA	WI	54738	

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LOYA III, EDMUNDO		Address on File						
LOYA, ALEJANDRO		Address on File						
LOYA, JOSE LUIS		Address on File						
LOYA, RICARDO		Address on File						
LOZANO, PEDRO		Address on File						
LP INDUSTRIAL SUPPLY C/O UNIVERSAL FUNDING		P.O. BOX 13115			SPOKANE	WA	99213	
LRT LIGHTING RESOURCES TEXAS, LLC		1919 WILLIAMS STREET	SUITE 350		SIMI VALLEY	CA	93065	
LSU SPE		204 THOMAS BOYD HALL	ACCOUNTING SERVICES		BATON ROUGE	LA	70803	
LUBE TECH		28873 NETWORK PLACE			CHICAGO	IL	60673-1288	
LUCAS ASSOCIATES TEMPS INC.	DBA LUCAS GROUP	PO BOX 638364			CINCINNATI	OH	45263	
LUCERO, JOSUE ELI		Address on File						
LUEDECKE, JEFFERY ALLEN		Address on File						
LUSK, BRADY		Address on File						
LUTHY, JOHN D		Address on File						
LUTTRULL, CECIL LEN		Address on File						
LW ALLEN LLC		4633 TOMPKINS DR.			MADISON	WI	53716	
LWF SERVICES LLC	ATTN JEFFREY A LAWSON	PO BOX 14993			ODESSA	TX	79768	
Lynn D. Bartley		66 Airish Lane			Waynesville	NC	28785	
Lyons H. Williams III		33 Great Aspen Way			Black Mtn	NC	28711	
M. ARTHUR GENSLER JR. AND ASSOCIATES INC.	DBA GENSLER	PO BOX 848279			DALLAS	TX	75284	
M.R.S. MACHINING CO., INC.		350 INDUSTRIAL PARK DRIVE			AUGUSTA	WI	54722	
MAALT LP		4413 CAREY STREET			FORT WORTH	TX	76119	
MAB EQUIPMENT COMPANY INC		51 STONEHILL ROAD			OSWEGO	IL	60543-9449	
MAB TECHNOLOGIES		1637 BUTTE DES MORTS BEACH RD			NEENAH	WI	54956	
MACALUSO, SAMUEL D.		Address on File						
MACDONALD, CLAY		Address on File						
MADUABUCHUKU, IROH		Address on File						
MAESE, DAVID		Address on File						
MAESE, DAVID ANTHONY		Address on File						
MAGEE, CHAD C.		Address on File						
MAGNUM RADIO, INC.		PO BOX 118			WEST BEND	WI	53095	
Mahoning Valley Railway Company		27606 Network Place			Chicago	IL	60673	
MAHORO, TONY		Address on File						
MAINTENANCE WELDING PRODUCTS (1986) LTD.		59 BANNISTER ROAD			WINNIPEG	MB	R2R 0P2	CANADA
MAKOSSO, ARNAUD PUSCAS		Address on File						
MALDONADO, MICHAEL C		Address on File						
MALDONADO, PAUL		Address on File						
MALDONADO, TERA R		Address on File						
MALLOY, HUNTER		Address on File						
MALOBICKY, MICHAEL		Address on File						
MALONE, CODY		Address on File						
MALONE, JEREMY		Address on File						
MANAGER OF FINANCE CITY/COUNTY OF DENVER	DEPT. OF FINANCE, TREASURY DIVISION	PO BOX 660860			DALLAS	TX	75266	
MANCHA, ROGELIO		Address on File						
MANITOBA HYDRO		360 PORTAGE AVENUE			WINNIPEG	MB	R3C 0G8	CANADA
MANITOBA HYDRO		PO BOX 7900 STN MAIN			WINNIPEG	MB	R3C 5R1	CANADA
MANNING, SAMUEL DUANE		Address on File						
MANOA, DAVID SEBAHIZI		Address on File						
MANSEL, CODY		Address on File						
MANUFACTURERS NEWS INC	MNI, INDUSTRYSELECT.COM	1633 CENTRAL STREET			EVANSTON	IL	60201	
MARESCH, NATHANIEL W		Address on File						
MAREX SERVICES, LLC		5959 JEFFERSON HWY			BATON ROUGE	LA	70806	
MARINGER, KEVIN C		Address on File						

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MARK ANDREWS & CO INC DBA K.E. ANDREWS & CO		1900 DALROCK ROAD			ROWLETT	TX	75088	
MARK CLARK TRUCKING	ATTN MARK CLARK	684 NYS ROUTE 369			PORT CRANE	NY	13833	
Mark Polovina		5343 Galloway St			Rancho Cucamonga	CA	91701	
MARKET & JOHNSON INC.		2350 GALLOWAY STREET			EAU CLAIRE	WI	54703	
MARKS WATER WELL SERVICE INC.		PO BOX 295			ODESSA	TX	79760	
MARLO HARVEY		136 DELLMAR DR			RAEFORD	NC	28376	
MARMOLEJO, ADAN MIGUEL		Address on File						
MARMOLEJO, KYLIE EMERALD		Address on File						
MARPLE, DUSTIN		Address on File						
MARQUETTE COMMERCIAL FINANCE		PO BOX 1450 NW7939			MINNEAPOLIS	MN	55485-7939	
MARQUEZ MUNOZ, VICTOR HUGO		Address on File						
MARQUEZ, ARMANDO		Address on File						
MARQUEZ, ASHLEY BONILLA		Address on File						
MARQUEZ, SAMUEL		Address on File						
MARRS, AUSTIN L.		Address on File						
MARRUFO, EMILIO S		Address on File						
MARSELLA, BRYCE		Address on File						
MARSH, JOSEPH CORCORAN		Address on File						
MARSHALL, JANTZEN		Address on File						
MARTAS CLEANING SERVICES	ATTN MARTA L GORDON	PO BOX 1571			MONAHANS	TX	79756	
MARTHALER, THERON L		Address on File						
MARTIN ENGINEERING USA		DEPT 4531			CAROL STREAM	IL	60122	
Martin Epstein		175 Mohawk Dr			West Hartford	CT	06117	
Martin J Larghi IRA	Martin J Larghi	34 Atlantic St			Wakefield	RI	02879	
Martin J Larghi Roth IRA	Martin Larghi	34 Atlantic St			Wakefield	RI	02879	
Martin Nunez REV Trust UTDTD 3/17/2003 Martin Nunez Trustee		PO BOX 521			Fort Pierce	FL	34954	
MARTIN, DEREK		Address on File						
MARTIN, JUSTIN H.		Address on File						
MARTINEZ, ELOY		Address on File						
MARTINEZ, JESSE		Address on File						
MARTINEZ, JHONATAN		Address on File						
MARTINEZ, JOE M		Address on File						
MARTINEZ, MELISSA		Address on File						
MARTINEZ, NATALIE M		Address on File						
MARTINEZ, RUBEN		Address on File						
MARTINEZ, SERGIO A		Address on File						
Mary Helen Vaughn		P.O. Box 488			Cardwell	MO		
Mary Swinney		1179 Yaupon Loop			New Braunfels	TX	78132	
MASCOUTIN HEIGHTS LEASING CO., LLC		PO BOX 129			BERLIN	WI	54923	
MASON BUSINESS SOLUTIONS, LLC		4601 N. CHEYENNE TR			TUCSON	AZ	85750-9718	
MASON, RACHEL FAY		Address on File						
MASS TECHNOLOGIES, INC.		P.O. BOX 173187			ARLINGTON	TX	76003	
MASTER LIMITED PARTNERSHIP ASSOCIATION		300 NEW JERSEY AVE NW, STE 900			WASHINGTON	DC	20001	
MATA, CARLOS		Address on File						
MATEJKA, TRAVIS		Address on File						
MATHENY, ADRIANA		Address on File						
MATHENY, AMY R		Address on File						
MATHESON TRI-GAS, INC.		PO BOX 347297			PITTSBURG	PA	15251	
MATHEWS, DANIELLE		Address on File						
MATLOCK, DANIEL J		Address on File						
Matthew Bradley Weber		1777 Farmington Avenue			Unionville	CT	06085	
MATTI, CASEY A		Address on File						
MATTISON, TOBIN D		Address on File						
Maureen E Seiple		27 White Terrace			Middletown	RI	02842	
Max Gygi		2270 Manning Trl N			Lake Elmo	MN	55042	
MAXIM CRANE WORKS, LP		1225 WASHINGTON PIKE			BRIDGEVILLE	PA	15017	

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MAXWELL, BRAXTON		Address on File						
MAY, WILLIAM		Address on File						
MAY, WILLIAM J		Address on File						
MAYO, TAYLOR		Address on File						
MBS RIG WELDING SERVICES		1210 N GULF			HOBBS	NM	88240	
MCALEER, CHRISTINA		Address on File						
MCANALLEN, DERREK W		Address on File						
MCANALLY, JESSE L		Address on File						
MCARDLE, MARK D		Address on File						
MCCAMMON, ANNETTE		Address on File						
MCCARTHY, SEAN		Address on File						
MCCASLIN, ALANNA L		Address on File						
MCCHESNEY, BRANDON M		Address on File						
MCCOMB, STEVEN		Address on File						
MCCONN, BRIAN PATRICK		Address on File						
MCCORMICK, JAMES PHILIP		Address on File						
MCCOURT EQUIPMENT, INC.		5141 W HWY 71			LA GRANGE	TX	78945	
MCCOY, MICHAEL		Address on File						
MCCOY, MICHAEL A.	RRR CONSULTING SERVICES LLC	Address on File						
MCCULLOUGH, TIMOTHY D		Address on File						
MCELLIN, MELISSA MARIE		Address on File						
MCELROY METAL, INC.		PO BOX 1148			SHREVEPORT	LA	71163	
MCEVER, CHAD		Address on File						
MCFARLANE, DERRICK		Address on File						
MCGERVEY ELECTRIC, INC.		3571 VALLEY DRIVE			PITTSBURG	PA	15234	
MCGILL, MARK		Address on File						
MCGRAW, DAMON C		Address on File						
MCGRUDER, ALTON L		Address on File						
MCGUIRE, KEVIN THOMAS		Address on File						
MCKENNA, CATHY M		Address on File						
MCKENZIE, JACOB		Address on File						
MCLANAHAN CORPORATION		200 WALL STREET			HOLLIDAYSBURG	PA	16648	
MCNEILUS STEEL	MCNEILUS STEEL, INC.55485	PO BOX 857008			MINNEAPOLIS	MN	55485-7008	
MCNULTY, DENNIS M		Address on File						
MCR ACQUISITION COMPANY, LLC DBA MARKS CRANE & RIGGING		505 MURRY ROAD SE			ALBUQUERQUE	NM	87105	
MCREYNOLDS, MICHAEL L.		Address on File						
MD&W RAILWAY EMPTY RAILCAR STORAGE		101 2ND ST			INTERNATIONAL FALLS	MN	56649	
MEALS, NATHANIEL		Address on File						
MEDIA MD		POST OFFICE BOX 460			OSSEO	WI	54758	
MEDIANT COMMUNICATIONS INC.		PO BOX 29976			NEW YORK	NY	10087	
MEEKS, KENYON DEMARCUS		Address on File						
MELANGE FINE CUISINE INC		6803 WYNNWOOD LANE			HOUSTON	TX	77008	
MELGAARD CONSTRUCTION COMPANY INC.		PO BOX 2408			GILLETTE	WY	82718	
MELTWATER NEWS US INC.		DEPT. LA 237321			PASADENA	CA	91185	
MENCHACA, DIEGO		Address on File						
MENDEZ, ERICK		Address on File						
MENDEZ, OSCAR		Address on File						
MENDEZ, OSCAR		Address on File						
MENDEZ-REYES, JUAN P.		Address on File						
MENDICKI, ROBERT		Address on File						
MENDOZA, ABEL		Address on File						
MERAGLIA, ROCCO		Address on File						
MERAZ, ALBERTO		Address on File						
MERCER (US) INC		PO BOX 730212			DALLAS	TX	75373	
MEREDITH, AARON		Address on File						

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MERIDIAN MANUFACTURING INC.		BOX 760			WINKLER	MB	R6W 4A8	CANADA
Merlin Joshua Willis		330 Woodbine Avenue			Narberth	PA	19072	
MERRILL COMMUNICATIONS LLC		CM-9638			ST PAUL	MN	55170-9638	
MESHACH, DONALD EAST		Address on File						
MESROBIAN, MICHAEL E		Address on File						
METALICO INC.		PO BOX 645206	DIV 170		PITTSBURGH	PA	15264	
METROPOLITAN LIFE INSURANCE COMPANY		PO BOX 783895			PHILADELPHIA	PA	19178-3895	
MEYER, CARL A		Address on File						
MEZA, VICTOR		Address on File						
MG SALES & SERVICE INC.		PO BOX 853			KERMIT	TX	79745	
MHA TERO	THREE AFFILIATED TRIBES	PO BOX 488			NEW TOWN	ND	58763	
Michael Avery		7288 West Country Club Drive North			Sarasota	FL	34243	
Michael G. Langley		316 Station Ct.			Roseville	CA	95747	
Michael J. Fitzpatrick		2618 Cove Cay Drive, Apt 1001			Clearwater	FL	33760	
Michael Knight		4060 N Dupont Hwy Ste 2 SA0531			New Castle	DE	19720	
Michael Lau	Mike Lau	442 Country Club Drive			San Francisco	CA	94132	
Michael Luckenbach		407 Eichen Strasse			Fredericksburg	TX	78624	
Michael P. Kaufman		4611 Buffalo Creek Road			Lincoln	NE	68516	
Michael T. Meehan		3 Fox Hump Lane			Winchester	MA	01890	
Michael William Guest	M.W. Guest	1412 Village Center Drive			Medford	OR	97504	
MICKENAUTSCH		LINDENGARTEN 7			HOFSTETTEN		77716	GERMANY
Mickey R. Backus		4605 Windward Dr			Chester	VA	23831	
MICRONICS, INC		PO BOX 775500			CHICAGO	IL	60677-5500	
MICROTEL INC & SUITES BY WYNDMAN-CHEYENNE, WY	FREMONT OPERATING GROUP	1400 WEST LINCOLNWAY			CHEYENNE	WY	82001	
MID CANADA BEARING INC		1040 COULTER AVENUE			WINNIPEG	MB	R3E 0X8	CANADA
MID SOUTH CARBON CORP.		PO BOX 1373			SAINT ALBANS	WV	25177	
MID STATE TRUCK SERVICE INC.		1189 118 ST.			CHIPPEWA FALLS	WI	54729	
MIDLAND CENTRAL APPRAISAL DISTRICT		4631 ANDREWS HWY	PO BOX 908002		MIDLAND	TX	79708	
MIDWAY STEEL INC.		714 EAST MILL ST.			WITHEE	WI	54498	
MID-WEST FAMILY BROADCASTING	C/O MID-WEST MANAGEMENT INC.	944 HARLEM ST			ALTOONA	WI	54720	
MIDWEST MOTOR EXPRESS		PO BOX 1496			BISMARCK	ND	58502	
MIDWEST MOTOR SUPPLY CO. INC	KIMBALL MIDWEST	DEPT. L-2780			COLUMBUS	OH	43260-2780	
MIDWEST NATURAL GAS INC.		23389 WHITEHALL RD			INDEPENDENCE	WI	54747	
MIDWEST SALES		529 PEMBINA AVE E	BOX 429		WINKLER	MB	R6W 4A7	CANADA
MILLER AND COMPANY SANITATION SERVICES		2400 SHEPLER CHURCH AVE SW			CANTON	OH	44706	
MILLER, AMOS M		Address on File						
MILLER, ANDREW		Address on File						
MILLER, JAMES		Address on File						
MILLER, KENDALL J		Address on File						
MILLER, MICHAEL J.		Address on File						
MILLIRONS, ANYA T.		Address on File						
MILLS, CLIFTON S		Address on File						
MILLS, TERIN		Address on File						
MILOVANOVIC, VIOLETA		Address on File						
MILSAP, BIANCA		Address on File						
MINARICH, CODY A		Address on File						
MINE SAFETY AND HEALTH ADMINISTRATION		PO BOX 790390			ST. LOUIS	MO	63179-0390	
MINE SAFETY ASSOCIATES	ATTN LELAND C. GOTFREDSON	P.O. BOX 872			PRICE	UT	84501	
MINGO, DEMYRON		Address on File						
MIRANDA, JACOB		Address on File						
MIRANDA, JAMES		Address on File						
MISS INDEPENDENCE ORGANIZATION		35848 CHESTNUT ST.			INDEPENDENCE	WI	54747	
MISSISSIPPI WELDERS SUPPLY COMPANY INC		P O BOX 1036			WINONA	MN	55987	

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MITCHELL, DERRICK		Address on File						
MITSTIFER, AARON J		Address on File						
MITTEN, MATTHEW R		Address on File						
MJ SLADE LLC		1312 NORTH DORIS AVE			NEWCASTLE	OK	73065-4043	
MJS TRANSPORT SERVICES LLC	MELISSA J. SWINDLER	PO BOX 667			LATHROP	MO	64465	
MLPA	C/O DON WAINWRIGHT	4350 N. FAIRFAX DRIVE, STE. 815			ARLINGTON	VA	22203	
MNP LLP		2000-330 5TH AVENUE SW			CALGARY	AB	T2P 0L4	CANADA
MOATS, BRUCE J		Address on File						
MOATS, TAD E		Address on File						
MOATS, WAYLON G		Address on File						
MOBILE MINI INC.		PO BOX 650882			DALLAS	TX	75265	
MOBILE MINI INC.		PO BOX 7144			PASADENA	CA	91109	
MODERN CRANE SERVICE, INC.		N5520 ABBEY ROAD			ONALASKA	WI	54650	
MODERN DISPOSAL SYSTEMS		200 HEMSTOCK DR			SPARTA	WI	54656	
MODERN DISPOSAL SYSTEMS		800 TOWNLINE ROAD			TOMAH	WI	54660-1338	
MODERN MATERIAL SERVICES, LLC DBA ARROW MATERIALS SERVICES		2605 NICHOLSON ROAD, SUITE 5200			SEWICKLEY	PA	15143	
MODICA, JULIANNA D		Address on File						
MODULAR SPACE CORPORATION		12603 COLLECTIONS CENTER DRIVE			CHICAGO	IL	60693-0126	
MOE HARDWARE HANK & SPORTING GOODS		33 MAIN STREET			BLACK RIVER FALLS	WI	54615	
MOELIS & COMPANY GROUP LP		399 PARK AVENUE, 5TH FLOOR			NEW YORK	NY	10022	
Moez Hajee	Hajee	31 Chiefswood Sq			Toronto	Ontario	M1W 3A9	Canada
MOISTURE BOSS, LLC	ATTN TYLER MILLS CURRIE	1534 OAK AVENUE			BOULDER	CO	80304	
MOKELU, VICTOR ANUOLUWAPO		Address on File						
MOLINA, ENRIQUE		Address on File						
Mona Sims TTEE for Mona Sims Revokable Trust	Mona Sims	10244 Allamanda Circle			Palm Beach Gardens	FL	33410	
MONROE COUNTY	LAND CONSERVATION DEPARMENT	820 INDUSTRIAL DRIVE SUITE 3			SPARTA	WI	54656	
MONROE COUNTY TITLE, INC.		139 N. COURT STREET			SPARTA	WI	54656	
MONROE COUNTY TREASURER		202 S K STREET	ROOM 3		SPARTA	WI	54656	
MONROE, TERRENCE		Address on File						
MONSIVAIS, ERNESTO		Address on File						
MONSIVAIZ, RAUL		Address on File						
MONSTER BOX TRANSPORT, LLC		3130 ELEON			ODESSA	TX	79766	
MONTANA COMMERCIAL CREDIT INC.		1106 CENTRAL AVE			GREAT FALLS	MT	59401	
MONTANO, RUBEN		Address on File						
MONTE CRISTO TRANSFER LLC		PO BOX 4857			PASADENA	TX	77502	
MONTEMAYOR, OSCAR		Address on File						
MONTGOMERY, JESSICA		Address on File						
MOODYS INVESTORS SERVICES INC.		PO BOX 102597			ATLANTA	GA	30368	
MOORE, CHRISTINA		Address on File						
MOORE, SOMMER DAWN		Address on File						
MOORE, STEVE W		Address on File						
MORA, PAULO		Address on File						
MORALES, CHELSEA		Address on File						
MORAN, CARL WILLIAM		Address on File						
MOREN ELECTRIC LLC DBA CROSS ROADS ELECTRIC		3300 GAIL HWY			BIG SPRING	TX	79720	
MORENO, JOE REYMUNDO		Address on File						
MORGAN STANLEY SENIOR FUNDING INC.		1 NEW YORK PLAZA			NEW YORK	NY	10004	
MORGAN STANLEY SENIOR FUNDING, INC., AS COLLATERAL AGENT		1585 BROADWAY			NEW YORK	NY	10036	
MORIN, ARMANDO		Address on File						
MORIN, RYAN		Address on File						
MORRELL, ALEXANDER W		Address on File						

Exhibit Q
Creditor Matrix
Served via First Class Mail

CreditorName	CreditorNoticeName	Address1	Address2	Address3	City	State	Zip	Country
Morrie W Seiple		27 White Terrace			Middletown	RI	02842	
MORRIS, PHILIP		Address on File						
MORRIS, SHARNA		Address on File						
Morton Gregory Averett		4 Cobblestone Lane			Long Valley	NJ	07853	
MOSELEY, KALEB MALACHAI		Address on File						
MOSELEY, TROY J		Address on File						
MR SHASHI PATEL		11 YEWTREE GROVE	LOSTOCKHALL		PRESTON,	LANCASHIRE	PR5 5NP	UNITED KINGDOM
MRO ELECTRONICS SUPPLY LTD.		2240 PEGASUS ROAD NE			CALGARY	AB	T2E 8G8	CANADA
MSC INDUSTRIAL SUPPLY CO.		PO BOX 953635			ST. LOUIS	MO	63195	
MT. GARFIELD TRUCKING, LLC		510 28 3/4 RD #207			GRAND JUNCTION	CO	81501	
MUCKELROY, JUSTIN LACHARLES		Address on File						
MUKES, VERNON		Address on File						
MUL GREENBRIER, LLC		299 SOUTH MAIN STREET, 5TH FLOOR			SALT LAKE CITY	UT	84111	
MUL RAILCAR LEASING, LLC	ATTN EQUIPMENT ACCOUNTING	C/O GREENBRIER MANGEMENT SERVICES, LLC	ONE CENTERPOINTE DRIVE, SUITE 400		LAKE OSWEGO	OR	97035	
MUL RAILCARS LEASING, LLC	C/O WELLS FARGO BANK NORTHWEST, N.A.	260 N. CHARLES LINDBERGH DRIVE			SALT LAKE CITY	UT	84116	
MUL RAILCARS, INC		121 SW MORRISON STREET	SUITE 1525		PORTLAND	OR	97204	
MULLANE, PATRICK KIVEN		Address on File						
MULLINS, AUSTIN PAUL		Address on File						
MULTI SERVICE FACTORING	MULTI SERVICE TECHNOLOGY SOLUTIONS	PO BOX 842597			DALLAS	TX	75284	
MULTIQUIP INC.		P.O. BOX 57525	STATION A		TORONTO	ON	M5W 5M5	CANADA
MULTIVIEW, INC.		7701 LAS COLINAS RIDGE, STE 800			IRVING	TX	75063	
MUNDT ENERGY SERVICES LLC		6513 W 34TH ST			GREELEY	CO	80634	
MUNIZ, MARCO ANTONIO		Address on File						
MUNOZ, ARTEMIO		Address on File						
Murl Linck		236 County Road 430			Dayton	TX	77535	
MURPHY HOFFMAN COMPANY		PO BOX 874091			KANSAS CITY	MO	64187	
MUSICK, TOYANN LOUERA		Address on File						
MUSTANG EXTREME ENVIRONMENTAL SERVICES, LLC		5049 EDWARDS RANCH ROAD, SUITE 200			FORT WORTH	TX	76109	
MUSTANG PRINTERS & BUSINESS SERVICES		1905 NE MUSTANG DR			ANDREWS	TX	79714	
MUTUAL OF OMAHA	PAYMENT PROCESSING CENTER	PO BOX 2147			OMAHA	NE	68103-2147	
MUTUAL OF OMAHA	THE MAXON COMPANY	76 NORTH BROADWAY			IRVINGTON	NY	10533	
MVP TRANSPORT LLC		787 SHAVEY LN			SPRINGVILLE	UT	84663	
MXT INC		PO BOX 22272			CHEYENNE	WY	82003	
MYKYTIUK, SHAWN R		Address on File						
NACM GULF STATES	C/O NACM SOUTHWEST	751 PLAZA BLVD			COPPELL	TX	75019	
NAL Securities LLC		4322 W. Longmeadow Ct			Peoria	IL	61615	
Nanette H. La Fors		6002 Goldfinch Circle			Audubon	PA	19403-1847	
NAPA (CENTRAL WISCONSIN AUTO PART)		3525 MAIN STREET			STEVENS POINT	WI	54481	
NAPA AUTO PARTS	BARRON SERVICE PARTS	409 E 2ND ST			ODESSA	TX	79761	
NAPA AUTO PARTS		206 N SPRING ST			BLAIR	WI	54616	
NAPA AUTO PARTS		23511 CEDAR STREET			INDEPENDENCE	WI	54747	
NAPA TOMAH AUTOMOTIVE SUPPLY		P O BOX 683			TOMAH	WI	54600	
NASDAQ, INC.		LOCKBOX 11700	PO BOX 780700		PHILADELPHIA	PA	19178-0700	
NATIONAL CHASSIS, LLC	C/O ORGAIN BELL & TUCKER, LLP	470 ORLEANS STREET	P.O. BOX 1751		BEAUMONT	TX	77704	
NATIONAL CHASSIS, LLC		1655 LOUISIANA STREET			BEAUMONT	TX	77701	
NATIONAL FREIGHT TRANSPORTATION ASSOC.		PO BOX 8549			ERIE	PA	16506	
NATIONAL INDUSTRIAL SAND ASSOCIATION		1200 18TH STREET, NW, SUITE 1150			WASHINGTON	DC	20036	
NATIONAL INDUSTRIAL SAND ASSOCIATION		2011 PENNSYLVANIA AVE SUITE 301			WASHINGTON	DC	20006	
NATIONAL RAILWAY EQUIPMENT CO.		1101 BROADWAY	P.O. BOX 1416		MT. VERNON	IL	62864	

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CreditorName	CreditorNoticeName	Address1	Address2	Address3	City	State	Zip	Country
NATIONAL STONE, SAND & GRAVEL ASSOCIATION		PO BOX 759475			BALTIMORE	MD	21275	
NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURG, PA		175 WATER STREET, 18TH FLOOR			NEW YORK	NY	10038	
NATIVIDAD, ADRIAN		Address on File						
NATURES WAY LAWN SVC-STEVE HANSCHE		PO BOX 297			WHITEHALL	WI	54773	
NAUTILUS FLOATS LLC		28796 NETWORK PLACE			CHICAGO	IL	60673	
NAVARRETTE, ANTONIO		Address on File						
NAVARRO, OSCAR		Address on File						
NBS FACTORING, LLC		PO BOX 25			BELLE FOURCHE	SD	57717	
NEIGHBOR FOR NEIGHBOR		1118 WEST VETERANS STREET			TOMAH	WI	54660	
NELS GUNDERSON CHEVROLET		50859 SPRUCE ROAD			OSSEO	WI	54758	
NELSON, ADAM		Address on File						
NELSON, MALINDA S		Address on File						
NELSONS COLLISION CENTER		13912 16TH STREET	P.O. BOX 94		OSSEO	WI	54758	
NELSONS PLBG. & ELECT. INC		25269 HWY. 12 E			TOMAH	WI	54660	
NEO SOLUTIONS, INC.		PO BOX 26			BEAVER	PA	15009-0026	
NESMITH, BRYCE		Address on File						
NETSWORK US, LLC		P.O. BOX 5486			MIDLAND	TX	79704	
NEW MEXICO - AUDIT AND COMPLIANCE DIVISION		P.O. BOX 8485			SANTA FE	NM	87198	
NEW MEXICO - TAXATION AND REVENUE DEPARTMENT		P.O. BOX 25128			SANTA FE	NM	87504	
NEW MEXICO AUDIT AND COMPLIANCE DIVISION		1100 SOUTH ST. FRANCIS DRIVE			SANTA FE	NM	87504	
NEW MEXICO TAXATION AND REVENUE DEPARTMENT		1100 SOUTH ST. FRANCIS DRIVE			SANTA FE	NM	87504	
NEW MEXICO TAXATION AND REVENUE DEPT.		PO BOX 25129			SANTA FE	NM	87504	
NEW PRIME, INC.		2740 N. MAYFAIR AVENUE			SPRINGFIELD	MO	65803	
NEW YORK - DEPARTMENT OF TAXATION AND FINANCE		BUILDING 9 W A HARRIMAN CAMPUS			ALBANY	NY	12227	
NEW YORK DEPARTMENT OF STATE	DIVISION OF CORPORATIONS	ONE COMMERCE PLAZA	99 WASHINGTON AVENUE		ALBANY	NY	12231	
NEW YORK DEPARTMENT OF TAXATION AND FINANCE	BANKRUPTCY SECTION	PO BOX 5300			ALBANY	NY	12205-0300	
NEW YORK STATE DEPARTMENT OF TAXATION AND FINANCE	VOLUNTARY DISCLOSURE AND COMPLIANCE	BUILDING 9 W A HARRIMAN CAMPUS			ALBANY	NY	12227	
NEWBURY, ERIC		Address on File						
NEWFIELD EXPLORATION COMPANY		370 17THSTREET			DENVER	CO	80202	
NEWFIELD EXPLORATION MID-CONTINENT INC.		370 17THSTREET			DENVER	CO	80202	
NEWFIELD PRODUCTION COMPANY		370 17THSTREET			DENVER	CO	80202	
NEWFIELD RMI LLC		370 17THSTREET			DENVER	CO	80202	
NEWPARK MATS & INTEGRATED SERVICES LLC		P.O. BOX 733148			DALLAS	TX	75373	
NEWPORT CONSTRUCTION SERVICES		9800 RICHMOND AVE	SUITE 303		HOUSTON	TX	77042	
NEWS PUBLISHING CO., INC. DBA TREMPEALEAU COUNTY TIMES		36435 MAIN STREET	PO BOX 95		WHITEHALL	WI	54773	
NGUYEN, ANTOINE T		Address on File						
NGUYEN, THANG DUONG		Address on File						
NGUYEN, VY L		Address on File						
NGUYEN, WILLIAM		Address on File						
NH COMMUNICATIONS INC.		1006 W. BROADWAY			ANDREWS	TX	79714	
NICHOLAS RYAN BERTRANG		Address on File						
NICHOLS, RYAN J		Address on File						
NICHOLSON, BRIAN DEAN		Address on File						
Nick & Denice Mitrousis	Denice Mitrousis	1045 Torrens Drive			Monroe	NC	28110	
Nick Calvi		4580 S Big Horn Dr			Chandler	AZ	85249	
NICKERSON, TYLER		Address on File						

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NICOL, JOHN PRICE		Address on File						
NINO, REBECA		Address on File						
NORAG, LLC		PO BOX 412			STILWELL	KS	66085	
NORAMCO WIRE & CABLE		70 GLACIER STREET			COQUITLAM	BC	V3K5Y9	CANADA
NOREN, LAYNE M		Address on File						
Norfolk Southern Railway Company	Attn R. Stephen McNeill	1313 North Market St., 6th Floor			Wilmington	DE	19801	
NORFOLK SOUTHERN RAILWAY COMPANY		PO BOX 532797			ATLANTA	GA	30353-2797	
NORFOLK SOUTHERN RAILWAY COMPANY (LEASE)		MAIL CODE 0005629	PO BOX 105046		ATLANTA	GA	30348	
NORRIS, JAKE		Address on File						
NORTH AMERICAN SERVICES, INC.		1240 SARATOGA ROAD			BALLSTON SPA	NY	12020	
NORTH AMERICAN SQUIRREL ASSOCIATION		29295 GROSBAKE AVE.			TOMAH	WI	54660	
NORTH DAKOTA SECRETARY OF STATE		600 E BOULEVARD AVENUE DEPT 108			BISMARCK	ND	58505-0500	
NORTH DAKOTA WORKFORCE SAFETY & INSURANCE	WSI	1600 E CENTURY AVENUE			BISMARCK	ND	58503	
NORTH TEXAS TOLLWAY AUTHORITY		PO BOX 660244			DALLAS	TX	75266	
NORTHDALE OIL INC.		203 14TH ST NE			EAST GRAND FORKS	MN	56721	
NORTHEAST LOGISTICS LLC		2 CENTRAL STREET			FRAMINGHAM	MA	01701	
NORTHERN INDUSTRIAL SANDS LLC		4165 SHORELINE DRIVE	SUITE 200		SPRING PARK	MN	55384	
NORTHERN INVESTMENT COMPANY		116 W MAIN STREET			MONDOVI	WI	54755	
NORTHERN TIER SOLID WASTE AUTHORITY		540 OLD BLOSS RD			BLOSSBURG	PA	16912	
NORTHERN TOOL & EQUIPMENT CO.	NORTHERN TOOL/BLUE TARP FINACIAL	PO BOX 105525			ATLANTA	GA	30355	
NORTIZ CORPORATION DBA ASC EQUIPMENT		500 S MIDLAND DR.			MIDLAND	TX	79703	
NORTON ROSE FULBRIGHT CANADA LLP		400 3RD AVENUE SW, SUITE 3700			CALGARY	AB	T2P 4H2	
NOSKO, PATRICK M		Address on File						
NOUVEA VISTA CORP. DBA UNIMAX PRECISION		3053 W. RANCHO BLVD. #H-100			PALMDALE	CA	93551	
NOVAK, JARED ROBERT		Address on File						
NOVATEUS, LLC		7341 JEFFERSON HWY	SUITE J		BATON ROUGE	LA	70806	
NSABE, VALERY		Address on File						
NUNEZ, HECTOR IVAN		Address on File						
NURENI, HAMMED OLAKUNLE		Address on File						
NWAOGU, NELSON		Address on File						
NWEVO, NNAEMEKA		Address on File						
NYGARD ADVISORS LLC		P.O. BOX 19052			GOLDEN	CO	80402	
NYGARD ADVISORS, LLC		113 CRAWFORD CIRCLE			GOLDEN	CO	80401	
NYS ESTIMATED INCOME TAX	PROCESSING CENTER	PO BOX 4123			BINGHAMTON	NY	13902-4123	
NYS FILING FEE	STATE PROCESSING CENTER	PO BOX 4148			BINGHAMTON	NY	13902	
NYSE MARKET INC		PO BOX 734514			CHICAGO	IL	60673	
O.C. CLUSS LUMBER		PO BOX 696			UNIONTOWN	PA	15401	
OAKCREEK HOME CENTER	NATIONWIDE HOUSING SYSTEMS LLC	2450 SOUTH SHORE BLVD, STE. 300			LEAGUE CITY	TX	77573	
OAKDALE ELECTRIC COOPERATIVE		489 N OAKWOOD STREET			TOMAH	WI	54660	
OAKDALE ELECTRIC COOPERATIVE		P.O. BOX 40			OAKDALE	WI	54649	
OAKDALE FIRE DEPARTMENT		412 MCCAUL ST.			TOMAH	WI	54660	
OAKLEY TRUCKING INC		PO BOX 17880			NORTH LITTLE ROCK	AR	72117	
OAKWOOD TEMPORARY HOUSING		PO BOX 31001-2526			PASADENA	CA	91110	
OBERTI SULLIVAN LLP		712 MAIN STREET, SUITE 900			HOUSTON	TX	77002	
ODESSA SANDBLASTING & PAINT, LLC		1541 N PHILEMON			ODESSA	TX	79763	
OEHLERT, MICHAEL ALAN		Address on File						

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Creditor Matrix
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OFFICE INNOVATIONS INC		499 2ND STREET NE			ALTONA	MB	R0G 0B0	CANADA
OFFICE OF STATE TAX COMMISSIONER		600 E. BOULEVARD AVE., DEPT 127			BISMARCK	ND	58505	
OFFSHORE ENERGY CENTER		5555 SAN FELIPE ST, STE 2119			HOUSTON	TX	77056	
OGUNDAPO, ADEWOLE		Address on File						
OHALEK, DANA J.		Address on File						
OHIO BUSINESS TAX DIVISION		4485 NORTHLAND RIDGE BLVD.			COLUMBUS	OH	43229	
OHIO DEPARTMENT OF TAXATION		4485 NORTHLAND RIDGE BLVD.			COLUMBUS	OH	43229	
OHIO DEPARTMENT OF TAXATION		PO BOX 181140			COLUMBUS	OH	43218-1140	
OHIO DEPARTMENT OF TAXATION - SALES TAX VDA		4485 NORTHLAND RIDGE BLVD.			COLUMBUS	OH	43229	
OHIO EDISON - MINERVA		1910 W MARKET STREET			AKRON	OH	44313	
OHIO TREASURER OF STATE		30 E BROAD ST	9TH FLOOR		COLUMBUS	OH	43215	
OHIO TREASURER OF STATE		PO BOX 16560 OR 16561			COLUMBUS	OH	43216-6560	
OHI-RAIL CORPORATION		PO BOX 728			STEUBENVILLE	OH	43952	
OILFIELD DOCTORS LLC		2000 E 42ND ST., STE C-387			ODESSA	TX	79762	
OJO, OLUMUYIWA AYOYINKA		Address on File						
OK TIRE - WINKLER		255 KIMBERLY ROAD			WINKLER	MB	R6W 0H7	CANADA
OKLAHOMA TAX COMMISSION		2501 NORTH LINCOLN BOULEVARD			OKLAHOMA CITY	OK	73194	
OKLAHOMA TAX COMMISSION		PO BOX 269027			OKLAHOMA CITY	OK	73126	
OKLAHOMA TAX COMMISSION- SALES & USE TAX		2501 NORTH LINCOLN BOULEVARD			OKLAHOMA CITY	OK	73194	
OKOYE, NNAMDI GEOFFREY		Address on File						
OLANLOYE, OLUSHINA I		Address on File						
OLAWOYE, AYODEJI JOHN		Address on File						
OLEARY, ANDREW		Address on File						
OLIPHANT, SABLE LYNN		Address on File						
OLIVAS, RAMIRO		Address on File						
OLIVER, ANDREW		Address on File						
OLIVERA, JHANLEE		Address on File						
OLOGHOBO, JEREMIAH		Address on File						
OLSON, ANDREW M		Address on File						
OLSON, JOSEPH LOWELL		Address on File						
OLSON, MATTHEW L		Address on File						
OLSON, TRACEY L		Address on File						
OLSSON INDUSTRIAL ELECTRIC, INC.		PO BOX 70413			SPRINGFIELD	OR	97475	
OMEGA RAIL MANAGEMENT, INC.		4721 TROUSDALE DRIVE, SUITE 206			NASHVILLE	TN	37220	
OMMA TRUCKING INC		PO BOX 80653			MIDLAND	TX	79708	
OMOTOSHO, ABIODUN		Address on File						
ON SERVICES - AV SPECIALISTS INC.	DBA ON SERVICES, A GES COMPANY	6779-B CRESCENT DR.			NORCROSS	GA	30071	
ONE MORE LOAD TRUCKING LLC		302 FITZ HENRY ROAD			SMITHTON	PA	15479	
ONEILL, DEVIN		Address on File						
ONSET FINANCIAL INC.		274 WEST 12300 SOUTH			DRAPER	UT	84020	
ONYEMETU, KEVIN		Address on File						
OPOKU, EMMANUEL		Address on File						
ORAZULIKE, SUNDAY IFEANYI		Address on File						
ORDONEZ, RENE		Address on File						
OREGAN, JEFFREY THOMAS		Address on File						
ORGAN, EDWARD		Address on File						
ORLA DRILLING COMPANY LLC		1100 MACON STREET			FT. WORTH	TX	76102	
ORLACO INC.		33 CONFEDERATE AVE			JASPER	GA	30143	
ORLANDO, GUY		Address on File						
ORONA, EMILY		Address on File						
ORONA, RAYMOND D		Address on File						
ORONA, ZACHARY PAUL		Address on File						
ORTEGA, LEODAN S		Address on File						
ORTIZ, DOHNOVAN		Address on File						

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ORTIZ, GERMAIN		Address on File						
ORTIZ, PATRIK ROBERT		Address on File						
OSCAR ROSAS	AWARENESS SAFETY	Address on File						
OSEGUERA, DEVIN ANDREW		Address on File						
OSEGUERA, JORGE		Address on File						
OSSEO FAIRCHILD SCHOOL DISTRICT		50851 EAST STREET			OSSEO	WI	54758	
OSSEO FORD SALES & SERVICE, INC.		50825 SPRUCE ROAD			OSSEO	WI	54758	
OSSEO PLASTICS & SUPPLY INC		51101 OMAHA ST	P O BOX 127		OSSEO	WI	54758	
OSSEO PLUMBING LLC		50769 WEST ST	P O BOX 25		OSSEO	WI	54758	
OSSEO PRECISION MACHINING		13906 8TH ST.			OSSEO	WI	54758	
OSTROWSKI, KEVIN R		Address on File						
OTC MARKETS GROUP INC.		300 VESEY ST., 12TH FLLOOR			NEW YORK	NY	10282	
Otho T. Kortz Jr.		4616 West 107th Street			Oak Lawn	IL	60453-5202	
OTR CAPITAL, LLC	MT GARFIELD TRUCKING,LLC	DEPT. #390 PO BOX 1000			MEMPHIS	TN	38148-0390	
OURS, DYLAN M		Address on File						
OURS, MICHAEL L		Address on File						
OVAERT, ERIC		Address on File						
OVANDO, VALENTIN		Address on File						
OVERHEAD DOOR COMPANY- 7 RIVERS REGION		W6797 ABBEY ROAD			ONALASKA	WI	54650	
OVERHEAD DOOR COMPANY OF THE CHIPPEWA VALLEY, INC.		4901 LYLE LANE	P.O. BOX 1083		EAU CLAIRE	WI	54702	
OVERLIEN, SAMUEL R		Address on File						
OWENS SR., STANLEY RAY		Address on File						
OWOKONIRAN, JAIYEOLA M.		Address on File						
OWOLABI, OLUWASESAN MOBOLAJI		Address on File						
OZ CAPITAL LLC		222 W EXCHANGE AVE	SUITE 200		FORT WORTH	TX	76164	
PA DEPARTMENT OF REVENUE	BUREAU OF INDIVIDUAL TAXES	PO BOX 280504			HARRISBURG	PA	17128	
PA DEPARTMENT OF REVENUE		1133 STRAWBERRY SQUARE	FOURTH AND WALNUT ST.DEPT. 281100		HARRISBURG	PA	17128	
PA DEPARTMENT OF REVENUE - VOLUNTARY DISCLOSURE PROGRAM		1133 STRAWBERRY SQUARE	FOURTH AND WALNUT ST. DEPTS.281100		HARRISBURG	PA	17128	
PA ENERGY RESOURCES GROUP, LLC	C/O GIFT & ASSOCIATES, LLC	1205 MANOR DRIVE, SUITE 100			MECHANICSBURG	PA	17055	
P-A INDUSTRIAL SERVICES		2849 LOUISIANA AVE N			NEW HOPE	MN	55427	
PADDOCK FARM LP		S 7011 CTY ROAD B			EAU CLAIRE	WI	54701	
PAIGE PR LLC		8558 KATY FREEWAY	SUITE 100		HOUSTON	TX	77024	
PALMER, CORNELIUS L		Address on File						
PANDO, ALBERT MANUEL		Address on File						
PANDO, CHRISTOPHER ALEXANDER		Address on File						
PANDO, JSEL		Address on File						
PARAGON ASSOCIATES		632 COPELAND AVE			LA CROSSE	WI	54603	
Parakkat Gopalakrishnan		310 Cleveland Street			Mullins	SC	29574	
PAREDES, MICHAEL ANTHONY		Address on File						
PARKS FUELS LTD.		303 EAST 1ST			BIG SPRING	TX	79720	
PARKSIDE HOME HARDWARE BUILDING CENTRE		880 MEMORIAL DRIVE			WINKLER	MB	R6W 0M6	CANADA
PARRA, EVAN VALERIANO		Address on File						
PARTHEMER, STEVEN		Address on File						
PARTLOW, DAVID		Address on File						
PARTS & PERFORMANCE LLC DBA RYANS WRENCH-IT		208 NORTH SPRING STREET			BLAIR	WI	54616	
PAT JAKUPCA		5 DURANGO PL			CLEVELAND	SC	29635-9336	
PATE, MICHAEL A		Address on File						
PATERSON & COOKE USA, LTD.		221 CORPORATE CR., SUITE D			GOLDEN	CO	80401	
PATH, BRENNON		Address on File						
PATH, BRENNON T		Address on File						
PATH, SCOTT M		Address on File						
PATH, THOMAS E		Address on File						
Patricia Goldman		356 Riviera Drive South			Massapequa	NY	11758	
Patricia J. Jakupca		5 Durango Place			Cleveland	SC	29635	

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CreditorName	CreditorNoticeName	Address1	Address2	Address3	City	State	Zip	Country
PATRICIA WALTERS		Address on File						
Patricia Y Kirkland	Wells Fargo Advisors	403 N Shady Ln			Dothan	AL	36303	
PATRIOT SAFETY AND SERVICES	ATTN JAIME BOUSTON	3001 W ILLINOIS AVE STE 2B2			MIDLAND	TX	79701	
PATTERSON TRUCKING	ATTN TRACY J. PATTERSON	700 KIMBALL #11			DOUGLAS	WY	82633	
PATTERSON, KYLE		Address on File						
PATTISON SAND COMPANY		P.O. BOX 670			FAYETTE	IA	52142	
Paul C. Drago		PO Box 777			Folly Beach	SC	29439	
Paul Heffler		2301 Harding Rd			Ottawa	Ontario	K1G 3B6	Canada
Paul Patrick Laky		12612 98th Ave Ct NW			Gigharbor	WA	98329	
Paul Siegfried		3425 Laurelwood			Horn Lake	MS	38637	
Paul W. Johnson		10034 Jasper Dr.			Greencastle	PA	17225	
PAUL, CRAIG		Address on File						
PAULES, WILLIAM J		Address on File						
PAULS MACHINE AND TOOL INC.		4445 COUNTY HWY O			WARRENS	WI	54666	
PAVE TEX ENGINEERING LLC	DBA PAVE TEX	1500 BROADWAY, SUITE 1117			LUBBOCK	TX	79401	
PAYNE TRANSPORTATION LTD.		435 LUCAS AVENUE	BOX 67, GROUP 200, RR#2		WINNIPEG	MB	R3C 2E6	CANADA
PAYSCALE, INC		75 REMITTANCE DR. DEPT. 1343			CHICAGO	IL	60675	
PCAOB		PO BOX 418631			BOSTON	MA	02241-8631	
Pearl Johnson-Stanbrook		935 Narrow Street			West Wyoming	PA	18644	
PEARL MEYER & PARTNERS LLC		DEPT. #41287 - PO BOX 650823			DALLAS	TX	75265	
PEARSON-ARNOLD TECHNOLOGY		2849 LOUISIANA AVE NORTH			NEW HOPE	MN	55427	
PEDERSEN, AUSTIN A		Address on File						
PEHLER OIL LLC		PO BOX 671	36064 GOLDEN STREET		INDEPENDENCE	WI	54747	
PEMBINA VALLEY LIFESTYLES		6449001 MANITOBA LTD	310-A CARGILL ROAD		WINKLER	MB	R6W0K4	CANADA
PENA, HECTOR		Address on File						
PENA, MIKE		Address on File						
PENA, RAYMUNDO H		Address on File						
PENN STATE MAINTENANCE SUPPLY		21770 ROUTE 6			WARREN	PA	16365	
PENNER WASTE INCORPORATED		20155 RD 15N	BOX 87		WINKLER	MB	R6W 4A4	CANADA
PENNER WASTE INCORPORATED		BOX 1090			WINKLER	MB	R6W 4B2	CANADA
PENNSYLVANIA DEPARTMENT OF AGRICULTURE - WEIGHTS AND MEASURES		2301 NORTH CAMERON STREET			HARRISBURG	PA	17110	
PENNSYLVANIA DEPARTMENT OF REVENUE		1133 STRAWBERRY SQUARE	FOURTH AND WALNUT ST. DEPT. 281100		HARRISBURG	PA	17128	
PENNSYLVANIA DEPARTMENT OF REVENUE		PO BOX 280403			HARRISBURG	PA	17128-0403	
PENNSYLVANIA ONE CALL SYSTEM, INC.		PO BOX 641121			PITTSBURGH	PA	15264-1121	
PENROD, ERIC		Address on File						
PENSKE LOGISTICS LLC		PO BOX 7780-5070			PHILADELPHIA	PA	19182	
PEOPLEREADY INC		PO BOX 676412			DALLAS	TX	75267	
PERE, DOM		Address on File						
PEREZ RUBIO, LUIS C		Address on File						
PEREZ, ALEX		Address on File						
PEREZ, ALONZO ROMEO		Address on File						
PEREZ, ANGEL		Address on File						
PEREZ, GERARDO		Address on File						
PEREZ, ROBERT		Address on File						
PEREZ-RUBIO, ERICK		Address on File						
PERKINS, BRANDON		Address on File						
PERMIAN LODGING II, LLC		103 ROSEDALE DRIVE			LAFAYETTE	LA	70508	
PERMIAN LODGING, LLC		103 ROSEDALE DRIVE			LAFAYETTE	LA	70508	
PERMIAN ROAD SAFETY COALITION, L.L.C		5742 ALEXANDER DR.			SAINT FRANCISVILLE	LA	70775	
PERRY, JOHN T		Address on File						
PERRY, NEVIS M		Address on File						
PESINA, ANDRE ALEXANDER		Address on File						

Exhibit Q
Creditor Matrix
Served via First Class Mail

CreditorName	CreditorNoticeName	Address1	Address2	Address3	City	State	Zip	Country
Peter Colangelo		RL4 53 Arthur St S			Guelph	ON	N1E 0P5	Canada
Peter Maris		100 Hilton Ave Apt 402			Garden City	NY	11530	
Peter Maris & Kay Maris Jt Tenants	Peter Maris	100 Hilton Ave Apt 402			Garden City	NY	11530	
Peter Spuler		10800 Blackpowder Court			Fort Washington	MD	20744	
PETERS, MICHAEL		Address on File						
PETERSEN, CODY		Address on File						
PETES TRAILER SALES INC.		1750 19 1/2 STREET			RICE LAKE	WI	54868	
PETRO COMMUNICATIONS, INC.		2425 EAST HWY 80			MIDLAND	TX	79706	
PETROLEUM EQUIPMENT & SERVICES ASSOCIATION		2500 CITYWEST BLVD.	SUITE 1110		HOUSTON	TX	77042	
PETROPLEX LAND SERVICES LLC		PO BOX 4463			MIDLAND	TX	79704	
PETTIS, JOHN M & THERESA		Address on File						
PFC EQUIPMENT INC.		9366 DEERWOOD LANE N			MAPLE GROVE	MN	55369	
PFINGSTEN, RICHARD C		Address on File						
PGIP, LLC		915 MILWAUKEE WAY			DENVER	CO	80209	
PGIP, LLC		915 S MILWAUKEE WAY			DENVER	CO	80209	
PHASE 3 DIGITAL		141 S. 6TH STREET			LA CROSSE	WI	54601	
PHELPS DUNBAR, LLP		365 CANAL STREET, SUITE 2000			NEW ORLEANS	LA	70130	
PHILLIPS, CASEY		Address on File						
PHILLIPS, SAMUEL		Address on File						
PHILS SEPTIC SERVICE	ATTN PAUL E GUNTER	S4415 ROLLEEN DR.			AUGUSTA	WI	54772	
PHOENIX PROCESS EQUIPMENT CO.		2402 WATTERSON TRAIL			LOUISVILLE	KY	40299	
PHS MOBILE HEALTH SOLUTIONS		83 SOUTH EAGLE ROAD			HAVERTOWN	PA	19083	
PIENTOK, DANIEL		Address on File						
PIERCE, ASHLEY		Address on File						
PIETSCH, BILL		Address on File						
PIETSCH, WILLIAM		Address on File						
PIGEON FALLS LAWN CARE & SNOW REMOVAL LLC		40003 COMMERCIAL AVE.			PIGEON FALLS	WI	54760	
PILKINGTON, BRITTANY SIERRA		Address on File						
PINEDO, BENJAMIN		Address on File						
PINON, ADRIAN		Address on File						
PIPER, WILLIAM C		Address on File						
PITNEY BOWES GLOBAL FINANCIAL SERVICES LLC		P.O.BOX 371887			PITTSBURG	PA	15250-7887	
PITTMAN, LUCAS J		Address on File						
PIVOTAL EDGE, INC		PO BOX 2636			BISMARCK	ND	58502	
PJAS TRUCKING		2843 IRONWOOD DR.			GRAND PRAIRIE	TX	75052	
PLANTE, HUNTER WILLIAM		Address on File						
PLASTIQ INC.		360 9TH ST			SAN FRANCISCO	CA	94105	
PLATTETER, JOSEPH A		Address on File						
PLATTS RIGDATA	C/O S & P GLOBAL	PO BOX 820547			FORT WORTH	TX	76182	
PLUGGED-IN TRANSPORTATION& SERVICES LLC	ANTONIO DANIEL DEHOLLOZ	10546 COUNTY ROAD 279			SNOOK	TX	77878	
PMB HELIN DONOVAN, LLP		PO BOX 202260			AUSTIN	TX	78720	
POINT OF CONTACT LTD		1250 BROADWAY, 36TH FLOOR			NEW YORK	NY	10001	
POIRIER, JOHN JAMES		Address on File						
POLAR BEAR RUBBER LTD.		1663 BURROW AVE			WINNIPEG	MB	R2X 3B5	CANADA
POLAR MOBILITY RESEARCH LTD		7860-62 STREET SE			CALGARY	AB	T2C-5K2	CANADA
POMPS TIRE SERVICE INC.		1123 CEDAR STREET			GREEN BAY	WI	54301	
POORMAN, JOHN KEVIN	PSP PARTNERS	Address on File						
PORTABLE AIR LC		555 S. INDUSTRY RD			COCOA	FL	32926	
PORTER BILLING SERVICES LLC		PO BOX 398			BIRMINGHAM	AL	35201	
PORTER HEDGES LLP		DEPT. 510	PO BOX 4346		HOUSTON	TX	77210	
PORTILLO, ANDY		Address on File						
PORTILLO, BENITO		Address on File						
POTTS, KIM		Address on File						
POWELL, KEVIN LEE		Address on File						
POWELL, SEAN		Address on File						
POWER FUNDING LTD		815 RICE RD			TYLER	TX	75703	

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Creditor Matrix
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CreditorName	CreditorNoticeName	Address1	Address2	Address3	City	State	Zip	Country
POWERS, ROBERT MARK		Address on File						
POWER-SERV, INC.		2918 E. BLAINE STREET			SPRINGFIELD	MO	65803	
PPC LUBRICANTS		305 MICRO DRIVE			JONESTOWN	PA	17042	
PPG PROTECTIVE & MARINE CTGS		PO BOX 842409			BOSTON	MA	02284-2409	
PRAIRIE MOON NURSERY		32115 PRAIRIE LANE			WINONA	MN	55987	
PRAIRIE SKY PROMOTIONS LTD.		310A CARGILL RD.			WINKLER	MB	R6W OK4	CANADA
PRECISION HEATING SERVICES		BOX 262			LOWE FARM	MB	R0G1E0	CANADA
PREFERRED CLIMATE SOLUTIONS LLC		PO BOX 517			LA GRANGE	TX	78945	
PREMIER COOPERATIVE		PO BOX 69			DODGE	WI	53572	
PREMIER WELDING	ATTN ALFRED LYNN BLACKMON	902 W PUEBLO			HOBBS	NM	88240	
Prentiss Byron Hayes		1521 Coastal Oaks Cir E			Fernandina Beach	FL	32034	
PRESENTS & POSIES		210 S. MAIN STREET	PO BOX 603		SHEFFIELD	PA	16347	
PRESS ENERGY SERVICES, LLC		PO BOX 10241			FORT SMITH	AR	72917	
PRESTON PRESS, INC. (PUBLISHER OF THE-AD-DELITE)		PO BOX 548			STRUM	WI	54770	
PRESTON, SCOTT J		Address on File						
PREVA HEALTH, INC.		2509 COUNTY HIGHWAY I SUITE 300			CHIPPEWA FALLS	WI	54729	
PREVETO AND ASSOCIATES INC.		100 E. FERGUSON, SUITE 909			TYLER	TX	75702	
PRICE, MATHEW RYAN		Address on File						
PRICEWATERHOUSE COOPERS LLP	PWC CAC, PWC CENTRE	354 DAVIS ROAD, SUITE 600			OAKVILLE	ON	L6J 0C5	CANADA
PRICEWATERHOUSECOOPERS LLP		P.O. BOX 952282			DALLAS	TX	75395-2282	
PRIDEMORE, JAKOB		Address on File						
PRIMARY RECRUITING SERVICES	C/O LS MANAGEMENT LLC	2301 MAITLAND CENTER PARKWAY STE100			MAITLAND	FL	32751	
PRIME CAPITAL INVESTMENT ADVISORS LLC		PO BOX 3113			WICHITA	KS	67201	
PRISE, KURT		Address on File						
PROCESS SENSORS CORP		113 CEDAR STREET, S1			MILFORD	MA	01757	
PROFORMA ENGINEERING		1260 BORDER STREET			WINNIPEG	MB	R3H 0M6	CANADA
PRO-LINE TOOL SUPPLY		RR3 BOX 8			MORDEN	MB	R6M 2A2	CANADA
PRONGHORN LOGISTICS, LLC		1330 POST OAK BLVD.	SUITE 600		HOUSTON	TX	77056	
PRONSCHINSKE WELDING		23296 WHITEHALL ROAD			INDEPENDENCE	WI	54747	
PRONSCHINSKE, MICHAEL J		Address on File						
PROPOWER MFG. INC		5000 HOWARD BUSINESS PARKWAY			LASALLE	ON	N9H 2K8	CANADA
PROPTESTER INC.		17222 B HUFFMEISTER RD			CYPRESS	TX	77429	
PROPTESTER, INC.		17222 HUFFMEISTER ROAD, SUITE B			CYPRESS	TX	77429	
PROTECTING COLORADOS ENVIRONMENT	ECONOMY & ENERGY INDEPENDENCE	2318 CURTIS STREET			DENVER	CO	80205	
PROULX, MICHAEL ANTHONY		Address on File						
PROVEN RESULTS MARKETING AGENCY INC		64 LANDON DRIVE			REINFELD	MB	R6W 1K9	CANADA
PROVENZANO, JOSHUA JAMES		Address on File						
PROVIDENCE COMMUNITY CHURCH		5370 FM 1960 E			ATASCOCITA	TX	77346	
PROVINCE OF BRITISH COLUMBIA		200 - 940 BLANSHARD STREET			VICTORIA	BC	V8W 3E6	CANADA
PROVISION PARTNERS COOPERATIVE		2327 W. VETERANS PKWY	PO BOX 988		MARSHFIELD	WI	54449	
PRYOR LEARNING SOLUTIONS INC.	FRED PRYOR SEMINARS & CAREER TRACK	5700 BROADMOOR, STE 300			MISSION	KS	66202	
PS INDUSTRIES INCORPORATED		1150 S 48TH STREET			GRAND FOLKS	ND	58201	
PSI ENGINEERING, LLC		1800 EAST 122ND STREET			BURNSVILLE	MN	55337	
PT DISTRIBUTION INC		460 MURPHY SPRING RD			HASTINGS	PA	16646	
PTACEK, DONALD		Address on File						
PUBLIC COMPANY ACCOUNTING OVERSIGHT BOARD		1666 K STREET NW			WASHINGTON	DC	20006-2803	
PUENTE, DANIEL E.		Address on File						
PUGH, JAVON		Address on File						
PULLUM, JORDAN		Address on File						
PURDUN, MATTHEW		Address on File						

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Creditor Matrix
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CreditorName	CreditorNoticeName	Address1	Address2	Address3	City	State	Zip	Country
PURITY OILFIELD SERVICES, LLC		2101 CEDAR SPRINGS ROAD, SUITE 650			DALLAS	TX	75201	
PUROLATOR INC		PO BOX 4800 STN MAIL			CONCORD	ON	L4K 0K1	CANADA
PURVIS INDUSTRIES		PO BOX 540757			DALLAS	TX	75354	
PYKA, JULIE A		Address on File						
PYRO-MATIC, INC.		11901 W. DEARBORN AVE.			WAUWATOSA	WI	53226	
PYRO-MATIC, INC.		11901 WEST DEARBOURN			WAUEATOSA	WI	53226	
Qadar Khan		2239 Deerpath Road			Huntingdon Valley	PA	19006	
QS PECOS LLLP		P.O. BOX 8727			FAYETTEVILLE	AR	72703	
QUACH, TIMOTHY MINH		Address on File						
QUALITY MAT COMPANY		6550 TRAM RD			BEAUMONT	TX	77713	
QUARNE FARMS LLC	ATTN DAVID ARNOLD QUARNE	N31047 QUARNE ROAD			BLAIR	WI	54616	
QUARNE, RYAN T		Address on File						
QUEST SOFTWARE INC		4 POLARIS WAY			ALISO VIEJO	CA	92656	
QUICK SAND SERVICES LLC		12145 CAVETT RIVER ROAD			GILLIAM	LA	71029	
QUICKSAND, INC.		PO BOX 8727			FAYETTEVILLE	AR	72703	
QUIJAS, AUSTIN		Address on File						
QUIKRETE HOLDINGS, INC. DBA CONTECH ENGINEERED SOLUTIONS		PO BOX 936362			ATLANTA	GA	31193	
QUILL CORPORATION		P.O. BOX 37600			PHILADELPHIA	PA	19101-0600	
QUINTEX SERVICES LTD.		332 NASSUA ST. NORTH			WINNIPEG	MB	R3L0R8	CANADA
R & H OILFIELD SERVICES LLC		820 E. LARAMIE ST APT C			GILLETTE	WY	82716	
R & R CONSTRUCTION, INC.		4629 S HIGHWAY 18			MONAHANS	TX	79756	
R & R SCALES	T3 MEASUREMENTS	2023 US HWY 80E			ABILENE	TX	79601	
R & S CLEANING SERVICES INC		212 REDWOOD DR			WINKLER	MB	R6W 1H5	CANADA
R B SCOTT COMPANY		P.O. BOX 65			EAU CLAIRE	WI	54702-0065	
R K HARRISON INSURANCE BROKERS		ONE CREECHURCH LANE			LONDON		EC3A 5AF	UNITED KINGDOM
R.J. JUROWSKI CONSTRUCTION, INC.		36385 JUROWSKI DRIVE	BOX 335		WHITEHALL	WI	54773	
RACER HOT SHOT, INC.		1201 STONEGATE			ALICE	TX	78332	
RADABAUGH, DANIEL CLIFFORD		Address on File						
Rafael Zapata		PO Box 930			Cabo Rojo		900623	Puerto Rico
RAGLIN, ANDREA		Address on File						
Rahim Delli		15301 57th Pl W			Edmonds	WA	98026	
RAHL, TROY L		Address on File						
RAIL DEVELOPMENT AND RESEARCH CO.	ATTN JONATHAN DENNIS	1205 J. AVENUE			MILFORD	IA	51351	
RAIL LOGIX ALAMO JUNCTION, LLC		3330 S. SAM HOUSTON PKWY E			HOUSTON	TX	77047	
RAILCAR HOLDING PAS I LLC		200 PARK AVENUE SOUTH, SUITE 1511			NEW YORK	NY	10002	
RAILCAR HOLDING PAS II		200 PARK AVENUE SOUTH, SUITE 1511			NEW YORK	NY	10002	
RAILINC CORPORATION		P O BOX 79860			BALTIMORE	MD	21279-0860	
RAILPROS FIELD SERVICES, INC.		1705 W. NORTHWEST HWY	SUITE 150		GRAPEVINE	TX	76051	
RAILROAD SOLUTIONS		PO BOX 842			CAMP HILL	PA	17001	
RAILROAD TOOLS AND SOLUTIONS LLC		4729 RED BANK ROAD			CINCINNATI	OH	45227	
RAILWAY EQUIPMENT CO.		15400 MEDINA RD.			MINNEAPOLIS	MN	55447	
RAM OILFIELD SOLUTIONS, LLC	ATTN MANUEL ESPINOZA	PO BOX 3423			HOBBS	NM	88241	
RAMBO, AARON		Address on File						
RAMIREZ, ANTONIO		Address on File						
RAMIREZ, GAGE		Address on File						
RAMIREZ, JAIME		Address on File						
RAMIREZ, TRISTEN A		Address on File						
Ramona J. Daniel		# 10 Waverley Place			Wichita Falls	TX	76301	
RAMOS, JESUS		Address on File						
RAMOS, LUIS		Address on File						
RAMOS, NEW LEE		Address on File						
Randall C Kirkham		4906 Monte Penne Way			Pahrump	NV	89061-1000	
Randall Figg		60822 Greenridge Ct			South Bend	IN	46614	
RANDALL, JEROME R		Address on File						

Exhibit Q
Creditor Matrix
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CreditorName	CreditorNoticeName	Address1	Address2	Address3	City	State	Zip	Country
RANDALL, ZACKERY SHANE		Address on File						
Randol D Stone	Wells Fargo Advisors	403 N Shady Ln			Dothan	AL	36303	
Randy G. Lowe	Randy Lowe	3455 FM 976			Caldwell	TX	77836	
Rasmus Frandsen	Rasmus S Frandsen	1626 Castle Court			Houston	TX	77006	
RASMUS, ROBERT E		Address on File						
RAUCH, CAMERON		Address on File						
RAWDING, JOSHUA		Address on File						
RAY, ROBERT L		Address on File						
RAYMOND & KAREN CLAPP LIVING TRUST		1570 PRESTWICK DRIVE			LAKE GENEVA	WI	53147	
Raymond J. Mollica		8223 - 14th Av			Brooklyn	NY	11228	
RAYMOND, PETER		Address on File						
RBR EQUIPMENT	ATTN ROBERT C ROGERS	1631 OTISCO VALLEY ROAD			MARIETTA	NY	13110	
RBT SERVICES INC.		218 CORPORATE DRIVE			ELIZABETHTOWN	KY	41701	
RCM TRUCKING LLC		18705 SCARLET OAK LANE			EDMOND	OK	73012	
READING & NORTHERN REAL ESTATE COMPANY		PO BOX 188			PORT CLINTON	PA	19549	
READYREFRESH BY NESTLE		P.O.BOX 856680			LOUISVILLE	KY	40285	
Rebecca Pletsch		3336 Cherokee Ln			Provo	UT	84604	
RECENDIS, OSVALDO		Address on File						
RECO EQUIPMENT, INC. DBA BOBCAT OF PITTSBURGH		20620 ROUTE 19 NORTH			CRANBERRY TWP.	PA	16066	
RED OAK CAPITAL MANAGEMENT		THREE RIVERWAY	SUITE 1550		HOUSTON	TX	77056	
RED OAK CAPITAL MANAGEMENT, LLC		3 RIVERWAY, SUITE 1350			HOUSTON	TX	77056	
RED WING BRANDS OF AMERICA, INC.		PO BOX 844329			DALLAS	TX	75284-4329	
REDLIN, MARK D		Address on File						
REED, TERRY		Address on File						
REESE, JODY RAY		Address on File						
REESMAN, RICHARD S		Address on File						
REETZ, ALLEN E		Address on File						
REEVES COUNTY APPRAISAL DISTRICT		PO BOX 1229			PECOS	TX	79772	
REEVES COUNTY TAX ASSESSOR		100 E 4TH STREET #104			PECOS	TX	79772	
REEVES COUNTY TAX ASSESSOR/COLLECTOR		PO BOX 700			PECOS	TX	79772	
REEVES COUNTY, TEXAS		PO BOX 2072			PECOS	TX	79772	
REFLECTIVE APPAREL FACTORY, INC.		1649 SANDS PLACE SE,	SUITE J		MARIETTA	GA	30067	
REGAL OIL INC.		PO BOX 950			SAN ANGELO	TX	76902	
REGENTS CAPITAL CORPORATION		3200 BRISTOL STREET 4TH FL			COSTA MESA	CA	92626	
REGISTRATION FEE TRUST	WISCONSIN DEPT. OF TRANSPORTATION	PO BOX 3279			MILWAUKEE	WI	53201	
REHAB PLUS THERAPEUTIC		726 DONALD PRESTON DRIVE			WOLFFORTH	TX	79382	
REICHERT, JAMES TRAVIS		Address on File						
REID, JEFFREY		Address on File						
RELEVANT SOLUTIONS		9750 WEST SAM HOUSTON PARKWAY NORTH	SUITE 190		HOUSTON	TX	77064	
RELIANT AN NRG COMPANY		P.O. BOX 120954			DALLAS	TX	75312-0954	
RELIANT ENERGY		1000 MAIN ST			HOUSTON	TX	77002	
RENEWABLE FIBER, INC		PO BOX 205			FT. LUPTON	CO	80621	
RENTERIA, JUAN R		Address on File						
REPUBLIC WASTE SERVICES OF TEXAS, LTD		1450 EAST CLEVELAND STREET			HUTCHINS	TX	75141	
RER LEGACY INVESTMENTS LLC		THREE RIVERWAY	SUITE 1550		HOUSTON	TX	77056	
RESOURCE ERECTORS NC	FUSION CONSULTING SERVICES INC.	P.O. BOX 602			CLAYTON	NC	27528	
RESOURCE ERECTORS NC		PO BOX 602			CLAYTON	NC	27528	
RESOURCE TRANSPORT LLC		PO BOX 816			GAINESVILLE	TX	76241	
REVEL TECHNOLOGY		5535 MEMORIAL DR., SUITE F-105			HOUSTON	TX	77007	
REVOLUTION ENERGY SERVICES		1217 LAUREL HILL ROAD			MCDONALD	PA	15057	
REYES, ESTEBAN		Address on File						
REYES, HUGO		Address on File						

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REYES, JOSE		Address on File						
REYNOLDS, ANDY		Address on File						
RF DUMP TRUCK SERVICE		4923 CORDOVA STREET			ODESSA	TX	79762	
RGW INTERESTS		600 TRAVIS STREET	SUITE 600		HOUSTON	TX	77002	
RICE ELECTRIC COMPANY		30 LINWOOD ROAD, PO BOX 429			EIGHTY FOUR	PA	15330	
Richard D Broussard		3415 Sharon Rd.			Bullhead City	AZ	86429	
Richard D Roberts		715 Gibson Rd			Waxahachie	TX	75165	
Richard G. Thiermann		3 Sepulveda			Rancho Santa Margarita	CA	92688	
Richard J Russell		1260 Two Mile Rd			Olean	NY	14760	
RICHARD L. MACK		Address on File						
Richard Minto		128 East Avenue, Apt 2L			Bridgeport	CT	06610	
RICHARD, WAYNE AND ROBERTS		Address on File						
RICHMOND, DARIUS		Address on File						
RICHMOND, ROY		Address on File						
RICHWOOD INDUSTRIES, INC		707 7TH STREET WEST			HUNTINGTON	WV	25704	
Riddick Ackerman, III		11 Dogwood Lane			Walterboro	SC	29488	
RIDGE LANE EMBROIDERY		W14634 RIDGE LANE			OSSEO	WI	54758	
RIEKE, AUSTIN		Address on File						
RIGGIN, ERNEST A		Address on File						
RIGGIN, KEITH E		Address on File						
RIGNET INC.		PO BOX 941629			HOUSTON	TX	77094	
RIGZONE.COM, INC		4939 COLLECTIONS CENTER DR			CHICAGO	IL	60693	
RILEY INDUSTRIAL SERVICES, INC.		2615 SAN JUAN BOULEVARD			FARMINGTON	NM	87401	
RILEY PETROLEUM PRODUCTS, LLC		128 TECHNOLOGY WAY			STEUBENVILLE	OH	43952	
RILEY, JAMES		Address on File						
RILEY, WELD		Address on File						
RINDAL, JACOB MICHAEL		Address on File						
RING CENTRAL INC.		20 DAVIS DRIVE			BELMONT	CA	94002	
RING CENTRAL INC.		DEPT. CH 19585			PALATINE	IL	60055	
RIO HUB LLC	TESORO LOGISTICS OPERATIONS LLC	19100 RIDGEWOOD PARKWAY			SAN ANTONIO	TX	78259	
RIOS, EDUARDO MARTINEZ		Address on File						
RIOS, JUAN		Address on File						
RIOS, VALARIE		Address on File						
RITA TRANBERG MEMORIAL FOUNDATION		W18770 PETERSON COULEE RD			BLAIR	WI	54616	
RITCHIE, ANDREW CHARLES		Address on File						
RITE-WAY RENTALS		235 MANITOBA RD			WINKLER	MB	R6W0J8	CANADA
RITTER, ANDREW J		Address on File						
RITZ SAFETY		755 WEST SMITH ROAD	UNIT C		MEDINA	OH	44256	
RIVER CITY EXPRESS		42 WELLWOOD PLACE			WINNIPEG	MB	R2V 4X2	CANADA
RIVER CITY LAWNSCAPE, INC.		W8123 OLD NA ROAD			HOLMEN	WI	54636	
RIVER CITY READY MIX INC.		2845 HEMSTOCK ST.			LA CROSSE	WI	54603	
RIVER VALLEY NEWSPAPERS	C/O LEE NEWSPAPERS	P O BOX 742548			CINCINNATI	OH	45274-2548	
RIVERA CARDENAS, ALAN		Address on File						
RIVERA JUSTINIANO, RICKY		Address on File						
RIVERA, FLORENCIO SALVADOR		Address on File						
RIVERA, JAIME		Address on File						
RIVERA, JOSE E		Address on File						
RIVERLAND ENERGY COOPERATIVE		1472 WI-35			ONALASKA	WI	54650	
RIVIERA FINANCE	ASSIGNEE FOR TRIPLE S EXPRESS LLC	P.O. BOX 310243			DES MOINES	IA	50331	
RIVIERA FINANCE	WINDY RIDGE TRANSPORT	PO BOX 848244			LOS ANGELES	CA	90084	
RIVIERA FINANCE OF TEXAS		P.O. BOX 202485			DALLAS	TX	75320	
RIZER, HANK WILLIAMS		Address on File						
RJ GLASS INC.		1212 MILLS ROAD			DUNCANSVILLE	PA	16635	
RL SIGNOR HOLDINGS, LLC		2170 BUCKTHORNE PL STE 440			SPRING	TX	77380-1794	
RMA TOLL PROCESSING		PO BOX 734182			DALLAS	TX	75373	
RMT EQUIPMENT INC		30 EMILIEN MACROUX SUITE 101			BLAINVILLE	QC	J7C 0B5	CANADA

Exhibit Q
Creditor Matrix
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CreditorName	CreditorNoticeName	Address1	Address2	Address3	City	State	Zip	Country
ROAD RIG PARTS & SERVICE LTD		530 GEORGE AVE			WINKLER	MB	R6WOJ4	CANADA
ROBERT AND GRETCHEN CHALSMA TRUST		Address on File						
Robert Burgess		667 SW Hidden River Avenue			Palm City	FL	34990	
Robert Chrisman		4100 Queen Emmas Drive #31			Princeville	HI	96722	
Robert E Ash		13713 Beechwood Point Rd			Midlothian	VA	23112	
Robert F. Etzel	Robert Etzel	1851 Ashworth Rd			West Des Moines	IA	50265-3309	
Robert H. Mark		377 Rt 121 Vermont			Bellows Falls	VT	05101	
ROBERT HALF FINANCE & ACCOUNTING		P O BOX 743295			LOS ANGELES	CA	90074-3295	
Robert Kent Wirth		13213 Fishmarket Road			McLoud	OK	74851	
Robert Lee Hunsinger and Ailena Sue Hunsinger	Robert Hunsinger	3249 Berry Brow Drive			Chalfont	PA	18914	
Robert Lynn King		17530 Katie Lane			South Chesterfield	VA	23803	
Robert M Connor		7220 Millburne Ct			Bull Valley	IL	60050	
Robert M Shackelton Sr		120 Hunns Lake Rd			Stanfordville	NY	12581	
Robert S Houser		4855 Cerromar Dr			Naples	FL	34112	
Robert Theodore Lorenz	R.T Lorenz	9 Ridgewood Dr.			Auburn	MA	01501	
Robert Vasile		2217 Governors Bend			Huntsville	AL	35801	
ROBERTS, JAMES I		Address on File						
ROBERTS, JOHNATHON		Address on File						
ROBERTS, KIPP M		Address on File						
ROBERTSON, CASSANDRA		Address on File						
ROBERTSON, JAARYN		Address on File						
ROBERTSON, KENNETH ANDREW ROCK		Address on File						
ROBERTSON, STEPHEN C		Address on File						
ROBERTSON, ZACHARIAH		Address on File						
ROBINSON, BART C		Address on File						
ROBINSON, JASON		Address on File						
ROBINSON, REGINALD DESHAWN		Address on File						
ROBINSON, RONNIE G.		Address on File						
ROBINSON, SILKE		Address on File						
ROBINSON, YON		Address on File						
ROBLEDO, GREGORIO		Address on File						
Rochelle Larghi Roth IRA		34 Atlantic St			Wakefield	RI	02879	
ROCK OIL REFINING INC.		C4522 HWY 97	PO BOX 105		STRATFORD	WI	54484-0105	
ROCKFORD RIGGING		5401 MAIN SAIL DRIVE			ROSCOE	IL	61073	
ROCKWELL, DALE G		Address on File						
RODRIGUEZ, ANDREA LYNN		Address on File						
RODRIGUEZ, BALDEMAR I		Address on File						
RODRIGUEZ, FELIPE NERI		Address on File						
RODRIGUEZ, JERRY JACOB		Address on File						
RODRIGUEZ, JOHN		Address on File						
RODRIGUEZ, KRISTIAN		Address on File						
RODRIGUEZ, MARIA DE JESUS		Address on File						
RODRIGUEZ, MARY		Address on File						
RODRIGUEZ, PABLO M		Address on File						
RODRIGUEZ, PEDRO		Address on File						
RODRIGUEZ, RICKY M.		Address on File						
RODRIGUEZ, ROBERT MICHAEL		Address on File						
RODRIGUEZ, ROJELIO		Address on File						
RODRIGUEZ-RAMOS, ASHLEY		Address on File						
RODRIQUEZ, ANTONIO		Address on File						
RODRIQUEZ, SHAKEMA		Address on File						
RODRIQUEZ, STEPHEN ANTHONY		Address on File						
Roger M. Anderson		10212 Buckmeadows Dr.			Oakdale	CA	95361-9767	
ROGERS		PO BOX 8878 STN TERMINAL			VANCOUVER	BC	V6B 0H6	CANADA

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ROGERS COMMUNICATIONS INC.		333 BLOOR STREET EAST 10TH FLOOR			TORONTO	ON	M4W 1G9	CANADA
ROGNESS, RONALD		Address on File						
ROGNESS, RONALD		Address on File						
ROHR-IDRECO		1750 MADISON AVE.			NEW RICHMOND	WI	54017	
ROMAIN, MARCUS G		Address on File						
ROMAN, SELINA		Address on File						
ROMERO, JESUS J		Address on File						
ROMERO, NICOLAS		Address on File						
ROMIG, MARTHA M		Address on File						
RONALD BATTLE JR, DBA BATTLE TRANS		4005 EVERGREEN ST.			IRVING	TX	75061	
Ronald Hinkston		615 N New Haven Cir			Mesa	AZ	85205	
Ronald L. Stoudt	1016 Balfour Circle				Phoenixville	PA	19460	
Ronald P. Kauffman		57 Fauckner Dr			Lithopolis	OH	43136	
RONCO ENGINEERING SALES CO., INC.		P.O. BOX 889	1755 RONCO AVENUE		WINONA	MN	55987	
Ronda L. Clancy		500 Aylesbury Dr.			Chesapeake	VA	23322	
ROONEY, STACIE		Address on File						
ROSALES, JUAN		Address on File						
ROSALES, RODRIGO		Address on File						
Rosalie P. Zanatta		315 Lomita Ave			Millbrae	CA	94030	
ROSE, ETHAN		Address on File						
ROSENTRETER, ALEX		Address on File						
ROSIJI, SAMUEL IBUKUNOLUWA		Address on File						
ROSS, BENJAMIN M		Address on File						
ROSS, DEAN		Address on File						
ROTEX GLOBAL LLC		PO BOX 630317			CINCINNATI	OH	45263-0317	
ROUNDHOUSE ELECTRIC & EQUIPMENT CO., INC.		P.O. BOX 216			ANDREWS	TX	79714	
ROUTE 6 AUTOWORKS, LLC		6794 ROUTE 6			WELLSBORO	PA	16901	
ROW, CHANNING E		Address on File						
ROWE, ISAAC T		Address on File						
ROYAL & ROSS LP		103 KILDRUMMY LANE			AUSTIN	TX	78738	
ROYAL T ENERGY LLC		PO BOX 24010			HOUSTON	TX	77229	
Roza Galustyan		2751 Kennedy Blvd.			Jersey City	NJ	07306	
RPT INDUSTRIAL INC		1426 INDUSTRIAL BOUL			MAGOG	QC	J1X 4V9	CANADA
RR DONNELLEY		PO BOX 932721			CLEVELAND	OH	44193	
RR DONNELLEY & SONS COMPANY		POSTAGE-BCS	PO BOX 842313		BOSTON	MA	02284	
RSA TRANSPORT LLC	RSA TRANSPORT	1131 FREEPORT ROAD			KITTANNING	PA	16201	
RT SPECIALTY, LLC		1345 AVENUE OF THE AMERICAS, 4TH FLOOR			NEW YORK	NY	10105	
R-T SPECIALTY, LLC		40 FULTON ST. 15TH FLOOR			NEW YORK	NY	10038	
RT TECHNOLOGIES LTD		BOX 357			GRUNTHAL	MB	R0A0R0	CANADA
RTD ENTERPRISES		P.O. BOX 247			MADISON	ME	04950	
RTS FINANCIAL SERVICES INC.		P.O. BOX 840267			DALLAS	TX	75284	
RUBIO, RAUL		Address on File						
RUDD EQUIPMENT COMPANY, INC.		4344 POPLAR LEVEL RD.			LOUISVILLE	KY	40213	
RUDER WARE LLCS	ATTENTION ATTORNEY JOSEPH R. MIRR	PO BOX 187			EAU CLAIRE	WI	54702-0187	
RUFFIN, ANDREW RUSSELL		Address on File						
RUIZ, DANIEL		Address on File						
RUIZ, HALIM ROLANDO		Address on File						
RUIZ, JORGE		Address on File						
RULMECA CORPORATION		3200 CORPORATE DRIVE, SUITE D			WILMINGTON	NC	28405	
RUMBARGER, TYLER D		Address on File						
RUNDE METAL RECYCLING LLC		643 COMMERCE ST.			HOLMEN	WI	54636	
RUNICE, ERIC J		Address on File						
RUSSELL REYNOLDS ASSOCIATES INC.		CHURCH STREET STATION	PO BOX 6427		NEW YORK	NY	10249	
RUSSELL, JONATHAN G		Address on File						

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RUSSELL, RASHARD		Address on File						
RUTLAND, JOSH		Address on File						
RUTLIN, JILL M.	JAY S. CARMICHAEL	Address on File						
RUTLIN, KURT & JILL		Address on File						
Rutlin, Kurt W.	c/o Jay S. Carmichael	916 Oak Street			Tomah	WI	54660	
RUTLIN, KURT W.		Address on File						
RYAN LLC		PO BOX 848351			DALLAS	TX	75284	
RYAN, CAMERON A		Address on File						
RYSTAD ENERGY INC.	C/O SVENSKA HANDELSBANKEN	875 THIRD AVE. 4TH FLOOR			NEW YORK	NY	10022	
S & A MANUFACTURING		7211 NORTH PACIFIC AVENUE			LIVINGSTON	CA	95334	
S & T JANITORIAL SERVICES LLC		22 ESTATES DRIVE			ODESSA	TX	79765	
S BROTHERS WASTE SERVICES		512 W TEXAS AVE			ARTESIA	NM	88210	
S&M EXPLOITS		2009 FIR DRIVE			ROCK SPRINGS	WY	82901	
S. S. PAPADOPULOS & ASSOCIATES INC.		7944 WISCONSIN AVE			BETHESDA	MD	20814	
S.A.D.R., INC. DBA RAY ELECTRIC		PO BOX 1			MINERVA	OH	44657	
SABYAN, ROBERT JOHN		Address on File						
SAENZ, ADAM FUENTEZ		Address on File						
SAENZ, BIANCA		Address on File						
SAFE RAIL, LLC		30671 K 18 SOUTH			SIOUX CITY	IA	51109	
SAFE-FAST, INC.		2218 SEYMOUR ROAD			EAU CLAIRE	WI	54703	
SAFERACK CONSTRUCTION SERVICES, LLC		829 FRONT STREET	SUITE D		GEORGETOWN	SC	29440	
SAFERACK LLC		PO BOX 117366			ATLANTA	GA	30368-7366	
SAFETY DEPOT DBA SAFETY ENVIRONMENTAL SERVICES		611 EAST 2ND STREET			BIG LAKE	TX	76932	
SAFETY-KLEEN SYSTEMS INC.		PO BOX 650509			DALLAS	TX	75265	
SAGARNAGA, LUIS ALBERTO		Address on File						
SALAMANCA, DARIO		Address on File						
SALAMI, OLALEKAN		Address on File						
SALAS, VICTOR E		Address on File						
SALAZAR, ERIC ALBERTO		Address on File						
SALAZAR, MARCO		Address on File						
SALESFORCE		415 MISSION STREET, 3RD FLOOR			SAN FRANCISCO	CA	94105	
SALESFORCE.COM INC		PO BOX 203.141			DALLAS	TX	75320	
SALINA VORTEX CORPORATION		1725 VORTEX AVENUE			SALINA	KS	67401-1794	
SALMATANIS, VERONICA VALDEZ		Address on File						
SALOMON, ADRIANA		Address on File						
SALUS TECHNOLIGIES USA INC.		309W REPUBLICAN ST. #200			SEATTLE	WA	98119	
SALYER, NATHAN		Address on File						
SAMANAGE USA INC		DEPT. CH 10719			PALATINE	IL	60055	
Samira, Inc.	Joseph Mina	26500 Agoura Road 101			Calabasas	CA	91302	
SAMS TRANSPORT SOLUTION LLC		2480 SHANE ST.			ALVIN	TX	77511	
SAMUELS, PATRICK		Address on File						
SAN MIGUEL, JAMES J		Address on File						
SANCHEZ, DONALD		Address on File						
SANCHEZ, GENESIS		Address on File						
SANCHEZ, JESUS		Address on File						
SANCHEZ, JUAN FRANCISCO		Address on File						
SANDBROS LOGISTICS LLC		PO BOX 52403			MIDLAND	TX	79710	
SANDERS, JEREMY		Address on File						
SANDOVAL, HECTOR R		Address on File						
SANDOVAL, RUBEN		Address on File						
SANDOVAL, STEVEN		Address on File						
SANPORT LLC		12509 COUNTY ROAD 201			PLANTERSVILLE	TX	77363	
SANTA ROSA FOOD BANK		620 E. 4TH ST.			PECOS	TX	79772	
SANTORO, MARCUS ANTHONY		Address on File						
SANTOYO, SERGIO		Address on File						
SARABIA, ALFONSO		Address on File						
Sarah M Parks		4203 Crestwood Road			Richmond	VA	23227	

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SAS Irrevocable Trust Dated 10-2-15	Susan Stewart	507 Cherry Grove Road			Clarendon	PA	16313	
SAUCEDO, ALAN D		Address on File						
SAUNDERS, WILLIAM A		Address on File						
SAUVAGE, JAMES		Address on File						
SAVANNAH OIL FIELD SERVICES, LLC		P. O. BOX 300			PARADISE	TX	76073	
SAY COMMUNICATIONS LLC		A SAY INC.	155 WOOSTER ST. # 4F		NEW YORK	NY	10012	
SBC WORLDWIDE, LLC	STRATEGIC BUSINESS COMMUNICATIONS	1979 MARCUS AVENUE, SUITE 210			LAKE SUCCESS	NY	11042	
SCAFFIDI, GRETA		Address on File						
SCARBROUGH, RYAN		Address on File						
SCARDINO, DUANE M		Address on File						
SCHAEFER, JOSHUA		Address on File						
SCHAEFFER MFG.		102 BARTON ST.			ST. LOUIS	MO	63104	
SCHAEFFER MFG. COMPANY		102 BARTON STREET			ST. LOUIS	MO	63104	
SCHAFFER, JOEL A		Address on File						
SCHAPANSKY, JOSHUA		Address on File						
SCHAPS, MICHAEL		Address on File						
SCHLEH, JON E		Address on File						
SCHLEH, TAYLOR S		Address on File						
SCHLOMKAS VAC TRUCK SERVICE INC		11496 COURTHOUSE BLVD			INVER GROVE	MN	55077-5908	
SCHLUMBERGER TECHNOLOGY CORP.		6415 BABCOCK RD, SUITE 100			SAN ANTONIO	TX	78249	
SCHMID, WILLIAM		Address on File						
SCHNEIDER, LOGAN DANIEL		Address on File						
SCHNELL INDUSTRIES INC.		450 ROBLIN BOULEVARD EAST			WINKLER	MB	R6W 0H2	CANADA
SCHREIER AUTOMOTIVE SUPPLY		FORMER NAPA PO BOX 683 IFS#1230	110 JEFFERSON ST.		TOMAH	WI	54660	
SCHROEDER, MICHAEL J		Address on File						
SCHROEDER, SOPHIA KIM		Address on File						
SCHUH INDUSTRIAL SUPPLY LLC		W4311 MACKVILLE ROAD			APPLETON	WI	54913	
SCHULTZ, ASHTON R		Address on File						
SCHULTZ, MALCOLM X		Address on File						
SCHULTZ, TIMOTHY M		Address on File						
SCOPELITIS, GARVIN, LIGHT, HANSON & FEARY, P.C.		10 WEST MARKET STREET	SUITE 1400		INDIANAPOLIS	IN	46204	
Scott Anthony Best		2357 Armstrong Lane			Mount Washington	KY	40047	
Scott Johnston		500 PrairieView Pky			Hampshire	IL	60140	
Scott W. Howell		134 S Cottage St			Gearhart	OR	97138	
Sean Brendan Clancy		500 Aylesbury Dr.			Chesapeake	VA	23322	
SEATON AUTOMATION LLC	ATTN ERNEST JOE SEATON	PO BOX 64902			FORT WORTH	TX	76164	
SECURITIES & EXCHANGE COMMISSION		PO BOX 979081			ST. LOUIS	MO	63197	
SECURITY BUSINESS CAPITAL		P.O. BOX 60593			MIDLAND	TX	79711	
SEGOVIA, JUAN C		Address on File						
SEGURA, ALICIA P		Address on File						
SEGURA, JOSHUA		Address on File						
SEICHTER, ADAM JOHN		Address on File						
SEILER INSTRUMENT AND MANUFACTURING CO., INC.		3433 TREE COURT INDUSTRIAL BLVD			ST. LOUIS	MO	63122-6617	
SELEZNOV, LOUANN RYAN		Address on File						
SELF, TIMOTHY M		Address on File						
SEMINGSON ABERLE PLUMBING LLC		39915 ANDERSON STREET			PIGEON FALLS	WI	54760	
SEMINGSON ABERLE PLUMBING, LLC.		PO BOX 245			PIGEON FALLS	WI	54760	
SERRANO, CHARLES		Address on File						
SERUM, BRADY D		Address on File						
SERUM, JACKSON L		Address on File						
SERVAIS, NICHOLAS		Address on File						
SETON		P.O. BOX 95904			CHICAGO	IL	60694	
SEVEN RIVERS INTERMODAL TERMINALS LLC		1355 GRANDVIEW COURT			MINNESOTA CITY	MN	55959	
SEVERSON, ADAM D		Address on File						

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SEVERSON, DAKOTA		Address on File						
SEWANAKU, MICHAEL		Address on File						
SEWELL FORD, INC.		4400 PARKS LEGADO RD			ODESSA	TX	79765	
SEXTON, CODY		Address on File						
SEXTON, WILLIAM C		Address on File						
SHAFFER, BRANDON LEE		Address on File						
SHALE RAIL, LLC		201 LACKAWANNA AVE., SUITE 301			SCRANTON	PA	18503	
SHAMROCK STEEL SALES, INC.	SHAMROCK STEEL SALES	PO BOX 1492			ODESSA	TX	79760	
Sharon Nolt		372 E Rehrersburg Rd			Bethel	PA	19507	
SHARPSIGNS LLC DBA FASTSIGNS 301001		3306 MALL DRIVE			EAU CLAIRE	WI	54701	
SHAW CHARITY CLASSIC FOUNDATION	C/O CALFRAC WELL SERVICES LTD	411-8TH AVE SW			CALGARY	AB	T2P 1W3	CANADA
SHAWS AUTO SALVAGE & REPAIR		7192 COPPER ROAD			WARRENS	WI	54666	
SHEDD, MATTHEW		Address on File						
Shelby W King (1567)		17530 Katie Lane			South Chesterfield	VA	23803	
SHELTON, JACK		Address on File						
SHEPARD, BRANDON		Address on File						
SHEPHARDS INDUSTRIAL TRAINING SYSTEM, INC		PO BOX 341033			BARTLETT	TN	38184	
SHEPPARD, BRONSHEA		Address on File						
SHERMAN, DENISE		Address on File						
SHERWOOD, HUDSON TAYLOR THOMAS		Address on File						
SHIELD SCREENING		6810 EAST 121ST STREET			BIXBY	OK	74008	
SHIPPEY, JASON W.		Address on File						
Shiv Kathpalia		4190 Rockcreek Dr			Danville	CA	94506	
SHORELINE ENERGY SERVICES, LLC.		1712 PIONEER AVE., SUITE 500			CHEYENNE	WY	82001	
SHORT ELLIOTT HENDRICKSON INC		NW 6262 PO BOX 1450			MINNEAPOLIS	MN	55485-6262	
SHREDAWAY USA, INC.		2515 W. PRINCETON AVE.			EAU CLAIRE	WI	54703	
SHRUM, ZACKARY		Address on File						
SHUTTLEWAGON, INC.		245 W. FOREST HILL AVE.			OAK CREEK	WI	53154	
Sidney H Clark, Trustee of the James G. Stathos Revocable Trust	Sidney H Clark, Trustee	25855 Rancho Alto			Carmel	CA	93923	
SIEMENS INDUSTRY, INC.		1000 DEERFIELD PARKWAY			BUFFALO GROVE	IL	60089	
SIERRA INSTRUMENTS, INC.		5 HARRIS CT, BLDG L			MONTEREY	CA	93940	
SIERRA SPRINGS		PO BOX 660579			DALLAS	TX	75266	
SIERRA, CHRIS A		Address on File						
SILVA, IVAN		Address on File						
SILVA, JESUS		Address on File						
SILVA, NATHAN		Address on File						
SILVER BELLS		PO BOX 1218			KERMIT	TX	79745	
SILVER LINE LOGISTICS, INC.		6 FOUR COINS DRIVE			CANONSBURG	PA	15317	
SIMON, JOSHUA		Address on File						
SIMPSON THATCHER		425 LEXINGTON AVENUE			NEW YORK	NY	10017	
SIMPSON THATCHER		600 TRAVIS STREET, SUITE 5400			HOUSTON	TX	77002	
SIMPSON THATCHER		900 G STREET, NW			WASHINGTON	DC	20001	
SINGER, MICHAEL JOHN		Address on File						
SINGLETON, ROBERT J		Address on File						
SINTEX MINERALS & SERVICES INC		29810 SOUTHWEST FREEWAY			ROSENBERG	TX	77471	
SKILLSURVEY, INC.		DEPT. CH 17210			PALATINE	IL	60055-7210	
SKOLOS, MARK C		Address on File						
SKOUG, DIANE		Address on File						
SKOUG, ROBERT E		Address on File						
SLABY, MATTHEW S		Address on File						
SLATON MARKETING COMMUNICATIONS	M & A ASSOCIATES	6026 DUMFRIES DR.			HOUSTON	TX	77096	
SLAY, RICHARD LEE		Address on File						
SLED, PATRICK J		Address on File						

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SLEEP INN	C/O BRAEHEAD LODGING LLC	508 CORTEZ DRIVE			DOUGLAS	WY	82633	
SLEEP INN & SUITES	C/O BONANZA VENTURES LLC	PO BOX 50790			CASPER	WY	82605	
SLUSS, JOSHUA WAYNE		Address on File						
SMART SAND, INC.		1 BEN FAIRLESS DRIVE			FAIRLESS HILLS	PA	19030	
SMARTSHEET INC.		DEPT. 3421 PO BOX 123421			DALLAS	TX	75312	
SMITH, DARRIN		Address on File						
SMITH, DAVID W		Address on File						
SMITH, EUGENE RAYMOND		Address on File						
SMITH, JAMES ROBERT		Address on File						
SMITH, JENNIFER		Address on File						
SMITH, JOSHUA DONALD		Address on File						
SMITH, KOLE R		Address on File						
SMITH, KRAMER		Address on File						
SMITH, MARJORIE M		Address on File						
SMITH, RYAN		Address on File						
SMITH, SAMUEL TYRONE		Address on File						
SMITH, ZACHARY MATTHEW		Address on File						
SMITHFIELD BOROUGH TAX COLLECTION		14 WATER ST.			SMITHFIELD	PA	15478	
SMITHFIELD TOWNSHIP		320 SMITHFIELD-HIGHHOUSE ROAD			SMITHFIELD	PA	15478	
SNAPE, ERIC T		Address on File						
SNELL, ALLEN R.		Address on File						
SNK TECHNOLOGIES, LLC DBA DIGIOP		6330 EAST 75TH ST.	SUITE 140		INDIANAPOLIS	IN	46250	
SNYDER, KEITH D		Address on File						
SNYDER, NICHOLAS T.		Address on File						
SOCIETY OF PETROLEUM ENGINEERS, INC.		222 PALISADES CREEK DR.			RICHARDSON	TX	75080	
SOIL TOUCH GLOBAL CONCEPT LLC	OYEWOLE O FAJEMBOLA	1115 BRECKENRIDGE COVE			LEAGUE CITY	TX	77573	
SOLAR TECHNOLOGY INC		7620 CETRONIA ROAD			ALLENTOWN	PA	18106	
SOLARWINDS ITSM US, INC		P.O.BOX 734771			DALLAS	TX	75373	
SOLBERG, CASSONDRA M		Address on File						
SOLIS, CARLOS GUSTAVO		Address on File						
SOLORZANO, ERNESTO		Address on File						
SOLUTIONS IT		278 1ST STREET			WINKLER	MB	R6W 3N2	CANADA
SONGER SERVICES INC. (SSSI)		2755A PARK AVENUE			WASHINGTON	PA	15301	
SoRelle Family Charitable Remainder Trust	Carroll V. SoRelle	1324 45th Avenue			Greeley	CO	80634	
SOSALLA, BRANDON		Address on File						
SOTO YANEZ, ANGEL IVAN		Address on File						
SOTO, CHRISTOPHER ADAM		Address on File						
SOTO, ERIK		Address on File						
SOTO, GABRIEL		Address on File						
SOUTH TEXAS DUMPSTERS		6100 LAKE FORREST DRIVE	SUITE 505		ATLANTA	GA	30328	
SOUTHPOINTE TOWN CENTER, L.P.	C/O HORIZON PROPERTIES GROUP, LLC	375 SOUTHPOINTE BLVD.			CANONSBURG	PA	15317	
SOUTHWEST COMMERCIAL CAPITAL		P.O. BOX 872			ODESSA	TX	79760	
SOUTHWEST PENNA RAILROAD COMPANY		519 CEDAR WAY	BUILDING 1, SUITE 100		OAKMONT	PA	15139	
SOUTHWEST REGIONAL TAX BUREAU		ONE CENTENNIAL WAY			SCOTTDALE	PA	15683	
SOUTHWESTERN ENERGY COMPANY		10000 ENERGY DRIVE			SPRING	TX	77389	
SP PLUS COPORATION		P.O. BOX 790402			ST. LOUIS	MO	63179	
SPALDING, CHARLOTTE		Address on File						
SPARK MONKEY FAB & DESIGN, LLC		2407 15TH STREET EAST			WILLISTON	ND	58801	
SPARKS, TODD R		Address on File						
SPARTAN CONSULTING & SAFETY LLC		PO BOX 9238			MIDLAND	TX	79708	
SPARTA-TOMAH BROADCASTING INC.	WCOW-FM/ WKLJ-AM/ WFBZ-FM	113 WEST OAK STREET			SPARTA	WI	54656	
SPD TRANSFER SERVICES LC		7015 RICHARDS DRIVE			SHAWNEE	KS	66216	
SPEARMAN, AARON P		Address on File						
SPECIAL OLYMPICS WISCONSIN, INC.		2310 CROSSROADS DRIVE SUITE #1000			MADISON	WI	53718	

Exhibit Q
Creditor Matrix
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CreditorName	CreditorNoticeName	Address1	Address2	Address3	City	State	Zip	Country
Spencer Kencsan		14 Vine Street			Scotia	NY	12302	
SPENCER, MICHAEL P		Address on File						
SPILLARS, SCOTT E.		Address on File						
SPORES, ROBERT L		Address on File						
SPORTS MEDIA AD		PO BOX 305			BLAIR	WI	54616	
SPRAYING SYSTEMS MIDWEST CO.		PO BOX 95564			CHICAGO	IL	60694	
SROCK, JOHN PAUL		Address on File						
SRP ENVIRONMENTAL LLC		348 AERO DRIVE			SHREVEPORT	LA	71107	
SRUR, FABIANO		Address on File						
SSH LOGISTICS LLC	ATTN SHEQUERE MALONE	7005 HARVEST HILL DR			ROWLETT	TX	75089	
ST JOSEPH EQUIPMENT INC		18932 STATE ROAD 71			NORWALK	WI	54648	
ST. JOHN, NICHOLAS F		Address on File						
ST. JOHN, NICHOLAS G		Address on File						
STAAR LOGISTICS LLC	C/O TAB BANK	PO BOX 150761			OGDEN	UT	84415	
STABILE JR, JASON J		Address on File						
STANDARD & POORS FINANCIAL SERVICES LLC		2542 COLLECTION CENTER DRIVE			CHICAGO	IL	60693	
STANFORD, PEYTON		Address on File						
STANISLOWSKI, ANDREW R		Address on File						
STANZIL, MATTHEW L		Address on File						
STAPLES #290 WINKLER		R37B - 777 NORQUAY DR	BOX # 2		WINKLER	MB	R6W 2S2	CANADA
STARK, ANTHONY S		Address on File						
STARR INDEMNITY AND LIABILITY COMPANY		399 PARK AVENUE 8TH FLOOR			NEW YORK	NY	10022	
STARTEX SOFTWARE LLC		840 W SAM HOUSTON PKWY N STE 250			HOUSTON	TX	77024	
START-N-CHARGE AUTO ELECTRIC		530 COMMANDER DRIVE			WINKLER	MB	R6W 0J2	CANADA
STATE OF CALIFORNIA	FRANCHISE TAX BOARD	PO BOX 942857			SACREMENTO	CA	94257	
STATE OF DELAWARE		16192 COASTAL HWY			LEWES	DE	19958	
STATE OF NORTH DAKOTA	OFFICE OF STATE TAX COMMISSIONER	600 E. BOULEVARD AVE.			BISMARCK	ND	58505-0599	
STATE OF NORTH DAKOTA - OFFICE OF STATE TAX COMMISSIONER	VOLUNTARY DISCLOSURE	600 E. BOULEVARD AVENUE, DEPT 127			BISMARCK	ND	58505	
STATE OF TEXAS	TEXAS DEPARTMENT OF AGRICULTURE	REGULATORY DIV - WEIGHTS & MEASURES	P.O. BOX 12076		AUSTIN	TX	78711	
STATE OF WEST VIRGINIA - STATE TAX DEPARTMENT	TAX ACCOUNT ADMINISTRATIVE DIV	P.O. BOX 1826			CHARLESTON	WV	25327	
STATE OF WEST VIRGINIA - STATE TAX DEPARTMENT		1124 SMITH ST			CHARLESTON	WV	25301	
STATE OF WISCONSIN	DSPS - INDUSTRY SERVICES INVOICING	PO BOX 93086			MILWAUKEE	WI	53293	
STATE OF WISCONSIN		DSPS - S & B INVOICING	PO BOX 78086		MILWAUKEE	WI	53293-0086	
STATE OF WYOMING	WYOMING DEPARTMENT OF WORKFORCE SERVICES - DIVISION OF WORKERS COMPENSATION	SHANNEL HAUFF	ATTN REGISTRATION UNIT 1510 EAST PERSHING BLVD.		CHEYENNE	WY	82002	
STATE OF WYOMING- DEPARTMENT OF REVENUE		HERSCHLER BUILDING - 2-WEST	122 W 25TH STREET		CHEYENNE	WY	82002	
STEEL TOWNE		N7102 STATE ROAD 40			ELK MOUND	WI	54739	
STEELTREE DESIGN INC.		310A CARGILL RD.			WINKLER	MB	R6W OK4	CANADA
STEGERWALD, STEVEN W		Address on File						
STEINHAUSER, VINCENT		Address on File						
STENDAHL, ROSS		Address on File						
STENDAHL, ROSS A		Address on File						
STENSEN, CHRISTOPHER M		Address on File						
STENSEN, LANCE J		Address on File						
STEPHENS INC.	SI HOLDINGS	PO BOX 3507			LITTLE ROCK	AR	72203	
STEPHENS, VICTOR K		Address on File						
STERLING SYSTEMS & CONTROLS, INC.		PO BOX 418			STERLING	IL	61081	

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CreditorName	CreditorNoticeName	Address1	Address2	Address3	City	State	Zip	Country
STERLING, WILLIAM		Address on File						
Steve Cox		226 W Rittenhouse Square #207			Philadelphia	PA	19103	
STEVEN HANSCHE		Address on File						
Steven Herron		PO Box 770368			Steamboat Springs	CO	80477	
Steven P. Wilson		128 Village St			Millis	MA	02054-1730	
STEVENSON, ADAM D		Address on File						
STEWART & STEVENSON		PO BOX 301063			DALLAS	TX	75303-1063	
STEWART & STEVENSON LLC		601 W. 38TH STREET			HOUSTON	TX	77018	
STEWART & STEVENSON POWER PRODUCTS LLC		PO BOX 301063			DALLAS	TX	75303	
STEWART TITLE GUARANTY COMPANY		1980 POST OAK BOULEVARD			HOUSTON	TX	77056	
STEWART, DEWANN		Address on File						
STEWART, THOMAS		Address on File						
STEWARTS CONTRACTING SERVICES INC.		26 TOWER LANE BOX 37			NELSON	PA	16540	
STING SERVICES LLC		P.O. BOX 6565			LUBBOCK	TX	79493	
STINGER FABRICATION & SUPPLY LLC	ATTN JUAN C. LEVARIO	P.O. BOX 61427			MIDLAND	TX	79711	
STOCK, WESLEY N		Address on File						
STOCKMAN DEVELOPMENTS INC.		12524 FRONTAGE RD			OSSEO	WI	54758	
STOCKTON, BRYAN K		Address on File						
STOLHAND, NATHAN D.		Address on File						
STONE CONSULTING, INC.		324 PENNSYLVANIA AVENUE WEST	PO BOX 306		WARREN	PA	16365	
STONE, ALLEN		Address on File						
STONE, GORDON CAMPBELL		Address on File						
STRAD OILFIELD SERVICE INC.		999 18TH STREET	SUITE 3000		DENVER	CO	80202	
STRINGFELLOW, TREY		Address on File						
STROME, SHAWN ANDERS		Address on File						
Stuart J. Pastrich, IRA	Stuart J Pastrich	100 Harbor View Drive Suite 335			Port Washington	NY	11050	
STUBBS, WILHELM HOWARD		Address on File						
STURTEVANT		348 CIRCUIT STREET			HANOVER	MA	02339	
SUBURBAN EXTENDED STAY	C/O NEEMA TRIADELPHIA LLC	40 ROBINSON DRIVE			TRIADELPHIA	WV	26059	
SUBURBAN PROPANE, L.P.	C/O INERGY PROPANE LLC	2705 STATE ROUTE 7			COLUMBIANA	OH	44408	
SULLAIR OF HOUSTON	C/O BRADLEY J. FISH INC	8640 PANAIR			HOUSTON	TX	77061	
SULLIVAN, PAUL		Address on File						
SUMMER ENERGY LLC		5847 SAN FELIPE ST #3700			HOUSTON	TX	77057	
SUMMIT ENVIROSOLUTIONS INC		1210 E 115TH STREET			BURNVILLE	MN	55337	
SUN COAST RESOURCES, INC.		P.O. BOX 202603			DALLAS	TX	75320	
SUN LIFE FINANCIAL COMPANY		ONE SUN LIFE EXECUTIVE PARK, SC3331			WELLESLEY	MA	02481	
SUNBELT FINANCE LLC		DEPT. 144 PO BOX 1000			MEMPHIS	TN	38148-0144	
SUNBELT RENTALS, INC.		PO BOX 409211			ATLANTA	GA	30384-9211	
SUNDAY, CHRISTOPHER M		Address on File						
SUNDAY, JOSEPH B		Address on File						
SUNLIFE ASSURANCE COMPANY OF CANADA	BILLING DEPT. GROUP CLIENT SERVICES	PO BOX 11010 STATION CV			MONTREAL	QC	H3C 4T9	CANADA
SUNNYSIDE SUPPLY, INC.		1830 ROUTE 18			SLOVAN	PA	15078	
SUNSTATE EQUIPMENT CO., LLC		P.O. BOX 52581			PHOENIX	AZ	85072	
SUNVALLEY TIRE LTD.		375 KIMBERLY ROAD			WINKLER	MB	R6W 0H7	CANADA
SUPER, ANDREW JOHN		Address on File						
SUPERIOR INDUSTRIES, INC.		PO BOX 684			MORRIS	MN	56267	
SUPERIOR LODGING LLC		203 S FIRST ST			LUFKIN	TX	75901	
SUPPLIER WEST UNIFIED COMMUNICATIONS		1527 COLLECTIONS CENTER DRIVE			CHICAGO	IL	60693	
SUPREME GRAPHICS	BLASCHKO ENTERPRISES INC.	PO BOX 220			ARCADIA	WI	54612	
SUPREME OVERHEAD DOORS (2012)		BOX 569	YD # 15126 HWY 3 NORTH		WINKLER	MB	R6W 4A7	CANADA
SUPREME SAND HAULERS LLC		1640 GREENWOOD CT			PROSPER	TX	75078	
SURE CONTROLS INC.		N981 TOWER VIEW DRIVE			GREENVILLE	WI	54942	
Surendra Mehta		31 Scarborough Golf Club Road			Toronto	Ontario	M1M 3C6	Canada
Susan G Trentham TTEE		4408 Biscayne Drive			Flower Mound	TX	75028	

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Creditor Matrix
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CreditorName	CreditorNoticeName	Address1	Address2	Address3	City	State	Zip	Country
Susan I Hoener-Degen		3660 Stampede Dr.			Wickenburg	AZ	85390-2764	
Susan McConologue		159 Bear Hill Rd			N. Andover	MA	01845	
Susan Richardson		PO Box 73			Quogue	NY	11959	
SUSAN S. SOUSSAN, P.C.		Address on File						
SUTHERLAND, CODY A		Address on File						
SUTHERLAND, MARILU		Address on File						
SUTTON, GREGORY W.	SUTTON BUSINESS LAW LLC	Address on File						
SVENDBORG BRAKES USA LLC	C/O ALTRA POWER TRANSMISSION, INC.	24989 NETWORK PLACE			CHICAGO	IL	60673	
SVOMA, TANNER		Address on File						
SWAIN, JOSEPH SEAN		Address on File						
SWANSON FLO-SYSTEM COMPANY		151 CHESHIRE LANE NORTH, SUITE 700			PLYMOUTH	MN	55441	
SWEET TEMPTATIONS LLC	SWEET TEMPTATIONS	PO BOX 35			WHITEHALL	WI	54773	
SWENSON CRANE	ATTN MATTHEW A SWENSON	PO BOX 408			VIROQUA	WI	54665	
SWIFT TECHNICAL SERVICES LLC DBA AIRSWIFT		3050 POST OAK BLVD	SUITE 1450		HOUSTON	TX	77056	
SWOBODA, ERIN K		Address on File						
SYLLA, MELANIA L		Address on File						
SYLLA, MICHAEL, ET AL	C/O TIM JACOBSON	Address on File						
SYNAPSE SERVICES, LLC		3646 MAGAZINE STREET, UNIT 2			NEW ORLEANS	LA	70115	
SYPHERS, SHANNON		Address on File						
T.A. Winkelmann		5414 Emerald Pointe Ln.			Sugar Land	TX	77479	
T.R. SALES INC		4950 GEIGER BLVD., STE 100			COLORADO SPRINGS	CO	80915	
T2 CONTRACTING, LLC		311 GLENDALE AVE.			TOMAH	WI	54660	
TAFOYA, ISAAC U		Address on File						
TAIT, KELSEY LYNNE		Address on File						
TAIWO, ABAYOMI S.		Address on File						
TALKPOINT HOLDINGS LLC	C/O AMERICAN TELECONFERENCING SERVICES	PO BOX 740209			ATLANTA	GA	30374	
TALON/LPE, LTD.		921 N. BIVINS			AMARILLO	TX	79107	
TALTON, TESHADI TERAE		Address on File						
TANDEM PRODUCTS INC.		3444 DIGHT AVE SOUTH			MINNEAPOLIS	MN	55406	
TANK CONNECTION, LLC		3609 NORTH 16TH STREET	P.O. BOX 579		PARSONS	KS	67357	
TAPCO INC.		P.O. BOX 952086			ST. LOUIS	MO	63195	
TARGET LOGISTICS MANAGEMENT, LLC DBA TARGET HOSPITALITY		2170 BUCKTHORNE PLACE, SUITE 400			THE WOODLANDS	TX	77380	
TAYLOR GARBAGE SERVICE, INC.		3104 OLD VESTAL ROAD			VESTAL	NY	13850	
TAYLOR GARBAGE SERVICE, INC.		PO BOX 362			VESTAL	NY	13851	
TAYLOR INSULATION CO., INC		W4648 COUNTY RD G			MERRILL	WI	54452	
TAYLOR MACHINE WORKS, INC.		PO BOX 906			LOUISVILLE	MS	39339	
TAYLOR NORTHEAST, INC.		931 HEMLOCK ROAD			MORGANTOWN	PA	19543	
TAYLOR OLD FASHIONED DAYS COMMITTEE		1051 4TH ST.			TAYLOR	WI	54659	
TAYLOR, JOSHUA A		Address on File						
TAYLOR, MICHAEL STEVEN		Address on File						
TAYLOR, ZANE B		Address on File						
TBS FACTORING SERVICE, LLC		PO BOX 248920			OKLAHOMA CITY	OK	73124	
TCC SANDBLASTING & COATING, LLC		5605 S. COUNTY ROAD 1213			MIDLAND	TX	79706	
TCI BUSINESS CAPITAL		PO BOX 9149			MINNEAPOLIS	MN	55480	
TD AMERITRADE INC.	C/O ERIC PETERS	200 S 108TH STREET			OMAHA	NE	68154	
TECHICK, CODY		Address on File						
TECH-ROLL INC.		PO BOX 13618			MAUMELLE	AR	72113	
TEGRAEXCEL ENERGY SERVICES, LLC		2820 MCKINNON ST., SUITE 2029			DALLAS	TX	75201	
TELPLEX COMMUNICATIONS		16830 VENTURA BLVD			ENCINO	CA	91436	
TEO J. KABUS/KABUS AUTO BODY & RECOVERY		35244 DIAGONAL STREET			INDEPENDENCE	WI	54747	
Terri Rosenbaum		4029 Running Brook Drive			Joshua	TX	76058	

Exhibit Q
Creditor Matrix
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TESTAMERICA AIR EMISSIONS DBA METCO		4101 NORTH SHUFFEL STREET N.W.			NORTH CANTON	OH	44720	
TETRA TECH, INC.		PO BOX 911654			DENVER	CO	80291	
TEXA, LLC		1530 OLIVER STREET			MIDLAND	TX	79705	
TEXAS A & M FOUNDATION		1615 PARK PLACE			COLLEGE STATION	TX	77840	
TEXAS AND NEW MEXICO RAILWAY LLC	WATCO COMPANIES LLC	PO BOX 790343 BIN 150077			ST. LOUIS	MO	63179	
TEXAS BOARD OF PUBLIC ACCOUNTANCY		333 GUADALUPE	TOWER 3, SUITE 900		AUSTIN	TX	78701	
TEXAS BUSINESS SYSTEMS		1400 CRESTDALE DR.			HOUSTON	TX	77080	
TEXAS COMMISSION OF ENVIRONMENTAL QUALITY		PO BOX 13087			AUSTIN	TX	78711	
TEXAS COMPTROLLER		111 E. 17TH STREET			AUSTIN	TX	78774-0100	
TEXAS COMPTROLLER OF PUBLIC ACCOUNTS		111 E 17TH STREET			AUSTIN	TX	78774	
TEXAS CONVEYOR MAINTENCE & LEASE SERVICE INCORP		P1150 FM 920			BRIDGEPORT	TX	76426-4646	
TEXAS DEPARTMENT OF AGRICULTURE		1700 N. CONGRESS, 11TH FLOOR			AUSTIN	TX	78701	
TEXAS DEPARTMENT OF AGRICULTURE		P.O. BOX 12077			AUSTIN	TX	78711-2077	
TEXAS DEPARTMENT OF AGRICULTURE		PO BOX 12847			AUSTIN	TX	78711	
TEXAS DEPT. OF MOTOR VEHICLES		4000 JACKSON AVE			AUSTIN	TX	78731	
TEXAS GENERATOR POWER SYSTEMS & SERVICES INC.		P.O. BOX 12968			ODESSA	TX	79768	
TEXAS MUTUAL WORKERS COMPENSATION INSURANCE		PO BOX 841843			DALLAS	TX	75284	
TEXAS OIL & GAS ASSOCIATION	TXOGA INC.	304 W. 13TH STREET			AUSTIN	TX	78701	
TEXAS SAND SILO INC.		1217 W. CLEBURNE RD			CROWLEY	TX	76036	
TEXAS SPECIALTY SANDS		300 THROCKMORTON ST.	STE. 300		FORT WORTH	TX	76102	
TEXAS STATE COMPTROLLER	ATTORNEY OCC. TAX/LEGAL SERVICE FEE	PO BOX 12030			AUSTIN	TX	78711-2030	
TEXAS TRAINING CENTER SAFETY, INC.		126 S. DIXIE BLVD.	PO BOX 3229		ODESSA	TX	79760	
TEXAS WATER UTILITIES ASSOC. PERMIAN BASIN REGION	DBA PERMIAN BASIN REGIONAL SCHOOL	PO BOX 12604			ODESSA	TX	79768	
THACKER, DAVID A		Address on File						
THE ANDERSONS INC. DBA TITAN LANSING, INC.		10975 BENSON DRIVE, SUITE 400			OVERLAND PARK	KS	66210	
THE ANDERSONS, INC.		1947 BRIARFIELD BLVD.	PO BOX 119		MAUMEE	OH	43537	
THE ARNOLD COMPANY		2955 TRICO DRIVE			TRENTON	IL	62293	
THE AUTO CARE CENTER		208 NORTH SPRING STREET			BLAIR	WI	54616	
THE CITY AND COUNTY OF DENVER DEPT. OF FINANCE, TREASURY DIVISION		201 W. COLFAX AVE.			DENVER	CO	80202	
THE CITY OF BLAIR		122 S. URBERG ST.	BOX 147		BLAIR	WI	54616	
THE ESTATE OF ERNES HERNANDEZ		Address on File						
THE ESTATE OF MICHAEL SMITH		Address on File						
THE ESTATE OF ROBERT C TORTIS		Address on File						
The Family Trust of KGO	Kay Gary Olesen	73-371 Pinyon St.			Palm Desert	CA	92200	
THE FILM COLLECTIVE		4 CARDINAL PLACE			WINKLER	MB	R6W0G7	CANADA
THE HANOVER INSURANCE COMPANY		440 LINCOLN STREET			WORCESTER	MA	01653	
THE MAHONING VALLEY RAILWAY COMPANY	BETH A. PERRY	200 MERIDIAN CENTRE, SUITE 300			ROCHESTER	NY	14618	
THE MAHONING VALLEY RAILWAY COMPANY	Mahoning Valley Railway Company		27606 Network Place		Chicago	IL	60673	
THE MI GROUP INC.		1625 STATE ROUTE 10			MORRIS PLAINS	NJ	07950	
THE NEW YORK BLOWER COMPANY	DEPARTMENT 20-1004	P O BOX 5940			CAROL STREAM	IL	60197-5940	
THE NEW YORK BLOWER COMPANY		DEPT 20-1004	PO BOX 5940		CAROL STREAM	IL	60197	
THE NUGENT SAND COMPANY INC.		P.O. BOX 1209			MUSKEGON	MI	49443-1209	
THE OHIO BUREAU OF WORKERS COMPENSATION		PO BOX 15429	30 W SPRING ST.		COLUMBUS	OH	43215	

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CreditorName	CreditorNoticeName	Address1	Address2	Address3	City	State	Zip	Country
THE OHIO CASUALTY INSURANCE COMPANY		9450 SEWARD ROAD			FAIRFIELD	OH	45014	
THE OILFIELD PHOTOGRAPHER INC (JAMES DURBIN)		3331 WEST DENGAR AVE			MIDLAND	TX	79707	
THE PAINT AND SAFETY STORE INC.		201 S. BENTON ST.			BIG SPRING	TX	79720	
THE PETROLEUM CONNECTION LLC		33800 TYLER RD			WALKERTON	IN	46574	
THE POST OAK AT WOODWAY		99 N. POST OAK LANE			HOUSTON	TX	77024	
THE PROVINCE OF MANITOBA	TAXATION DIVISION	MANITOBA FINANCE	101 - 401 YORK AVENUE		WINNIPEG	MB	R3C 0P8	CANADA
THE REYNOLDS COMPANY		PO BOX 896689			CHARLOTTE	NC	28289	
THE SALVATION ARMY OF BIG SPRING		811 W. 5TH STREET			BIG SPRING	TX	79720	
THE TALANCE GROUP LP		808 TRAVIS STREET	SUITE 1550		HOUSTON	TX	77002	
THE UNION LOGISTICS		14702 KEYSTONE GREEN DR.			CYPRESS	TX	77429	
THE WINKLER COUNTY MINISTERIAL ALLIANCE OF KERMIT TEXAS		PO BOX 593			KERMIT	TX	79745	
THEIN WELL COMPANY INC		P.O. BOX 778			SPICER	MN	56288	
Theodore E. Mathison		322 Lazywood Court			Millersville	MD	21108	
THERMO RAMSEY LLC		501 90TH AVE NW			MINNEAPOLIS	MN	55433	
THETFORD, JOSHUA		Address on File						
THIERMANN FAMILY TRUST	KATHERINE THIERMANN	3 SEPULVEDA			RANCHO SANTA MARGARITA	CA	92688	
THIRD COAST COMMERCIAL CAPITAL, INC.		PO BOX 14910	DEPT. 219		HUMBLE	TX	77347-4910	
THIRD GENERATION OF PENNSYLVANIA, INC.		400 OLD POND ROAD, SUITE 301			BRIDGEVILLE	PA	15017	
THOMA, DALLAS J		Address on File						
Thomas A Tilghman		240 Whistling Straits Ln			Aiken	SC	29803	
Thomas A. Winkelmann (IRA)		5414 Emerald Pointe Ln.			Sugar Land	TX	77479	
THOMAS G MYERS AUTOMOTIVE INC.		125 CORPORATE DRIVE			GRANBURY	TX	76049	
Thomas M. Clancy JR		500 Aylesbury Dr			Chesapeake	VA	23322	
THOMAS, KEINO		Address on File						
THOMAS, WADE		Address on File						
THOMASON, JESSIAH ETHAN		Address on File						
THOMASON, SEAN		Address on File						
THOMPSON & KNIGHT LLP		PO BOX 660684			DALLAS	TX	75266	
THOMPSON DORFMAN SWEATMAN LLP		2200-201 PORTAGE AVE			WINNIPEG	MB	R3B 3L3	CANADA
THOMPSON, CEDRIC		Address on File						
THOMPSON, JAMES		Address on File						
THOMPSON, LATEEF		Address on File						
THOMPSON, MARY ANN		Address on File						
THOMPSON, NICOLE L		Address on File						
THREE BEARS HOSPITALITY PARTNERS, LLC.		701 YOGI CIRCLE			WARRENS	WI	54666	
THRONE OILFIELD SERVICES, LLC.		3041 BEEFSTEW RD.			ODESSA	TX	79766	
THUNDERSTRUCK SALES AND MARKETING LTD.		PO BOX 492			WINKLER	MB	R6W 4A7	CANADA
TIBBETT, JASON E		Address on File						
TIMAN, SCOTT A.		Address on File						
TIMEWELL DRAINAGE PRODUCTS		201 W PLYMOUTH ST.			JEFFERSON	WI	53549	
Timothy Cahill		19W130 Avenue Chateaux North			Oak Brook	IL	60523	
TIMPTE INDUSTRIES INC.		1827 INDUSTRIAL DRIVE			DAVID CITY	NE	68632	
Tin Cheung John Hu		2961 Bur Oak Ave			Markham	Ontario	L6B 1B6	Canada
Tina Osterberg, Administrator		124 N Court Street			Sparta	WI	54656	
TIOGA COUNTY ASSESSMENT		118 MAIN STREET			WELLSBORO	PA	16901	
TIPPN TRANSPORTATION LLC		323 N. CHISOLM	P.O. BOX 8		DENVER	OK	73734	
TIPTON, BRANDON		Address on File						
TISCH ENVIRONMENTAL INC.		145 SOUTH MIAMI AVE			CLEVES	OH	45002	
TITAN MACHINERY INC.		N. 1626 WUENSCH RD.			LA CROSSE	WI	54601-2643	
TJS AUTO GLASS INC.		PO BOX 107			LA CRESCENT	MN	55947	

Exhibit Q
Creditor Matrix
Served via First Class Mail

CreditorName	CreditorNoticeName	Address1	Address2	Address3	City	State	Zip	Country
TMT SOLUTIONS		4041 FM 1978			SAN MARCOS	TX	78666	
TOC SOLUTIONS INC.		12 EAST AYERS STREET			EDMOND	OK	73034	
TOMAH BASEBALL CLUB INC.		9675 CRESCENT RD.			WARRENS	WI	54666	
TOMAH GLASS COMPANY		1201 SUPERIOR AVENUE			TOMAH	WI	54660	
TOMAH MEMORIAL HOSPITAL		321 BUTTS AVENUE			TOMAH	WI	54660-1412	
TOMAH U STORE IT	ATTN MEGAN J STEELE	PO BOX 335			TOMAH	WI	54660	
TOMAH U STORE IT		PO BOX 335			TOMAH	WI	54660	
TOROMONT INDUSTRIES LTD		3131 HIGHWAY 7 WEST			CONCORD	ON	L4K 1B7	CANADA
TORRES, JONATHON		Address on File						
TORRES, MARCO		Address on File						
TOSONI, SUSAN		Address on File						
TOSONI, SUSAN T		Address on File						
TOTAL FILTRATION SERVICES		13002 COLLECTIONS CENTER DRIVE			CHICAGO	IL	60693	
TOWERS WATSON DELAWARE INC.		LOCKBOX 28025			CHICAGO	IL	60673	
TOWLIFT INC		1395 VALLEY BELT RD			CLEVELAND	OH	44131	
TOWN AND COUNTRY ADVERTISING		P.O. BOX 5104			SCOTTSDALE	AZ	85261	
TOWN OF ARCADIA TREASURER		W26051 STATE ROAD 95			ARCADIA	WI	54612	
TOWN OF BRIDGE CREEK	ATTN DAWN WERLEIN	E22735 COUNTY ROAD G			AUGUSTA	WI	54722	
Town of Bridge Creek	Kathy Olson, Town Clerk	E18650 Nehring Road			Augusta	WI	54722	
TOWN OF BRIDGE CREEK	TOWN OF BRIDGE CREEK DAWN WERLEIN	E22735 COUNTY ROAD G			AUGUSTA	WI	54722	
TOWN OF BYRON	ANNA KRUEGER - TREASURER	33486 DRIFTWOOD AVE			WARRENS	WI	54666	
TOWN OF BYRON	ATTN ALLEN BERNHARDT	12850 COUNTY HIGHWAY N			TOMAH	WI	54660	
TOWN OF BYRON	ATTN ANNA KRUEGER - TREASURER	33486 DRIFTWOOD AVE			WARRENS	WI	54666	
Town of Byron	Victoria Neitzel, Town Clerk	12505 Fortune Road			Tomah	WI	54660	
Town of Lincoln	Sharon Sosalla, Town Clerk	W20944 County Road D			Whitehall	WI	54773	
TOWN OF LINCOLN TREASURER	VAL PRONSCHINSKE	N36690 GIEROK ROAD			INDEPENDENCE	WI	54747	
Town of Preston	Cathy Nelson, Town Clerk	W17508 Peterson Coulee Road			Blair	WI	54616	
TOWN OF PRESTON		N29383 COUNTY ROAD D			BLAIR	WI	54616	
TOWN OF PRESTON		W17508 PETERSON COULEE ROAD			BLAIR	WI	54616	
TOWN OF SPRINGFIELD	ATT TOWN CLERK	N6062 N SKUTLEY ROAD			TAYLOR	WI	54659	
Town of Springfield	Susan Waldera, Town Clerk	N6062 N. Skutley Road			Taylor	WI	54659	
TOWN OF SPRINGFIELD		W15716 COUNTY RD P			TAYLOR	WI	54659	
TOWNEPLACE SUITES - GILLETTE	TOWN WEST HOLDINGS	1715 W. 2ND STREET			GILLETTE	WY	82716	
TOWNLEY ENGINEERING AND MANUFACTURING CO.		10551 SE 110TH STREET ROAD			CANDLER	FL	32111	
TOYOTA - LIFT OF MINNESOTA, INC.		8601 XYLON COURT N			BROOKLYN PARK	MN	55445	
TRACEPOINT LLC	ATTN ACCOUNTS RECEIVABLE	10300 SPOTSYLVANIA AVE STE 230			FREDERICKSBURG	VA	22408	
TRAC-THE RAILROAD ASSOCIATES CORP.		4444 CARLISLE PIKE			CAMP HILL	PA	15321	
TRANSPORT FINANCIAL SOLUTION	COVENANT TRANSPORT SOLUTIONS	P.O. BOX 845981			DALLAS	TX	75284-5981	
TransRail North America, LLC	Beth Perry	200 Meridian Centre, Ste 300			Rochester	NY	14618	
TRASNSPORTATION ALLIANCE BANK INC (TAB)	STAAR LOGISTICS C/O TAB BANK	PO BOX 150761			OGDEN	UT	88415	
TRAVELERS CASUALTY AND SURETY COMPANY		1 TOWER SQUARE			HARTFORD	CT	06183	
TRAVIS, JOSHUA		Address on File						
TREASURER, STATE OF OHIO		P.O. BOX 77005			CLEVELAND	OH	44194	
TREJO, GRISELDA		Address on File						
TREMPEALEAU CO TREASURER		PO BOX 67			WHITEHALL	WI	54773	
TREMPEALEAU COUNTY		36245 MAIN STREET	PO BOX 67		WHITEHALL	WI	54773	
TREMPEALEAU COUNTY TREASURER		36245 MAIN STREET	P.O. BOX 67	ROOM 110	WHITEHALL	WI	54773	
TREMPEALEAU COUNTY, WISCONSIN	HIGHWAY DEPARTMENT	P.O. BOX 97 20699 STATE ROAD 121			WHITEHALL	WI	54773	

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CreditorName	CreditorNoticeName	Address1	Address2	Address3	City	State	Zip	Country
TREMPEALEAU COUNTY-UNIVERSITY OF WI EXTENSION OFFICE		36245 MAIN STREET	P.O. BOX 67		WHITEHALL	WI	54773	
TREVINO, ANTHONY		Address on File						
TREVINO, JUAN CARLOS		Address on File						
TRI STAR CONNELLSVILLE INC.		2 SUPERIOR WAY			UNIONTOWN	PA	15401	
TRIADRESOURCES INC.		DEPT. 762	PO BOX 4652		HOUSTON	TX	77210	
TRIANGLE SALVAGE	DBA G & T ENTERPRISES	409 W 169TH STREET			SOUTH HOLLAND	IL	60473	
TRICOR DIRECT INC.	SETON IDENTIFICATION PRODUCTS	PO BOX 95904			CHICAGO	IL	60694	
TRI-COUNTY COMMUNICATIONS COOPERATIVE INC	CHERYL RUE AND MARY PETERSON	417 5TH AVE N	PO BOX 578		STRUM	WI	54770	
Tri-County Communications Cooperative Inc	Mary Peterson	417 5th Ave N	PO Box 578		Strum	WI	54770	
TRI-COUNTY COMMUNICATIONS COOPERATIVE INC.		23669 WASHINGTON STREET			INDEPENDENCE	WI	54747	
TRI-COUNTY COMMUNICATIONS COOPERATIVE, INC.		PO BOX 578			STRUM	WI	54770	
TRI-COUNTY LOCK & SAFE		1760 S. ADAMS ST			NEW LISBON	WI	53950	
TRI-COUNTY MEMORIAL HOSPITAL, INC.		18601 LINCOLN STREET			WHITEHALL	WI	54773	
TRIGGER OILFIELD SERVICES LLC		1415 LILIAC DR			DENVER CITY	TX	79232	
TRI-KOATING INC		595 ROBLIN BLVD. EAST			WINKLER	MB	R6W 0H2	CANADA
TRIMBLE MAPS		1 INDEPENDENCE WAY			PRINCETON	NJ	08540	
TRINITY CONSULTANTS, INC.		PO BOX 972047			DALLAS	TX	75397-2047	
TRINITY INDUSTRIES LEASING CO.	ATTN THOMAS JARDINE				DALLAS	TX	75207	
TRINITY INDUSTRIES LEASING COMPANY	ATTENTION THOMAS C. JARDINE, VICE PRESIDENT	2525 STEMMONS FREEWAY			DALLAS	TX	75207	
TRINITY INDUSTRIES LEASING COMPANY	ATTN THOMAS C. JARDINE, VP	2525 STEMMONS FREEWAY			DALLAS	TX	75207	
TRINITY INDUSTRIES LEASING COMPANY		2525 N. STEMMONS FREEWAY			DALLAS	TX	75207	
TRINITY LEASING CUSTOMER PAYMENT ACCOUNT		W 510131	P.O. BOX 7777		PHILADELPHIA	PA	19175-0131	
TRIPLE E CANADA LTD		135 CANADA ST			WINKLER	MB	R6W 4B2	CANADA
TRIPLE L EXCAVATING LTD		420 GEORGE AVE	BOX 852		WINKLER	MB	R6W 4A9	CANADA
TRIPLE S EXPRESS LLC		PO BOX 168688			IRVING	TX	75016	
TRI-STATE OFFICE FURNITURE, INC.		1 SEXTON ROAD			MCKEES ROCKS	PA	15136	
TRIUMPH BUSINESS CAPITAL	ADVANCE BUSINESS CAPITAL LLC	PO BOX 610028			DALLAS	TX	75261	
TRIUMPH CABLING SYSTEMS LLC		17130 GROESCHKE RD			HOUSTON	TX	77084	
TROTT, CASSANDRA JOANN		Address on File						
TROXELL, ROBERT		Address on File						
TRUDY THOMASON REALTY, INC.		2108 NORTH GRANDVIEW AVE.			ODESSA	TX	79761	
TRUE GRIT SILICA		6900 E I-20 SERVICE ROAD			ALEDO	TX	76008	
TRUJILLO, ANTHONY		Address on File						
TRU-LOCK & SECURITY INC.		2080 TRAUX BLVD			EAU CLAIRE	WI	54703	
TRUPIANO, SHERIDAN D		Address on File						
TSI INCORPORATED		SDS 12-0764	PO BOX 86		MINNEAPOLIS	MN	55486	
TTI ENVIRONMENTAL LABS	TECHNICAL TESTING INTERNATIONAL LLC	800 106TH STREET			ARLINGTON	TX	76011	
TUALA, IOANE		Address on File						
TUCKER WATER PUMP SALES AND SERVICE		2504 W. KANSAS AVE.			MIDLAND	TX	79701	
TUCKER, JONTE		Address on File						
TULIUS, REBECCA A		Address on File						
TURNER, JOHN M		Address on File						
TURPIN, DALLAS		Address on File						
TUTLE AND TUTLE TRUCKING INC		3672 HWY 67W			CLEBURNE	TX	76033	
TWC PROSE	THE WIRTH COMPANIES INC.	PO BOX 541488			HOUSTON	TX	77254	
TWIN EAGLE MIDSTREAM CAPITAL, LLC	TWIN EAGLE SAND LOGISTICS, LLC	8847 W SAM HOUSTON PKWY N			HOUSTON	TX	77040	

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TXP CAPITAL LLC		PO BOX 64443			LUBBOCK	TX	79464	
TXU ENERGY RETAIL COMPANY, LLC		6555 SIERRA DR			IRVING	TX	75039	
TXU ENERGY RETAIL COMPANY, LLC		PO BOX 650638			DALLAS	TX	75265-0638	
Tyler Greenfield		901 Summit Ave			Jersey City	NJ	07307	
U.S. BANK NATIONAL ASSOCIATION	ATTN ANDREW WILLIAMS	1420 5TH AVENUE	7TH FLOOR		SEATTLE	WA	98101	
U.S. BANK NATIONAL ASSOCIATION	ATTN CORPORATE TRUST	8 GREENWAY PLAZA, SUITE 1100			HOUSTON	TX	77046-0892	
U.S. Bank National Association, as Indenture Trustee	Attn David E. Lemke	Waller Lansden Dortch and Davis, LLP	511 Union Street, Ste. 2700		Nashville	TN	37219	
U.S. SILICA COMPANY		P.O. BOX 933008			ATLANTA	GA	31193-3008	
UBS SECURITIES LLC		600 WASHINGTON BLVD.			STAMFORD	CT	06901	
ULIBISHEVA, ANASTASIA		Address on File						
ULINE CANADA CORPORATION		PO BOX 3500	RPO STREETSVILLE		MISSISSAUGA	ON	L5M0S8	CANADA
UMERI, DAVID		Address on File						
UNIFIRST HOLDINGS INC.		68 JONSPIN ROAD			WILLINGTON	MA	01887	
UNION PACIFIC DISTRIBUTION SERVICES		3624 COLLECTIONS CENTER DRIVE			CHICAGO	IL	60693	
UNION PACIFIC RAILROAD COMPANY	REAL ESTATE DEPARTMENT	1400 DOUGLAS STREET STOP 1690			OMAHA	NE	68179	
UNION PACIFIC RAILROAD COMPANY		5074 COLLECTIONS CENTER DRIVE			CHICAGO	IL	60693	
UNION WIRELESS		850 NORTH HIGHWAY 414			MOUNTAIN VIEW	WY	82939	
UNION WIRELESS		PO BOX 160			MOUNTAIN VIEW	WY	82939	
UNITED CEREBRAL PALSY OF WEST CENTRAL WISCONSIN		206 WATER STREET			EAU CLAIRE	WI	54703	
UNITED COOPERATIVE SERVICES		PO BOX 961079			FORT WORTH	TX	76161	
UNITED HEALTHCARE INSURANCE COMPANY		DEPT CH 10151			PALATINE	IL	60055-0151	
UNITED RENTALS		PO BOX 100711			ATLANTA	GA	30384-0711	
UNITED RENTALS (NORTH AMERICA), INC.		P.O. BOX 840514			DALLAS	TX	75284	
UNITED STATES DEPARTMENT OF LABOR, MINE SAFETY AND HEALTH ADMINISTRATION		201 12TH ST S	SUITE 401		ARLINGTON	VA	22202-5450	
UNITED STATES DEPARTMENT OF TREASURY	MINE SAFETY & HEALTH ADMINISTRATION	PO BOX 790390			ST. LOUIS	MO	63179-0390	
UNITED STATES OF AMERICA	FEDERAL MOTOR CARRIER SAFETY ADMINISTRATION	MC-RS	1200 NEW JERSEY AVE SE		WASHINGTON	DC	20590	
UNIVERSITY OF CINCINNATI		160 PANZECA WAY RM 129 B			CINCINNATI	OH	45267	
UNIVERSITY SPORTSWEAR		165 HUNTER DRIVE			CRANBERRY TWP.	PA	15317	
UPS		LOCKBOX 577			CAROL STREAM	IL	60132	
UPS		PO BOX 7247-0244			PHILADELPHIA	PA	17170	
UPS CANADA		PO BOX 4900, STATION A			TORONTO	ON	M5W0A7	CANADA
UPS FREIGHT		28013 NETWORK PLACE			CHICAGO	IL	60673	
UPS FREIGHT		PO BOX 650690			DALLAS	TX	75265-0690	
UPS FREIGHT		P O BOX 730900			DALLAS	TX	75373-0900	
URBINA, ADALBERTO		Address on File						
URBINA, RAUL		Address on File						
URIAS, SAUL JUNIOR		Address on File						
US BANK		CM-9690	PO BOX 70870		ST PAUL	MN	55170	
US BANK CHARLOTTE		SDS-12-2639	PO BOX 86		MINNEAPOLIS	MN	55486	
US DEPARTMENT OF LABOR, MSHA	PAYMENT OFFICE	P.O. BOX 790390			ST. LOUIS	MO	63179	
US DEPARTMENT OF TREASURY	MINE SAFETY & HEALTH ADMINISTRATION	PO BOX 790390			ST. LOUIS	MO	63179-0390	
USEMCO INC		P O BOX 550	1730 REZIN ROAD		TOMAH	WI	54660	
UTILITY KEYSTONE TRAILER SALES, INC.		1976 AUCTION ROAD			MANHEIM	PA	17545	
UV LOGISTICS DBA UNITED VISION LOGISTICS		4021 AMBASSADOR CAFFERY PARKWAY	BUILDING A, SUITE 200		LAFAYETTE	LA	70503	
UWAKWE, DAVID CHIBUZO		Address on File						
VALDEZ, MARTHA I		Address on File						

Exhibit Q
Creditor Matrix
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CreditorName	CreditorNoticeName	Address1	Address2	Address3	City	State	Zip	Country
VALENZUELA SALAZAR, BLANCA AIME		Address on File						
VALENZUELA, ROBERT ERIC		Address on File						
VALERO, ROGELIO		Address on File						
VALLEY FIBER LTD		965 HWY 14			WINKLER	MB	R6W-0L7	CANADA
VALLEY INTERNET SERVICE PROVIDER LTD		965 HWY 14			WINKLER	MB	R6W 0L7	CANADA
VAN SICKLER, DUSTIN		Address on File						
VANG, SHUFEN		Address on File						
VANTAGE MECHANICAL, LLC		8161 JEFFERSON ST.			PITTSVILLE	WI	54466	
VARGAS, EDWARD		Address on File						
VARIETY OFFICE PRODUCTS OF EAU CLAIRE, INC. FORMER IFS 2069	NORTHERN BUSINESS PRODUCTS	PO BOX 16127			DULUTH	MN	55816-0127	
VARIOUS LLOYDS SYNDICATES, LONDON		1 LIME STREET			LONDON		EC3M 7HA	UNITED KINGDOM
VASQUEZ, AARON		Address on File						
VASYLIEV, MYKHAILO		Address on File						
VEGA AMERICAS, INC.		4241 ALLENDORF DRIVE			CINCINNATI	OH	45209	
VELARDE, SARA		Address on File						
VELEZ, MILAGROS		Address on File						
VENDER, RYAN		Address on File						
VENDER, RYAN M		Address on File						
Venu Kapila		7426 Woodvale Ct			West Hills	CA	91307-1441	
VEOLIA ES TECHNICAL SOLUTIONS, LLC		28900 NETWORK PLACE			CHICAGO	IL	60673-1289	
VERIZON CONNECT FLEET USA LLC	VERIZON COMMUNICATIONS INC.	1095 AVENUE OF AMERICAS 8TH FLOOR			NEW YORK	NY	10036	
VERIZON CONNECT NWF, INC		PO BOX 975544			DALLAS	TX	75397	
VERIZON WIRELESS	BANKRUPTCY ADMINISTRATION	500 TECHNOLOGY DRIVE	SUITE 550		WELDON SPRING	MO	63304	
VERIZON WIRELESS		P.O. BOX 25505			LEHIGH VALLEY	PA	18002-5505	
Vernon R. Hart		120 Culpepper Rd			Fair Grove	MO	65648	
VIAVID BROADCASTING INC.		118-998 HARBOURSIDE DRIVE			NORTH VANCOUVER	BC	V7P 3T2	CANADA
VIBRASYSTEMS INC		293 RAYETTE ROAD	UNIT 5		CONCORD	ON	L4K 2G1	CANADA
VICTOR, NICK		Address on File						
VIKING ELECTRIC SUPPLY INC		PO BOX 856832			MINNEAPOLIS	MN	55485-6832	
VILLAGE OF WYEVILLE	JOAN SUTHERLAND - TREAS	209 SECOND ST			WYEVILLE	WI	54660	
VILLAGE OF WYEVILLE	JOAN SUTHERLAND - TREASURER	209 SECOND ST			WYEVILLE	WI	54660	
Village of Wyeville	Joan Sutherland, Clerk	209 Second Street			Wyeville	WI	54660	
VILLALOBOS, ANTHONY ESTEBAN		Address on File						
VILLALOBOS, JANETTE		Address on File						
VILLARREAL, CHRISTOPHER J		Address on File						
VILLATORO, CARLOS		Address on File						
VILLESCAS, EZEQUIEL		Address on File						
VISION SERVICE PLAN		PO BOX 742788			LOS ANGELES	CA	90074	
VISP		965 HWY 14			WINKLER	MB	R6W 0L7	CANADA
VIVA CAPITAL FUNDING, LLC		PO BOX 17548			EL PASO	TX	79917	
VO, JAMES		Address on File						
VOLKMANN RAILROAD BUILDERS INC.		14625 W. KAUL AVENUE			MENOMONEE FALLS	WI	53051	
VOLT-FLOW, INC.		PO BOX 2196			MIDLAND	TX	79702	
VOLUME ONE MAGAZINE		205 N. DEWEY STREET			EAU CLAIRE	WI	54703	
VOTO SALES		P.O. BOX 1299			STEUBENVILLE	OH	43952	
W. W. GRAINGER INC.		DEPT. 883836694			PALATINE	IL	60038-0001	
W.D. LARSON COMPANIES LTD, INC	ALLSTATE PETERBILT	PO BOX 270710			MINNEAPOLIS	MN	55427	
W.H LEVIT JR.	C/O LEVIT ADR LLC	250 E WISCONSIN AVE SUITE 1800			MILWAUKEE	WI	53202	
W.S. TYLER INC.		DEPT. 781849	PO BOX 78000		DETROIT	MI	48278	
WABEKE, JAYNE E		Address on File						
WAGEWORKS, INC.		PO BOX 45772			SAN FRANCISCO	CA	94145	
WAGLER, AMMON		Address on File						

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WAGONER, JASON E		Address on File						
WAJAX INDUSTRIAL COMPONENTS LIMITED PARTNERSHIP		C25075 C/O	PO BOX 206 STATION M		CALGARY	AB	T2P 2H6	CANADA
WAKEFIELD, PAUL L		Address on File						
WALDERA LLC		W20985 COUNTY ROAD Q			WHITEHALL	WI	54773	
WALDERA, TARRY L		Address on File						
WALDHAUSER, SHAWN P		Address on File						
WALKER APPRAISAL SERVICE		N13364 SCHUBERT RD			TREMPEALEAU	WI	54661	
WALKER APPRAISAL SERVICE		N21416 TRUAX RD.			ETTRICK	WI	54627	
WALKER INVESTMENT PROPERTIES LLC		903 E. CLIFTON ST.			TOMAH	WI	54660	
WALKER, DANTE DEMETRIUS		Address on File						
WALKER, DENNIS I		Address on File						
WALKERS TRUCKING	ATTN STEVEN LEE WALKER	3315 NORTH UNION			SHAWNEE	OK	74804	
WALLACE, RUFUS B		Address on File						
WALLS, KENDRICK		Address on File						
Walter Bernard Fauser		6615 Royal Crest Dr			Dallas	TX	75230	
WALTON, CLINTON		Address on File						
WAMPOLE, JOSHUA D		Address on File						
WARE, MICHAEL RASHAD		Address on File						
WARREN POWER & MACHINERY INC.	DBA WARREN CAT	PO BOX 842116			DALLAS	TX	75284	
WARRIOR ENERGY LOGISTICS		4478 CASTLEMAIN COURT			AKRON	OH	44333	
WASATCH RAILROAD CONTRACTORS		P.O. BOX 20425			CHEYENNE	WY	82003	
WASTE CONNECTIONS LONE STAR INC		350 DENNIS RD			WEATHERFORD	TX	76087	
WASTE MANAGEMENT		PO BOX 13648			PHILADELPHIA	PA	19101-3648	
WASTE MANAGEMENT, INC.		1001 FANNIN STREET			HOUSTON	TX	77002	
WATCO MECHANICAL SERVICES		39575 TREASURY CENTER			CHICAGO	IL	60694-9500	
WATENPHUL, JACKLYN E		Address on File						
WATER RUNNER, INC.		5112 N. COUNTY ROAD 1150			MIDLAND	TX	79705	
WATERLOGIC USA INC	C/O WATERLOGIC AMERICAS, LLC	PO BOX 677867			DALLAS	TX	75267-7867	
WATERS, MARQUE L		Address on File						
WATSON II, WILLIAM PAUL		Address on File						
WAYNE ENTERPRISES, INC.	WAYNE D. ENTERPRISES, INC	14300 HOLLISTER RD. #100			HOUSTON	TX	77066	
WAYPOINT BUSINESS SOLUTIONS, LLC		118 VINTAGE PARK BLVD W414			HOUSTON	TX	77070	
WCCO BELTING, INC		1998 N. 9TH ST.			WAHPETON	ND	58075	
WE ENERGIES		231 W. MICHIGAN STREET			MILWAUKEE	WI	53203	
WE ENERGIES		CLAIMS, ROOM A145, PO BOX 1132			MILWAUKEE	WI	53201	
WEATHERFORD, EMILY		Address on File						
WEATHERFORD, U.S., L.P.		2000 ST. JAMES PLACE			HOUSTON	TX	77056	
WEBBER, DEREK ETHAN		Address on File						
WEBER, JOSHUA S		Address on File						
WEBSTER BANK		605 N 8TT STREET	PO BOX 939		SHEBOYGAN	WI	53081	
WEDIN, MATTHEW T		Address on File						
WEICHERT WORKFORCE MOBILITY HOLDINGS INC		1625 STATE ROUTE 10			MORRIS PLAINS	NJ	07950	
WEIMER BEARING & TRANSMISSION INC		P O BOX 400			GERMANTOWN	WI	53022	
WEIRTON SALVATION ARMY FOOD PANTRY		796 COVE ROAD	PO BOX 2499		WEIRTON	WV	26062	
WEISS, ROGER D		Address on File						
WELD COUNTY TREASURER		PO BOX 458			GREELEY	CO	80632	
WELD FOOD BANK		1108 H STREET			GREELEY	CO	80631	
WELL COMPLETION TECHNOLOGY		7903 ALAMAR			HOUSTON	TX	77095-2840	
WELLS FARGO EQUIPMENT FINANCE		MANUFACTURER SERVICES GROUP	PO BOX 7777		SAN FRANCISCO	CA	94120-7777	
WELLS FARGO RAIL (F/K/A FIRST UNION RAIL CORPORATION)	ATTN CONTRACT ADMINISTRATION	6250 RIVER ROAD	SUITE 5000		ROSEMONT	IL	60018	

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Served via First Class Mail

CreditorName	CreditorNoticeName	Address1	Address2	Address3	City	State	Zip	Country
WELLS FARGO VENDOR FINANCIAL SERVICES		PO BOX 105743			ATLANTA	GA	30348	
WELLS FARGO VENDOR FINANCIAL SERVICES LLC		PO BOX 650016			DALLAS	TX	75265	
WELLS FARGO VENDOR FINANCIAL SERVICES, LLC		PO BOX 35701			BILLINGS	MT	59107	
WELLS, JOSEPH		Address on File						
WELLS, RONALD G		Address on File						
WELLSBORO AREA FOOD PANTRY		PO BOX 547			WELLSBORO	PA	16901	
Wellsboro Corning Railroad, LLC	Beth A. Perry	200 Meridian Centre, Ste 300			Rochester	NY	14618	
Wellsboro Corning Railroad, LLC		27606 Network Place			Chicago	IL	60673	
WELLSBORO ELECTRIC COMPANY		33 AUSTIN STREET			WELLSBORO	PA	16901	
WELLSBORO HOME CENTER, INC.	C/O WELLSBORO BUILDING SUPPLY	45 CHARLESTON STREET			WELLSBORO	PA	16901	
WELSH, JOSEPH M		Address on File						
WELSH, JOSEPH MICHAEL		Address on File						
WENAAS USA INC.		1221 PARC CREST DR.	BLDG 3, SUITE 100		STAFFORD	TX	77477	
WENTZ, GREGORY		Address on File						
WERNER ELECTRIC VENTURES L.L.C.		PO BOX 856890			MINNEAPOLIS	MN	55485-6890	
WEST LINCOLN INVESTMENTS LLC		W20985 COUNTY RD Q			WHITEHALL	WI	54773	
WEST LINCOLN LLC		W20985 COUNTY ROAD Q			WHITEHALL	WI	54773	
WEST LLC	WEST LLC C/O WEST CORPORATION	PO BOX 74007143			CHICAGO	IL	60674	
WEST PENN POWER		800 CABIN HILL DR			GREENSBURG	PA	15601	
WEST PUBLISHING CORPORATION DBA THOMSON REUTERS	PAYMENT CENTER	P. O. BOX 6292			CAROL STREAM	IL	60197-6292	
WEST TEX DISPOSAL		3045 N WINSTON AVE			ODESSA	TX	79764	
WEST TEXAS FAST BAILING LLC		PO BOX 607			SEMINOLE	TX	79360	
WEST TEXAS FIRE EXTINGUISHER, INC.		PO BOX 3085			SAN ANGELO	TX	76902	
WEST TEXAS GAS, INC.	DBA WTG GAS MARKETING, INC (A QSUB)	211 N. COLORADO ST.			MIDLAND	TX	79701	
WEST TEXAS THERMO KING		P.O. BOX 32018			AMARILLO	TX	79120	
WEST VIRGINIA SECRETARY OF STATE		1900 KANAWHA BLVD E			CHARLESTON	WV	25305	
WEST VIRGINIA STATE TAX DEPARTMENT	TAX ACCOUNT ADMINISTRATION DIVISION	PO BOX 11751			CHARLESTON	WV	25339-1751	
WEST VIRGINIA STATE TAX DEPARTMENT - REVENUE DIVISION		P.O. BOX 2666			CHARLESTON	WV	25330	
WEST, DOUGLAS R		Address on File						
WEST, JEFFERY J		Address on File						
WESTBURNE	DIV.OF REXEL CANADA ELECTRICAL INC.	5600 KEATON CRESCENT			MISSISSAUGA	ON	L5R 3G3	CANADA
WESTCHESTER FIRE INSURANCE COMPANY		436 WALNUT STREET			PHILADELPHIA	PA	19106	
WESTECH LOGISTICS LLC		PO BOX 27			PADEN	OK	74860	
WESTERN D SERVICES		PO BOX 386/COMMERCIAL DRIVE			WRIGHT	WY	82732	
WESTERN OFFICE PORTFOLIO PROPERTY OWNER LLC	ATTN ASSET MANAGER	C/O GOLDMAN SACHS REALTY MGMT DIVISION	2001 ROSS AVENUE, SUITE 2800		DALLAS	TX	75201	
WESTERN OFFICE PORTFOLIO PROPERTY OWNER LLC	ATTN GENERAL MANAGER	1660 LINCOLN ST, SUITE 2250			DENVER	CO	80264	
WESTERN OFFICE PORTFOLIO PROPERTY OWNER LLC	ATTN LEGAL DEPT. - JORDAN BAILEY	C/O GOLDMAN SACHS REALTY MGMT DIVISION	2001 ROSS AVENUE, SUITE 2800		DALLAS	TX	75201	
WESTERN OILFIELDS SUPPLY COMPANY DBA RAIN FOR RENT		3404 STATE ROAD			BAKERSFIELD	CA	93308	
WESTERN RAILCAR REPAIR		PO BOX 88899			MILWAUKEE	WI	53288	
WESTERN SPRING AND WIRE LTD		609-1200 SHERWIN RD			WINNIPEG	MB	R3H OK4	CANADA
WESTERN TECHNICAL COLLEGE	ATTN BUSINESS OFFICE				LA CROSSE	WI	54602	
WESTERN TECHNICAL COLLEGE		400 7TH STREET NORTH	P.O. BOX C-0908		LA CROSSE	WI	54602	
WESTRANS COMPANY		515 OAK POINT HIGHWAY			WINNIPEG	MB	R2R 1V2	CANADA
WESTWARD ENVIRONMENTAL, INC		PO BOX 2205			BOERNE	TX	78006	
WETLANDS & WATERWAYS, LLC		5742 WARBONNETT LANE			HAZELHURST	WI	54531	

Exhibit Q
Creditor Matrix
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CreditorName	CreditorNoticeName	Address1	Address2	Address3	City	State	Zip	Country
WEX BANK		PO BOX 6293			CAROL STREAM	IL	60197-6293	
WHALEY, PAUL S		Address on File						
WHEELER, HEIDI LYNN		Address on File						
WHIPKEY, JIM		Address on File						
WHIRLWIND SWEEPING WI INC		S385 E 26TH RD			MARSHFIELD	WI	54449	
WHITE INTERESTS, LLC		600 TRAVIS STREET	# 3300		HOUSTON	TX	77002	
WHITE, DANNY KAYE		Address on File						
WHITE, JOSHUA		Address on File						
WHITE, STEPHEN		Address on File						
WHITEHALL AREA CHAMBER OF COMMERCE		PO BOX 281			WHITEHALL	WI	54773	
WHITEHALL BEEF & DAIRY DAYS		PO BOX 361			WHITEHALL	WI	54773	
WHITEHALL BOOSTER CLUB		19121 HOBSON ST.			WHITEHALL	WI	54773	
WHITEHALL FOOD PANTRY		PO BOX 476			WHITEHALL	WI	54773	
WHITEHALL SCHOOL DISTRICT		19121 HOBSON STREET			WHITEHALL	WI	54773	
WHITEHAVEN SILICA LLC	BULK TERMINAL HOLDINGS LP	11 LLOYD AVE STE 200			LATROBE	PA	15650	
WHITELEY, MARCUS		Address on File						
WHITES PAVING		508 BEAR STREET			WORTHINGTON	PA	16262	
WHOOP WIRELESS, LLC		#311 9457 SOUTH UNIVERSITY BLVD			HIGHLANDS RANCH	CO	80126	
WHORIC, BRADLEY W		Address on File						
WIA RECRUITING INC.		9002 CHIMNEY ROCK RD.	SUITE 4146		HOUSTON	TX	77096	
WICKHAM ELECTRIC CO. DBA TS ELECTRIC		153 EAST MAIN STREET	P.O. BOX 277		RICHMOND	OH	43944	
WIEBE, CAMERON ROSS		Address on File						
WIEDEN, BART A		Address on File						
WIESE USA, INC DBA WIESE RAIL SERVICES		1435 WOODSON ROAD			ST. LOUIS	MO	63132	
WILBER, ADAM J		Address on File						
WILCOX, CONRAD T		Address on File						
WILDCAT MINERAL HOLDINGS, LLC		5960 BERKSHIRE BLVD.	SUITE 800		DALLAS	TX	75225-6068	
WILHELM, FRED DURHAM		Address on File						
WILKIE, TOM		Address on File						
WILKINSON, KYLAR		Address on File						
WILLEY, AUSTIN WILLIAM		Address on File						
William J Sawdon		164 Hilldale Road			Bethany	CT	06524	
William J. Riester		P.O. Box 5692			Rockford	IL	61125	
William Stark		14834 N 173rd Ln			Surprise	AZ	85388	
WILLIAMS SCOTMAN, INC.	WILLIAMS SCOTSMAN, INC.	P.O. BOX 91975			CHICAGO	IL	60693	
WILLIAMS, BRENT S		Address on File						
WILLIAMS, CLARENCE RAY		Address on File						
WILLIAMS, RAYSHUN		Address on File						
WILLIAMS, TREY		Address on File						
WILLIAMSON, JEREMY D		Address on File						
WILLIS, BRIAN		Address on File						
WILLIS, FREDDY GARY		Address on File						
WILLIS, THOMAS L		Address on File						
WILSON AMPLIFIERS	SILK WORLDWIDE LLC	5010 WRIGHT ROAD SUITE 100			STAFFORD	TX	77477	
WILSON, BRITTANY NICOLE		Address on File						
WILSON, CHRISTOPHER J		Address on File						
WILSON, JONATHON		Address on File						
WILSON, MICHAEL C.		Address on File						
WILSON, PHILLIP		Address on File						
WINDSTREAM		PO BOX 9001013			LOUISVILLE	KY	40290	
WINDY LANE TOWING		280 EASTVIEW DRIVE	BOX 444		WINKLER	MB	R6W 4A6	CANADA
WINDY RIDGE TRANSPORT		520 S. 8TH STREET			DOUGLAS	WY	82633	
WINK CITY SIGNS INC		335 KIMBERLY ROAD			WINKLER	MB	R6W0H7	CANADA
WINKELMAN, TYLER		Address on File						
WINKLER AND DISTRICT CHAMBER OF COMMERCE		185 MAIN STREET			WINKLER	MB	R6W 1B4	CANADA

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Creditor Matrix
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CreditorName	CreditorNoticeName	Address1	Address2	Address3	City	State	Zip	Country
WINKLER CANVAS LTD.		PO BOX 1268			WINKLER	MB	R6W 4B3	CANADA
Winkler County	Pam Greene, County Clerk	P.O. Box 1007			Kermit	TX	79745	
WINKLER COUNTY		PO DRAWER 0			KERMIT	TX	79745	
WINKLER COUNTY GIRLS OF SOFTBALL		PO BOX 942			KERMIT	TX	79745	
WINKLER COUNTY MINERVA SOLTERO - TAX ASSESSOR - COLLECTOR		PO DRAWER T			KERMIT	TX	79745	
WINKLER COUNTY TAX ASSESSOR-COLLECTORS OFFICE		100 E WINKLER ST 1ST FLOOR			KERMIT	TX	79745	
WINKLER FORKLIFT INC.		325 PEMBINA DRIVE			WINKLER	MB	R6W 3N4	CANADA
WINKLER, III, JOSEPH C.		Address on File						
WINKLER, LAURENCE J		Address on File						
WINTER RIGGING, INC.		PO BOX 488	SHERMAN AVE		NORTH COLLINS	NY	14111	
WIPFLI LLP		4890 OWEN AYRES COURT, SUITE 200			EAU CLAIRE	WI	54701	
WISCONSIN DEPARTMENT OF AGRICULTURE	TRADE AND CONSUMER PROTECTION	2811 AGRICULTURE DR			MADISON	WI	53718	
WISCONSIN DEPARTMENT OF AGRICULTURE	TRADE AND CONSUMER PROTECTION	P O BOX 93479			MILWAUKEE	WI	53293-0479	
WISCONSIN DEPARTMENT OF FINANCIAL INSTITUTIONS		4822 MADISON YARDS WAY			MADISON	WI	53705	
WISCONSIN DEPARTMENT OF NATURAL RESOURCES	BUREAU OF FINANCE	PO BOX 78816			MILWAUKEE	WI	53278	
WISCONSIN DEPARTMENT OF NATURAL RESOURCES	ENVIRONMENTAL FEE	PO BOX 93192			MILWAUKEE	WI	53293	
WISCONSIN DEPARTMENT OF NATURAL RESOURCES		101 S. WEBSTER STREET	PO BOX 7921		MADISON	WI	53707-7921	
WISCONSIN DEPARTMENT OF REVENUE	STATE BOARD OF ASSESSORS	MS 6-97, 2135 RIMROCK RD.			MADISON	WI	53713	
WISCONSIN DEPARTMENT OF REVENUE		2135 RIMROCK ROAD			MADISON	WI	53713	
WISCONSIN DEPARTMENT OF REVENUE		BOX 930208			MILWAUKEE	WI	53293-0208	
WISCONSIN DEPARTMENT OF SAFETY AND PROFESSIONAL SERVICES		4822 MADISON YARDS WAY			MADISON	WI	53705	
WISCONSIN DEPARTMENT OF SAFETY AND PROFESSIONAL SERVICES		PO BOX 78780			MILWAUKEE	WI	53293	
WISCONSIN DEPARTMENT OF SAFETY AND PUBLIC SERVICES		4822 MADISON YARDS WAY			MADISON	WI	53705	
WISCONSIN DEPARTMENT OF TRANSPORTATION	HILL FARMS STATE OFFICE BUILDING	4822 MADISON YARDS WAY			MADISON	WI	53705	
WISCONSIN DEPARTMENT OF TRANSPORTATION		PO BOX 3279			MILWAUKEE	WI	53201	
Wisconsin DNR	Bradley Johnson, Wastewater	5301 Rib Mountain Drive	Wausau Service Center		Wausau	WI	54401	
WISCONSIN DSPS INDUSTRY SERVICES-MINE SAFETY FEES		PO BOX 7302			MADISON	WI	53707	
WISCONSIN INDUSTRIAL SAND ASSOCIATION, INC.		2809 E. HAMILTON AVE.	#161		EAU CLAIRE	WI	54701	
WISCONSIN LIFT TRUCKS CORP.		2588 SOLUTIONS CENTER			CHICAGO	IL	60677-2005	
WISCONSIN LIFTING SPECIALISTS INC		2013 S. 37TH STREET			MILWAUKEE	WI	53215	
WISCONSIN MANUFACTURERS & COMMERCE		501 E. WASHINGTON AVE.			MADISON	WI	53703	
WISCONSIN METAL SALES INC.		200 LILAC DR	P O BOX 149		REEDSBURG	WI	53959	
WISCONSIN SHORING & SUPPLY INC.		PO BOX 28	2539 PEIPER ROAD		COTTAGE GROVE	WI	53527	
WITMER BUILDERS, LLC		S8820 BARTIG RD			AUGUSTA	WI	54722	
WKBT-TV		141 S. 6TH STREET			LA CROSSE	WI	54601	
WOOD COUNTY TREASURER		2ND FLOOR WOOD COUNTY COURTHOUSE	PO BOX 8095		WISCONSIN RAPIDS	WI	54495	
WOOD JR., NATHAN LOUIS		Address on File						

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CreditorName	CreditorNoticeName	Address1	Address2	Address3	City	State	Zip	Country
WOOD SALES & SERVICE		N5931 WI-54			BLACK RIVER FALLS	WI	54615	
Wood Sales and Service, Inc.	Harvey Wood	N5931 State Hwy 54			Black River Falls	WI	54615	
WOOD, MICHAEL BRYSON		Address on File						
WOOD, NATHAN		Address on File						
WOOD, WILLIAM		Address on File						
WOOSTER MOTOR WAYS INC.		PO BOX 19			WOOSTER	OH	44691	
WOOSTER MOTOR WAYS, IN	C/O MEYERS, ROMAN, FRIEDBERG & LEWIS	28601 CHAGRIN BOULEVARD, SUITE 600			CLEVELAND	OH	44122	
WORDEN, RYAN CHRISTOPHER		Address on File						
WOREMAN BRAND AGENCY		1401 STERRETT STREET, 103F			HOUSTON	TX	77002	
WORKERS COMPENSATION BOARD OF MANITOBA		333 BROADWAY			WINNIPEG	MB	R3C 4W3	CANADA
WORKHORSE OILFIELD RENTALS	ATTN JEDDIADIAH CHRISTIAN AND JOELLE CHRISTI	455 WILLOW CREEK ROAD			LANDER	WY	82520	
WORKIVA INC.		2900 UNIVERSITY BLVD.			AMES	IA	50010	
WORLDWIDE RECLAMATION INC		720 EASY STREET			GARLAND	TX	75042	
WORLEY, LAWRENCE		Address on File						
WORLEY, LAWRENCE		Address on File						
WORLEY, LAWRENCE		Address on File						
WORTHINGTON COMMUNICATIONS LLC		17042 HOPE RD.			CAMP DOUGLAS	WI	54618	
WOYCHIK, CHARLES A		Address on File						
WPX ENERGY, INC.		3500 ONE WILLIAMS CENTER			TULSA	OK	74172	
WRIGHT HOTEL		PO BOX 409	300 REATA DRIVE		WRIGHT	WY	82732	
WRIGHT SEPTIC SERVICE		8225 IDA AVENUE			SPARTA	WI	54656	
WRIGHT, R. SCOTT		Address on File						
WRIGHT, RICHARD SCOTT		Address on File						
WRIGHT, STEVEN		Address on File						
WRR ENVIRONMENTAL SERVICES CO. INC.		5200 RYDER ROAD			EAU CLAIRE	WI	54701	
WTS GROUP, LLC		12628 S HIGHWAY 281			SANTO	TX	76472	
WXOW/WQQW TELEVISION, INC.		PO BOX 1001			QUINCY	IL	62306	
WYLIE, JACOB M		Address on File						
WYO TRUCKING LLC		44 INDIAN PAINTBRUSH RD			SHERIDAN	WY	82801	
WYOMING DEPARTMENT OF REVENUE	APPRAISAL SERVICES, PROPERTY TAX	112 WEST 25TH ST			CHEYENNE	WY	82002	
WYOMING MACHINERY COMPANY DBA WYOMING RENTS		5300 OLD WEST YELLOWSTONE HIGHWAY			CASPER	WY	82604	
WYOMING SECRETARY OF STATE	HERSCHLER BUILDING EAST	122 W 25TH ST	SUITES 100 AND 101		CHEYENNE	WY	82002	
XCALIBER CONTAINER LLC		1338 FM 1287			GRAHAM	TX	76450	
XCEL ENERGY		414 NICOLLET MALL			MINNEAPOLIS	MN	55401	
XIONG, DENNIS D		Address on File						
XL SPECIALTY INSURANCE COMPANY		70 SEAVIEW AVENUE			STAMFORD	CT	06902-6040	
XPO LOGISTICS FREIGHT INC.	XPO LOGISTICS FREIGHT, INC.(CNWY)	29559 NETWORK PLACE			CHICAGO	IL	60673-1559	
XSTREMEMD	C/O LIFE LINE TECHNOLOGIES LLC	1028 FORUM DRIVE			BROUSSARD	LA	70518	
YELLOWHOUSE MACHINERY CO.		PO BOX 31388			AMARILLO	TX	79120	
Yen T. Pham		4668 West Boathouse Cir.			South Jordan	UT	84009	
Yen Thi Pham	Yen T. Pham	4668 W. Boathouse Cir.			South Jordan	UT	84009	
YOUNG, RACHEL		Address on File						
YOUNG, TRAVORICK		Address on File						
Zacharias Champion		316 99th St E			Tacoma	WA	98445-2016	
ZAHORCHAK, WILLIAM BRIEN		Address on File						
ZAMORA, DAVID		Address on File						
ZAMORA, NOE		Address on File						
ZAMORANO, ARTURO		Address on File						
ZARECZNY, JUSTIN		Address on File						
ZAVALA, ROBERT JOSEPH		Address on File						
Zayn Khamis		12 Wiarton Court			Thornhill	Ontario	L3T 2P4	

Exhibit Q
Creditor Matrix
Served via First Class Mail

CreditorName	CreditorNoticeName	Address1	Address2	Address3	City	State	Zip	Country
ZB BANK, N.A., AS ADMINISTRATIVE AGENT		1717 WEST LOOP SOUTH	FL 23		HOUSTON	TX	77027	
ZB, N.A. AS ADMINISTRATIVE AGENT		1717 WEST LOOP SOUTH	FL 23		HOUSTON	TX	77027	
ZB, N.A., DBA AMEGY BANK, AS ADMINISTRATIVE AGENT		1717 WEST LOOP SOUTH	FL 23		HOUSTON	TX	77027	
ZEFON INTERNATIONAL INC.		5350 SW 1ST LANE			OCALA	FL	34474	
Zhiyang Yu		3505 Glenhome Dr			Plano	TX	75025	
ZIEGLER TIRE & SUPPLY CO. INC.		PO BOX 678			MASSILLON	OH	44648	
ZIMMERMAN, BRYAN J		Address on File						
ZIMMERMAN, JOHN ELLIS		Address on File						
ZIMMERMAN, MARK R		Address on File						
ZINGLE, INC.		2270 CAMINO VIDA ROBLE, SUITE K			CARLSBAD	CA	92011	
ZIONS BANK N.A. DBA AMEGY BANK	ATTN ALEKS HECKNER	1717 WEST LOOP SOUTH			HOUSTON	TX	77027	
ZORN COMPRESSOR & EQUIPMENT, INC.		1335 E. WISCONSIN AVE.			PEWAUKEE	WI	53072	
ZUBIA, ALFREDO		Address on File						
ZUNIGA, RAMON		Address on File						
ZURICH AMERICAN INSURANCE COMPANY		1299 ZURICH WAY			SCHAUMBURG	IL	60196-1056	

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

In re:	:	Chapter 11
HI-CRUSH INC., *et al.*,[1]	:	Case No. 20-33495 (DRJ)
Debtors.	:	(Jointly Administered)

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 OF THE FOLLOWING:

1. Pursuant to the *Joint Plan of Reorganization for Hi-Crush Inc. and its Affiliate Debtors Under Chapter 11 of the Bankruptcy Code* [Docket No. 289] (the "**Plan**")[2] filed with the United States Bankruptcy Court for the Southern District of Texas (the "**Court**") on August 15, 2020, the above-captioned debtors and debtors in possession (each a "**Debtor**," and, collectively, the "**Debtors**") hereby provide notice (this "**Assumption Notice**") that they are party to the contracts and leases (each, a "**Specified Contract**," and, collectively, the "**Specified Contracts**") listed on Exhibit 1 attached hereto (the "**Contract Schedule**").

2. You have been identified as a party to one or more of the Specified Contracts listed on the Contract Schedule.

3. For each Specified Contract listed on the Contract Schedule, the Contract Schedule sets forth the amount the Debtors' records reflect is owing to cure any and all defaults under such Specified Contract as of the date of this Assumption Notice (the "**Cure Amount**") pursuant to Section 365 of the Bankruptcy Code.

4. If the Contract Schedule lists a Cure Amount of $0 for a particular Specified Contract, the Debtors believe there is no cure amount outstanding for that Specified Contract as of the date of this Assumption Notice.

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[1] 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.

[2] Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to them in the Plan.

5. If you agree with the Cure Amount associated with a Specified Contract to which you are a party as of the date of this Assumption Notice, you need not take any action.

6. To object to the Cure Amount associated with, or the Debtors' ability to assume and/or assign, a Specified Contract to which you are a party, whether or not you previously filed a proof of claim with respect to amounts due under such Specified Contract, you must file an objection (a "**Cure Claim Objection**") with the Clerk of the Bankruptcy Court, 515 Rusk Avenue, 4th Floor, Houston, Texas 77002, and serve such Cure Claim Objection upon each of the Notice Parties (defined below), so that such Cure Claim Objection is **actually received** by the Court and the Objection Notice Parties by no later than **5:00 p.m. (prevailing Central time) on September 18, 2020**.

Notice Parties

(i) 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);

(ii) 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 daniel.biller@stblaw.com);

(iii) 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);

(iv) 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.duran.jr@usdoj.gov).

7. Any Cure Claim Objection must (a) be in writing, (b) set forth with specificity any and all obligations that you assert must be cured or satisfied in respect of each applicable Specified Contract, and (c) contain all documentation supporting such cure claim.

8. If you timely file and serve a Cure Claim Objection, the Court shall hear such Cure Claim Objection and determine the amount of any disputed Cure Amount not settled by the parties at the Confirmation Hearing before the Honorable David R. Jones, United States Bankruptcy Judge, in the United States Bankruptcy Court for the Southern District of Texas, located at Courtroom 400, 4th Floor, 515 Rusk Street, Houston, TX 77002, or via videoconference, if necessary.[3] The Confirmation Hearing is currently scheduled for **2:00 p.m. (prevailing Central Time) on September 23, 2020** or such other date and time as the Court may deem appropriate.

[3] 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

9. If you fail to timely file and serve a Cure Claim Objection, you shall be deemed to have consented to the Cure Amount proposed by the Debtors and shall be forever enjoined and barred from seeking any additional amounts or claims (as defined in Section 101(5) of the Bankruptcy Code) that arose, accrued or were incurred at any time on or prior to the date of this Cure Claim Notice on account of the Debtors' cure obligations under Section 365 of the Bankruptcy Code or otherwise from the Debtors, their estates, any reorganized Debtor (a "**Reorganized Debtor**"), any assignee with respect to the Specified Contracts, or any purchaser or transferee of the Debtors or Reorganized Debtors' properties on account of the assumption and/or assignment of such Specified Contract.

10. The Debtors' listing of a Specified Contract on this Assumption Notice shall not be deemed or construed as (a) a promise by the Debtors to seek the assumption and/or assignment of such Specified Contract, (b) a limitation or waiver on the Debtors' ability to amend, modify or supplement this Assumption Notice with an updated Cure Amount for a particular Specified Contract, which updated Cure Amount may be lower than the original Cure Amount listed for such particular Specified Contract, (c) a limitation or waiver on the Debtors' ability to seek to reject any Specified Contract or (d) an admission that any Specified Contract is, in fact, an executory contract or unexpired lease under Section 365 of the Bankruptcy Code. The Debtors reserve all their rights, claims, and causes of action with respect to the contracts and leases listed on the Contract Schedule.

11. All documents filed with the Court in connection with the above-captioned chapter 11 cases (the "**Chapter 11 Cases**"), including the Plan, are available for free on the website of the Court-appointed notice and claims agent in the Chapter 11 Cases, Kurtzman Carson Consultants LLC, at http://www.kccllc.net/HiCrush

Houston, Texas
September 4, 2020

LATHAM & WATKINS LLP	**HUNTON ANDREWS KURTH LLP**
Attn: George A. Davis Attn: Keith A. Simon Attn: David A. Hammerman Attn: Annemarie V. Reilly Attn: Hugh K. Murtagh 885 Third Avenue New York, New York 10022-4834 Fax: 212-751-4864	Attn: Timothy A. ("Tad") Davidson II Attn: Ashley L. Harper 600 Travis Street, Suite 4200 Houston, Texas 77002 Fax: 713-220-4285
Co-Counsel to the Debtors	

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.

Exhibit 1

Contract Schedule

Debtor	Creditor	Contract Description	Cure Amount
D & I Silica, LLC	A.F. GELHAR, Co. Inc.	Road Upgrade and Maintenance Agreement	$0
D & I Silica, LLC	A.F. GELHAR, Co. Inc.	Agreement to Assume Responsibilities under Highway Agreement	$0
D & I Silica, LLC	A.F. GELHAR, Co. Inc.	Amended and Restated Supply Agreement	$0
Hi-Crush Inc.	ACCOUNTEMPS	STAFFING AGREEMENT, DATED: 03/02/2020	$0
Hi-Crush Services LLC	ADP, LLC	GUARANTEED PRICE AGREEMENT, DATED: 09/13/2019	$0
Hi-Crush Inc.	AGRA INDUSTRIES, INC.	MANUFACTURE AND SUPPLY AGREEMENT, DATED: 07/24/2019	$0
D & I Silica, LLC	ALAN GERKE & SONS INC.	EXCAVATION SERVICES AGREEMENT, DATED: 07/01/2017	$0
D & I Silica, LLC	ALAN GERKE & SONS INC.	HAULING AND TRANSLOADING AGREEMENT, DATED: 02/01/2018	$0
Hi-Crush Permian Sand LLC	ANADARKO PETROLEUM CORPORATION	MASTER SERVICE AGREEMENT AND ALL RELATED WORK ORDERS, DATED: 06/22/2017	$0
Hi-Crush LMS LLC	ANSCHUTZ EXPLORATION CORPORATION	MASTER SERVICE AGREEMENT AND ALL RELATED WORK ORDERS, DATED: 12/16/2019	$0
BulkTracer Holdings LLC	APACHE CORPORATION	ORDER FORM FOR SAND SERVICE, DATED: 06/18/2020	$0
BulkTracer Holdings LLC	APACHE CORPORATION	ORDER FORM FOR WATER SERVICE, DATED: 06/19/2020	$0
BulkTracer Holdings LLC	APACHE CORPORATION	SOFTWARE AS A SERVICE AGREEMENT, DATED: 01/01/2019	$0
Hi-Crush Services LLC	ASAP DRUG SOLUTIONS	ASAP/ANADARKO CONTRACTOR CONSORTIUM (APCCP) COMPANY MEMBER AGREEMENT, DATED: 10/12/2018	$0
Hi-Crush Services LLC	ASCENDE WEALTH ADVISORS, INC.	RETIREMENT PLAN ADVISORY SERVICES AGREEMENT, DATED: 01/01/2016	$0

Debtor	Creditor	Contract Description	Cure Amount
Hi-Crush Services LLC	AXIOM MEDICAL CONSULTING, LLC	MASTER SERVICES AGREEMENT AND ALL RELATED STATEMENTS OF WORK, DATED: 06/13/2017	$0
Hi-Crush Proppants LLC	BAND BOX CLEANERS & LAUNDRY INC.	GARMENT RENTAL AGREEMENT, DATED: 04/15/2020	393
Hi-Crush Blair LLC	BENEDICT, GREG	ROYALTY AGREEMENT, DATED: 12/11/2014	$0
Hi-Crush Augusta LLC	BETHKE FARMS, LLC	ROYALTY AGREEMENT AND ALL RELATED AMENDMENTS, DATED: 05/03/2012	$0
Hi-Crush Services LLC	BHP BILLITON PETROLEUM(DEEPWATER) INC	OFFICE SUBLEASE - 1330 POST OAK	$55,083
D & I Silica, LLC	BJ SERVICES, LLC	SUPPLY AGREEMENT AND ALL RELATED AMENDMENTS, DATED: 07/01/2017	$0
Hi-Crush Inc.	BLACKLINE SYSTEMS, INC.	SOFTWARE SUBSCRIPTION AGREEMENT, DATED: 03/31/2014	$0
Hi-Crush Services LLC	BOURQUE DATA SYSTEMS INC.	SOFTWARE LICENSE AND SERVICES AGREEMENT AND ALL RELATED AMENDMENTS, DATED: 01/22/2019	$0
Pronghorn Logistics, LLC	BOUTWELL, LEWIS R. & KRYSTA	LEASE AGREEMENT - 202 E. ANTELOPE ROAD, DATED: 04/16/2020	$0
D & I Silica, LLC	BUFFALO & PITTSBURGH RAILROAD, INC.	LAND/TRACK LEASE (NON-HAZARDOUS) AGREEMENT NUMBER 2098076, DATED: 12/11/2009	$0
Hi-Crush Inc.	CAMDEN DEVELOPMENT, INC.,	CORPORATE APARTMENT RENTAL - 1200 POST OAK BLVD #704, DATED: 04/23/2019	$0
D & I Silica, LLC	CANADIAN NATIONAL RAILWAY COMPANY	CONFIDENTIAL TRANSPORATION MASTER AGREEMENT, DATED: 01/01/2020	$0
Hi-Crush Whitehall LLC	CATERPILLAR FINANCIAL SERVICES CORPORATION	EQUIPMENT LEASE NUMBER 001-0863811-000	$0
Hi-Crush Whitehall LLC	CATERPILLAR FINANCIAL SERVICES CORPORATION	EQUIPMENT LEASE NUMBER 001-0863811-001	$0
Hi-Crush Whitehall LLC	CATERPILLAR FINANCIAL SERVICES CORPORATION	EQUIPMENT LEASE NUMBER 001-0874256-000	$0
Hi-Crush Augusta LLC	CATERPILLAR FINANCIAL SERVICES CORPORATION	EQUIPMENT LEASE NUMBER 001-0917698-000	$0

Debtor	Creditor	Contract Description	Cure Amount
Hi-Crush Whitehall LLC	CATERPILLAR FINANCIAL SERVICES CORPORATION	EQUIPMENT LEASE NUMBER 001-0922011-000	$0
Hi-Crush Whitehall LLC	CATERPILLAR FINANCIAL SERVICES CORPORATION	EQUIPMENT LEASE NUMBER 001-0936996-000	$0
Hi-Crush Permian Sand LLC	CATERPILLAR FINANCIAL SERVICES CORPORATION	EQUIPMENT LEASE NUMBER 001-0940123-000	$0
Hi-Crush Wyeville Operating LLC	CATERPILLAR FINANCIAL SERVICES CORPORATION	EQUIPMENT LEASE NUMBER 001-1004096-000	$0
Hi-Crush Wyeville Operating LLC	CATERPILLAR FINANCIAL SERVICES CORPORATION	EQUIPMENT LEASE NUMBER 001-1031086-000	$0
Hi-Crush Permian Sand LLC	CENTENNIAL RESOURCE PRODUCTION, LLC	SAND SUPPLY AGREEMENT, DATED: 07/28/2017	$0
Hi-Crush Wyeville Operating LLC	CHAMBERS, EVERETT E.	ROYALTY AGREEMENT AND ALL RELATED AMENDMENTS, DATED: 01/10/2011	$0
D & I Silica, LLC	CHAMPION ENERGY SERVICES	COMMERCIAL ENERGY SALES AGREEMENT, DATED: 03/05/2018	$0
Hi-Crush LMS LLC	CHARCO III INC.	TRAILER INTERCHANGE AGREEMENTS	$0
Pronghorn Logistics, LLC	CHESAPEAKE OPERATING, L.L.C.	MASTER SERVICE AGREEMENT AND ALL RELATED STATEMENTS OF WORK, DATED: 10/26/2018	$0
Hi-Crush Inc.	CHESAPEAKE OPERATING, L.L.C.	MASTER SERVICE AGREEMENT, DATED: 11/09/2018	$0
Hi-Crush LMS LLC	CHEVRON U.S.A INC.	MASTER SERVICE AGREEMENT AND ALL RELATED WORK ORDERS, DATED: 04/15/2017	$0
Hi-Crush Inc.	CINTAS CORPORATION	National First Aid and Safety Agreement	$0
D & I Silica, LLC	CINTAS CORPORATION	STANDARD UNIFORM RENTAL SERVICE AGREEMENT	$13,055
D & I Silica, LLC	CITY OF BIG SPRING	INDUSTRIAL PARK LEASE AND RENEWAL, DATED: 02/01/2014	$1,605
Hi-Crush Whitehall LLC	CLATT, DAVID AND MARIE	ROYALTY AGREEMENT, DATED: 07/06/1905	$0
Hi-Crush LMS LLC	CNX RESOURCES CORPORATION	MASTER SERVICE AGREEMENT AND ALL RELATED AMENDMENTS AND AGREEMENTS, DATED: 12/27/2018	$0

Debtor	Creditor	Contract Description	Cure Amount
Hi-Crush Inc.	CONSTELLATION NEWENERGY - GAS DIVISION, LLC	MASTER RETAIL GAS SALES AGREEMENT & ALL AMENDMENTS, DATED: 12/01/2012	$106,459
Hi-Crush Services LLC	CORNERSTONE ONDEMAND, INC.	MASTER AGREEMENT AND ALL RELATED STATEMENTS OF WORK, DATED: 07/13/2018	$0
Hi-Crush Services LLC	DE LAGE LADEN FINANCIAL SERVICES, INC.	COPIER CONTRACT NUMBER 25559381, DATED: 05/07/2019	$0
Hi-Crush Services LLC	DE LAGE LADEN FINANCIAL SERVICES, INC.	COPIER LEASE AGREEMENT NUMBER 500-50056518, DATED: 01/29/2020	$0
Hi-Crush Services LLC	DE LAGE LADEN FINANCIAL SERVICES, INC.	COPIER LEASE AGREEMENT NUMBER FTW54693T-001, DATED: 07/15/2015	$0
Hi-Crush Services LLC	DE LAGE LADEN FINANCIAL SERVICES, INC.	COPIER LEASE AGREEMENT NUMBER FTW74225-001, DATED: 03/24/2016	$0
Hi-Crush Permian Sand LLC	DEERE CREDIT, INC.	EQUIPMENT LEASE AGREEMENT (S/N 341140)	$0
Hi-Crush Permian Sand LLC	DEERE CREDIT, INC.	EQUIPMENT LEASE AGREEMENT (S/N 342902)	$0
Hi-Crush Augusta LLC	DEINES, TYLER V. & PALUMBO, DOROTHY G.	ROYALTY AGREEMENT AND ALL RELATED AMENDMENTS, DATED: 08/01/2012	$0
Hi-Crush Inc.	DELOITTE & TOUCHE LLP	ENGAGEMENT LETTER FOR FINANCIAL REPORTING, DATED: 04/14/2020	$0
Hi-Crush LMS LLC	DEVON ENERGY PRODUCTION COMPANY, L.P.	MASTER TRANSPORTATION SERVICE AGREEMENT AND ALL RELATED WORK ORDERS, DATED: 03/27/2019	$0
Hi-Crush Services LLC	DISA GLOBAL SOLUTIONS, INC.	EMPLOYEE DRUG TESTING AGREEMENT, DATED: 03/26/2020	$0
Hi-Crush Services LLC	DRUG TESTS IN BULK.COM	CREDIT APPLICATION AND AGREEMENT FORM, DATED: 08/15/2019	$0
Pronghorn Logistics, LLC	ENCANA OIL & GAS (USA) INC.	MASTER TRANSPORTATION SERVICE AGREEMENT AND ALL RELATED SERVICE ORDERS, DATED: 02/11/2018	$0
Hi-Crush Inc.	ENDECO ENGINEERS, INC.	LICENSE AGREEMENT	$0
Pronghorn Logistics, LLC	EOG RESOURCES, INC.	MASTER SERVICE AGREEMENT AND ALL RELATED WORK ORDERS AND AGREEMENTS, DATED: 11/30/2018	$0

Debtor	Creditor	Contract Description	Cure Amount
Hi-Crush Permian Sand LLC	EOG RESOURCES, INC.	SAND PURCHASE AGREEMENT, DATED: 02/13/2017	$0
Hi-Crush Augusta LLC	ERDMAN, DALE AND GERALDINE	ROYALTY AGREEMENT AND ALL RELATED AMENDMENTS, DATED: 04/30/2012	$0
Hi-Crush LMS LLC	EXCESS OILFIELD EQUIPMENT LLC	COMMERCIAL LEASE - 258 PLEASANTON PARK LANE, DATED: 06/20/2020	$0
Hi-Crush Inc.	FASTENAL COMPANY	TERMS AND CONDITIONS GOVERNING A SUPPLY AGREEMENT, DATED: 02/01/2019	$0
Hi-Crush Inc.	FIRST INSURANCE FUNDING CORPORATION	COMMERCIAL PREMIUM FINANCE AGREEMENT	$0
Hi-Crush Blair LLC	GOODFELLOW CORPORATION	EQUIPMENT LEASE (S/N EA1812173)	$0
D & I Silica, LLC	GRANITE PEAK TRANSLOADING LLC	STORAGE AND TRANSLOADING SERVICES AGREEMENT, DATED: 09/01/2018	$0
Hi-Crush Whitehall LLC	GUNDERSON, GARY AND BONNIE	ROYALTY AGREEMENT AND ALL RELATED AMENDMENTS, DATED: 10/03/2013	$0
Hi-Crush Blair LLC	GUZA, ED AND SHIRLY	ROYALTY AGREEMENT, DATED: 10/28/2014	$0
Hi-Crush Whitehall LLC	HAAS, AUDREY	ROYALTY AGREEMENT, DATED: 03/28/2013	$0
Hi-Crush Whitehall LLC	HAAS, ERIC	ROYALTY AGREEMENT, DATED: 03/28/2013	$0
D & I Silica, LLC	HALLIBURTON ENERGY SERVICES INC.	MASTER SERVICE AGREEMENT AND ALL RELATED WORK ORDERS AND AGREEMENTS, DATED: 01/01/2018	$0
Hi-Crush Services LLC	HAZARD SCOUT LLC DBA ISCOUT	SOFTWARE SUBSCRIPTION AGREEMENT, DATED: 05/08/2020	$0
Pronghorn Logistics, LLC	HERC RENTALS INC.	RENTAL AGREEMENT FOR FORKLIFT, DATED: 04/25/2018	$0
Hi-Crush Services LLC	HSA BANK, A DIVISION OF WEBSTER BANK, N.A.	HSA BANK SERVICES AGREEMENT, DATED: 01/20/2020	$0
Hi-Crush Inc.	ICR, LLC	LEGAL, TAX AND SECURITIES CONSULTING, DATED: 09/21/2012	$0
Hi-Crush Augusta LLC	INTEGRYS ENERGY SERVICES - NATURAL GAS, LLC	MASTER RETAIL GAS SALES AGREEMENT, DATED: 07/17/2012	$0
Hi-Crush Inc.	KNOWBE4, INC.	SOFTWARE SUBSCRIPTION AGREEMENT	$304

Debtor	Creditor	Contract Description	Cure Amount
Hi-Crush Augusta LLC	KOTSCHI, STEVEN AND MARY	ROYALTY AGREEMENT, DATED: 08/01/2012	$0
D & I Silica, LLC	LHAGS, DBA LTE RAIL SERVICES	LOCOMOTIVE NET LEASE AGREEMENT, DATED: 11/29/2018	$0
Hi-Crush Permian Sand LLC	LIBERTY OILFIELD SERVICES, LLC	SUPPLY AGREEMENT, DATED: 07/01/2018	$0
PropDispatch LLC	LIBERTY OILFIELD SERVICES, LLC	TERMS OF USE AND LICENSE AGREEMENT, DATED: 01/01/2015	$0
Hi-Crush Inc.	LOBO LOGISTICS, INC	NEXSTAGE EQUIPMENT RENTAL AGREEMENT, DATED: 12/19/2019	$0
D & I Silica, LLC	MAHONING VALLEY RAILWAY COMPANY	RAILCAR STORAGE AGREEMENT, DATED: 04/24/2020	$0
Hi-Crush Inc.	MARATHON OIL COMPANY	MASTER SERVICE AGREEMENT AND ALL RELATED WORK ORDERS, DATED: 10/23/2019	$0
Hi-Crush Inc.	MELTWATER NEWS US INC.	MELTWATER SERVICES, DATED: 10/19/2018	$0
Hi-Crush Inc.	MERRILL COMMUNICATIONS LLC	MERRILL DATASITEONE STATEMENT OF WORK, DATED: 03/16/2020	$0
Hi-Crush Services LLC	METROPOLITAN LIFE INSURANCE COMPANY	HR VENDOR AGREEMENT	$0
Hi-Crush Services LLC	MI GROUP, INC.	HR VENDOR AGREEMENT	$0
D & I Silica, LLC	NATIONAL RAILWAY EQUIPMENT CO.	LOCOMOTIVE LEASE AGREEMENT, DATED: 09/05/2017	$37,627
Pronghorn Logistics, LLC	NEWPARK MATS AND INTEGRATED SERVICES LLC	EXCLUSIVE SUPPLIER ARRANGEMENT, DATED: 01/07/2020	$140
D & I Silica, LLC	NORFOLK SOUTHERN RAILWAY COMPANY	LEASE AGREEMENT AND ALL AMENDMENTS - MILEPOST R0-22.00, DATED: 02/05/2013	$0
D & I Silica, LLC	NORFOLK SOUTHERN RAILWAY COMPANY	TRANSPORTATION CONTRACT REG-NS-C-20399 AND ALL RELATED AMENDMENTS	$0
Pronghorn Logistics, LLC	OASIS WELL SERVICES LLC	MASTER SERVICE AGREEMENT AND ALL RELATED WORK ORDERS, DATED: 11/16/2017	$0
D & I Silica, LLC	OHI-RAIL CORP	LAND LEASE AGREEMENT, DATED: 10/31/2016	$0

Debtor	Creditor	Contract Description	Cure Amount
D & I Silica, LLC	OHI-RAIL CORP	RAILCAR STORAGE AND SWITCHING AGREEMENT, DATED: 05/23/2017	$0
D & I Silica, LLC	OHI-RAIL CORP	TRACK RENTAL AGREEMENT, DATED: 05/23/2017	$0
PropDispatch LLC	PATTERSON-UTI MANAGEMENT SERVICES, LLC	TERMS OF USE AND LICENSE AGREEMENT, DATED: 02/02/2017	$0
Hi-Crush Inc.	PETROLEUM CONNECTION	MOBILE PROCESSING UNIT MARKETING AGREEMENT, DATED 02/17/2020	$0
Hi-Crush Inc.	PETROLEUM CONNECTION	SAND SALES MARKETING AGREEMENT AND ALL RELATED AMENDMENTS, DATED 07/24/19	$0
Hi-Crush Augusta LLC	PETTIS, JOHN AND THERESA	ROYALTY AGREEMENT, DATED: 05/24/2012	$0
Hi-Crush Services LLC	PIONEER CONTRACT SERVICES, INC.	OFFSITE RECORDS STORAGE AGREEMENT, DATED: 08/22/2019	$498
Hi-Crush Inc.	PRICEWATERHOUSECOOPERS LLP	ENGAGEMENT LETTER FOR FINANCIAL REPORTING, DATED: 04/08/2020	$0
Hi-Crush LMS LLC	PROPPANT EXPRESS SOLUTIONS, LLC	AMENDED AND RESTATED EQUIPMENT LEASE AGREEMENT, DATED: 09/01/2019, AS AMENDED	$934,666
Hi-Crush LMS LLC	PROPPANT EXPRESS SOLUTIONS, LLC	COMMITTED EQUIPMENT SUPPLY AND LEASE AGREEMENT, DATED: 01/01/2020	$0
BulkTracer Holdings LLC	PROPPANT EXPRESS SOLUTIONS, LLC	MASTER SOFTWARE AGREEMENT, DATED 07/03/2020	$0
BulkTracer Holdings LLC	PROPPANT EXPRESS SOLUTIONS, LLC	SOFTWARE AS A SERVICE AGREEMENT, DATED: 01/01/2020	$0
D & I Silica, LLC	QS PECOS, LLLP	ROYALTY AGREEMENT, DATED: 04/24/2017	$0
Hi-Crush Blair LLC	QUARNE FAMILY LLC	ROYALTY AGREEMENT, DATED: 03/19/2015	$0
Hi-Crush Blair LLC	RABBIT RUN LLC	ROYALTY AGREEMENT	$0
Hi-Crush Inc.	RAILTRONIX LLC	LETTER AGREEMENT, DATED: 05/01/2016	$0
Hi-Crush Whitehall LLC	RAYMOND AND KAREN CLAPP LIVING TRUST	ROYALTY AGREEMENT, DATED: 05/16/2013	$0
Hi-Crush Inc.	ROTEX GLOBAL LLC	TERMS OF SUPPLY AGREEMENT, DATED: 10/07/2019	$0

Debtor	Creditor	Contract Description	Cure Amount
Hi-Crush Services LLC	RS ENERGY GROUP, INC.	INFORMATION SERVICES SUBSCRIPTION AGREEMENT, DATED: 03/26/2019	$0
Hi-Crush Wyeville Operating LLC	RUTLIN, KURT AND JILL	PURCHASE AND SALE AGREEMENT, DATED: 10/24/2014	$0
Hi-Crush Whitehall LLC	RYAN, GENE	ROYALTY AGREEMENT, DATED: 03/28/2013	$0
Hi-Crush Services LLC	RYSTAD ENERGY INC.	DATABASE SUBSCRIPTION AGREEMENT	$0
Hi-Crush Services LLC	SALUS TECHNOLOGIES USA INC.	SOFTWARE SUBSCRIPTION AGREEMENT, DATED: 01/31/2020	$0
Hi-Crush Inc.	SIRIUS SOLUTIONS, L.L.L.P	ENGAGEMENT LETTER FOR LEASE ACCOUNTING SERVICES, DATED: 04/30/2020	$96,860
Hi-Crush Inc.	SKILLSURVEY, INC.	HR VENDOR AGREEMENT, DATED: 12/02/2019	$0
PropDispatch LLC	SMARTCHAIN SOLUTIONS LLC	TERMS AND CONDITIONS AND SOFTWARE LICENSE TERM SHEET, DATED: 01/07/2019	$0
PropDispatch LLC	SSH LOGISTICS	SUBSCRIPTION SERVICES AGREEMENT, DATED: 02/27/2020	$0
PropDispatch LLC	STEP ENERGY SERVICES LTD.	TERMS AND CONDITIONS AND SOFTWARE LICENSE TERM SHEET, DATED: 11/01/2018	$0
Hi-Crush Inc.	SUPERIOR INDUSTRIES, INC.	MANUFACTURE AND SUPPLY AGREEMENT, DATED: 12/27/2019	$954
D & I Silica, LLC	SWN WELL SERVICES LLC	MASTER SERVICE AGREEMENT AND ALL RELATED WORK ORDERS, DATED: 01/01/2019	$0
D & I Silica, LLC	SWN WELL SERVICES LLC	SAND SUPPLY AGREEMENT AND ALL RELATED AMENDMENTS, DATED: 01/01/2019	$0
Hi-Crush Inc.	TALBOT PREMIUM FINANCING, LLC	COMMERCIAL INSURANCE PREMIUM FINANCE AND SECURITY AGREEMENT	$0
Hi-Crush Proppants LLC	TALBOT PREMIUM FINANCING, LLC	COMMERCIAL INSURANCE PREMIUM FINANCE AND SECURITY AGREEMENT	$0
Hi-Crush LMS LLC	TARGET LOGISTICS MANAGEMENT, LLC DBA TARGET HOSPITALITY	EXCLUSIVE MASTER LEASE AND SERVICES AGREEMENT	$0

Debtor	Creditor	Contract Description	Cure Amount
Pronghorn Logistics, LLC	TAYLOR LEASING CORPORATION	FORKLIFT RENTAL AGREEMENT (S/N 41870)	$0
Pronghorn Logistics, LLC	TAYLOR LEASING CORPORATION	FORKLIFT RENTAL AGREEMENT (S/N 42278)	$0
Pronghorn Logistics, LLC	TAYLOR LEASING CORPORATION	FORKLIFT RENTAL AGREEMENT (S/N 42285)	$0
Pronghorn Logistics, LLC	TAYLOR LEASING CORPORATION	FORKLIFT RENTAL AGREEMENT (S/N 42868)	$0
Pronghorn Logistics, LLC	TAYLOR LEASING CORPORATION	FORKLIFT RENTAL AGREEMENT (S/N 42869)	$0
Pronghorn Logistics, LLC	TAYLOR LEASING CORPORATION	FORKLIFT RENTAL AGREEMENT (S/N 42905)	$0
Hi-Crush Services LLC	TEXAS BUSINESS SOLUTIONS	SERVICE AGREEMENT FOR COPIERS, DATED: 05/07/2019	$484
D & I Silica, LLC	THE COLUMBUS & OHIO RIVER RAIL ROAD COMPANY	LAND/TRACK LEASE - SIDETRACK AGREEMENT (NON-HAZARDOUS), DATED: 09/19/2011	$0
Hi-Crush LMS LLC	THE KUNKLE GROUP LLC	TRAILER INTERCHANGE AGREEMENTS, DATED: 03/19/2020	$3,214
Hi-Crush Services LLC	THE LINCOLN NATIONAL LIFE INSURANCE COMPANY	HR VENDOR AGREEMENT, DATED: 07/01/2017	$0
Hi-Crush Blair LLC	THE ROBERT E. AND GRETCHEN W. CHALSMA TRUST	ROYALTY AGREEMENT, DATED: 10/28/2014	$0
Hi-Crush Services LLC	TOTAL ADMINISTRATIVE SERVICES CORPORATION	SUBSCRIPTION AGREEMENT, DATED: 10/16/2018	$0
Hi-Crush Proppants LLC	TOWN OF BRIDGE CREEK	MINING AGREEMENT, DATED: 02/07/2012	$0
Hi-Crush Blair LLC	TOWN OF PRESTON, WISCONSIN ATTN: TOWN CLERK	ROYALTY AGREEMENT, DATED: 01/01/2017	$0
Hi-Crush Blair LLC	TOWN OF SPRINGFIELD ATTN: TOWN CLERK	ROYALTY AGREEMENT	$0
D & I Silica, LLC	TRANSPORT HANDLING SPECIALISTS	LICENSE AGREEMENT, DATED: 03/01/2014	$0
D & I Silica, LLC	U.S. WELL SERVICES, LLC	AMENDED AND RESTATED SUPPLY AGREEMENT AND ALL RELATED AMENDMENTS, DATED: 04/01/2015	$0
D & I Silica, LLC	UNION PACIFIC RAILROAD COMPANY	CONFIDENTIAL RAIL TRANSPORTATION CONTRACT, DATED: 09/01/2017	$0

Debtor	Creditor	Contract Description	Cure Amount
Hi-Crush Services LLC	UNITEDHEALTHCARE INSURANCE COMPANY	HR VENDOR AGREEMENT, DATED: 07/01/2019	$0
Hi-Crush Services LLC	VISION SERVICE PLAN INSURANCE COMPANY	HR VENDOR AGREEMENT, DATED: 07/01/2019	$0
Hi-Crush Services LLC	WAGEWORKS, INC.	HR VENDOR AGREEMENT, DATED: 11/01/2018	$0
Hi-Crush Whitehall LLC	WALDERA, DEREK	ROYALTY AGREEMENT AND ALL RELATED AMENDMENTS, DATED: 10/31/2013	$0
Hi-Crush Whitehall LLC	WALDERA, THOMAS	ROYALTY AGREEMENT AND ALL RELATED AMENDMENTS, DATED: 10/31/2013	$0
Pronghorn Logistics, LLC	WEBER, DAVID A.	LEASE AGREEMENT FOR EQUIPMENT STORAGE YARD - 1590 F N HARVEY MITCHELL PARKWAY, DATED: 02/27/2020	$0
Hi-Crush Inc.	WELLS FARGO VENDOR FINANCIAL SERVICES, LLC	EQUIPMENT LEASE (S/N B3TR14980)	$0
D & I Silica, LLC	WELLS FARGO VENDOR FINANCIAL SERVICES, LLC	EQUIPMENT LEASE NUMBER 3343, DATED: 03/25/2014	$0
Hi-Crush Inc.	WEST EPLEY LLC	LEASE FOR OFFICE BUILDING IN ODESSA, TX, DATED: 06/01/2018	$0
Hi-Crush Augusta LLC	WHALEY, JOHN	ROYALTY AGREEMENT, DATED: 05/24/2012	$0
Hi-Crush Augusta LLC	WHALEY, PAUL	ROYALTY AGREEMENT, DATED: 05/24/2012	$0
D & I Silica, LLC	WILDCAT MINERALS LLC	SAND TRANSLOAD AGREEMENT AND ALL RELATED AMENDMENTS, DATED: 12/01/2019	$0
Pronghorn Logistics, LLC	ZINGLE, MEDALLIA	SOFTWARE AS A SERVICE AGREEMENT, DATED: 07/12/2019	$0
Hi-Crush Inc.	ZION BANCORPORATION, N. A.	FOREIGN EXCHANGE AGREEMENT, DATED: 09/11/2019	$0
Total			**$1,251,343**

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

In re:	:	Chapter 11
HI-CRUSH INC., *et al.*,[1]	:	Case No. 20-33496 (DRJ)
Debtors.	:	(Jointly Administered)

DEBTORS' PRELIMINARY OBJECTION, SOLELY FOR PURPOSES OF THE RIGHTS OFFERING, TO CLAIMS FILED BY CIG ODESSA, LLC

This is an objection to your claim. This objection asks the Court to disallow the claim that you filed in this bankruptcy case. If you do not file a response within 30 days after the objection was served on you, your claim may be disallowed without a hearing.

A hearing has been set on this matter on September 23, 2020 at 2:00 p.m. (CT). You may participate in the hearing by audio/video connection.

Audio communication will be by use of the Court's regular dial-in facility. You may access the facility at (832) 917-1510. You will be responsible for your own long-distance charges. Once connected, you will be asked to enter the conference room number. Judge Jones's conference room number is 205691.

You may view video via GoToMeeting. To use GoToMeeting, the Court recommends that you download the free GoToMeeting application. To connect, you should enter the meeting Code "JudgeJones" in the GoToMeeting app or click the link on Judge Jones's home page on the Southern District of Texas website. Once connected, click the settings icon in the upper right corner and enter your name under the personal information setting.

Hearing appearances must be made electronically in advance of the hearing. To make your electronic appearance, go to the Southern District of Texas website and select "Bankruptcy Court" from the top menu. Select "Judges' Procedures," then "View Home

[1] 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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The above-captioned debtors and debtors in possession (collectively, the "**Debtors**") respectfully submit this preliminary objection (the "**Objection**") to the general unsecured claims (the "**Claims**") asserted by CIG Odessa, LLC ("**Claimant**") against Debtors D & I Silica, LLC ("**D & I**") and Hi-Crush Inc., solely for purposes of determining Claimant's eligibility to participate in the Rights Offering (as defined below), and state as follows:

BACKGROUND

A. The Chapter 11 Cases

1. On July 12, 2020 (the "**Petition Date**"), the Debtors filed voluntary petitions commencing cases for relief under chapter 11 of title 11 of the United States Code, 11 U.S.C. §§ 101–1532 (the "**Bankruptcy Code**"). 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* (the "**First Day Declaration**") [Docket No. 24], which is fully incorporated herein by reference.

2. 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.

3. On July 13, 2020, the Court entered the *Order (I) Establishing (A) Bar Dates and (B) Related Procedures for Filing Proofs of Claim, (II) Approving the Form and Manner of Notice Thereof and (III) Granting Related Relief* [Docket No. 88], establishing August 16, 2020 as the general bar date for filing proofs of claim in the Chapter 11 Cases.

4. On August 4, 2020, the Court entered the *Order Authorizing the Debtors to (I) Reject Certain Executory Contracts and Unexpired Leases Effective as of the Dates Specified in the Motion and (II) Abandon Certain Remaining Personal Property in Connection Therewith* [Docket No. 210] (the "**Omnibus Rejection Order**") authorizing the Debtors' rejection of the Ground Lease Agreement (the "**Ground Lease**") and Storage and Transloading Services Agreement (the "**Services Agreement**"), each dated September 23, 2015, between Claimant and Debtor D & I.[2]

B. The Rights Offering Procedures

5. On August 14, 2020, the Court entered 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. 288] (the "**Disclosure Statement Order**"), whereby the Court approved, among other things, (i) the commencement of the rights offering (the "**Rights Offering**") contemplated under the Debtors' plan of reorganization[3], and (ii) the Rights Offering Procedures, the form of Rights Exercise Form,

[2] The Omnibus Rejection Order expressly provides that nothing therein "shall prejudice the rights of the Debtors to argue (and the Counterparties to raise objection thereto) that any of the Rejected Contracts and Leases were terminated prior to the Petition Date . . . ." *See* Omnibus Rejection Order, ¶ 10.

[3] A copy of the *Joint Plan of Reorganization for Hi-Crush Inc. and its Affiliate Debtors Under Chapter 11 of the Bankruptcy Code* (the "**Plan**") is filed at Docket No. 289. Capitalized terms used but not defined herein shall have the meanings set forth in the Plan.

and the form of AI Questionnaire (each, as defined in the Disclosure Statement Order). A copy of the Rights Offering Procedures is attached as Exhibit E to the Plan.

6. The Rights Offering Procedures provide, in pertinent part, that each holder of an Eligible Claim (as defined below) as of September 4, 2020 (the "**Rights Offering Record Date**") that is an Accredited Investor (each such holder, a "**Rights Offering Participant**") will be entitled to purchase such Rights Offering Participant's *pro rata* share of the new secured convertible notes to be issued by the Reorganized Debtors on the Effective Date (the "**New Secured Convertible Notes**").

7. With respect to General Unsecured Claims, the Rights Offering Procedures provide, in pertinent part, that an "Eligible Claim" is any General Unsecured Claim that is "Allowed" (as defined in the Rights Offering Procedures). Such terms is defined as follows in the Rights Offering Procedures:

> "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 (which is September 4, 2020)*.

See Rights Offering Procedures, § 1.

8. The Rights Offering Procedures further provide that, if the Eligible General Unsecured Claim of a Rights Offering Participant is not an Allowed General Unsecured Claim on

the date that is one business day after the Confirmation Hearing (a "**Rights Offering Forfeiture Event**"), then (i) such Rights Offering Participant's rights that were issued on account of such Eligible General Unsecured Claim shall be deemed terminated, (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 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. *See* Rights Offering Procedures, § 6.

9. On August 20, 2020, the Debtors' caused to be mailed to each holder of an Eligible General Unsecured Claim an AI Questionnaire. *See* Certificate of Service, § 4(f) [Docket No. 328]. The Debtors expect to commence the Rights Offering in accordance with the Rights Offering Procedures on September 9, 2020.

C. The Proofs of Claim and the Pending Arbitration

10. The Claims asserted by Claimant relate to certain disputes arising between the parties under the Ground Lease and the Services Agreement, which disputes were the subject of pending arbitration prior to the Petition Date before the American Arbitration Association under Case No. 01-20-000-7464, *CIG Odessa, LLC v. D & I Silica, LLC and Hi-Crush Inc.*

11. On August 14, 2020, Claimant filed two proofs of claim: (i) proof of claim number 507 asserting a General Unsecured Claim against Debtor D & I in the amount of $8,892,656.38 and (ii) proof of claim number 508 asserting a General Unsecured Claim against Debtor Hi-Crush Inc. in the amount of $8,892,656.38 (together, the "**Proofs of Claim**"). Claimant asserts, through Proof of Claim No. 507, that D & I failed to perform under various contracts, including the Ground Lease and the Services Agreement and, as a result, is liable to Claimant in amount of not less than $8,892,656.38, plus interest, costs, and attorneys' fees as may be allowed. *See* Proof of Claim No. 507. Of this amount, Claimant asserts that $1,168,928.19 is owed to Claimant for past due amounts

under the Ground Lease and Services Agreement, and $7,723,728.19 is owed to Claimant for "mandatory future minimum volumes" under such agreements. *See id.* Claimant further asserts that Hi-Crush Inc. guaranteed all amounts under such agreements and, therefore, Hi-Crush Inc. is likewise liable to Claimant in the amount of $8,892,656.38. *See* Proof of Claim No. 508.

PRELIMINARY OBJECTION

A. Preliminary Objection Solely for Purposes of the Rights Offering

12. As discussed above, the Debtors are required to object to the Proofs of Claim by no later than September 4, 2020 pursuant to the Rights Offering Procedures in order to determine the proper eligibility of the Claimant to participate in the Rights Offering.

13. Accordingly, in compliance with the Rights Offering Procedures, the Debtors have filed this Objection solely for purposes of determining the Allowed amount of Claimant's General Unsecured Claim for purposes of the Rights Offering. The Debtors reserve all rights to object to the allowance of such claims for purposes of the Plan and any distributions thereunder in accordance with the claims objection deadlines set forth in the Plan.

14. The Debtors are still in the process of analyzing the Proofs of Claim and reconciling the amounts asserted therein with the amounts reflected in the Debtors' books and records. Upon preliminary review, however, the Debtors believe that the amount asserted by Claimant in the Proofs of Claim is well in excess of any potential liability that the Debtors may have to Claimant. As an initial matter, it is undisputed that Claimant terminated the Services Agreement on January 15, 2020, and the Ground Lease and Services Agreement make clear that no liability with respect to shortfalls relating to the minimum commitments under the Services Agreement accrues post-termination.[4] As such, there is no basis for Claimant's assertion that $7,723,728.19 is owed for

[4] Copies of Ground Lease and Services Agreement are available upon request.

"mandatory future minimum volumes" under the Ground Lease and/or the Services Agreement. In addition, the Debtors also dispute the $1,168,928.19 that the Claimant asserts is owed by D & I for past due amounts under the Ground Lease and Services Agreement. Upon preliminary review, the Debtors believe that, at a minimum, such amount improperly includes approximately $471,000 of shortfall payment obligations that did not survive termination of the Services Agreement because they did not arise prior to termination. Moreover, the Debtors believe that the amounts asserted in Claimant's Proofs of Claim fail to account for certain prepayments made by the Debtors to Claimant under the Ground Lease as well as other mitigating factors.

15. In addition, the Claims set forth in each of the Proofs of Claim stem from the same alleged liability. Proof of Claim No. 507 was filed against D & I as the obligor under the Ground Lease and the Services Agreement and Proof of Claim No. 508 was filed against Hi-Crush Inc. as an alleged guarantor of D & I's obligations (making it duplicative of Proof of Claim No. 507). To the extent any portion of the Claims are Allowed for purposes of the Rights Offering, such amount should be Allowed only once and Claimant should not be granted rights to participate in the Rights Offering with respect to Claims against both D & I and Hi-Crush Inc.

16. For the avoidance of doubt, the Debtors do not concede that they are liable to Claimant for any amounts under the Ground Lease, the Service Agreement, or otherwise. Nevertheless, the Debtors intend to work cooperatively with Claimant prior to the Confirmation Hearing to reach a resolution with respect to allowance of Claimant's Claims solely for purposes of the Rights Offering.

B. Reservation of Rights

17. By this Objection, the Debtors object to the Claims asserted in the Proofs of Claim and request that the Claims be disallowed solely for purposes of the Rights Offering. The Debtors

reserve all rights with respect to allowance of the Claims for purposes of the Plan and any distributions to be made thereunder.

18. As set forth above, the Debtors intend to work cooperatively with Claimant to reach a consensual resolution with respect to the allowance of its Claims solely for purposes of the Rights Offering. If the Debtors and Claimant are unable to reach a consensual resolution, the Debtors request that the Court schedule a status conference to take place at the Confirmation Hearing, at which time the Debtors will seek to establish appropriate procedures for resolving the Claims solely for purposes of the Rights Offering.

[*Remainder of Page Intentionally Left Blank*]

WHEREFORE, for the reasons set forth in the Objection, the Debtors respectfully request that the Court disallow the Claims asserted in the Proofs of Claim solely for purposes of the Rights Offering only or, in the alternative, schedule a status conference for September 23, 2020 at 2:00 p.m. (CT) to address the resolution of the Proofs of Claim.

Signed: September 4, 2020
Houston, Texas

Respectfully Submitted,

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

Timothy A. ("Tad") Davidson II (TX Bar No. 24012503)
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Counsel for the Debtors and Debtors in Possession

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

In re:	:	Chapter 11
HI-CRUSH INC., *et al.*,[1]	:	Case No. 20-33495 (DRJ)
Debtors.	:	(Jointly Administered)

DECLARATION OF MARK C. SKOLOS IN SUPPORT OF DEBTORS' PRELIMINARY OBJECTION, SOLELY FOR PURPOSES OF THE RIGHTS OFFERING, TO CLAIMS FILED BY CIG ODESSA, LLC

I, Mark C. Skolos, hereby declare:

1. I am the General Counsel and Secretary of Hi-Crush Inc. and its direct and indirect subsidiaries (the "**Company**"). I am knowledgeable about and familiar with the Company's businesses and financial affairs.

2. Except as otherwise indicated, the facts set forth in this Declaration are based upon my personal knowledge, my discussions with other employees of the Debtors and/or their advisors, and based upon my experience and knowledge related to the Debtors' business operations and books and records. If called upon to testify, I would testify competently to the facts set forth herein.

[1] 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.

3. I am authorized to submit this Declaration on behalf of the Debtors. I am familiar with the *Debtors' Preliminary Objection, Solely for Purposes of the Rights Offering, to Claims Filed by CIG Odessa, LLC* (the "**Objection**"), filed simultaneously with this Declaration.[2]

4. To the best of my knowledge, information, and belief, the assertions made in the Objection are accurate. I reviewed the Objection, and can confirm that the Company and the Debtors' advisors have reviewed the Debtors' books and records, the Proofs of Claim filed by CIG Odessa, LLC ("**Claimant**"), and the supporting documentation, and have determined that the Debtors dispute the amount asserted in the Proofs of Claim for each of the reasons set forth in the Objection.

5. It is my understanding that, if the Claims are not Disallowed (as defined in the Rights Offering Procedures) for purposes of the Rights Offering, Claimant may be entitled to exercise an unwarranted amount of claims for purposes of the Rights Offering. As such, I believe that disallowance of the Claims for purposes of the Rights Offering is warranted.

Pursuant to 28 U.S.C. § 1746, I declare under penalty of perjury that the facts set forth in the foregoing Declaration are true and correct to the best of my knowledge, information, and belief.

Dated: September 4, 2020

/s/ Mark C. Skolos
Mark C. Skolos
Hi-Crush Inc.

[2] Capitalized terms used but not defined in this declaration shall have the meaning ascribed to them in the Objection

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

In re:	:	Chapter 11
HI-CRUSH INC., *et al.*,[1]	:	Case No. 20-33496 (DRJ)
Debtors.	:	(Jointly Administered)

ORDER SUSTAINING DEBTORS' PRELIMINARY OBJECTION, SOLELY FOR PURPOSES OF THE RIGHTS OFFERING, TO CLAIMS FILED BY CIG ODESSA, LLC

[Relates to Objection at Docket No. _____]

Upon the preliminary objection (the "Objection")[2] of the Debtors seeking entry of an order (this "Order") disallowing the Claims asserted in the Proofs of Claim solely for purposes of the Rights Offering only, all as more fully set forth in the Objection; and upon the Declaration of Mark C. Skolos in support of Debtors' Objection; and the Court having jurisdiction to consider the Objection and the relief requested therein in accordance with 28 U.S.C. § 1334; and consideration of the Objection and the relief requested therein being a core proceeding pursuant to 28 U.S.C. § 157(b); and venue being proper before this Court pursuant to 28 U.S.C. §§ 1408 and 1409; and the Court having found and determined that the relief sought in the Objection is in the best interests of the Debtors, their estates, creditors, and all parties in interest, and that the legal and factual bases

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[2] All capitalized terms used but not otherwise defined herein shall have the meanings ascribed to such terms in the Objection.

set forth in the Objection establish just cause for the relief granted herein; and after due deliberation and sufficient cause appearing therefor, it is

ORDERED THAT:

1. The Claims asserted in the Proofs of Claim are disallowed solely for purposes of the Rights Offering only.

2. Notwithstanding the relief granted in this Order and any actions taken pursuant to such relief, nothing in this Order shall be deemed: (i) an admission as to the validity of any prepetition claim against a Debtor; (ii) a waiver of any party's right to dispute any prepetition claim on any grounds; (iii) a promise or requirement to pay any prepetition claim; (iv) a request or authorization to assume any prepetition agreement, contract, or lease pursuant to section 365 of the Bankruptcy Code; (v) a waiver of any the Debtors' rights under the Bankruptcy Code or any other applicable law; or (vi) a waiver of any party's rights with respect to allowance of the Claims for purposes of the Plan and any distributions to be made thereunder.

3. The terms and conditions of this Order will be immediately effective and enforceable upon its entry.

4. The Debtors are authorized to take all steps necessary or appropriate to effectuate the relief granted pursuant to this Order in accordance with the Objection.

5. This Court shall retain exclusive jurisdiction to hear and determine all matters arising from or related to the implementation, interpretation, or enforcement of this Order.

Signed: _____, 2020

DAVID R. JONES
UNITED STATES BANKRUPTCY JUDGE

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

In re:	:	Chapter 11
HI-CRUSH INC., *et al.*,[1]	:	Case No. 20-33496 (DRJ)
Debtors.	:	(Jointly Administered)

DEBTORS' PRELIMINARY OBJECTION, SOLELY FOR PURPOSES OF THE RIGHTS OFFERING, TO CLAIMS FILED BY CCA FINANCIAL LLC

This is an objection to your claim. This objection asks the Court to disallow the claim that you filed in this bankruptcy case. If you do not file a response within 30 days after the objection was served on you, your claim may be disallowed without a hearing.

A hearing has been set on this matter on September 23, 2020 at 2:00 p.m. (CT). You may participate in the hearing by audio/video connection.

Audio communication will be by use of the Court's regular dial-in facility. You may access the facility at (832) 917-1510. You will be responsible for your own long-distance charges. Once connected, you will be asked to enter the conference room number. Judge Jones's conference room number is 205691.

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The above-captioned debtors and debtors in possession (collectively, the "**Debtors**") respectfully submit this preliminary objection (the "**Objection**") to the general unsecured claims (the "**Claims**") asserted by CCA Financial LLC ("**Claimant**") against Debtors Pronghorn Logistics, LLC ("**Pronghorn**") and Hi-Crush Inc., solely for purposes of determining Claimant's eligibility to participate in the Rights Offering (as defined below), and state as follows:

BACKGROUND

A. The Chapter 11 Cases

1. On July 12, 2020 (the "**Petition Date**"), the Debtors filed voluntary petitions commencing cases for relief under chapter 11 of title 11 of the United States Code, 11 U.S.C. §§ 101–1532 (the "**Bankruptcy Code**"). 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* (the "**First Day Declaration**") [Docket No. 24], which is fully incorporated herein by reference.

2. 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.

3. On July 13, 2020, the Court entered the *Order (I) Establishing (A) Bar Dates and (B) Related Procedures for Filing Proofs of Claim, (II) Approving the Form and Manner of Notice Thereof and (III) Granting Related Relief* [Docket No. 88], establishing August 16, 2020 as the general bar date for filing proofs of claim in the Chapter 11 Cases.

4. On August 4, 2020, the Court entered the *Order Authorizing the Debtors to (I) Reject Certain Executory Contracts and Unexpired Leases Effective as of the Dates Specified in the Motion and (II) Abandon Certain Remaining Personal Property in Connection Therewith* [Docket No. 210] (the "**Omnibus Rejection Order**") authorizing the Debtors' rejection of that certain Master Lease Agreement No. 2723 and Equipment Schedule No. 001, dated as of April 10, 2019, between Summit Funding Group, Inc.[2] and Debtor Pronghorn, and all amendments, supplements, and modifications thereto (collectively, the "**Master Lease**").[3]

B. The Rights Offering Procedures

5. On August 14, 2020, the Court entered 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. 288] (the "**Disclosure Statement Order**"), whereby the Court approved, among other things, (i) the commencement of the rights offering (the "**Rights Offering**") contemplated under the Debtors' plan of reorganization[4], and (ii) the Rights Offering Procedures, the form of Rights Exercise Form,

[2] Pursuant to the Notice of Acknowledgement and Assignment, dated April 10, 2019, Summit Funding Group, Inc. assigned the Master Lease to CCA Financial, LLC.

[3] The Omnibus Rejection Order expressly provides that nothing therein "shall prejudice the rights of the Debtors to argue (and the Counterparties to raise objection thereto) that any of the Rejected Contracts and Leases were terminated prior to the Petition Date . . . ." *See* Omnibus Rejection Order, ¶ 10.

[4] A copy of the *Joint Plan of Reorganization for Hi-Crush Inc. and its Affiliate Debtors Under Chapter 11 of the Bankruptcy Code* (the "**Plan**") is filed at Docket No. 289. Capitalized terms used but not defined herein shall have the meanings set forth in the Plan.

and the form of AI Questionnaire (each, as defined in the Disclosure Statement Order). A copy of the Rights Offering Procedures is attached as Exhibit E to the Plan.

6. The Rights Offering Procedures provide, in pertinent part, that each holder of an Eligible Claim (as defined below) as of September 4, 2020 (the "**Rights Offering Record Date**") that is an Accredited Investor (each such holder, a "**Rights Offering Participant**") will be entitled to purchase such Rights Offering Participant's *pro rata* share of the new secured convertible notes to be issued by the Reorganized Debtors on the Effective Date (the "**New Secured Convertible Notes**").

7. With respect to General Unsecured Claims, the Rights Offering Procedures provide, in pertinent part, that an "Eligible Claim" is any General Unsecured Claim that is "Allowed" (as defined in the Rights Offering Procedures). Such terms is defined as follows in the Rights Offering Procedures:

> "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 (which is September 4, 2020)*.

See Rights Offering Procedures, § 1.

8. The Rights Offering Procedures further provide that, if the Eligible General Unsecured Claim of a Rights Offering Participant is not an Allowed General Unsecured Claim on

the date that is one business day after the Confirmation Hearing (a "**Rights Offering Forfeiture Event**"), then (i) such Rights Offering Participant's rights that were issued on account of such Eligible General Unsecured Claim shall be deemed terminated, (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 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. *See* Rights Offering Procedures, § 6.

9. On August 20, 2020, the Debtors' caused to be mailed to each holder of an Eligible General Unsecured Claim an AI Questionnaire. *See* Certificate of Service, § 4(f) [Docket No. 328]. The Debtors expect to commence the Rights Offering in accordance with the Rights Offering Procedures on September 9, 2020.

C. The Proofs of Claim

10. The Claims asserted by Claimant relate to the rejection of the Master Lease. Claimant filed two proofs of claim: (i) proof of claim number 146, filed on August 5, 2020, asserting a General Unsecured Claim against Debtor Pronghorn in the amount of $2,868,547 and (ii) proof of claim number 352, filed on August 12, 2020, asserting a General Unsecured Claim against Debtor Hi-Crush Inc. in the amount of $2,868,547 (together, the "**Proofs of Claim**"). Claimant asserts, through Proof of Claim No. 146, rejection damages for (a) unpaid future rent under the Master Lease in the amount of $1,658,046.55 (the "**Future Rent Claim**") and (b) the fair market value of certain allegedly unreturned equipment in the amount of $1,210,500.00 (the "**Unreturned Equipment Claim**"). *See* Proof of Claim No. 146. Claimant further asserts that Hi-Crush Inc. guaranteed such amounts under that certain Limited Guaranty, dated as of April 10, 2019 between Hi-Crush Inc., Pronghorn, and Summit Funding Group, Inc. and, therefore, Hi-

Crush Inc. is likewise liable to Claimant in the amount of $2,868,547. *See* Proof of Claim No. 352.

PRELIMINARY OBJECTION

A. Preliminary Objection Solely for Purposes of the Rights Offering

11. As discussed above, the Debtors are required to object to the Proofs of Claim by no later than September 4, 2020 pursuant to the Rights Offering Procedures in order to determine the proper eligibility of the Claimant to participate in the Rights Offering.

12. Accordingly, in compliance with the Rights Offering Procedures, the Debtors have filed this Objection solely for purposes of determining the Allowed amount of Claimant's General Unsecured Claim for purposes of the Rights Offering. The Debtors reserve all rights to object to the allowance of such claims for purposes of the Plan and any distributions thereunder in accordance with the claims objection deadlines set forth in the Plan.

13. The Debtors are still in the process of analyzing the Proofs of Claim and reconciling the amounts asserted therein with the amounts reflected in the Debtors' books and records. Upon preliminary review, however, the Debtors believe that the Unreturned Equipment Claim should be disallowed in its entirety and at least part of the Future Rent Claim should be disallowed as well.

14. With respect to the Unreturned Equipment Claim, the Debtors object because the Debtors have in fact been holding the equipment in question for Claimant's benefit in order to facilitate a possible sale of such equipment. The Debtors understand that Claimant has found a buyer for the majority of the equipment that the Debtors have been storing and that Claimant anticipates being able to sell or re-let the remainder of the equipment in the near future. Accordingly, the Debtors submit that the Unreturned Equipment Claim should be disallowed because: (a) the equipment is not in fact "unreturned"; rather, the Debtors have been storing it for Claimant's benefit and working cooperatively with Claimant's agent to assist with the sale, and

(b) once sold, the proceeds of the unreturned equipment will represent its fair market value and satisfy the Unreturned Equipment Claim in full in cash.

15. The Debtors submit that the Future Rent Claim should be disallowed, at least in part, for similar reasons. The sale or re-letting of the equipment will mitigate all or a portion of Claimant's rejection damages for future rent. Given that the sales are still pending, however, the Debtors are unable at this stage to assess the amount of the damages that will be mitigated.

16. In addition, the Claims set forth in each of the Proofs of Claim stem from the same alleged liability. Proof of Claim No. 146 was filed against Pronghorn as the lessee under the Master Lease and Proof of Claim No. 352 was filed against Hi-Crush Inc. as a guarantor of Pronghorn's obligations (making it duplicative of Proof of Claim No. 146). To the extent any portion of the Claims are Allowed for purposes of the Rights Offering, such amount should be Allowed only once and Claimant should not be granted rights to participate in the Rights Offering with respect to Claims against both Pronghorn and Hi-Crush Inc.

17. For the avoidance of doubt, the Debtors do not concede that they are liable to Claimant for any amounts under the Master Lease or otherwise. Nevertheless, the Debtors intend to work cooperatively with Claimant prior to the Confirmation Hearing to reach a resolution with respect to allowance of Claimant's Claims solely for purposes of the Rights Offering.

B. Reservation of Rights

18. By this Objection, the Debtors object to the Claims asserted in the Proofs of Claim and request that the Claims be disallowed solely for purposes of the Rights Offering. The Debtors reserve all rights with respect to allowance of the Claims for purposes of the Plan and any distributions to be made thereunder.

19. As set forth above, the Debtors intend to work cooperatively with Claimant to reach a consensual resolution with respect to the allowance of its Claims solely for purposes of the Rights

Offering. If the Debtors and Claimant are unable to reach a consensual resolution, the Debtors request that the Court schedule a status conference to take place at the Confirmation Hearing, at which time the Debtors will seek to establish appropriate procedures for resolving the Claims solely for purposes of the Rights Offering.

[*Remainder of Page Intentionally Left Blank*]

WHEREFORE, for the reasons set forth in the Objection, the Debtors respectfully request that the Court disallow the Claims asserted in the Proofs of Claim solely for purposes of the Rights Offering only or, in the alternative, schedule a status conference for September 23, 2020 at 2:00 p.m. (CT) to address the resolution of the Proofs of Claim.

Signed: September 4, 2020
Houston, Texas

Respectfully Submitted,

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

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Counsel for the Debtors and Debtors in Possession

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

In re:	:	Chapter 11
HI-CRUSH INC., *et al.*,[1]	:	Case No. 20-33495 (DRJ)
Debtors.	:	(Jointly Administered)

DECLARATION OF MARK C. SKOLOS IN SUPPORT OF DEBTORS' PRELIMINARY OBJECTION, SOLELY FOR PURPOSES OF THE RIGHTS OFFERING, TO CLAIMS FILED BY CCA FINANCIAL, LLC

I, Mark C. Skolos, hereby declare:

1. I am the General Counsel and Secretary of Hi-Crush Inc. and its direct and indirect subsidiaries (the "**Company**"). I am knowledgeable about and familiar with the Company's businesses and financial affairs.

2. Except as otherwise indicated, the facts set forth in this Declaration are based upon my personal knowledge, my discussions with other employees of the Debtors and/or their advisors, and based upon my experience and knowledge related to the Debtors' business operations and books and records. If called upon to testify, I would testify competently to the facts set forth herein.

[1] 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.

3. I am authorized to submit this Declaration on behalf of the Debtors. I am familiar with the *Debtors' Preliminary Objection, Solely for Purposes of the Rights Offering, to Claims Filed by CCA Financial, LLC* (the "**Objection**"), filed simultaneously with this Declaration.[2]

4. To the best of my knowledge, information, and belief, the assertions made in the Objection are accurate. I reviewed the Objection, and can confirm that the Company and the Debtors' advisors have reviewed the Debtors' books and records, the Proofs of Claim filed by CCA Financial, LLC ("**Claimant**"), and the supporting documentation, and have determined that the Debtors dispute some or all of the amounts asserted in the Proofs of Claim for each of the reasons set forth in the Objection.

5. It is my understanding that, if the disputed portion of the Claims is not Disallowed (as defined in the Rights Offering Procedures) for purposes of the Rights Offering, Claimant may be entitled to exercise an unwarranted amount of claims for purposes of the Rights Offering. As such, I believe that disallowance of the disputed portion of the Claims for purposes of the Rights Offering is warranted.

Pursuant to 28 U.S.C. § 1746, I declare under penalty of perjury that the facts set forth in the foregoing Declaration are true and correct to the best of my knowledge, information, and belief.

Dated: September 4, 2020

/s/ Mark C. Skolos
Mark C. Skolos
Hi-Crush Inc.

[2] Capitalized terms used but not defined in this declaration shall have the meaning ascribed to them in the Objection

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

In re:	:	Chapter 11
HI-CRUSH INC., *et al.*,[1]	:	Case No. 20-33496 (DRJ)
Debtors.	:	(Jointly Administered)

ORDER SUSTAINING DEBTORS' PRELIMINARY OBJECTION, SOLELY FOR PURPOSES OF THE RIGHTS OFFERING, TO CLAIMS FILED BY CCA FINANCIAL, LLC

[Relates to Objection at Docket No. _____]

Upon the preliminary objection (the "Objection")[2] of the Debtors seeking entry of an order (this "Order") disallowing the Claims asserted in the Proofs of Claim solely for purposes of the Rights Offering only, all as more fully set forth in the Objection; and upon the Declaration of Mark C. Skolos in support of Debtors' Objection; and the Court having jurisdiction to consider the Objection and the relief requested therein in accordance with 28 U.S.C. § 1334; and consideration of the Objection and the relief requested therein being a core proceeding pursuant to 28 U.S.C. § 157(b); and venue being proper before this Court pursuant to 28 U.S.C. §§ 1408 and 1409; and the Court having found and determined that the relief sought in the Objection is in the best interests

[1] 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.

[2] All capitalized terms used but not otherwise defined herein shall have the meanings ascribed to such terms in the Objection.

of the Debtors, their estates, creditors, and all parties in interest, and that the legal and factual bases set forth in the Objection establish just cause for the relief granted herein; and after due deliberation and sufficient cause appearing therefor, it is

ORDERED THAT:

1. The Claims asserted in the Proofs of Claim are disallowed solely for purposes of the Rights Offering only.

2. Notwithstanding the relief granted in this Order and any actions taken pursuant to such relief, nothing in this Order shall be deemed: (i) an admission as to the validity of any prepetition claim against a Debtor; (ii) a waiver of any party's right to dispute any prepetition claim on any grounds; (iii) a promise or requirement to pay any prepetition claim; (iv) a request or authorization to assume any prepetition agreement, contract, or lease pursuant to section 365 of the Bankruptcy Code; (v) a waiver of any the Debtors' rights under the Bankruptcy Code or any other applicable law; or (vi) a waiver of any party's rights with respect to allowance of the Claims for purposes of the Plan and any distributions to be made thereunder.

3. The terms and conditions of this Order will be immediately effective and enforceable upon its entry.

4. The Debtors are authorized to take all steps necessary or appropriate to effectuate the relief granted pursuant to this Order in accordance with the Objection.

5. This Court shall retain exclusive jurisdiction to hear and determine all matters arising from or related to the implementation, interpretation, or enforcement of this Order.

Signed: _____, 2020

_____
DAVID R. JONES
UNITED STATES BANKRUPTCY JUDGE

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

In re:	:	Chapter 11
HI-CRUSH INC., *et al.*,[1]	:	Case No. 20-33496 (DRJ)
Debtors.	:	(Jointly Administered)

DEBTORS' PRELIMINARY OBJECTION, SOLELY FOR PURPOSES OF THE RIGHTS OFFERING, TO CLAIM FILED BY CHICAGO FREIGHT CAR LEASING CO.

This is an objection to your claim. This objection asks the Court to disallow the claim that you filed in this bankruptcy case. If you do not file a response within 30 days after the objection was served on you, your claim may be disallowed without a hearing.

A hearing has been set on this matter on September 23, 2020 at 2:00 p.m. (CT). You may participate in the hearing by audio/video connection.

Audio communication will be by use of the Court's regular dial-in facility. You may access the facility at (832) 917-1510. You will be responsible for your own long-distance charges. Once connected, you will be asked to enter the conference room number. Judge Jones's conference room number is 205691.

You may view video via GoToMeeting. To use GoToMeeting, the Court recommends that you download the free GoToMeeting application. To connect, you should enter the meeting Code "JudgeJones" in the GoToMeeting app or click the link on Judge Jones's home page on the Southern District of Texas website. Once connected, click the settings icon in the upper right corner and enter your name under the personal information setting.

Hearing appearances must be made electronically in advance of the hearing. To make your electronic appearance, go to the Southern District of Texas website and select

[1] 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.

"Bankruptcy Court" from the top menu. Select "Judges' Procedures," then "View Home Page" for Judge Jones. Under "Electronic Appearance" select "Click here to submit Electronic Appearance." Select the case name, complete the required fields and click "Submit" to complete your appearance.

The above-captioned debtors and debtors in possession (collectively, the "**Debtors**") respectfully submit this preliminary objection (the "**Objection**") to the general unsecured claim (the "**Claim**") asserted by Chicago Freight Car Leasing Co. ("**Claimant**") against Debtor D & I Silica, LLC ("**D & I**"), solely for purposes of determining Claimant's eligibility to participate in the Rights Offering (as defined below), and state as follows:

BACKGROUND

A. The Chapter 11 Cases

1. On July 12, 2020 (the "**Petition Date**"), the Debtors filed voluntary petitions commencing cases for relief under chapter 11 of title 11 of the United States Code, 11 U.S.C. §§ 101–1532 (the "**Bankruptcy Code**"). 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* (the "**First Day Declaration**") [Docket No. 24], which is fully incorporated herein by reference.

2. 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.

3. On July 13, 2020, the Court entered the *Order (I) Establishing (A) Bar Dates and (B) Related Procedures for Filing Proofs of Claim, (II) Approving the Form and Manner of Notice*

Thereof and (III) Granting Related Relief [Docket No. 88], establishing August 16, 2020 as the general bar date for filing proofs of claim in the Chapter 11 Cases.

4. On August 4, 2020, the Court entered the *Order Authorizing the Debtors to (I) Reject Certain Railcar Lease Agreements Effective as of the Petition Date, and (II) Enter Into New Railcar Lease Agreements Effective as of the Petition Date* [Docket No. 211] (the "**Omnibus Railcar Rejection Order**") authorizing the Debtors' rejection of that certain Lease of Railway Covered Hopper Cars, Lease No. 1139, dated as of August 2, 2010, that certain Master Lease of Railcars, Lease No. 1139-13, dated as April 17, 2018, and various other amendments, supplements, and riders, each between D & I and Claimant, covering approximately 400 railcars (collectively, the "**Rejected Railcar Leases**"). Pursuant to the Omnibus Railcar Rejection Order, the Court also authorized the Debtors to enter into new railcar leases with Claimant on a go-forward basis. *See* Omnibus Railcar Rejection Order, ¶¶ 1 – 2.

B. The Rights Offering Procedures

5. On August 14, 2020, the Court entered 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. 288] (the "**Disclosure Statement Order**"), whereby the Court approved, among other things, (i) the commencement of the rights offering (the "**Rights Offering**") contemplated under the Debtors'

plan of reorganization[2], and (ii) the Rights Offering Procedures, the form of Rights Exercise Form, and the form of AI Questionnaire (each, as defined in the Disclosure Statement Order). A copy of the Rights Offering Procedures is attached as Exhibit E to the Plan.

6. The Rights Offering Procedures provide, in pertinent part, that each holder of an Eligible Claim (as defined below) as of September 4, 2020 (the "**Rights Offering Record Date**") that is an Accredited Investor (each such holder, a "**Rights Offering Participant**") will be entitled to purchase such Rights Offering Participant's *pro rata* share of the new secured convertible notes to be issued by the Reorganized Debtors on the Effective Date (the "**New Secured Convertible Notes**").

7. With respect to General Unsecured Claims, the Rights Offering Procedures provide, in pertinent part, that an "Eligible Claim" is any General Unsecured Claim that is "Allowed" (as defined in the Rights Offering Procedures). Such terms is defined as follows in the Rights Offering Procedures:

> "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 (which is September 4, 2020)*.

[2] A copy of the *Joint Plan of Reorganization for Hi-Crush Inc. and its Affiliate Debtors Under Chapter 11 of the Bankruptcy Code* (the "**Plan**") is filed at Docket No. 289. Capitalized terms used but not defined herein shall have the meanings set forth in the Plan.

See Rights Offering Procedures, § 1.

8. The Rights Offering Procedures further provide that, if the Eligible General Unsecured Claim of a Rights Offering Participant is not an Allowed General Unsecured Claim on the date that is one business day after the Confirmation Hearing (a "**Rights Offering Forfeiture Event**"), then (i) such Rights Offering Participant's rights that were issued on account of such Eligible General Unsecured Claim shall be deemed terminated, (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 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. *See* Rights Offering Procedures, § 6.

9. On August 20, 2020, the Debtors' caused to be mailed to each holder of an Eligible General Unsecured Claim an AI Questionnaire. *See* Certificate of Service, § 4(f) [Docket No. 328]. The Debtors expect to commence the Rights Offering in accordance with the Rights Offering Procedures on September 9, 2020.

C. The Proof of Claim

10. On August 14, 2020, Claimant filed proof of claim no. 445, asserting a General Unsecured Claim against Debtor D & I in the amount of $38,699,669.78 (the "**Proof of Claim**"). Through the Proof of Claim, Claimant asserts (a) a claim for prepetition defaults under the Rejected Railcar Leases in the amount of $1,868,893.56 (the "**Prepetition Claim**") and (b) a rejection damages claim for future monthly payments under the Rejected Railcar Leases in the amount of

$36,830,776.22 (after applying the appropriate Discount Rate[3] under the Rejected Railcar Leases) (the "**Rejection Damages Claim**"). *See* Proof of Claim No. 445.

PRELIMINARY OBJECTION

A. Preliminary Objection Solely for Purposes of the Rights Offering

11. As discussed above, the Debtors are required to object to the Proof of Claim by no later than September 4, 2020 pursuant to the Rights Offering Procedures in order to determine the proper eligibility of the Claimant to participate in the Rights Offering.

12. Accordingly, in compliance with the Rights Offering Procedures, the Debtors have filed this Objection solely for purposes of determining the Allowed amount of Claimant's General Unsecured Claim for purposes of the Rights Offering. The Debtors reserve all rights to object to the allowance of such claims for purposes of the Plan and any distributions thereunder in accordance with the claims objection deadlines set forth in the Plan.

13. The Debtors are still in the process of analyzing the Proof of Claim. Upon preliminary review, however, the Debtors are unable to reconcile the amounts asserted by Claimant with the amounts reflected in the Debtors' books and records. According to the Debtors books and records, the Debtors believe that (i) the Prepetition Claim should be no more than $1,603,790.32 and (ii) the Rejection Damages Claim should be no more than $34,155,697.29 (after applying the Discount Rate set forth in the Rejected Railcar Leases). Accordingly, upon preliminary review, the Debtors submit that the Claim should be allowed, for purposes of the Rights Offering only, in an amount of $35,759,487.62.

14. For the avoidance of doubt, the Debtors do not concede that they are liable to Claimant for any amounts under the Rejected Railcar Leases or otherwise. Nevertheless, the

[3] The Rejected Railcar Leases provide for a Discount Rate of the Prime Rate plus 2%, which, as of the date of rejection is 5.25%.

Debtors intend to work cooperatively with Claimant prior to the Confirmation Hearing to reach a resolution with respect to allowance of Claimant's Claim solely for purposes of the Rights Offering.

B. Reservation of Rights

15. By this Objection, the Debtors object to the Claim asserted in the Proof of Claim and request that the Claim be allowed, solely for purposes of the Rights Offering, in the amount of $35,759,487.62. The Debtors reserve all rights with respect to allowance of the Claim for purposes of the Plan and any distributions to be made thereunder.

16. As set forth above, the Debtors intend to work cooperatively with Claimant to reach a consensual resolution with respect to the allowance of its Claim solely for purposes of the Rights Offering. If the Debtors and Claimant are unable to reach a consensual resolution, the Debtors request that the Court schedule a status conference to take place at the Confirmation Hearing, at which time the Debtors will seek to establish appropriate procedures for resolving the Claim solely for purposes of the Rights Offering.

[*Remainder of Page Intentionally Left Blank*]

WHEREFORE, for the reasons set forth in the Objection, the Debtors respectfully request that the Court allow the Claim in the amount of $35,759,487.62, solely for purposes of the Rights Offering only or, in the alternative, schedule a status conference for September 23, 2020 at 2:00 p.m. (CT) to address the resolution of the Proof of Claim.

Signed: September 4, 2020
Houston, Texas

Respectfully Submitted,

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

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Counsel for the Debtors and Debtors in Possession

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

In re:	:	Chapter 11
HI-CRUSH INC., *et al.*,[1]	:	Case No. 20-33495 (DRJ)
Debtors.	:	(Jointly Administered)

DECLARATION OF MARK C. SKOLOS IN SUPPORT OF DEBTORS' PRELIMINARY OBJECTION, SOLELY FOR PURPOSES OF THE RIGHTS OFFERING, TO CLAIM FILED BY CHICAGO FREIGHT CAR LEASING CO.

I, Mark C. Skolos, hereby declare:

1. I am the General Counsel and Secretary of Hi-Crush Inc. and its direct and indirect subsidiaries (the "**Company**"). I am knowledgeable about and familiar with the Company's businesses and financial affairs.

2. Except as otherwise indicated, the facts set forth in this Declaration are based upon my personal knowledge, my discussions with other employees of the Debtors and/or their advisors, and based upon my experience and knowledge related to the Debtors' business operations and books and records. If called upon to testify, I would testify competently to the facts set forth herein.

[1] 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.

3. I am authorized to submit this Declaration on behalf of the Debtors. I am familiar with the *Debtors' Preliminary Objection, Solely for Purposes of the Rights Offering, to Claim Filed by Chicago Freight Car Leasing Co.* (the "**Objection**"), filed simultaneously with this Declaration.[2]

4. To the best of my knowledge, information, and belief, the assertions made in the Objection are accurate. I reviewed the Objection, and can confirm that the Company and the Debtors' advisors have reviewed the Debtors' books and records, the Proof of Claim filed by Chicago Freight Car Leasing Co. ("**Claimant**"), and the supporting documentation, and have determined that the Debtors dispute certain of the amounts asserted in the Proof of Claim for each of the reasons set forth in the Objection.

5. It is my understanding that, if the disputed portion of the Claim is not Disallowed (as defined in the Rights Offering Procedures) for purposes of the Rights Offering, Claimant may be entitled to exercise an unwarranted amount of claims for purposes of the Rights Offering. As such, I believe that disallowance of the disputed portion of the Claims for purposes of the Rights Offering is warranted.

Pursuant to 28 U.S.C. § 1746, I declare under penalty of perjury that the facts set forth in the foregoing Declaration are true and correct to the best of my knowledge, information, and belief.

Dated: September 4, 2020

/s/ Mark C. Skolos
Mark C. Skolos
Hi-Crush Inc.

[2] Capitalized terms used but not defined in this declaration shall have the meaning ascribed to them in the Objection

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

In re:	:	Chapter 11
HI-CRUSH INC., *et al.*,[1]	:	Case No. 20-33496 (DRJ)
Debtors.	:	(Jointly Administered)

ORDER SUSTAINING DEBTORS' PRELIMINARY OBJECTION, SOLELY FOR PURPOSES OF THE RIGHTS OFFERING, TO CLAIM FILED BY CHICAGO FREIGHT CAR LEASING CO.

[Relates to Objection at Docket No. _____]

Upon the preliminary objection (the "Objection")[2] of the Debtors seeking entry of an order (this "Order") disallowing the Claim asserted in the Proof of Claim solely for purposes of the Rights Offering only, all as more fully set forth in the Objection; and upon the Declaration of Mark C. Skolos in support of Debtors' Objection; and the Court having jurisdiction to consider the Objection and the relief requested therein in accordance with 28 U.S.C. § 1334; and consideration of the Objection and the relief requested therein being a core proceeding pursuant to 28 U.S.C. § 157(b); and venue being proper before this Court pursuant to 28 U.S.C. §§ 1408 and 1409; and the Court having found and determined that the relief sought in the Objection is in the best interests

[1] 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.

[2] All capitalized terms used but not otherwise defined herein shall have the meanings ascribed to such terms in the Objection.

of the Debtors, their estates, creditors, and all parties in interest, and that the legal and factual bases set forth in the Objection establish just cause for the relief granted herein; and after due deliberation and sufficient cause appearing therefor, it is

ORDERED THAT:

1. The Claim asserted in the Proof of Claim is allowed, solely for purposes of the Rights Offering only, in the amount of $35,759,487.62.

2. Notwithstanding the relief granted in this Order and any actions taken pursuant to such relief, nothing in this Order shall be deemed: (i) an admission as to the validity of any prepetition claim against a Debtor; (ii) a waiver of any party's right to dispute any prepetition claim on any grounds; (iii) a promise or requirement to pay any prepetition claim; (iv) a request or authorization to assume any prepetition agreement, contract, or lease pursuant to section 365 of the Bankruptcy Code; (v) a waiver of any the Debtors' rights under the Bankruptcy Code or any other applicable law; or (vi) a waiver of any party's rights with respect to allowance of the Claims for purposes of the Plan and any distributions to be made thereunder.

3. The terms and conditions of this Order will be immediately effective and enforceable upon its entry.

4. The Debtors are authorized to take all steps necessary or appropriate to effectuate the relief granted pursuant to this Order in accordance with the Objection.

5. This Court shall retain exclusive jurisdiction to hear and determine all matters arising from or related to the implementation, interpretation, or enforcement of this Order.

Signed: _____, 2020

DAVID R. JONES
UNITED STATES BANKRUPTCY JUDGE

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

In re:	:	**Chapter 11**
HI-CRUSH INC., *et al.*,	:	**Case No. 20-33495**
Debtors.[1]	:	**(Jointly Administered)**

SUPPLEMENTAL CERTIFICATE OF SERVICE

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

On September 9, 2020, at my direction and under my supervision, employees of KCC caused to be served the following documents via First Class Mail upon the service list attached hereto as **Exhibit A**:

- **Joint Plan of Reorganization for Hi-Crush Inc. and its Affiliate Debtors Under Chapter 11 of the Bankruptcy Code** [Docket No. 174]

- **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. 290]

Dated: September 10, 2020

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

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

Exhibit A

Exhibit A

Creditor Service List

Served via First Class Mail

CreditorName	Address1	City	State	Zip
James Weir	PO Box 835	Penney Farms	FL	32079

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

In re:	:	Chapter 11
HI-CRUSH INC., *et al.*,[1]	:	Case No. 20-33495 (DRJ)
Debtors.	:	(Jointly Administered)

NOTICE OF FILING OF PLAN SUPPLEMENT FOR THE JOINT PREPACKAGED PLAN OF REORGANIZATION FOR HI-CRUSH INC. AND ITS AFFILIATE DEBTORS UNDER CHAPTER 11 OF THE BANKRUPTCY CODE

PLEASE TAKE NOTICE that, as contemplated by 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, and including all exhibits and supplements thereto, the "**Plan**"), the above-captioned debtors and debtors-in-possession (collectively, the "**Debtors**") hereby file the plan supplement (the "**Plan Supplement**") with the United States Bankruptcy Court for the Southern District of Texas (the "**Court**"). Capitalized terms used but not defined herein have the meanings set forth in the Plan.

PLEASE TAKE FURTHER NOTICE that the Plan Supplement includes the following exhibits (in each case, as may be amended, modified, or supplemented from time to time), which are included in this Plan Supplement as follows:

Exhibit A	Amended/New Organizational Documents
Exhibit B	Exit Facility Credit Agreement
Exhibit C	New Board Disclosure
Exhibit D	New Secured Convertible Notes Indenture
Exhibit E	New Stockholders Agreement
Exhibit F	Retained Causes of Action

[1] 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.

Exhibit G Schedule of Rejected Executory Contracts and Unexpired Leases

PLEASE TAKE FURTHER NOTICE that these documents remain subject to continuing negotiations in accordance with the terms of the Plan and the Restructuring Support Agreement and the final versions may contain material differences from the versions filed herewith. For the avoidance of doubt, the parties thereto have not consented to such document as being in final form and reserve all rights in that regard. The parties reserve all rights to amend, modify, or supplement the Plan Supplement and any of the documents contained therein in accordance with the terms of the Plan and the Restructuring Support Agreement. To the extent material amendments or modifications are made to any of these documents, the Debtors will file a redline version with the Court prior to the Confirmation Hearing.

PLEASE TAKE FURTHER NOTICE that the Plan Supplement is integral to, part of, and incorporated by reference into the Plan. Please note, however, these documents have not yet been approved by the Court. If the Plan is confirmed, the documents contained in the Plan Supplement will be approved by the Court pursuant to the order confirming the Plan.

PLEASE TAKE FURTHER NOTICE that the hearing to consider confirmation of the Plan (the "**Confirmation Hearing**") is scheduled to commence at 2:00 p.m. (prevailing Central Time) on September 23, 2020. The Confirmation Hearing will take place via videoconference.[2] **The Confirmation Hearing may be continued by the Court or by the Debtors without further notice other than by announcement of same in open court and/or by filing and serving a notice of adjournment.**

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

PLEASE TAKE FURTHER NOTICE that the copies of the documents included in the Plan Supplement or the Plan, or any other document filed in the Debtors' Chapter 11 Cases, may be obtained free of charge by contacting the Debtors' Voting and Claims Agent Kurtzman Carson Consultants LLC, 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

[2] 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.

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.txs.uscourts.gov or free of charge at http://www.kccllc.net/hicrush.

Dated: September 11, 2020
Houston, Texas

Respectfully Submitted,
/s/ Timothy A. ("Tad") Davidson II

Timothy A. ("Tad") Davidson II (TX Bar No. 24012503)
Ashley L. Harper (TX Bar No. 24065272)
HUNTON ANDREWS KURTH LLP
600 Travis Street, Suite 4200
Houston, Texas 77002
Tel: 713-220-4200
Fax: 713-220-4285
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ashleyharper@HuntonAK.com

- and -

George A. Davis (*admitted pro hac vice*)
Keith A. Simon (*admitted pro hac vice*)
David A. Hammerman (*admitted pro hac vice*)
Annemarie V. Reilly (*admitted pro hac vice*)
Hugh K. Murtagh (*admitted pro hac vice*)
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885 Third Avenue
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keith.simon@lw.com
david.hammerman@lw.com
annemarie.reilly@lw.com
hugh.murtagh@lw.com

Counsel for Debtors and Debtors-in-Possession

Exhibit A

Amended/New Organizational Documents

PLEASE TAKE FURTHER NOTICE that certain documents, or portions thereof, contained in this Exhibit A and the Plan Supplement remain subject to continuing negotiations among the Debtors and interested parties with respect thereto. The Debtors reserve all rights, subject to the terms and conditions set forth in the Plan and the Restructuring Support Agreement, to amend, revise, or supplement the Plan Supplement, and any of the documents and designations contained herein, at any time before the Effective Date of the Plan, or any such other date as may be provided for by the Plan or by order of the Bankruptcy Court.

AMENDED AND RESTATED

CERTIFICATE OF INCORPORATION

OF

HI-CRUSH INC.
(a Delaware corporation)

Hi-Crush Inc., a corporation organized and existing under the laws of the State of Delaware (the "Corporation"), hereby certifies as follows:

1. On July 12, 2020 (the "Petition Date"), the Corporation and each of its direct and indirect wholly-owned domestic subsidiaries (collectively with the Corporation, the "Debtors") filed voluntary petitions for relief under chapter 11 of title 11 of the United States Code (the "Bankruptcy Code") with the United States Bankruptcy Court for the District of Texas (the "Bankruptcy Court").

2. This Amended and Restated Certificate of Incorporation (this "Certificate of Incorporation") was duty adopted, without the need for approval of the board of directors of the Corporation (the "Board of Directors") or the stockholders of the Corporation in accordance with Sections 242, 245 and 303 of the General Corporation Law of the State of Delaware, as amended (the "DGCL"), and pursuant to Article V.M of the Joint Plan of Reorganization for the Debtors (the "Plan of Reorganization") confirmed by order, dated [●], 2020, of the Bankruptcy Court, jointly administered under the caption "*In re: Hi-Crush Inc., et al.*", Case No. 20-33495 (DRJ).

3. This Certificate of Incorporation shall become effective on the date of filing with the Secretary of State of Delaware.

4. The text of the Original Certificate is hereby amended and restated in its entirety to provide as herein set forth in full.

ARTICLE I
NAME

The name of the corporation is Hi-Crush Inc.

ARTICLE II
AGENT

The address of the Corporation's registered office in the State of Delaware is 1209 Orange Street, Wilmington, New Castle County, Delaware 19801.

The name of its registered agent at such address is The Corporation Trust Company.

ARTICLE III
PURPOSE

The purpose of the Corporation is to engage in any lawful act or activity for which corporations may now or hereafter be organized under the DGCL.

ARTICLE IV
STOCK

Section 4.1 Authorized Stock. The total number of shares of capital stock which the Corporation shall have authority to issue is [•], par value $[0.001] per share (the "Common Stock") and [•] shall be designated as Preferred Stock, par value $[0.001] per share (the "Preferred Stock"). Except as otherwise provided by law and this Certificate of Incorporation, the shares of capital stock of the Corporation, regardless of class or series, may be issued by the Corporation from time to time in such amounts, for such lawful consideration and for such corporate purpose(s) as the Board of Directors may from time to time determine.

Section 4.2 Common Stock.

(a) Each holder of Common Stock, as such, shall be entitled to one (1) vote for each share of Common Stock held of record by such holder on all matters on which stockholders generally are entitled to vote; provided, however, that, except as otherwise required by applicable law, holders of Common Stock, as such, shall not be entitled to vote on any amendment to this Certificate of Incorporation, including any certificate of designations relating to any series of Preferred Stock (each hereinafter referred to as a "Preferred Stock Designation"), that relates solely to the terms of one or more outstanding series of Preferred Stock, if the holders of such affected series are entitled, either separately or together with the holders of one or more other such series, to vote thereon pursuant to this Certificate of Incorporation (including any Preferred Stock Designation). The holders of shares of Common Stock shall not have cumulative voting rights.

(b) Dividends. Subject to the rights of the holders of any outstanding series of Preferred Stock, the holders of shares of Common Stock shall be entitled to receive dividends to the extent permitted by applicable law when, as and if declared by the Board of Directors.

(c) Dissolution, Liquidation or Winding Up. Upon the dissolution, liquidation or winding up of the Corporation, after payment or provision for payment of the debts and other liabilities of the Corporation and subject to the rights of the holders of any outstanding series of Preferred Stock, the holders of all outstanding shares of Common Stock shall be entitled to receive the remaining assets of the Corporation available for distribution ratably in proportion to the number of shares held by each such stockholder.

Section 4.3 Preferred Stock.

(a) The Preferred Stock may be issued from time to time in one or more series. Subject to limitations prescribed by law and the provisions of this Article IV, the Board of Directors is hereby authorized to provide by resolution or resolutions and by causing the filing of a Preferred Stock Designation for the issuance of the shares of Preferred Stock in one or more series, and to establish from time to time the number of shares to be included in each such series,

and to fix the designations, powers, preferences, and relative, participating, optional or other rights, if any, and the qualifications, limitations or restrictions, if any, of the shares of each such series.

(b) There shall be no limitation or restriction on any variation between any of the different series of Preferred Stock as to the designations, powers, preferences, and relative, participating, optional or other rights, if any, and the qualifications, limitations or restrictions thereof; and the several series of Preferred Stock may, except as otherwise expressly provided in this Certificate of Incorporation (including any Preferred Stock Designation), vary in any and all respects as fixed and determined by the resolution or resolutions of the Board of Directors, providing for the issuance of the various series; provided, however, that all shares of any one series of Preferred Stock shall have the same designations, powers, preferences, and relative, participating, optional or other rights, if any, and the qualifications, limitations and restrictions.

Section 4.4 8.000%/10.000% Convertible Secured PIK Toggle Notes.

(a) In addition to the foregoing, so long as any obligations under the Corporation's 8.000%/10.000% Convertible Secured PIK Toggle Notes due 2026 (the "Convertible Notes"), pursuant to that certain Indenture, dated as of [•], by and between the Corporation, and [•], as trustee (the "Convertible Notes Indenture") remain outstanding and not discharged in full, the holders of the Convertible Notes shall have the right to vote, as provided herein pursuant to Section 221 of the DGCL. The holders of the Convertible Notes shall be entitled to vote upon all matters upon which holders of any class or classes of Common Stock have the right to vote under the DGCL or this Certificate of Incorporation together with the holders of Common Stock as a single class and on an as-converted to Common Stock basis (assuming the full conversion of each such Convertible Note into Common Stock subject to the terms and conditions of the Convertible Notes Indenture) and shall be deemed to be stockholders of the Corporation (and the Convertible Notes shall be deemed to be stock) for the purpose of any provision of the DGCL that requires the vote of stockholders as a prerequisite to any corporate action. The number of votes represented by each Convertible Note shall be equal to the largest number of whole shares of Common Stock (rounded down to the nearest whole share) into which such Convertible Note may be converted, in accordance with the Convertible Notes Indenture, at the record date for the determination of the stockholders entitled to vote on such matters or, if no such record date is established, at the date such vote is taken.

(b) Holders of Convertible Notes shall have the same right of inspection of the books, accounts and other records of the Corporation which the holders of Common Stock have or may have under the DGCL or this Certificate of Incorporation.

Section 4.5 No Class Vote on Changes in Authorized Number of Shares of Stock. Subject to the rights of the holders of any outstanding series of Preferred Stock, the number of authorized shares of any class or classes of stock may be increased or decreased (but not below the number of shares thereof then outstanding) by the affirmative vote of at least a majority of the voting power of the stock of the Corporation entitled to vote thereon irrespective of the provisions of Section 242(b)(2) of the DGCL (or any successor provision thereto).

Section 4.6 Nonvoting Equity Securities. To the extent prohibited by Section 1123(a)(6) of the Bankruptcy Code, the Corporation will not issue non-voting equity securities (which shall

be deemed to not include any warrants or options to purchase capital stock of the Corporation); *provided*, however, that this provision (a) will have no further force or effect beyond that required under Section 1123 of the Bankruptcy Code, (b) will have such force and effect, if any, only for so long as such section is in effect and applicable to the Corporation or any of its wholly-owned subsidiaries and (c) in all events may be amended or eliminated in accordance with applicable law as from time to time in effect. The prohibition on the issuance of nonvoting equity securities is included in this Certificate of Incorporation in compliance with Section 1123(a)(6) of the Bankruptcy Code.

ARTICLE V
BOARD OF DIRECTORS

Section 5.1 Number. Except as otherwise provided for or fixed pursuant to the provisions of this Certificate of Incorporation (including any Preferred Stock Designation), the Board of Directors shall initially consist of five (5) directors and the size of the Board of Directors shall thereafter be increased or decreased (but not to below five (5) directors) by the directors as necessary in accordance with the provisions of that certain Stockholders Agreement, dated as of [•], 2020, by and among the Corporation and certain of its stockholders (as amended from time to time, the "Stockholders Agreement"), or after termination of the Stockholders Agreement, by resolution of the Board of Directors. Any other changes to the number of directors on the Board of Directors shall require the affirmative vote of directors designated by one or more Major Stockholders (as defined in the Stockholders Agreement) collectively representing at least sixty percent (60%) of the issued and outstanding Common Stock (on an as-converted basis).[1]

Section 5.2 Election. The directors of the Corporation need not be stockholders of the Corporation (unless otherwise so required by this Certificate of Incorporation, including any Preferred Stock Designation) and need not be elected by written ballot unless the bylaws of the Corporation (as in effect from time to time, the "Bylaws") so provide.

Section 5.3 Composition of the Board of Directors.

(a) Effective as of the date hereof, the Board of Directors shall consist of the individual(s) designated in accordance with the Stockholders Agreement and identified in the Plan Supplement (as defined in the Plan of Reorganization) (such individuals, the "Initial Board"). Each member of the Initial Board shall hold office until his or her resignation or removal or until his or her respective successor is duly elected and qualified at the next annual meeting of stockholders in accordance with the provisions of the Stockholders Agreement, or after termination of the Stockholders Agreement in accordance with the terms thereof, in accordance with the terms of this Certificate of Incorporation and the Bylaws at the next annual meeting of stockholders.

(b) Each director is to hold office until his or her successor shall have been duly appointed and qualified or until his or her earlier death, retirement, resignation, disqualification or removal.

(c) Subject to the rights of the holders of any outstanding series of Preferred Stock, which may from time to time come into existence and be outstanding, and unless otherwise

[1] Note to Latham: Please refer to the footnote to Section 6.6(c) of the stockholders agreement.

required by law or resolution of the Board of Directors, newly created directorships resulting from any increase in the authorized number of directors and any vacancies in the Board of Directors resulting from death, resignation, retirement, disqualification, removal from office or other cause shall be filled in accordance with the provisions of the Stockholders Agreement, or after termination of the Stockholders Agreement in accordance with the terms thereof, by resolution of the Board of Directors. Any director elected to fill a vacancy or newly created directorship shall hold office until the next annual meeting and until his or her successor shall be elected and qualified, or until his or her earlier death, resignation, retirement, disqualification or removal from office or as otherwise provided in the Stockholders Agreement. No decrease in the authorized number of directors shall shorten the term of any incumbent director.

(d) Except for such additional directors, if any, as are elected by the holders of any series of Preferred Stock, which may from time to time come into existence and be outstanding, as provided for or fixed pursuant to the provisions of Article IV hereof (including any Preferred Stock Designation), any director, or the entire Board of Directors, may be removed from office at any time, but only for "cause" and only by the affirmative vote of at least a majority of the voting power of the stock of the Corporation outstanding and entitled to vote thereon.

(e) During any period when the holders of any series of Preferred Stock have the right to elect additional directors as provided for or fixed pursuant to the provisions of Article IV hereof (including any Preferred Stock Designation), and upon commencement and for the duration of the period during which such right continues: (i) the then otherwise total authorized number of directors of the Corporation shall automatically be increased by such number of directors that the holders of any series of Preferred Stock have a right to elect, and the holders of such Preferred Stock shall be entitled to elect the additional directors so provided for or fixed pursuant to said provisions; and (ii) each of those directors designated by the holders of any series of Preferred Stock provided for or fixed pursuant to the provisions of Article IV hereof (including any Preferred Stock Designation) (the "Preferred Stock Directors") shall serve until such Preferred Stock Director's successor shall have been duly elected and qualified, or until such director's right to hold such office terminates pursuant to said provisions, whichever occurs earlier, subject to his or her earlier death, disqualification, resignation or removal.

Section 5.4 Powers. Except as otherwise required by the DGCL or as provided in this Certificate of Incorporation (including any Preferred Stock Designation), the business and affairs of the Corporation shall be managed by or under the direction of the Board of Directors, and the Board of Directors may exercise all such powers of the Corporation and do all such lawful acts and things as are not by law, the Certificate of Incorporation (including any Preferred Stock Designation) or the Bylaws required to be exercised or done by the stockholders.

Section 5.5 Annual Meeting of Stockholders.

(a) Notice. Advance notice of business to be proposed by stockholders for consideration at a meeting of stockholders of the Corporation shall be given in the manner and to the extent provided in the Bylaws.

(b) Annual Meeting. The annual meeting of stockholders for the transaction of business as may properly come before the meeting, shall be held at such place, if any, either within

or without the State of Delaware, on such date, and at such time as the Board of Directors shall fix.

ARTICLE VI
STOCKHOLDER ACTION

Except as otherwise provided for or fixed pursuant to the provisions of Article IV hereof (including any Preferred Stock Designation), any action that is required or permitted to be taken by the stockholders of the Corporation must be taken at a duly held annual or special meeting of the stockholders and may not be taken by any consent in writing of such stockholders in lieu of a meeting of stockholders.

ARTICLE VII
SPECIAL MEETINGS OF STOCKHOLDERS

Except as otherwise required by law, and except as otherwise provided for or fixed pursuant to the provisions of Article IV hereof (including any Preferred Stock Designation), a special meeting of the stockholders of the Corporation may be called at any time only by the Board of Directors. For the avoidance of doubt, subject to the rights of holders of any series of Preferred Stock, the stockholders of the Corporation shall not have the power to call or request a special meeting of stockholders of the Corporation. The Board of Directors may postpone, reschedule or cancel any special meeting of the stockholders previously scheduled by the Board of Directors. Only such business shall be conducted at a special meeting of stockholders as shall have been brought before the meeting by or at the direction of the Board of Directors and included in the notice of such meeting.

ARTICLE VIII
EXISTENCE

The Corporation shall have perpetual existence.

ARTICLE IX
AMENDMENT

Section 9.1 Amendment of Certificate of Incorporation. Subject to such limitations as may be from time to time imposed by other provisions of this Certificate of Incorporation, by the DGCL or by the Stockholders Agreement (for so long as it shall remain in effect in accordance with its terms), the Corporation reserves the right at any time, and from time to time, to amend, alter, change or repeal any provision contained in this Certificate of Incorporation (including any Preferred Stock Designation), and other provisions authorized by the laws of the State of Delaware at the time in force may be added or inserted, in the manner now or hereafter prescribed by the laws of the State of Delaware, and all powers, preferences and rights of any nature conferred upon stockholders, directors or any other persons by and pursuant to this Certificate of Incorporation (including any Preferred Stock Designation) in its present form or as hereafter amended are granted subject to this reservation.

Section 9.2 Amendment of Bylaws. In furtherance and not in limitation of the powers conferred by the DGLC or other statutes or laws of the State of Delaware, the Board of Directors

is expressly authorized to adopt, amend or repeal, in whole or in part, the Bylaws. Subject to such limitations as may be from time to time imposed by other provisions of this Certificate of Incorporation (including the terms of any Preferred Stock Designation that require an additional vote), by the DGCL, any requirements of law, the Bylaws or by the Stockholders Agreement (for so long as it shall remain in effect in accordance with its terms), the stockholders of the Corporation may make additional Bylaws and may alter, amend or repeal any Bylaw whether adopted by them or otherwise. For the avoidance of doubt, abstentions shall not count as "votes cast," except as otherwise required by law or this Certificate of Incorporation (including any Preferred Stock Designation). No Bylaws hereafter made or adopted, nor any alteration or amendment thereto or repeal or rescission thereof, shall invalidate any prior act of the Board of Directors that was valid at the time it was taken.

ARTICLE X
LIABILITY OF DIRECTORS

Section 10.1 No Personal Liability. To the fullest extent permitted by the DGCL as the same exists or as may hereafter be amended (but, in the case of any such amendment, only to the extent that such amendment permits the Corporation to provide broader exculpation rights than permitted prior thereto), no person who is or at any time has been a director of the Corporation shall be personally liable to the Corporation or its stockholders for monetary damages for breach of fiduciary duty as a director, notwithstanding any provision of law imposing such liability.

Section 10.2 Amendment or Repeal. Any amendment, alteration or repeal of this Article X that adversely affects any right of a director shall be prospective only and shall not limit or eliminate any such right with respect to any proceeding involving any occurrence or alleged occurrence of any action or omission to act that took place prior to such amendment, alteration or repeal.

Section 10.3 Indemnification. In addition to and without limiting the generality of any right to indemnification provided under the Bylaws, each current and former director, officer, and manager 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, shall be indemnified in accordance with Article VI.F of the Plan.

ARTICLE XI
FORUM FOR ADJUDICATION OF DISPUTES

Unless the Corporation consents in writing to the selection of an alternative forum, (a) the Court of Chancery of the State of Delaware (the "Court of Chancery") (or if the Court of Chancery lacks jurisdiction, the federal district court for the District of Delaware unless said court lacks subject matter jurisdiction in which case, the Superior Court of the State of Delaware) shall be the sole and exclusive forum for any stockholder of the Corporation (including a beneficial owner of stock) to bring (i) any derivative action or proceeding brought on behalf of the Corporation, (ii) any action asserting a claim of breach of a fiduciary duty owed by any director, officer or other employee of the Corporation to the Corporation or the Corporation's stockholders, (iii) any action asserting a claim against the Corporation, its directors, officers or employees arising pursuant to any provision of the DGCL or this Certificate of Incorporation, the bylaws of the Corporation or

the Stockholders Agreement, or (iv) any action asserting a claim against the Corporation, its directors, officers or employees governed by the internal affairs doctrine, except as to each of (a) through (d) above, for any claim as to which the Court of Chancery determines that there is an indispensable party not subject to the jurisdiction of the Court of Chancery (and the indispensable party does not consent to the personal jurisdiction of the Court of Chancery within ten days following such determination), which is vested in the exclusive jurisdiction of a court or forum other than the Court of Chancery, or for which the Court of Chancery does not have subject matter jurisdiction, and (b) subject to the preceding provisions of this Article XI, the federal district courts of the United States of America shall be the exclusive forum for the resolution of any complaint asserting a cause of action arising under the Securities Act of 1933, as amended. If any action the subject matter of which is within the scope of the preceding sentence is filed in a court other than a court located within the State of Delaware (a "Foreign Action") in the name of any stockholder, such stockholder shall be deemed to have consented to (i) the personal jurisdiction of the state and federal courts located within the State of Delaware in connection with any action brought in any such court to enforce the preceding sentence and (ii) having service of process made upon such stockholder in any such action by service upon such stockholder's counsel in the Foreign Action as agent for such stockholder. If any provision or provisions of this Article XI shall be held to be invalid, illegal or unenforceable as applied to any person or entity or circumstance for any reason whatsoever, then, to the fullest extent permitted by law, the validity, legality and enforceability of such provisions in any other circumstance and of the remaining provisions of this Article XI (including, without limitation, each portion of any sentence of this Article XI containing any such provision held to be invalid, illegal or unenforceable that is not itself held to be invalid, illegal or unenforceable) and the application of such provision to other persons or entities and circumstances shall not in any way be affected or impaired thereby.

ARTICLE XII
SEVERABILITY

If any provision or provisions of this Certificate of Incorporation shall be held to be invalid, illegal or unenforceable as applied to any circumstance for any reason whatsoever: (a) the validity, legality and enforceability of such provisions in any other circumstance and of the remaining provisions of this Certificate of Incorporation (including, without limitation, each portion of any paragraph of this Certificate of Incorporation containing any such provision held to be invalid, illegal or unenforceable that is not itself held to be invalid, illegal or unenforceable) shall not, to the fullest extent permitted by applicable law, in any way be affected or impaired thereby and (b) to the fullest extent permitted by applicable law, the provisions of this Certificate of Incorporation (including, without limitation, each such portion of any paragraph of this Certificate of Incorporation containing any such provision held to be invalid, illegal or unenforceable) shall be construed so as to permit the Corporation to protect its directors, officers, employees and agents from personal liability in respect of their service to or for the benefit of the Corporation to the fullest extent permitted by law.

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IN WITNESS WHEREOF, the Corporation has caused this Amended and Restated Certificate of Incorporation to be executed as of [•], 2020.

HI-CRUSH INC.

By:_____
Name: [•]
Title: [•]

AMENDED AND RESTATED BYLAWS[1]

OF

HI-CRUSH INC.
(a Delaware corporation)

ARTICLE I
CORPORATE OFFICES

Section 1.1 Registered Office. The registered office and registered agent of the Corporation shall be fixed in the Certificate of Incorporation of the Corporation as then in effect (as the same may be amended and/or restated from time to time, the "Certificate of Incorporation"). The Corporation may also have such principal and other offices, and keep the books and records of the Corporation, except as otherwise required by law, at such other places, either within or without the State of Delaware, and may change the Corporation's registered agent, in each case, as the Board of Directors may from time to time determine or the business of the Corporation may require as determined by the Chief Executive Officer of the Corporation.

Section 1.2 Books and Records. Any records maintained by the corporation in the regular course of its business, including its stock ledger, books of account, and minute books, may be kept on, or by means of, or be in the form of, any information storage device or method, provided that the records so kept can be converted into clearly legible paper form within a reasonable time.

ARTICLE II
MEETINGS OF STOCKHOLDERS

Section 2.1 Annual Meeting. The annual meeting of stockholders for the transaction of such business as may properly come before the meeting, shall be held at such place, if any, either within or without the State of Delaware, on such date, and at such time as the Board of Directors shall fix. The Board of Directors may, in its sole discretion, determine that meetings of stockholders shall not be held at any place, but may instead be held solely by means of remote communication as described in Section 2.11 and in accordance with Section 211(a)(2) of the General Corporation Law of the State of Delaware, as amended (the "DGCL"). If no such place is designated by the Board of Directors, the place of meeting shall be the principal business office of the Corporation. The Board of Directors may postpone, reschedule or cancel any annual meeting of stockholders previously scheduled by the Board of Directors.

Section 2.2 Special Meeting.

Except as otherwise required by law, and except as otherwise provided for or fixed pursuant to the Certificate of Incorporation, including any certificate of designations relating to any series of Preferred Stock (each hereinafter referred to as a "Preferred Stock Designation"), a special meeting of the stockholders of the Corporation may be called for any purpose or purposes only by

[1] Certain provisions to be conformed to the terms of the final draft of the Stockholders Agreement.

or at the direction of the Board of Directors and may be held at such place, if any, either within or without the State of Delaware, and at such time and date as the Board of Directors shall determine and state in the notice of meeting. For the avoidance of doubt, subject to the rights of holders of any series of Preferred Stock, the stockholders of the Corporation shall not have the power to call or request a special meeting of stockholders of the Corporation. The Board of Directors may postpone, reschedule or cancel any special meeting of stockholders previously scheduled by the Board of Directors. Only such business shall be conducted at a special meeting of stockholders as shall have been brought before the meeting by or at the direction of the Board of Directors and included in the notice of such meeting.

Section 2.3 Notice of Stockholders' Meetings.

(a) Whenever stockholders are required or permitted to take any action at a meeting, notice of the place, if any, date, and time of the meeting of stockholders, the record date for determining the stockholders entitled to vote at the meeting (if such date is different from the record date for determining the stockholders entitled to notice of the meeting) and the means of remote communications, if any, by which stockholders and proxyholders may be deemed to be present in person and vote at such meeting, shall be given. The notice shall be given not less than ten (10) nor more than sixty (60) days before the date on which the meeting is to be held, to each stockholder entitled to vote at such meeting and each holder of the Corporation's 8.000%/10.000% Convertible Secured PIK Toggle Notes due 2026 (the "Convertible Notes" and, such holders, the "Convertible Noteholders"), as long as the Convertible Notes are outstanding, as of the record date for determining the stockholders entitled to notice of the meeting, except as otherwise provided by law, the Certificate of Incorporation (including any Preferred Stock Designation) or these Bylaws. In the case of a special meeting, the purpose or purposes for which the meeting is called also shall be set forth in the notice. Notice to each Convertible Noteholder will be provided through the Trustee (as defined herein). Except as otherwise required by law, notice may be given personally or by mail, or by electronic transmission to the extent permitted by Section 232 of the DGCL. If mailed, such notice shall be deemed given when deposited in the United States mail, postage prepaid, directed to each stockholder at such stockholder's address as it appears on the records of the Corporation. Notice by electronic transmission shall be deemed given as provided in Section 232 of the DGCL. An affidavit that notice has been given, executed by the Secretary of the Corporation, Assistant Secretary or any transfer agent or other agent of the Corporation, shall be prima facie evidence of the facts stated in the notice in the absence of fraud.

(b) When a meeting is adjourned to reconvene at another time or place, notice need not be given of the adjourned meeting if the place, if any, date and time thereof, and the means of remote communications, if any, by which stockholders and proxyholders may be deemed to be present in person and vote at such adjourned meeting are announced at the meeting at which the adjournment is taken; provided, however, that if the adjournment is for more than thirty (30) days, a notice of the adjourned meeting shall be given to each stockholder and each Convertible Noteholder of record entitled to vote at the meeting. If after the adjournment a new record date for stockholders entitled to vote is fixed for the adjourned meeting, the Board of Directors shall fix a new record date for notice of such adjourned meeting in accordance with Section 7.6(a), and shall give notice of the adjourned meeting to each stockholder and each Convertible Noteholder of record entitled to vote at such adjourned meeting as of the record date fixed for notice of such adjourned meeting.

Section 2.4 Organization.

(a) Meetings of stockholders shall be presided over by the Chairman of the Board of Directors, or in his or her absence, by the Chief Executive Officer or, in his or her absence, by another person designated by the Board of Directors. The Secretary of the Corporation, or in his or her absence, an Assistant Secretary, or in the absence of the Secretary and all Assistant Secretaries, a person whom the chairman of the meeting shall appoint, shall act as secretary of the meeting and keep a record of the proceedings thereof.

(b) The date and time of the opening and the closing of the polls for each matter upon which the stockholders and Convertible Noteholders shall vote at a meeting of stockholders shall be announced at the meeting. The Board of Directors may adopt such rules and regulations for the conduct of any meeting of stockholders as it shall deem appropriate. Except to the extent inconsistent with such rules and regulations as adopted by the Board of Directors, the chairman of the meeting shall have the authority to adopt and enforce such rules and regulations for the conduct of any meeting of stockholders and the safety of those in attendance as, in the judgment of the chairman, are necessary, appropriate or convenient for the conduct of the meeting. Rules and regulations for the conduct of meetings of stockholders, whether adopted by the Board of Directors or by the chairman of the meeting, may include without limitation, establishing: (i) an agenda or order of business for the meeting; (ii) rules and procedures for maintaining order at the meeting and the safety of those present; (iii) limitations on attendance at or participation in the meeting to stockholders entitled to vote at the meeting, their duly authorized and constituted proxies and such other persons as the chairman of the meeting shall permit; (iv) restrictions on entry to the meeting after the time fixed for the commencement thereof; (v) limitations on the time allotted for consideration of each agenda item and for questions and comments by participants; (vi) regulations for the opening and closing of the polls for balloting and matters which are to be voted on by ballot (if any); and (vii) procedures (if any) requiring attendees to provide the Corporation advance notice of their intent to attend the meeting. Subject to any rules and regulations adopted by the Board of Directors, the chairman of the meeting may convene and, for any reason, from time to time, adjourn and/or recess any meeting of stockholders pursuant to Section 2.7. The chairman of the meeting, in addition to making any other determinations that may be appropriate to the conduct of the meeting, shall have the power to declare that certain business was not properly brought before the meeting if the facts warrant, and if such chairman should so declare, such business shall not be transacted.

Section 2.5 List of Stockholders and Convertible Noteholders. The officer who has charge of the stock ledger shall prepare and make, at least ten (10) days before every meeting of stockholders, a complete list of the stockholders and Convertible Noteholders entitled to vote at the meeting; provided, however, that if the record date for determining the stockholders and Convertible Noteholders entitled to vote is less than ten (10) days before the date of the meeting, the list shall reflect the stockholders and Convertible Noteholders entitled to vote as of the 10th day before the meeting date. Such list shall be arranged in alphabetical order and shall show the address of each stockholder and Convertible Noteholder and the number of shares registered in the name of each stockholder. Nothing in this Section 2.5 shall require the Corporation to include electronic mail addresses or other electronic contact information on such list. Such list shall be open to the examination of any stockholder and Convertible Noteholder, for any purpose germane to the meeting at least ten (10) days prior to the meeting: (a) on a reasonably accessible electronic

network, provided that the information required to gain access to such list is provided with the notice of meeting; or (b) during ordinary business hours at the principal place of business of the Corporation. In the event that the Corporation determines to make the list available on an electronic network, the Corporation shall take reasonable steps to ensure that such information is available only to stockholders and Convertible Noteholders. If the meeting is to be held at a place, then a list of stockholders entitled to vote at the meeting shall be produced and kept at the time and place of the meeting during the whole time thereof and may be examined by any stockholder or Convertible Noteholder who is present. If the meeting is to be held solely by means of remote communication, then the list shall also be open to the examination of any stockholder or Convertible Noteholder during the whole time of the meeting on a reasonably accessible electronic network, and the information required to access such list shall be provided with the notice of the meeting. Except as otherwise required by law, the stock ledger shall be the only evidence as to who are the stockholders and Convertible Noteholders entitled to examine the list of stockholders and Convertible Noteholders required by this Section 2.5 or to vote in person or by proxy at any meeting of stockholders.

Section 2.6 Quorum. Except as otherwise required by law, the Certificate of Incorporation (including any Preferred Stock Designation) or these Bylaws, at any meeting of stockholders, a majority of the voting power of the stock outstanding and entitled to vote at the meeting (including the Convertible Notes on an as-converted basis), present in person or represented by proxy, shall constitute a quorum for the transaction of business; provided, however, that where a separate vote by a class or series or classes or series is required, a majority of the voting power of the stock of such class or series or classes or series outstanding and entitled to vote on that matter (including the Convertible Notes on an as-converted basis), present in person or represented by proxy, shall constitute a quorum entitled to take action with respect to such matter. If a quorum is not present or represented at any meeting of stockholders, then the chairman of the meeting, or a majority of the voting power of the stock (including the Convertible Notes on an as-converted basis) present in person or represented by proxy at the meeting and entitled to vote thereon, shall have power to adjourn or recess the meeting from time to time in accordance with Section 2.7, until a quorum is present or represented. Subject to applicable law, if a quorum initially is present at any meeting of stockholders, the stockholders may continue to transact business until adjournment or recess, notwithstanding the withdrawal of enough stockholders to leave less than a quorum, but if a quorum is not present at least initially, no business other than adjournment or recess may be transacted.

Section 2.7 Adjourned or Recessed Meeting. Any annual or special meeting of stockholders, whether or not a quorum is present, may be adjourned or recessed for any reason from time to time by the chairman of the meeting, subject to any rules and regulations adopted by the Board of Directors pursuant to Section 2.4(b). Any such meeting may be adjourned for any reason (and may be recessed if a quorum is not present or represented) from time to time by a majority of the voting power of the stock present in person or represented by proxy at the meeting and entitled to vote thereon (including the Convertible Notes). At any such adjourned or recessed meeting at which a quorum may be present, any business may be transacted that might have been transacted at the meeting as originally called.

Section 2.8 Voting.

(a) In accordance with Article 4 of the Certificate of Incorporation, as long as the Convertible Notes are outstanding, the Convertible Noteholders shall be entitled to vote upon all matters upon which holders of any class or classes of the Corporation's common stock, par value $0.[001] per share ("Common Stock") have the right to vote. Except as otherwise required by law, the Certificate of Incorporation (including any Preferred Stock Designation) or that certain Stockholders Agreement, dated as of [•], 2020, by and among the Corporation and certain of its stockholders (as amended from time to time, the "Stockholders Agreement"), (i) each holder of Common Stock (such holder, a "Common Stockholder," and together with the Convertible Noteholders, the "Securityholders") shall be entitled to one vote for each outstanding share of Common Stock held of record by such Common Stockholder that has voting power upon the subject matter in question, and (ii) each Convertible Noteholder that has voting power upon the subject matter in question shall be entitled to one vote for each share of Common Stock (rounded down to the nearest whole share) into which the Convertible Notes held by such Convertible Noteholder may be converted in accordance with that certain Indenture, dated as of [•], by and between the Corporation, and [WSFS Financial Corporation], as trustee (the "Trustee").

(b) Except as otherwise required by law, the Certificate of Incorporation (including any Preferred Stock Designation), the Stockholders Agreement, these Bylaws or any law, rule or regulation applicable to the Corporation or its securities, at each meeting of stockholders at which a quorum is present, all corporate actions to be taken by vote of the Securityholders shall be authorized by the affirmative vote of at least a majority of the votes cast affirmatively or negatively, present in person or represented by proxy and entitled to vote on the subject matter and voting together as a single class, and where a separate vote by a class or series or classes or series is required, if a quorum of such class or series or classes or series is present, such act shall be authorized by the affirmative vote of at least a majority of the votes cast affirmatively or negatively by such class or series or classes or series, present in person or represented by proxy and entitled to vote on the subject matter. For the avoidance of doubt, abstentions shall not count as "votes cast," except as otherwise required by law, the Certificate of Incorporation (including any Preferred Stock Designation), these Bylaws or any law, rule or regulation applicable to the Corporation or its securities. Voting at meetings of stockholders need not be by written ballot.

Section 2.9 Proxies. Every Securityholder entitled to vote on any matter, shall have the right to do so either in person or by one or more persons authorized to act for such Securityholder by proxy, but no such proxy shall be voted or acted upon after three years from its date, unless the proxy provides for a longer period. A proxy shall be irrevocable if it states that it is irrevocable and if, and only as long as, it is coupled with an interest sufficient in law to support an irrevocable power. A proxy may be made irrevocable regardless of whether the interest with which it is coupled is an interest in the stock itself or an interest in the Corporation generally. A Securityholder may revoke any proxy which is not irrevocable by attending the meeting and voting in person or by delivering to the Secretary of the Corporation a revocation of the proxy or executed new proxy bearing a later date.

Section 2.10 No Action by Written Consent.. Except as otherwise provided for or fixed pursuant to the Certificate of Incorporation (including any Preferred Stock Designation), no action that is required or permitted to be taken by the Securityholders of the Corporation may be effected by consent of Securityholders in lieu of a meeting of stockholders.

Section 2.11 Meetings by Remote Communications. The Board of Directors may, in its sole discretion, determine that a meeting of stockholders shall not be held at any place, but may instead be held solely by means of remote communication in accordance with Section 211(a)(2) of the DGCL. If authorized by the Board of Directors in its sole discretion, and subject to such guidelines and procedures as the Board of Directors may adopt, Securityholders and proxyholders not physically present at a meeting of stockholders may, by means of remote communication: (a) participate in a meeting of stockholders; and (b) be deemed present in person and vote at a meeting of stockholders whether such meeting is to be held at a designated place or solely by means of remote communication, provided that: (i) the Corporation shall implement reasonable measures to verify that each person deemed present and permitted to vote at the meeting by means of remote communication is a Securityholder or proxyholder; (ii) the Corporation shall implement reasonable measures to provide such Securityholders and proxyholders a reasonable opportunity to participate in the meeting and to vote on matters submitted to the Securityholders, including an opportunity to read or hear the proceedings of the meeting substantially concurrently with such proceedings; and (iii) if any Securityholder or proxyholder votes or takes other action at the meeting by means of remote communication, a record of such vote or other action shall be maintained by the Corporation.

ARTICLE III
DIRECTORS

Section 3.1 Powers. Except as otherwise required by the DGCL or as provided in the Certificate of Incorporation (including any Preferred Stock Designation), the business and affairs of the Corporation shall be managed by or under the direction of the Board of Directors. In addition to the powers and authorities these Bylaws expressly confer upon it, the Board of Directors may exercise all such powers of the Corporation and do all such lawful acts and things as are not by law, the Certificate of Incorporation (including any Preferred Stock Designation) or these Bylaws required to be exercised or done by the stockholders.

Section 3.2 Number and Appointment.

(a) Except as otherwise provided for or fixed pursuant to the Certificate of Incorporation (including any Preferred Stock Designation), the number of directors which shall constitute the initial Board of Directors shall be five, each director designated in accordance with the Stockholders Agreement. Thereafter, the number of directors shall be established from time to time in accordance with the provisions of the Stockholders Agreement, or after termination of the Stockholders Agreement, by resolution of the Board of Directors. Each director shall hold office until a successor is duly appointed and qualified or until his or her earlier death, resignation or removal as provided in the Stockholders Agreement.

(b) Directors need not be stockholders unless so required by the Certificate of Incorporation (including any Preferred Stock Designation), the Stockholders Agreement or these Bylaws, wherein other qualifications for directors may be prescribed.

Section 3.3 Voting. Each director shall have one vote, except, for so long as the Stockholders Agreement shall remain in effect in accordance with its terms, (i) in connection with the matters set forth in Section 6.6 of the Stockholders Agreement and (ii) each director that is

designated pursuant to Section 6.1(b)(iii) of the Stockholders Agreement will have 1.5 votes. All decisions of the Board of Directors will require the approval of a majority of all of the voting power of the directors, except for those actions set forth in Section 6.6 of the Stockholders Agreement.

Section 3.4 Vacancies and Newly Created Directorships. Subject to the rights of the holders of any outstanding series of Preferred Stock, and unless otherwise required by law or resolution of the Board of Directors, newly created directorships resulting from any increase in the authorized number of directors and any vacancies in the Board of Directors resulting from death, resignation, retirement, disqualification, removal from office or other cause shall be filled in accordance with the Stockholders Agreement, or after termination of the Stockholders Agreement in accordance with the terms thereof, by resolution of the Board of Directors. Any director elected to fill a vacancy or newly created directorship shall hold office until the next annual meeting and until his or her successor shall be elected and qualified, or until his or her earlier death, resignation, retirement, disqualification or removal from office or as otherwise provided in the Stockholders Agreement.

Section 3.5 Resignations. Any director may resign at any time upon notice given in writing or by electronic transmission to the Board of Directors, the Chairman of the Board of Directors or the Secretary of the Corporation. Such resignation shall take effect upon delivery, unless the resignation specifies a later effective date or time or an effective date or time determined upon the happening of an event or events. Unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 3.6 Regular Meetings. Regular meetings of the Board of Directors shall be held at such place or places, within or without the State of Delaware, on such date or dates and at such time or times, as shall have been established by the Board of Directors and publicized among all directors. A notice of each regular meeting shall not be required.

Section 3.7 Special Meetings. Special meetings of the Board of Directors for any purpose or purposes may be called at any time by the Chairman of the Board of Directors, the Chief Executive Officer or a majority of the directors then in office. The person or persons authorized to call special meetings of the Board of Directors may fix the place, within or without the State of Delaware, date and time of such meetings. Notice of each such meeting shall be given to each director, if by mail, addressed to such director at his or her residence or usual place of business, at least five days before the day on which such meeting is to be held, or shall be sent to such director by electronic transmission, or be delivered personally or by telephone, in each case at least twenty-four (24) hours prior to the time set for such meeting. A notice of special meeting need not state the purpose of such meeting, and, unless indicated in the notice thereof, any and all business may be transacted at a special meeting.

Section 3.8 Participation in Meetings by Conference Telephone. Members of the Board of Directors, or of any committee thereof, may participate in a meeting of such Board of Directors or committee by means of conference telephone or other communications equipment by means of which all persons participating in the meeting can hear each other, and such participation shall constitute presence in person at such meeting.

Section 3.9 Quorum and Voting. Except as otherwise required by law, the Certificate of Incorporation or these Bylaws, a majority of the whole Board of Directors shall constitute a quorum for the transaction of business at any meeting of the Board of Directors, and the vote of a majority of the directors present at a duly held meeting at which a quorum is present shall be the act of the Board of Directors. The chairman of the meeting or a majority of the directors present may adjourn the meeting to another time and place whether or not a quorum is present. At any adjourned meeting at which a quorum is present, any business may be transacted which might have been transacted at the meeting as originally called.

Section 3.10 Board of Directors Action by Written Consent Without a Meeting.

Unless otherwise restricted by the Certificate of Incorporation or these Bylaws, any action required or permitted to be taken at any meeting of the Board of Directors, or any committee thereof, may be taken without a meeting, provided that all members of the Board of Directors or committee, as the case may be, consent in writing or by electronic transmission to such action, and the writing or writings or electronic transmission or transmissions are filed with the minutes or proceedings of the Board of Directors or committee in accordance with applicable law. Such filing shall be in paper form if the minutes are maintained in paper form and shall be in electronic form if the minutes are maintained in electronic form. Any person (whether or not then a director) may provide, whether through instruction to an agent or otherwise, that a consent to action shall be effective at a future time (including a time determined upon the happening of an event), no later than sixty (60) days after such instruction is given or such provision is made and such consent shall be deemed to have been given at such effective time so long as such person is then a director and did not revoke the consent prior to such time. Any such consent shall be revocable prior to its becoming effective.

Section 3.11 Chairman of the Board of Directors. The Board of Directors shall elect a Chairman of the Board of Directors who must be a director and shall not be considered an officer of the Corporation. The Chairman of the Board of Directors shall preside at meetings of stockholders and directors and shall perform such other duties as the Board of Directors may from time to time determine. If the Chairman of the Board of Directors is not present at a meeting of the Board of Directors, another director chosen by the Board of Directors shall preside.

Section 3.12 Rules and Regulations. The Board of Directors shall adopt such rules and regulations not inconsistent with the provisions of law, the Certificate of Incorporation or these Bylaws for the conduct of its meetings and management of the affairs of the Corporation as the Board of Directors shall deem proper.

Section 3.13 Fees and Compensation of Directors. Unless otherwise restricted by the Certificate of Incorporation, directors may receive such compensation, if any, for their services on the Board of Directors and its committees, and such reimbursement of expenses, as may be fixed or determined by resolution of the Board of Directors.

Section 3.14 Emergency Bylaws. In the event of any emergency, disaster or catastrophe, as referred to in Section 110 of the DGCL, or other similar emergency condition, as a result of which a quorum of the Board of Directors or a standing committee of the Board of Directors cannot readily be convened for action, then the director or directors in attendance at the meeting shall

constitute a quorum. Such director or directors in attendance may further take action to appoint one or more of themselves or other directors to membership on any standing or temporary committees of the Board of Directors as they shall deem necessary and appropriate.

ARTICLE IV
COMMITTEES

Section 4.1 Committees of the Board of Directors. The Board of Directors may designate one or more committees, each such committee to consist of one or more of the directors of the Corporation. The Board of Directors may designate one or more directors as alternate members of any committee to replace any absent or disqualified member at any meeting of the committee. In the absence or disqualification of a member of a committee, the member or members present at any meeting and not disqualified from voting, whether or not he, she or they constitute a quorum, may unanimously appoint another member of the Board of Directors to act at the meeting in the place of any such absent or disqualified member. Any such committee, to the extent permitted by law and provided in the resolution of the Board of Directors establishing such committee, shall have and may exercise all the powers and authority of the Board of Directors in the management of the business and affairs of the Corporation, and may authorize the seal of the Corporation to be affixed to all papers which may require it. All committees of the Board of Directors shall keep minutes of their meetings and shall report their proceedings to the Board of Directors when requested or required by the Board of Directors.

Section 4.2 Meetings and Action of Committees. Unless the Board of Directors provides otherwise by resolution, any committee of the Board of Directors may adopt, alter and repeal such rules and regulations not inconsistent with the provisions of law, the Certificate of Incorporation or these Bylaws for the conduct of its meetings as such committee may deem proper. Except as otherwise required by law, the Certificate of Incorporation or these Bylaws, and except as otherwise provided in a resolution of the Board of Directors: (a) a majority of the directors then serving on a committee shall constitute a quorum for the transaction of business by the committee; provided, however, that in no case shall a quorum be less than one-third of the directors then serving on the committee; and (b) the vote of a majority of the members of a committee present at a meeting at which a quorum is present shall be the act of the committee.

ARTICLE V
OFFICERS

Section 5.1 Officers. The officers of the Corporation shall consist of a Chief Executive Officer, a Chief Financial Officer, a Chief Operating Officer, a Secretary and such other officers as the Board of Directors may from time to time determine, each of whom shall be elected by the Board of Directors, each to have such authority, functions or duties as set forth in these Bylaws or as determined by the Board of Directors. Each officer shall be elected by the Board of Directors and shall hold office for such term as may be prescribed by the Board of Directors and until such person's successor shall have been duly elected and qualified, or until such person's earlier death, disqualification, resignation or removal. Any number of offices may be held by the same person; provided, however, that no officer shall execute, acknowledge or verify any instrument in more than one capacity if such instrument is required by law, the Certificate of Incorporation or these Bylaws to be executed, acknowledged or verified by two or more officers. The Board of Directors

may require any officer, agent or employee to give security for the faithful performance of his or her duties.

Section 5.2 Compensation. The salaries of the officers of the Corporation and the manner and time of the payment of such salaries shall be fixed and determined by the Board of Directors and may be altered by the Board of Directors from time to time as it deems appropriate, subject to the rights, if any, of such officers under any contract of employment.

Section 5.3 Removal, Resignation and Vacancies. Any officer of the Corporation may be removed, with or without cause, by the Board of Directors or by a duly authorized officer, without prejudice to the rights, if any, of such officer under any contract to which it is a party. Any officer may resign at any time upon notice given in writing or by electronic transmission to the Corporation, without prejudice to the rights, if any, of the Corporation under any contract to which such officer is a party. If any vacancy occurs in any office of the Corporation, the Board of Directors may elect a successor to fill such vacancy for the remainder of the unexpired term and until a successor shall have been duly elected and qualified.

Section 5.4 Chief Executive Officer. The Chief Executive Officer shall have general supervision and direction of the business and affairs of the Corporation, shall be responsible for corporate policy and strategy, and shall report directly to the Board of Directors. Unless otherwise provided in these Bylaws or determined by the Board of Directors, all other officers of the Corporation shall report directly to the Chief Executive Officer or as otherwise determined by the Chief Executive Officer. The Chief Executive Officer shall, if present and in the absence of the Chairman of the Board of Directors, preside at meetings of the stockholders.

Section 5.5 Chief Financial Officer. The Chief Financial Officer shall exercise all the powers and perform the duties of the office of the chief financial officer and in general have overall supervision of the financial operations of the Corporation. The Chief Financial Officer shall supervise and be responsible for all the funds and securities of the Corporation, the deposit of all moneys and other valuables to the credit of the Corporation in depositories of the Corporation, borrowings and compliance with the provisions of all indentures, agreements and instruments governing such borrowings to which the Corporation is a party, the disbursement of funds of the Corporation and the investment of its funds, and in general shall perform all of the duties incident to the office of the Chief Financial Officer. The Chief Financial Officer shall, when requested, counsel with and advise the other officers of the Corporation and shall perform such other duties as the Board of Directors or the Chief Executive Officer may from time to time determine.

Section 5.6 Chief Operating Officer. The Chief Operating Officer shall have general responsibility for the management and control of the operations of the Corporation. The Chief Operating Officer shall, when requested, counsel with and advise the other officers of the Corporation and shall perform such other duties as the Board of Directors or the Chief Executive Officer may from time to time determine.

Section 5.7 Secretary. The powers and duties of the Secretary are: (i) to act as Secretary at all meetings of the Board of Directors, of the committees of the Board of Directors and of the stockholders and to record the proceedings of such meetings in a book or books to be kept for that purpose; (ii) to see that all notices required to be given by the Corporation are duly given and

served; (iii) to act as custodian of the seal of the Corporation and affix the seal or cause it to be affixed to all certificates of stock of the Corporation and to all documents, the execution of which on behalf of the Corporation under its seal is duly authorized in accordance with the provisions of these Bylaws; (iv) to have charge of the books, records and papers of the Corporation and see that the reports, statements and other documents required by law to be kept and filed are properly kept and filed; and (v) to perform all of the duties incident to the office of Secretary. The Secretary shall, when requested, counsel with and advise the other officers of the Corporation and shall perform such other duties as the Board of Directors or the Chief Executive Officer may from time to time determine.

Section 5.8 Additional Matters. The Chief Executive Officer and the Chief Financial Officer of the Corporation shall have the authority to designate employees of the Corporation to have the title of President, Vice President, Assistant Vice President, Treasurer, Assistant Treasurer, Controller or Assistant Secretary. Any employee so designated shall have the powers and duties determined by the officer making such designation. The persons upon whom such titles are conferred shall not be deemed officers of the Corporation unless elected by the Board of Directors.

Section 5.9 Checks; Drafts; Evidences of Indebtedness. From time to time, the Board of Directors shall determine the method, and designate (or authorize officers of the Corporation to designate) the person or persons who shall have authority, to sign or endorse all checks, drafts, other orders for payment of money and notes, bonds, debentures or other evidences of indebtedness that are issued in the name of or payable by the Corporation, and only the persons so authorized shall sign or endorse such instruments.

Section 5.10 Corporate Contracts and Instruments; How Executed. Except as otherwise provided in these Bylaws, the Board of Directors may determine the method, and designate (or authorize officers of the Corporation to designate) the person or persons who shall have authority to enter into any contract or execute any instrument in the name of and on behalf of the Corporation. Such authority may be general or confined to specific instances. Unless so authorized, or within the power incident to a person's office or other position with the Corporation, no person shall have any power or authority to bind the Corporation by any contract or engagement or to pledge its credit or to render it liable for any purpose or for any amount.

Section 5.11 Action with Respect to Securities of Other Corporations or Entities. The Chief Executive Officer or any other officer of the Corporation authorized by the Board of Directors or the Chief Executive Officer is authorized to vote, represent, and exercise on behalf of the Corporation all rights incident to any and all shares or other equity interests of any other corporation or entity or corporations or entities, standing in the name of the Corporation. The authority herein granted may be exercised either by such person directly or by any other person authorized to do so by proxy or power of attorney duly executed by the person having such authority.

Section 5.12 Delegation. The Board of Directors may from time to time delegate the powers or duties of any officer to any other officers or agents, notwithstanding the foregoing provisions of this Article V.

ARTICLE VI
INDEMNIFICATION AND ADVANCEMENT OF EXPENSES

Section 6.1 Right to Indemnification. Each person who was or is a party or is threatened to be made a party to, or was or is otherwise involved in, any action, suit, arbitration, alternative dispute resolution mechanism, investigation, inquiry, judicial, administrative or legislative hearing, or any other threatened, pending or completed proceeding, whether brought by or in the right of the Corporation or otherwise, including any and all appeals, whether of a civil, criminal, administrative, legislative, investigative or other nature (hereinafter a "proceeding"), by reason of the fact that he or she is or was a director or an officer of the Corporation or while a director or officer of the Corporation is or was serving at the request of the Corporation as a director, officer, employee, agent or trustee of another corporation or of a partnership, joint venture, trust or other enterprise, including service with respect to an employee benefit plan (hereinafter an "indemnitee"), or by reason of anything done or not done by him or her in any such capacity, shall be indemnified and held harmless by the Corporation to the fullest extent authorized by the DGCL, as the same exists or may hereafter be amended, against all expense, liability and loss (including attorneys' fees, judgments, fines, ERISA excise taxes, penalties and amounts paid in settlement by or on behalf of the indemnitee) actually and reasonably incurred by such indemnitee in connection therewith, all on the terms and conditions set forth in these Bylaws; provided, however, that, except as otherwise required by law or provided in Section 6.3 with respect to suits to enforce rights under this Article VI, the Corporation shall indemnify any such indemnitee in connection with a proceeding, or part thereof, voluntarily initiated by such indemnitee (including claims and counterclaims, whether such counterclaims are asserted by: (i) such indemnitee; or (ii) the Corporation in a proceeding initiated by such indemnitee) only if such proceeding, or part thereof, was authorized or ratified by the Board of Directors or the Board of Directors otherwise determines that indemnification or advancement of expenses is appropriate.

Section 6.2 Right to Advancement of Expenses.

(a) In addition to the right to indemnification conferred in Section 6.1, an indemnitee shall, to the fullest extent permitted by law, also have the right to be paid by the Corporation the expenses (including attorneys' fees) incurred in defending any proceeding in advance of its final disposition (hereinafter an "advancement of expenses"); provided, however, that an advancement of expenses shall be made only upon delivery to the Corporation of an undertaking (hereinafter an "undertaking"), by or on behalf of such indemnitee, to repay all amounts so advanced if it shall ultimately be determined by final judicial decision of a court of competent jurisdiction from which there is no further right to appeal (hereinafter a "final adjudication") that such indemnitee is not entitled to be indemnified for such expenses under this Article VI or otherwise.

(b) Notwithstanding the foregoing Section 6.2(a), the Corporation shall not make or continue to make advancements of expenses to an indemnitee if a determination is reasonably made that the facts known at the time such determination is made demonstrate clearly and convincingly that the indemnitee acted in bad faith or in a manner that the indemnitee did not reasonably believe to be in or not opposed to the best interests of the Corporation, or, with respect to any criminal proceeding, that the indemnitee had reasonable cause to believe his or her conduct was unlawful. Such determination shall be made: (i) by the Board of Directors by a majority vote

of directors who are not parties to such proceeding, whether or not such majority constitutes a quorum; (ii) by a committee of such directors designated by a majority vote of such directors, whether or not such majority constitutes a quorum; or (iii) if there are no such directors, or if such directors so direct, by independent legal counsel in a written opinion to the Board of Directors, a copy of which shall be delivered to the indemnitee.

Section 6.3 Right of Indemnitee to Bring Suit. If a request for indemnification under Section 6.1 is not paid in full by the Corporation within sixty (60) days, or if a request for an advancement of expenses under Section 6.2 is not paid in full by the Corporation within twenty (20) days, after a written request has been received by the Secretary of the Corporation, the indemnitee may at any time thereafter bring suit against the Corporation in a court of competent jurisdiction in the State of Delaware seeking an adjudication of entitlement to such indemnification or advancement of expenses. If successful in whole or in part in any such suit, or in a suit brought by the Corporation to recover an advancement of expenses pursuant to the terms of an undertaking, the indemnitee shall be entitled to be paid also the expense of prosecuting or defending such suit to the fullest extent permitted by law. In any suit brought by the indemnitee to enforce a right to indemnification hereunder (but not in a suit brought by the indemnitee to enforce a right to an advancement of expenses) it shall be a defense that the indemnitee has not met any applicable standard of conduct for indemnification set forth in the DGCL. Further, in any suit brought by the Corporation to recover an advancement of expenses pursuant to the terms of an undertaking, the Corporation shall be entitled to recover such expenses upon a final adjudication that the indemnitee has not met any applicable standard of conduct for indemnification set forth in the DGCL. Neither the failure of the Corporation (including its directors who are not parties to such action, a committee of such directors, independent legal counsel or its stockholders) to have made a determination prior to the commencement of such suit that indemnification of the indemnitee is proper in the circumstances because the indemnitee has met the applicable standard of conduct set forth in the DGCL, nor an actual determination by the Corporation (including its directors who are not parties to such action, a committee of such directors, independent legal counsel or its stockholders) that the indemnitee has not met such applicable standard of conduct, shall create a presumption that the indemnitee has not met the applicable standard of conduct or, in the case of such a suit brought by the indemnitee, be a defense to such suit. In any suit brought by the indemnitee to enforce a right to indemnification or to an advancement of expenses hereunder, or brought by the Corporation to recover an advancement of expenses pursuant to the terms of an undertaking, the burden of proving that the indemnitee is not entitled to be indemnified, or to such advancement of expenses, under applicable law, this Article VI or otherwise shall be on the Corporation.

Section 6.4 Non-Exclusivity of Rights. The rights to indemnification and to the advancement of expenses conferred in this Article VI shall not be exclusive of any other right which any person may have or hereafter acquire under any law, agreement, vote of stockholders or disinterested directors, provisions of a certificate of incorporation or bylaws, the Certificate of Incorporation or otherwise.

Section 6.5 Insurance. The Corporation may maintain insurance, at its expense, to protect itself and any director, officer, employee or agent of the Corporation or another corporation, partnership, joint venture, trust or other enterprise against any expense, liability or

loss, whether or not the Corporation would have the power to indemnify such person against such expense, liability or loss under the DGCL.

Section 6.6 Indemnification of Employees and Agents of the Corporation. The Corporation may, to the extent and in the manner permitted by law, and to the extent authorized from time to time, grant rights to indemnification and to the advancement of expenses to any employee or agent of the Corporation.

Section 6.7 Nature of Rights. The rights conferred upon indemnitees in this Article VI shall be contract rights and such rights shall continue as to an indemnitee who has ceased to be a director or officer and shall inure to the benefit of the indemnitee's heirs, executors and administrators. Any amendment, alteration or repeal of this Article VI that adversely affects any right of an indemnitee or its successors shall be prospective only and shall not limit or eliminate any such right with respect to any proceeding involving any occurrence or alleged occurrence of any action or omission to act that took place prior to such amendment, alteration or repeal.

Section 6.8 Settlement of Claims. Notwithstanding anything in this Article VI to the contrary, the Corporation shall not be liable to indemnify any indemnitee under this Article VI for any amounts paid in settlement of any proceeding effected without the Corporation's written consent, which consent shall not be unreasonably withheld.

Section 6.9 Subrogation. In the event of payment under this Article VI, the Corporation shall be subrogated to the extent of such payment to all of the rights of recovery of the indemnitee (excluding insurance obtained on the indemnitee's own behalf), and the indemnitee shall execute all papers required and shall do everything that may be necessary to secure such rights, including the execution of such documents necessary to enable the Corporation effectively to bring suit to enforce such rights.

Section 6.10 Severability. If any provision or provisions of this Article VI shall be held to be invalid, illegal or unenforceable as applied to any person or entity or circumstance for any reason whatsoever, then, to the fullest extent permitted by law: (a) the validity, legality and enforceability of such provision in any other circumstance and of the remaining provisions of this Article VI (including, without limitation, all portions of any paragraph of this Article VI containing any such provision held to be invalid, illegal or unenforceable, that are not by themselves invalid, illegal or unenforceable) and the application of such provision to other persons or entities or circumstances shall not in any way be affected or impaired thereby; and (b) to the fullest extent possible, the provisions of this Article VI (including, without limitation, all portions of any paragraph of this Article VI containing any such provision held to be invalid, illegal or unenforceable, that are not themselves invalid, illegal or unenforceable) shall be construed so as to give effect to the intent of the parties that the Corporation provide protection to the indemnitee to the fullest extent set forth in this Article VI.

ARTICLE VII
CAPITAL STOCK

Section 7.1 Certificates of Stock. The shares of the Corporation shall be uncertificated; provided, however, that the Board of Directors may provide by resolution or resolutions that some

or all of any or all classes or series of stock shall be evidenced by certificates in such form as the appropriate officers of the Corporation may from time to time approve, signed by or in the name of the Corporation by any two authorized officers of the Corporation, including, without limitation, the Chief Executive Officer, the Chief Financial Officer, the Chief Operating Officer, the Secretary, or any President, Treasurer, Assistant Treasurer, Controller or Assistant Secretary, of the Corporation certifying the number of shares owned by such holder in the Corporation. Any or all such signatures may be facsimiles. In case any officer, transfer agent or registrar who has signed or whose facsimile signature has been placed upon a certificate has ceased to be such officer, transfer agent or registrar before such certificate is issued, it may be issued by the Corporation with the same effect as if such person were such officer, transfer agent or registrar at the date of issue.

Section 7.2 Special Designation on Certificates. If the Corporation is authorized to issue more than one class of stock or more than one series of any class, then the powers, the designations, the preferences, and the relative, participating, optional or other special rights of each class of stock or series thereof and the qualifications, limitations or restrictions of such preferences and/or rights shall be set forth in full or summarized on the face or back of the certificate that the Corporation shall issue to represent such class or series of stock; provided, however, that, except as otherwise provided in Section 202 of the DGCL, in lieu of the foregoing requirements there may be set forth on the face or back of the certificate that the Corporation shall issue to represent such class or series of stock a statement that the Corporation will furnish without charge to each stockholder who so requests the powers, the designations, the preferences, and the relative, participating, optional or other special rights of each class of stock or series thereof and the qualifications, limitations or restrictions of such preferences and/or rights. Within a reasonable time after the issuance or transfer of uncertificated stock, the Corporation shall send to the registered owner thereof a written notice containing the information required to be set forth or stated on certificates pursuant to this Section 7.2 or Sections 151, 156, 202(a) or 218(a) of the DGCL or with respect to this Section 7.2 and Section 151 of the DGCL a statement that the Corporation will furnish without charge to each stockholder who so requests the powers, the designations, the preferences, and the relative, participating, optional or other special rights of each class of stock or series thereof and the qualifications, limitations or restrictions of such preferences and/or rights. Except as otherwise expressly provided by law, the rights and obligations of the holders of uncertificated stock and the rights and obligations of the holders of certificates representing stock of the same class and series shall be identical.

Section 7.3 Transfers of Stock. Transfers of shares of stock of the Corporation shall be made only on the books of the Corporation upon authorization by the registered holder thereof or by such holder's attorney thereunto authorized by a power of attorney duly executed and filed with the Secretary of the Corporation or a transfer agent for such stock, and if such shares are represented by a certificate, upon surrender of the certificate or certificates for such shares properly endorsed or accompanied by a duly executed stock transfer power and the payment of any taxes thereon; provided, however, that the Corporation shall be entitled to recognize and enforce any lawful restriction on transfer.

Section 7.4 Lost Certificates. The Corporation may issue a new share certificate or uncertificated shares in the place of any certificate theretofore issued by it, alleged to have been lost, stolen or destroyed, and the Corporation may require the owner of the lost, stolen or destroyed

certificate or the owner's legal representative to give the Corporation a bond (or other adequate security) sufficient to indemnify it against any claim that may be made against it (including any expense or liability) on account of the alleged loss, theft or destruction of any such certificate or the issuance of such new certificate or uncertificated shares. The Board of Directors may adopt such other provisions and restrictions with reference to lost certificates, not inconsistent with applicable law, as it shall in its discretion deem appropriate.

Section 7.5 Registered Stockholders. The Corporation shall be entitled to recognize the exclusive right of a person registered on its books as the owner of shares to receive dividends, and to vote as such owner, and shall not be bound to recognize any equitable or other claim to or interest in such share or shares on the part of any other person, whether or not it shall have express or other notice thereof, except as otherwise required by law.

Section 7.6 Record Date for Determining Securityholders.

(a) In order that the Corporation may determine the Securityholders entitled to notice of any meeting of stockholders or any adjourned meeting, the Board of Directors may fix a record date, which record date shall not precede the date upon which the resolution fixing the record date is adopted by the Board of Directors, and which record date shall, unless otherwise required by law, not be more than sixty (60) nor less than ten (10) days before the date of such meeting. If the Board of Directors so fixes a date, such date shall also be the record date for determining the Securityholders entitled to vote at such meeting unless the Board of Directors determines, at the time it fixes such record date, that a later date on or before the date of the meeting shall be the date for making such determination. If no record date is fixed by the Board of Directors, the record date for determining Securityholders entitled to notice of and to vote at a meeting of stockholders shall be at the close of business on the day next preceding the day on which notice is given, or, if notice is waived, at the close of business on the day next preceding the day on which the meeting is held. A determination of Securityholders of record entitled to notice of or to vote at a meeting of stockholders shall apply to any adjourned meeting; provided, however, that the Board of Directors may fix a new record date for the determination of Securityholders entitled to vote at the adjourned meeting, and in such case shall also fix as the record date for Securityholders entitled to notice of such adjourned meeting the same or an earlier date as that fixed for determination of Securityholders entitled to vote in accordance herewith at the adjourned meeting.

(b) In order that the Corporation may determine the stockholders entitled to receive payment of any dividend or other distribution or allotment of any rights, or entitled to exercise any rights in respect of any change, conversion or exchange of stock or for the purpose of any other lawful action, the Board of Directors may fix a record date, which record date shall not precede the date upon which the resolution fixing the record date is adopted by the Board of Directors, and which record date shall not be more than sixty (60) days prior to such action. If no such record date is fixed, the record date for determining stockholders for any such purpose shall be at the close of business on the day on which the Board of Directors adopts the resolution relating thereto.

Section 7.7 Regulations. To the extent permitted by applicable law, the Board of Directors may make such additional rules and regulations as it may deem expedient concerning the issue, transfer and registration of shares of stock of the Corporation.

Section 7.8 Waiver of Notice. Whenever notice is required to be given under any provision of the DGCL or the Certificate of Incorporation or these Bylaws, a written waiver, signed by the person entitled to notice, or a waiver by electronic transmission by the person entitled to notice, whether before or after the time stated therein, shall be deemed equivalent to notice. Attendance of a person at a meeting shall constitute a waiver of notice of such meeting, except when the person attends a meeting for the express purpose of objecting at the beginning of the meeting, to the transaction of any business because the meeting is not lawfully called or convened. Neither the business to be transacted at, nor the purpose of, any regular or special meeting of the stockholders, the Board of Directors or a committee of the Board of Directors need be specified in any written waiver of notice or any waiver by electronic transmission unless so required by the Certificate of Incorporation or these Bylaws.

ARTICLE VIII
GENERAL MATTERS

Section 8.1 Fiscal Year. The fiscal year of the Corporation shall begin on the first day of January of each year and end on the last day of December of the same year, or shall extend for such other 12 consecutive months as the Board of Directors may designate.

Section 8.2 Corporate Seal. The Board of Directors may provide a suitable seal, containing the name of the Corporation, which seal shall be in the charge of the Secretary of the Corporation. If and when so directed by the Board of Directors or a committee thereof, duplicates of the seal may be kept and used by the Chief Financial Officer or by any Treasurer, Assistant Secretary or Assistant Treasurer.

Section 8.3 Reliance Upon Books, Reports and Records. Each director and each member of any committee designated by the Board of Directors shall, in the performance of his or her duties, be fully protected in relying in good faith upon the books of account or other records of the Corporation and upon such information, opinions, reports or statements presented to the Corporation by any of its officers or employees, or committees of the Board of Directors so designated, or by any other person as to matters which such director or committee member reasonably believes are within such other person's professional or expert competence and who has been selected with reasonable care by or on behalf of the Corporation.

Section 8.4 Subject to Law and Certificate of Incorporation. All powers, duties and responsibilities provided for in these Bylaws, whether or not explicitly so qualified, are qualified by the Certificate of Incorporation (including any Preferred Stock Designation) and applicable law.

ARTICLE IX
AMENDMENTS

Section 9.1 Amendments . In furtherance and not in limitation of the powers conferred by DGLC or other statutes or laws of the State of Delaware, the Board of Directors is expressly authorized to adopt, amend or repeal, in whole or in part, these Bylaws without any action on the

part of the stockholders of the Corporation in accordance with the Stockholders Agreement. Except as otherwise provided in the Certificate of Incorporation (including the terms of any Preferred Stock Designation that require an additional vote) or these Bylaws, and in addition to any requirements of law, the affirmative vote of the directors designated by one or more Major Stockholders collectively representing at least sixty percent (60%) of the issued and outstanding Common Stock (on an as-converted basis) cast affirmatively or negatively, present in person or by proxy and entitled to vote thereon, voting together as a single class, shall be required for the stockholders to adopt, amend or repeal, or adopt any provision inconsistent with, any provision of these Bylaws. For the avoidance of doubt, abstentions shall not count as "votes cast," except as otherwise required by law, the Certificate of Incorporation (including any Preferred Stock Designation), the Stockholders Agreement, these Bylaws or any law, rule or regulation applicable to the Corporation or its securities.

The foregoing Bylaws were adopted by the Board of Directors on [•], 2020.

Exhibit B

Exit Facility Credit Agreement

[TO COME]

PLEASE TAKE FURTHER NOTICE that certain documents, or portions thereof, contained in this Exhibit B and the Plan Supplement remain subject to continuing negotiations among the Debtors and interested parties with respect thereto. The Debtors reserve all rights, subject to the terms and conditions set forth in the Plan and the Restructuring Support Agreement, to amend, revise, or supplement the Plan Supplement, and any of the documents and designations contained herein, at any time before the Effective Date of the Plan, or any such other date as may be provided for by the Plan or by order of the Bankruptcy Court.

Exhibit C

New Board Disclosure

PLEASE TAKE FURTHER NOTICE that certain documents, or portions thereof, contained in this Exhibit C and the Plan Supplement remain subject to continuing negotiations among the Debtors and interested parties with respect thereto. The Debtors reserve all rights, subject to the terms and conditions set forth in the Plan and the Restructuring Support Agreement, to amend, revise, or supplement the Plan Supplement, and any of the documents and designations contained herein, at any time before the Effective Date of the Plan, or any such other date as may be provided for by the Plan or by order of the Bankruptcy Court.

Exhibit C

Section 1129(a)(5) Disclosures Regarding Directors and Officers

I. Disclosure Regarding Directors

On and as of the Effective Date, the existing boards of directors and other governing bodies of the Debtors will be deemed to have resigned in each case 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. The initial New Board shall be selected in accordance with the terms of the New Stockholders Agreement.

In accordance with Article V.L of the Plan and consistent with the requirements of section 1129(a)(5) of the Bankruptcy Code, to the extent known, the Debtors will disclose at or before the Confirmation Hearing the identities and affiliations of the remaining proposed members of the New Board. To the extent any director is an "insider" under the Bankruptcy Code, the nature of any compensation to be paid to such director will also be disclosed. Each director and officer of the Reorganized Debtors shall serve from and after the Effective Date pursuant to applicable law and the terms of the applicable Amended/New Organizational Documents and other constituent documents.

II. Disclosure Regarding Officers

Subject to and in accordance with the terms and conditions of Article VI.G of the Plan, the Debtors' existing officers will continue with the Debtors through and after the Effective Date in their current roles and receive compensation consistent with the Debtors' current practices. After the Effective Date, the appointment of officers and executives of the Reorganized Debtors shall be governed by the applicable Amended/New Organizational Documents, subject to (a) the terms and conditions thereof and the Restructuring Support Agreement and (b) the approval of the New Board.

Exhibit D

New Secured Convertible Notes Indenture

PLEASE TAKE FURTHER NOTICE that certain documents, or portions thereof, contained in this Exhibit D and the Plan Supplement remain subject to continuing negotiations among the Debtors and interested parties with respect thereto. The Debtors reserve all rights, subject to the terms and conditions set forth in the Plan and the Restructuring Support Agreement, to amend, revise, or supplement the Plan Supplement, and any of the documents and designations contained herein, at any time before the Effective Date of the Plan, or any such other date as may be provided for by the Plan or by order of the Bankruptcy Court.

[Reorganized Holdco]
as Issuer,

and

Wilmington Savings Fund Society, FSB,
as Trustee and Collateral Agent

INDENTURE

Dated as of [●], 2020

8.0%/10.0% Senior Secured Convertible PIK Toggle Notes due 2026

TABLE OF CONTENTS

Note: This Table of Contents shall not, for any purpose, be deemed to be part of this Indenture.

INDENTURE dated as of [●], 2020 between [Reorganized Holdco], a Delaware corporation (the "Company"), and Wilmington Savings Fund Society, FSB, as trustee (the "Trustee"). The Company has duly authorized the creation of an issue of 8.0%/10.0% Senior Secured Convertible PIK Toggle Notes due 2026 and, to provide therefor, the Company has duly authorized the execution and delivery of this Indenture. All things necessary to make the Notes, when duly issued and executed by the Company and authenticated and delivered hereunder, the valid and binding obligations of the Company and to make this Indenture a valid and binding agreement of the Company have been done.

For and in consideration of the premises and the purchase of the Notes by the Holders thereof, the parties hereto covenant and agree, for the equal and proportionate benefit of all Holders, as follows:

ARTICLE ONE

DEFINITIONS AND INCORPORATION BY REFERENCE

SECTION 1.01. Definitions.

Set forth below are certain defined terms used in this Indenture.

"ABL Agent" has the meaning assigned to it in the Intercreditor Agreement.

"ABL Facility Agreement" means the Credit Agreement dated as of the Issue Date by and among, among others, the Company, the various lenders and agents party thereto and [ ], as Administrative Agent, together with the related documents, instruments and agreements executed in connection therewith (including, without limitation, any guarantees, notes and security documents), as such agreement, in whole or in part, in one or more instances, may be amended, renewed, extended, substituted, Refinanced, restructured, replaced, supplemented or otherwise modified from time to time (including increasing the amount available for borrowing thereunder and including Refinancing with the same or different lenders or agents or any agreement extending the maturity of, or increasing the commitments to extend, Indebtedness or any commitment to extend such Indebtedness, and any successor or replacement agreements and whether by the same or any other agent, lender or group of lenders).

"ABL Priority Collateral" has the meaning assigned to it in the Intercreditor Agreement.

"ABL Priority Liens" means all Liens on the Collateral and other property and assets of the Company and its Restricted Subsidiaries in favor of the ABL Agent securing the "ABL Debt" (as defined in the Intercreditor Agreement) and having the relative priorities specified in the Intercreditor Agreement with respect to such Liens on the Collateral.

"ABL Priority Lien Obligations" means all Obligations secured by ABL Priority Liens pursuant to clause (2) of the definition of "Permitted Liens".

"Acquired Indebtedness" means Indebtedness of a Person or any of its Subsidiaries existing at the time such Person becomes a Restricted Subsidiary of the Company or at the time it merges or consolidates with or into the Company or any of its Restricted Subsidiaries or

assumed in connection with the acquisition of assets from such Person and in each case whether or not incurred by such Person in connection with, or in anticipation or contemplation of, such Person becoming a Restricted Subsidiary of the Company or such acquisition, merger or consolidation.

"Affiliate" means, with respect to any specified Person, any other Person who directly or indirectly through one or more intermediaries controls, or is controlled by, or is under common control with, such specified Person. The term "control" means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies, or the dismissal or appointment of the management of a Person, whether through the ownership of voting securities, by contract or otherwise; and the terms "controlling" and "controlled" have meanings correlative of the foregoing.

"Agent" means any Registrar, Paying Agent or Conversion Agent.

"AI" means an "accredited investor" as described in Rule 501(a) under the Securities Act.

"amend" means to amend, supplement, restate, amend and restate or otherwise modify, including successively; and "amendment" shall have a correlative meaning.

"Asset Sale" means any direct or indirect sale, issuance, conveyance, transfer, lease (other than operating leases entered into in the ordinary course of business), assignment or other transfer for value by the Company or any of its Restricted Subsidiaries (including any Sale and Leaseback Transaction) to any Person other than the Company or a Restricted Subsidiary of the Company (*provided* that, in the case of any such sale, issuance, conveyance, transfer, lease, assignment or other transfer, to the extent such property or assets constitute Notes Priority Collateral, such sale, issuance, conveyance, transfer, lease, assignment or other transfer is to the Company or a Guarantor except to the extent such Notes Priority Collateral consists of Capital Stock or intercompany debt of a Foreign Subsidiary) of: (1) any Capital Stock of any Restricted Subsidiary of the Company; or (2) any other property or assets of the Company or any Restricted Subsidiary of the Company (other than director qualifying shares or shares required by applicable law to be held by a Person other than the Company or Restricted Subsidiary); *provided*, *however*, that the term "Asset Sale" shall not include:

(a) a transaction or series of related transactions with respect to property or assets with a fair market value of, and for which the Company or its Restricted Subsidiaries receive aggregate consideration of, less than $20.0 million;

(b) the sale, lease, conveyance, disposition or other transfer of all or substantially all of the assets of the Company as permitted under Section 5.01;

(c) any Restricted Payment permitted by Section 4.07 or any Investment that constitutes a Permitted Investment;

(d) the sale or discount, in each case without recourse, of accounts receivable arising in the ordinary course of business, whether pursuant to a factoring arrangement or otherwise, or in connection with the compromise, settlement or collection thereof;

(e) disposals or replacements of obsolete, damaged or worn out assets and property and the abandonment, lapse or other disposition of intellectual property that is, in the good faith judgment of the Company, no longer economically desirable to maintain or useful in the conduct of the business of the Company and its Restricted Subsidiaries, taken as a whole;

(f) the creation of or realization on any Lien permitted under this Indenture;

(g) the sale or lease of products, services or inventory in the ordinary course of business;

(h) sales or grants of licenses or sublicenses to use the patents, trade secrets, know-how and other intellectual property, and licenses, leases or subleases of other assets, of the Company or any Restricted Subsidiary to the extent not materially interfering with the business of Company and the Restricted Subsidiaries;

(i) foreclosures, condemnations, expropriations, seizures, requisitions for use, exercise of the power of eminent domain, or similar actions on assets or property;

(j) any sale of Capital Stock in, or Indebtedness or other securities of, an Unrestricted Subsidiary;

(k) the sale or other disposition of cash or Cash Equivalents;

(l) any release of intangible claims or rights in connection with the loss or settlement of a bona fide lawsuit, dispute or other controversy;

(m) any exchange of property pursuant to or intended to qualify under Section 1031 (or any successor section) of the Code;

(n) any trade-in of equipment in exchange for other equipment to be used in a Permitted Business but only to the extent of the value of the equipment received;

(o) the unwinding of any Hedging Obligations;

(p) (i) any exchange of assets (including a combination of assets and Cash Equivalents) for assets related to a Permitted Business of comparable or greater market value or usefulness to the business of the Company and its Restricted Subsidiaries as a whole, as determined in good faith by the Company and (ii) in the ordinary course of business, any swap of assets, or lease, assignment or sublease of any real or personal property, in exchange for services (including in connection with any outsourcing arrangements) of comparable or greater value or usefulness to the business of the Company and its Restricted Subsidiaries as a whole, as determined in good faith by the Company; *provided* that if the assets transferred pursuant to this clause (s) are Notes Priority Collateral the assets received in exchange therefor shall be pledged as Notes Priority Collateral;

(q) any sale, conveyance or other disposition of property or assets of the Company or any Restricted Subsidiary (whether in a single transaction or a series of related transactions and

including any settlement of claims) in connection with the Emergence Transactions or approved by the Bankruptcy Court;

(r) sales, transfers and other dispositions of Investments in joint ventures (i) to the extent required by, or made pursuant to, customary buy/sell arrangements between the joint venture parties set forth in joint venture arrangements or (ii) made in the ordinary course of business;

(s) issuance of Capital Stock by the Company or a Restricted Subsidiary to holders of its Capital Stock in accordance with its charter and other organizational documents;

(t) any disposition that constitutes a Change of Control;

(u) the expiration, in the ordinary course of business, or termination by the Company or any of its Subsidiaries of leases and licenses of real or personal property (including intellectual property) of the Company and its Subsidiaries where such Persons are the lessees or licensees with respect thereto, where such expiration or termination, individually or in the aggregate, could not reasonably be expected to cause a material adverse effect on the business or financial condition of the Company and its Restricted Subsidiaries, taken as a whole, and in the case of leases of the Company, rejection of any such leases under Section 365 of the Bankruptcy Code;

(v) the sale or disposition of subsurface mineral and oil and gas rights so long as such sale or disposition does not materially interfere with or impair the use or operation of the remaining real property attached thereto; or

(w) maintenance of or creation of escrow or trust arrangements to enable the Company to comply with environmental laws in the ordinary course of business including deposits to and payments from such escrows or trusts.

Notwithstanding the foregoing, the Company may voluntarily treat any transaction otherwise exempt from the definition of "Asset Sale" pursuant to clauses (a) through (z) above as an "Asset Sale" by designating such transaction as an Asset Sale for purposes of the Indenture in an officer's certificate delivered to the Trustee.

"Bankruptcy Code" means the Bankruptcy Reform Act of 1978, as amended and codified in title 11 of the United States Code, 11 U.S.C. §§ 101-1532, as in effect on the date of the Plan of Reorganization but, with respect to amendments to the Bankruptcy Code subsequent to commencement of the Chapter 11 Case, only to the extent that such amendments were made expressly applicable to bankruptcy cases which were filed as of the enactment of such amendments.

"Bankruptcy Court" means the Bankruptcy Court for the Southern District of Texas or such other court as may have jurisdiction over the Chapter 11 Case.

"Bankruptcy Law" means the Bankruptcy Code or any insolvency or other similar federal, state or foreign law for the relief of debtors.

"Bankruptcy Rules" means the Federal Rules of Bankruptcy Procedure and the Official Bankruptcy Forms, as amended, the Federal Rules of Civil Procedure, as amended, as applicable to the Chapter 11 Case or proceedings therein, and the Local Rules of the Bankruptcy Court, as applicable to the Chapter 11 Case or proceedings therein, as the case may be.

"Beneficial Owner" has the meaning assigned to such term in Rule 13d-3 and Rule 13d-5 under the Exchange Act, except that in calculating the beneficial ownership of any particular "person" (as that term is used in Section 13(d)(3) of the Exchange Act), such "*person*" will be deemed to have beneficial ownership of all securities that such "person" has the right to acquire by conversion or exercise of other securities, whether such right is currently exercisable or is exercisable only after the passage of time. The terms "Beneficially Owns," "Beneficially Owned" and "Beneficial Ownership" have a corresponding meaning.

"Board of Directors" means, as to any Person, the board of directors (or functionally equivalent governing body) of such Person or any duly authorized committee thereof.

"Board Resolution" means, with respect to any Person, a copy of a resolution certified by the Secretary or an Assistant Secretary of such Person to have been duly adopted by the Board of Directors of such Person and to be in full force and effect on the date of such certification, and delivered to the Trustee.

"Business Day" means each day that is not a Saturday, Sunday or other day on which banking institutions in New York, New York, or in the city in the United States of the corporate trust office of the Trustee (currently located in [City, State]), are authorized or required by law to close.

"Capital Stock" means:

(1) with respect to any Person that is a corporation, any and all shares, interests, participations or other equivalents (however designated and whether or not voting) of corporate stock, including each class of Common Stock and Preferred Stock of such Person, and all options, warrants or other rights to purchase or acquire any of the foregoing; and

(2) with respect to any Person that is not a corporation, any and all partnership, membership or other equity interests of such Person, and all options, warrants or other rights to purchase or acquire any of the foregoing.

"Capitalized Lease Obligation" means, as to any Person, the obligations of such Person under a lease that are required to be classified and accounted for as capital lease obligations under GAAP and, for purposes of this definition, the amount of such obligations at any date shall be the capitalized amount of such obligations at such date, determined in accordance with GAAP.

"Cash Equivalents" means:

(1) marketable direct obligations issued by, or unconditionally guaranteed by, the United States Government or issued by any agency thereof and backed by the full faith and credit of the United States, in each case maturing within one year from the date of acquisition thereof;

(2) marketable direct obligations issued or fully guaranteed by any state of the United States of America or any political subdivision of any such state or any public instrumentality thereof, maturing within one year from the date of acquisition thereof and, at the time of acquisition, having one of the two highest ratings obtainable from either S&P or Moody's;

(3) commercial paper maturing no more than 270 days from the date of creation thereof and, at the time of acquisition, having a rating of at least A-2 from S&P or at least P-2 from Moody's;

(4) in the case of any Foreign Subsidiary, such local currencies held by it from time to time in the ordinary course of business and the foreign equivalent of Cash Equivalents described in clause (2) above;

(5) demand or time deposit accounts with commercial banks that satisfy the criteria described in clause (6) below or any other commercial bank organized under the laws of the United States of America, any state thereof, the District of Columbia, Canada or any province or territory thereof; *provided* that the full amount maintained with any such other bank is insured by the Federal Deposit Insurance Corporation or the Canadian Deposit Insurance Corporation, as applicable;

(6) obligations (including, but not limited to, overnight bank deposits, demand or time deposits, bankers' acceptances and certificates of deposit) issued or guaranteed by a depository institution or trust company organized under the laws of the United States of America, any state thereof, the District of Columbia, Canada or any province or territory thereof or any United States branch of a foreign bank or any member of the European Union; *provided* that (A) such instrument has a final maturity not more than one year from the date of purchase thereof by the Company or any Restricted Subsidiary of the Company and (B) such depository institution or trust company has at the date of acquisition thereof combined capital and surplus in excess of $500.0 million;

(7) debt securities with maturities of six months or less from the date of acquisition backed by standby letters of credit issued by any commercial bank satisfying the criteria described in clause (6) above;

(8) repurchase obligations with a term of not more than seven days for underlying securities of the types described in clauses (1), (2) and (6) above entered into with any bank meeting the qualifications specified in clause (6) above; and

(9) investments in money market funds which invest substantially all their assets in securities of the types described in clauses (1) through (7) above.

"Change of Control" means the occurrence of one or more of the following events:

(1) any sale, lease, exchange or other transfer (in one transaction or a series of related transactions) of all or substantially all of the assets of the Company to any Person or group of related Persons for purposes of Section 13(d) of the Exchange Act (a "Group"), together with any Affiliates thereof (whether or not otherwise in compliance with the provisions of this Indenture), other than a Permitted Holder;

(2) the approval by the holders of Capital Stock of the Company of any plan or proposal for the liquidation or dissolution of the Company (whether or not otherwise in compliance with the provisions of this Indenture);

(3) any Person or Group, other than one or more Permitted Holders, shall become the Beneficial Owner, directly or indirectly, of shares representing more than 50% of the aggregate ordinary voting power represented by the issued and outstanding Capital Stock of the Company; or

(4) individuals who on the Issue Date constitute the Board of Directors of the Company (together with any new directors whose election to such Board of Directors or whose nomination to such Board of Directors for election by the stockholders was approved by a vote of at least a majority of the members of such Board of Directors then in office who either were members of such Board of Directors on the Issue Date or whose election or nomination for election was so approved) cease to constitute a majority of the members of such Board of Directors then in office; or

(5) a "Change of Control" occurs under the ABL Facility Agreement.

Notwithstanding the foregoing: (A) any holding company whose only significant asset is Capital Stock of the Company or any of its direct or indirect parent companies shall not itself be considered a "Person" or "Group" for purposes of clause (3) above; (B) the transfer of assets between or among the Restricted Subsidiaries and the Company shall not itself constitute a Change of Control; (C) the term "Change of Control" shall not include a merger or consolidation of the Company with or the sale, assignment, conveyance, transfer, lease or other disposition of all or substantially all of the Company's assets to, an Affiliate incorporated or organized solely for the purpose of reincorporating or reorganizing the Company in another jurisdiction and/or for the sole purpose of forming or collapsing a holding company structure; (D) a "person" or "group" shall not be deemed to have Beneficial Ownership of securities subject to a stock purchase agreement, merger agreement or similar agreement (or voting or option agreement related thereto) until the consummation of the transactions contemplated by such agreement; (E) a transaction in which the Company or any direct or indirect parent of the Company becomes a Subsidiary of another Person (other than a Person that is an individual, such Person that is not an individual, the "Other Transaction Party") shall not constitute a Change of Control if (a) the shareholders of the Company or such direct or indirect parent of the Company as of immediately prior to such transaction Beneficially Own, directly or indirectly through one or more intermediaries, at least a majority of the voting power of the outstanding Voting Stock of the Company or such direct or indirect parent of the Company, immediately following the consummation of such transaction or (b) immediately following the consummation of such transaction, no "person" (as such term is defined above), other than the Other Transaction Party (but including any of the Beneficial Owners of the Capital Stock of the Other Transaction Party), Beneficially Owns, directly or indirectly through one or more intermediaries, more than 50% of the voting power of the outstanding Voting Stock of the Company or the Other Transaction Party; and (F) the Emergence Transactions shall not constitute a Change of Control.

"Chapter 11 Case" means the chapter 11 case of the Company administered under Case No. 20-33495 in the Bankruptcy Court.

"Code" means the Internal Revenue Code of 1986, as amended from time to time, and the regulations promulgated thereunder.

"Collateral" means all the existing and future assets (whether real, personal or mixed) of the Company and its Subsidiaries that are from time to time made subject, or purported to be made subject, to the Lien of the Security Documents, including, without limitation any Mortgaged Property; *provided* that no Excluded Assets shall constitute Collateral under any Security Document, and the security interest granted to any Person pursuant to any Security Document shall not attach to any Excluded Assets.

"Collateral Account" means the collateral account established pursuant to this Indenture.

"Collateral Agent" means the Trustee, in its capacity as Collateral Agent for the Holders and holders of any other Notes Priority Lien Obligations, together with its successors in such capacity.

"Commission" means the U.S. Securities and Exchange Commission.

"Common Stock" of any Person means any and all shares, interests or other participations in, and other equivalents (however designated and whether voting or non-voting) of, such Person's common stock, whether outstanding on the Issue Date or issued after the Issue Date, and includes, without limitation, all series and classes of such common stock.

"Company" means [Reorganized Holdco] as set forth in the preamble and its successors, assigns and obligors.

"Company Common Stock" means the Common Stock, [par value $0.01 per share], of the Company or any Capital Stock into which such Common Stock may be exchanged, reclassified or reconstituted (from time to time).

"Competitor" means any Person engaged in any business that is at the time being engaged in by the Company or any of its subsidiaries or any business that is determined by the Board of Directors of the Company, in its sole discretion, to be competitive therewith.

"Consolidated EBITDA"[1] means, with respect to any specified Person for any period, the Consolidated Net Income of such Person for such period plus, without duplication:

(1) an amount equal to any extraordinary loss plus any net loss realized by such Person or any of its Restricted Subsidiaries in connection with an Asset Sale, to the extent such losses were deducted in computing such Consolidated Net Income; plus

(2) the Fixed Charges of such Person and its Restricted Subsidiaries for such period, to the extent that such Fixed Charges were deducted in computing such Consolidated Net Income; plus

[1] Subject to harmonization with ABL credit agreement.

(3) any foreign currency translation losses (including losses related to currency remeasurements of Indebtedness) of such Person and its Restricted Subsidiaries for such period, to the extent that such losses were taken into account in computing such Consolidated Net Income; plus

(4) any deferred or non-cash equity compensation or stock option or similar compensation expense, including all expense recorded for any equity appreciation rights plan in excess of cash payments for exercised rights, in each case during such period; plus

(5) an amount equal to dividends or distributions paid during such period in cash to such Person or any of its Restricted Subsidiaries by a Person that is not a Restricted Subsidiary or that is accounted for by the equity method of accounting, in each case, to the extent not already included in computing such Consolidated Net Income; plus

(6) depreciation, amortization (including amortization of intangibles but excluding amortization of prepaid cash expenses that were paid in a prior period) and other non-cash charges and expenses (excluding any such non-cash charge or expense to the extent that it represents an accrual of or reserve for cash charges or expenses in any future period or amortization of a prepaid cash charge or expense that was paid in a prior period) of such Person and its Restricted Subsidiaries for such period to the extent that such depreciation, amortization and other non-cash charges or expenses were deducted in computing such Consolidated Net Income; minus

(7) non-cash items increasing such Consolidated Net Income for such period, other than the accrual of revenue in the ordinary course of business,

in each case, on a consolidated basis and determined in accordance with GAAP.

"Consolidated Net Income" means, with respect to any specified Person for any period, the aggregate of the net income (loss) of such Person and its Restricted Subsidiaries for such period, on a consolidated basis (excluding the net income (loss) of any Unrestricted Subsidiary of such Person), determined in accordance with GAAP and without any reduction in respect of Preferred Stock dividends; provided that:

(1) all extraordinary gains or losses and all gains or losses realized in connection with any Asset Sale or the disposition of securities or the early extinguishment of Indebtedness, together with any related provision for taxes on any such gain, will be excluded;

(2) the net income (but not loss) of any Person that is not a Restricted Subsidiary or that is accounted for by the equity method of accounting will be included only to the extent of the amount of dividends or similar distributions paid in cash to the specified Person or a Restricted Subsidiary of the Person;

(3) the net income (but not loss) of any Restricted Subsidiary will be excluded to the extent that the declaration or payment of dividends or similar distributions by that Restricted Subsidiary of that net income is not at the date of determination permitted

without any prior governmental approval (that has not been obtained) or, directly or indirectly, by operation of the terms of its charter or any agreement, instrument, judgment, decree, order, statute, rule or governmental regulation applicable to that Restricted Subsidiary or its stockholders;

(4) the cumulative effect of a change in accounting principles will be excluded;

(5) any impairment charge or asset write-off pursuant to the Financial Accounting Standards Board's Accounting Standards Codification No. 350 "Goodwill and Other Intangible Assets" will be excluded;

(6) effects of adjustments (including the effects of such adjustments pushed down to such Person and its Restricted Subsidiaries) related to the application of recapitalization accounting or purchase accounting (including in the inventory, property and equipment, software, goodwill, intangible assets, in process research and development, deferred revenue and debt line items), will be excluded;

(7) accruals and reserves that are established or adjusted in connection with an Investment or an acquisition that are required to be established or adjusted as a result of such Investment or such acquisition, in each case in accordance with GAAP, will be excluded;

(8) any expenses, charges or losses to the extent covered by insurance that are, directly or indirectly, reimbursed or reimbursable by a third party, and any expenses, charges or losses that are covered by indemnification or other reimbursement provisions in connection with any acquisition, Investment or any sale, conveyance, transfer or other disposition of assets permitted under the Indenture, will be excluded; and

(9) non-cash gains and losses attributable to movement in the mark-to-market valuation of Hedging Obligations pursuant to Financial Accounting Standards Board Statement No. 133 will be excluded.

"Conversion Date" means, with respect to a Note to be converted in accordance with Article Thirteen, the date on which the Holder of such Note satisfies all the requirements for such conversion set forth in Article Thirteen and in paragraph 8 of the Notes; *provided*, *however*, that if such date is not a Business Day, then the Conversion Date shall be deemed to be the next day that is a Business Day.

"Conversion Notice" means the notice wherein a Holder elects to cause the conversion of its outstanding Notes, substantially in the form set forth in Exhibit A.

"Conversion Rate" shall initially be [●] shares of Company Common Stock per $1.00 principal amount of Notes, subject to adjustment as provided in Article Thirteen.

"Conversion Right" means a Holder's right to convert its Notes pursuant to Article Thirteen.

"Corporate Trust Office" means the designated corporate trust office of the Trustee, currently located at [●] or such other office, designated by the Trustee by written notice to the Company, at which at any particular time its corporate trust business shall be administered.

"Credit Facility" means (a) the credit facility evidenced by the ABL Facility Agreement and (b) any other credit or debt facilities, commercial paper facilities or other debt instruments, indentures or agreements, in each case providing for revolving credit loans, term loans, receivables financings, letters of credit or other Indebtedness, in each case, including all agreements, instruments and documents executed and delivered pursuant to or in connection with any of the foregoing, including but not limited to any notes and letters of credit issued pursuant thereto and any guarantee and collateral agreement, patent and trademark security agreement, mortgages or letter of credit applications and other guarantees, pledge agreements, security agreements and collateral documents, in each case as the same may be amended, supplemented, waived or otherwise modified from time to time, or refunded, Refinanced, restructured, replaced, renewed, repaid, increased or extended from time to time (whether in whole or in part, whether with the original banks, lenders or institutions or other banks, lenders or institutions or otherwise, and whether provided under any original Credit Facility or one or more other credit agreements, indentures, financing agreements or other Credit Facilities or otherwise). Without limiting the generality of the foregoing, the term "Credit Facility" shall include any (i) agreement changing the maturity of any Indebtedness incurred thereunder or contemplated thereby, (ii) agreement adding Subsidiaries as additional borrowers or guarantors thereunder, (iii) agreement increasing the amount of Indebtedness incurred thereunder or available to be borrowed thereunder, (iv) Hedging Agreement or other similar agreement or arrangement with respect thereto or (v) agreement otherwise altering the terms and conditions thereof. Notwithstanding the foregoing, no agreement or other instrument shall be a "Credit Facility" for purposes of this Indenture unless so designated by the Company in writing to the Trustee (subject to rescission of such designation at any subsequent time, by the Company in writing to the Trustee).

"Custodian" means any receiver, trustee, assignee, liquidator or similar official under any Bankruptcy Law.

"Default" means an event or condition the occurrence of which is, or with the lapse of time or the giving of notice or both would be, an Event of Default.

"Depository" means The Depository Trust Company, its nominees and its respective successors.

"Designated Non-cash Consideration" means the fair market value of non-cash consideration received by the Company or one of its Restricted Subsidiaries in connection with an Asset Sale that is so designated as Designated Non-cash Consideration pursuant to an Officer's Certificate setting forth the basis of such valuation, less the amount of cash or Cash Equivalents received in connection with a subsequent sale of such Designated Non-cash Consideration.

"Discharge of ABL Obligations" has the meaning assigned to it in the Intercreditor Agreement.

"Disinterested Directors" means, with respect to any Affiliate Transaction, one or more members of the Board of Directors of the Company or the relevant Restricted Subsidiary, as the case may be, having no material direct or indirect financial interest in or with respect to such Affiliate Transaction. A member of any such Board of Directors shall not be deemed to have such a financial interest solely by reason of such member's holding or having a beneficial interest in the Capital Stock of the Company.

"Disqualified Capital Stock" means that portion of any Capital Stock which, by its terms (or by the terms of any security into which it is convertible or for which it is exchangeable at the option of the holder thereof) or upon the happening of any event (other than an event which would constitute an Asset Sale or Change of Control), matures or is mandatorily redeemable (other than solely for Capital Stock in such Person that does not constitute Disqualified Capital Stock and cash in lieu of fractional shares of such Capital Stock), pursuant to a sinking fund obligation or otherwise, or is redeemable (other than solely for Capital Stock in such Person that does not constitute Disqualified Capital Stock and cash in lieu of fractional shares of such Capital Stock) at the sole option of the holder thereof (except, in each case, upon the occurrence of an Asset Sale or Change of Control), on or prior to the final maturity date of the Notes; *provided* that if the Capital Stock in any Person is issued pursuant to any plan for the benefit of employees of the Company or any Subsidiary or by any such plan to such employees, such Capital Stock shall not constitute Disqualified Capital Stock solely because it may be required to be repurchased by the Company or any Subsidiary in order to satisfy applicable statutory or regulatory obligations of such Person.

"Domestic Restricted Subsidiary" means a Restricted Subsidiary incorporated or otherwise organized or existing under the laws of the United States, any state thereof or any territory of the United States, excluding any Foreign Subsidiary.

"Emergence Date" means the date on which Section IX.B of the Plan of Reorganization (Conditions Precedent to Consummation of the Plan) shall have been satisfied and the Plan of Reorganization shall have been substantially consummated, including the Exit Financing.

"Emergence Date Stockholder" means (i) any holder of more than 1.0% of the outstanding Voting Stock of the Company as of immediately following the Emergence Date or (ii) a "Stockholder," as defined in the Stockholders Agreement.

"Emergence Transactions" means all transactions and agreements arising out of the Plan of Reorganization and emergence from Chapter 11, including, but not limited to, the Exit Financing.

"Ex Date" means: (i) when used with respect to any issuance or distribution, means the first date on which the Company Common Stock trades the regular way on such national or regional exchange or market on which the Company Common Stock is then traded or quoted without the right to receive such issuance or distribution from the Company or, if applicable, from the seller of Company Common Stock on such exchange or market (in the form of due bills or otherwise) as determined by such exchange or market or, in the case of Company Common Stock that does not trade on an exchange, the record date for such issuance or distribution, (ii) when used with respect to any subdivision or combination of Company Common Stock, means

the first date on which the Company Common Stock trades the regular way on such exchange or in such market after the time at which such subdivision or combination becomes effective or, in the case of Company Common Stock that does not trade on an exchange, the effective date of such subdivision or combination, and (iii) when used with respect to any tender offer or exchange offer means the first date on which the Company Common Stock trades the regular way on such exchange or in such market after the expiration time of such tender offer or exchange offer (as it may be amended or extended or, with respect to Company Common Stock that does not trade on an exchange, the expiration date of such tender offer or exchange offer).

"Exchange Act" means the Securities Exchange Act of 1934 or any successor statute or statutes thereto.

"Excluded Assets" shall have the meaning ascribed to such term in the Notes Security Agreement.

"Excluded Contribution" means the net cash proceeds received by the Company from:

(1) contributions to its equity capital; and

(2) the sale (other than to a Subsidiary or to any management equity plan or stock option plan or any other management or employee benefit plan or agreement of the Company or any Subsidiary) of Qualified Capital Stock of the Company,

in each case designated within 60 days of receipt of such net cash proceeds as Excluded Contributions pursuant to an Officer's Certificate; *provided* that the cash proceeds thereof shall be excluded from clauses (iii)(v) and (w) of the first paragraph of Section 4.07.

"Exit Financing" means that certain financing to finance the Plan of Reorganization, expected to be composed of entrance into the ABL Facility Agreement and issuances of the Notes.

"fair market value" means, with respect to any asset or property, the price which could be negotiated in an arm's-length, free market transaction, for cash, between a willing seller and a willing and able buyer. Fair market value shall be determined by (i) the principal financial officer of the Company for transactions less than $25.0 million and shall be evidenced by an Officer's Certificate of the principal financial officer of the Company delivered to the Trustee and (ii) the Board of Directors of the Company acting reasonably and in good faith for transactions in excess of $50.0 million and shall be evidenced by a Board Resolution of the Board of Directors of the Company delivered to the Trustee.

"Fixed Charge Coverage Ratio" means with respect to any specified Person for any period, the ratio of the Consolidated EBITDA of such Person for such period to the Fixed Charges of such Person for such period. In the event that the specified Person or any of its Restricted Subsidiaries incurs, assumes, guarantees, repays, repurchases, redeems, defeases or otherwise discharges any Indebtedness (other than ordinary working capital borrowings) or issues, repurchases or redeems Preferred Stock subsequent to the commencement of the period for which the Fixed Charge Coverage Ratio is being calculated and on or prior to the date on which the event for which the calculation of the Fixed Charge Coverage Ratio is made (the

"Calculation Date"), then the Fixed Charge Coverage Ratio will be calculated giving pro forma effect to such incurrence, assumption, Guarantee, repayment, repurchase, redemption, defeasance or other discharge of Indebtedness, or such issuance, repurchase or redemption of Preferred Stock, and the use of the proceeds therefrom, as if the same had occurred at the beginning of the applicable four quarter reference period. For purposes of this definition, whenever pro forma effect is to be given to any calculation, the pro forma calculations will be determined in good faith by the chief financial or accounting officer of the specified Person; provided that such officer may in his or her discretion include any reasonably identifiable and factually supportable pro forma changes to Consolidated EBITDA, including any pro forma expenses and cost reductions, that have occurred or in the judgment of such officer are reasonably expected to occur within 12 months of the date of the applicable transaction (regardless of whether such expense or cost reduction or any other operating improvements could then be reflected properly in pro forma financial statements prepared in accordance with Regulation S-X under the Securities Act or any other regulation or policy of the SEC).

In addition, for purposes of calculating the Fixed Charge Coverage Ratio:

(1) acquisitions that have been made by a Person or any of its Subsidiaries, including through mergers, consolidations or otherwise, and including any related financing transactions during the four-quarter reference period or subsequent to such reference period and on or prior to the Calculation Date will be given pro forma effect as if they had occurred on the first day of the four-quarter reference period;

(2) the Consolidated EBITDA attributable to discontinued operations, as determined in accordance with GAAP, and operations or businesses (and ownership interests therein) disposed of prior to the Calculation Date, will be excluded;

(3) the Fixed Charges attributable to discontinued operations, as determined in accordance with GAAP, and operations or businesses (and ownership interests therein) disposed of prior to the Calculation Date, will be excluded, but only to the extent that the obligations giving rise to such Fixed Charges will not be obligations of the specified Person or any of its Restricted Subsidiaries following the Calculation Date;

(4) any Person that is a Restricted Subsidiary on the Calculation Date will be deemed to have been a Restricted Subsidiary at all times during such four-quarter period;

(5) any Person that is not a Restricted Subsidiary on the Calculation Date will be deemed not to have been a Restricted Subsidiary at any time during such four-quarter period; and

(6) if any Indebtedness bears a floating rate of interest, the interest expense on such Indebtedness will be calculated as if the rate in effect on the Calculation Date had been the applicable rate for the entire period (taking into account any Hedging Obligation applicable to such Indebtedness if such Hedging Obligation has a remaining term as at the Calculation Date in excess of 12 months).

"Fixed Charges" means, with respect to any specified Person for any period, the sum, without duplication, of:

(1) the consolidated interest expense of such Person and its Restricted Subsidiaries for such period, whether paid or accrued, including amortization of original issue discount, non-cash interest payments, the interest component of any deferred payment obligations, the interest component of all payments associated with Capitalized Lease Obligations, commissions, discounts and other fees and charges incurred in respect of letter of credit or bankers' acceptance financings, and net of the effect of all payments made or received pursuant to Hedging Obligations in respect of interest rates, but in each case excluding (x) amortization of deferred financing fees, debt issuance costs, commissions, fees and expenses and (y) any expensing of bridge, commitment or other financing fees; plus

(2) the consolidated interest expense of such Person and its Restricted Subsidiaries that was capitalized during such period; plus

(3) any interest on Indebtedness of another Person that is guaranteed by such Person or one of its Restricted Subsidiaries or secured by a Lien on assets of such Person or one of its Restricted Subsidiaries, whether or not such Guarantee or Lien is called upon; plus

(4) all dividends, whether paid or accrued and whether or not in cash, on any series of Disqualified Capital Stock of such Person or any series of Disqualified Capital Stock or Preferred Stock of any of its Restricted Subsidiaries, other than dividends on Capital Stock payable solely in Capital Stock of the Company (other than Disqualified Capital Stock) or to the Company or a Restricted Subsidiary of the Company.

"Foreign Subsidiary" means a Subsidiary of the Company which is not incorporated or otherwise organized or existing under the laws of the United States, any other Subsidiary of the Company that is a "controlled foreign corporation" within the meaning of Section 957 of the Code, any other Subsidiary of the Company that has no material assets or material operations other than the equity interests of a "controlled foreign corporation" within the meaning of Section 957 of the Code, any state thereof or any territory or possession of the United States and any Subsidiary of another Foreign Subsidiary.

"GAAP" means generally accepted accounting principles set forth in the opinions and pronouncements of the Accounting Principles Board of the American Institute of Certified Public Accountants and statements and pronouncements of the Financial Accounting Standards Board or in such other statements by such other entity as may be approved by a significant segment of the accounting profession of the United States, which are in effect as of the Issue Date.

"Global Note Legend" means the legend set forth on the Global Notes in the form set forth in Exhibit B.

"Guarantee" means a guarantee by a Guarantor of the Company's Indenture Obligations.

"Guarantor" means each Subsidiary of the Company that is a guarantor of the Notes, including any Person that is required after the Issue Date to execute a Guarantee of the Notes pursuant to Section 4.14; *provided* that any Person constituting a Guarantor as described above shall cease to constitute a Guarantor when its respective Guarantee is released in accordance with the terms of this Indenture.

"Hedging Agreement" means any rate swap agreement, forward rate agreement, commodity swap, commodity option, interest rate option, forward foreign exchange agreement, spot foreign exchange agreement, rate cap agreement, rate floor agreement, rate collar agreement, currency swap agreement, cross-currency rate swap agreement, currency option and any other similar agreement entered into for the purposes of hedging risks of currency, interest, or commodity price fluctuations or similar matters, or any indemnity agreements and arrangements entered into in connection therewith, in each case, as the same may be amended, restated, supplemented, or otherwise modified from time to time.

"Hedging Obligations" means with respect to any Person the obligations of such Person under a Hedging Agreement.

"Holder" means any registered holder, from time to time, of any Notes.

"Indebtedness" means with respect to any Person, without duplication,

(1) all Obligations of such Person for borrowed money;

(2) all Obligations of such Person evidenced by bonds, debentures, notes or other similar instruments;

(3) all Capitalized Lease Obligations of such Person;

(4) all Obligations of such Person issued or assumed as the deferred purchase price of property, all conditional sale obligations and all Obligations under any title retention agreement (but excluding trade accounts payable and other accrued liabilities arising in the ordinary course of business);

(5) all Obligations for the reimbursement of any obligor on any letter of credit, banker's acceptance or similar credit transaction;

(6) guarantees and other contingent obligations in respect of Indebtedness referred to in clauses (1) through (5) above and clause (7) below; and

(7) all Obligations of any other Person of the type referred to in clauses (1) through (6) which are secured by any lien on any property or asset of such Person, the amount of such Obligation being deemed to be the lesser of the fair market value of such property or asset or the amount of the Obligation so secured;

if and to the extent any of the preceding items (other than letters of credit and Hedging Obligations) would appear as a liability upon a balance sheet of the specified Person prepared in accordance with GAAP (excluding the footnotes).

Notwithstanding the foregoing, the term "Indebtedness" will not include: (a) in connection with the purchase by the Company or of its Restricted Subsidiaries of any business, post-closing payment adjustments to which the seller may become entitled to the extent such payment is determined by a final closing balance sheet or such payment depends on the performance of such business after the closing unless such payments are required under GAAP to appear as a liability on the balance sheet (excluding the footnotes); *provided*, *however*, that at the time of closing, the amount of any such payment is not determinable and, to the extent such payment thereafter becomes fixed and determined, the amount is paid within 30 days thereafter; (b) contingent obligations not in respect of borrowed money; (c) deferred or prepaid revenues; (d) purchase price holdbacks in respect of a portion of the purchase price of an asset to satisfy warranty or other unperformed obligations of the respective seller; (e) any Preferred Stock other than Disqualified Capital Stock; or (f) any obligations attributable to the exercise of appraisal rights and the settlement of any claims or actions (whether actual, contingent or potential) with respect thereto.

"Indenture" means this Indenture, as amended or supplemented from time to time in accordance with the terms hereof.

"Indenture Obligations" means the obligations of the Company and any other obligor under this Indenture, the Notes and the Security Documents, including any Guarantor, to pay principal of, premium, if any, and interest when due and payable, and all other amounts due or to become due under or in connection with this Indenture and the Notes and the performance of all other obligations to the Trustee, the Collateral Agent and the Holders under this Indenture, the Notes and the Security Documents, according to the respective terms thereof.

"Independent Financial Advisor" means a firm (1) which does not, and whose directors, officers and employees or Affiliates do not, have a direct or indirect financial interest in the Company, and (2) which, in the judgment of the Board of Directors of the Company, is otherwise independent and qualified to perform the task for which it is to be engaged.

"Intercreditor Agreement" means the Intercreditor Agreement, dated as of the Issue Date, by and among the Company, the Guarantors party thereto from time to time, the ABL Agent and the Collateral Agent, substantially in the form attached hereto as Exhibit E, as the same may be amended, modified, restated, supplemented or replaced from time to time in accordance with its terms.

"interest" means, with respect to the Notes, interest (including PIK Interest) on the Notes.

"Interest Payment Date" means the Stated Maturity of an installment of interest on the Notes.

"Investment" means, with respect to any Person, any direct or indirect loan or other extension of credit (including, without limitation, a guarantee) or capital contribution to (by means of any transfer of cash or other property to others or any payment for property or services for the account or use of others), or any purchase or acquisition by such Person of any Capital Stock, bonds, notes, debentures or other securities or evidences of Indebtedness issued by, any other Person. "Investment" shall exclude extensions of trade credit by the Company and its

Restricted Subsidiaries in accordance with normal trade practices of the Company or such Restricted Subsidiary, as the case may be.

Except as otherwise provided in the Indenture, the amount of an Investment shall be determined at the time the Investment is made and without giving effect to subsequent changes in value but giving effect (without duplication) to all subsequent reductions in the amount of such Investment as a result of (x) cash payments representing dividends, return of capital or similar distributions actually received by the applicable investor in respect to the Investment or the repayment or disposition thereof for cash or (y) the redesignation of an Unrestricted Subsidiary as a Restricted Subsidiary (valued proportionately to the equity interest in such Unrestricted Subsidiary of the Company or such Restricted Subsidiary owning such Unrestricted Subsidiary at the time of such redesignation) at the fair market value of the net assets of such Unrestricted Subsidiary at the time of such redesignation, in the case of clauses (x) and (y), not to exceed the original amount, or fair market value, of such Investment.

"Issue Date" means [●], 2020, the date of original issuance of the Notes.

"Legal Requirements" means, at any time, any and all judicial and administrative rulings and decisions, and any and all federal, state and local laws, ordinances, rules, regulations, permits and certificates of any governmental authority, in each case applicable, at such time to the Company or the Collateral (or the ownership or use thereof).

"Lien" means any lien, mortgage, deed of trust, pledge, security interest, charge or encumbrance of any kind (including any conditional sale or other title retention agreement, any lease in the nature thereof and any agreement to give any security interest).

"Market Disruption Event" means either (i) a failure by the primary U.S. national securities exchange or market on which the Common Stock is listed or admitted to trading to open for trading during its regular trading session; or (ii) the occurrence or existence prior to 1:00 p.m. on any Trading Day for the Common Stock for an aggregate of at least thirty (30) minutes of any suspension or limitation imposed on trading (by reason of movements in price exceeding limits permitted by the stock exchange or otherwise) in the Common Stock or in any options, contracts or future contracts relating to the Common Stock.

"Maturity Date" means [●], 2026.

"Moody's" means Moody's Investors Service, Inc., and its successors.

"Mortgage" has the meaning assigned to it in the Security Documents.

"Mortgaged Property" has the meaning assigned to it in the Security Documents.

"Net Cash Proceeds" means, with respect to any Asset Sale, the proceeds in the form of cash or Cash Equivalents including payments in respect of deferred payment obligations when received in the form of cash or Cash Equivalents (other than the portion of any such deferred payment constituting interest) received by the Company or any of its Restricted Subsidiaries from such Asset Sale net of:

(1) reasonable out-of-pocket expenses and fees relating to such Asset Sale (including, without limitation, legal, accounting and investment banking fees and sales commissions);

(2) taxes paid or payable after taking into account any reduction in consolidated tax liability due to available tax credits or deductions and any tax sharing arrangements;

(3) except in the case of Liens ranking *pari passu* with or junior to the Liens securing the Notes, payments made to retire Indebtedness where payment of such Indebtedness is secured by the assets or properties the subject of such Asset Sale; and

(4) appropriate amounts to be provided by the Company or any Restricted Subsidiary, as the case may be, as a reserve, in accordance with GAAP, against any liabilities associated with such Asset Sale and retained by the Company or any Restricted Subsidiary, as the case may be, after such Asset Sale, including, without limitation, pension and other post-employment benefit liabilities, liabilities related to environmental matters and liabilities under any indemnification obligations associated with such Asset Sale.

"Non-U.S. Person" has the meaning assigned to such term in Regulation S.

"Notes" means the Company's 8.0%/10.0% Senior Secured Convertible PIK Toggle Notes due 2026, issued in accordance with Section 2.02 (whether issued on the Issue Date, issued as Additional Notes, issued as PIK Notes, or otherwise issued after the Issue Date), as amended or supplemented from time to time in accordance with the terms of this Indenture.

"Notes Priority Liens" means all Liens on the Collateral and other property and assets of the Company and its Restricted Subsidiaries in favor of the "Notes Lien Agent" securing "Notes Lien Debt" (each as defined in the Intercreditor Agreement), having the relative priorities specified in the Intercreditor Agreement with respect to such Liens on the Collateral.

"Notes Security Agreement" means that certain Security Agreement, to be entered into on the Issue Date, by and among the Company, the Guarantors, if any, party thereto from time to time and the Collateral Agent, substantially in the form attached hereto as Exhibit F, as amended, modified, restated, supplemented or replaced from time to time as permitted by this Indenture.

"Notes Priority Collateral" has the meaning assigned to it in the Intercreditor Agreement.

"Obligations" means all obligations for principal, premium, interest, penalties, fees, indemnifications, reimbursements, damages and other liabilities payable under the documentation governing any Indebtedness.

"Officer" means any of the following of the Company or a Guarantor, if any, the Chairman of the Board of Directors, the Chief Executive Officer, the Chief Financial Officer, the President, any Vice President, the Treasurer, any assistant Treasurer, the Secretary or any assistant Secretary.

"Officer's Certificate" means a certificate signed by one Officer.

"Opinion of Counsel" means a written opinion from legal counsel who is reasonably acceptable to the Trustee. The counsel may be an employee of, or counsel to, the Company, a Guarantor or the Trustee. Such opinion may refer to prior Opinions of Counsel, may contain customary assumptions, qualifications and exceptions and, with respect to factual matters, may reasonably rely on an Officer's Certificate of the Company or certificates of public officials.

"Pari Passu Indebtedness" means any Indebtedness of the Company or any Guarantor that ranks *pari passu* in contractual right of payment with the Notes or the Guarantee of such Guarantor, as applicable.

"Payment Date" means any Change of Control Payment Date or Net Proceeds Offer Payment Date.

"Per Share FMV" of the Company Common Stock or any other security on any date means:

(i) the volume weighted average price per share of the Company Common Stock or per unit of such other security (in each case, determined by the Company using customary methods) on the principal U.S. national securities exchange on which the Company Common Stock or such other security is traded for the 10 consecutive Trading Days immediately prior to such date; or

(ii) if the Company Common Stock or such other security is not listed for trading on a U.S. national securities exchange on the relevant date, the fair market value per share of the Company Common Stock or such other security, as determined in good faith by the Board of Directors of the Company, who may take into account various factors in its determination, including (1) the last quoted bid price for the Company Common Stock or such other security in the over-the-counter market as reported by OTC Link LLC or a similar organization over a period of Trading Days deemed advisable by the Board of Directors of the Company, (2) if the Company Common Stock or such other security is not so quoted, the bid and ask prices for the Company Common Stock or such other security on the relevant date from nationally recognized independent investment banking firms over a period of Trading Days deemed advisable by the Board of Directors of the Company, (3) the opinion or appraisal of a nationally recognized investment banking firm or valuation firm, (4) the circumstances of any proposed transaction, including the availability of willing third party buyers or the financial condition or liquidity requirements of the Company and (5) any other factors deemed relevant by the Board of Directors of the Company; it being understood that the Board of Directors of the Company shall have absolute discretion as to what factors to consider in making its determination of such fair market value.

The Per Share FMV of the Common Stock or such other security shall be determined without reference to extended or after-hours trading.

"Permitted Business" means the businesses engaged in by the Company and its Subsidiaries on the Issue Date and businesses that are the same, similar, ancillary, reasonably related thereto or reasonable extensions thereof.

"Permitted Holders" means, at any time, each of (i) the Emergence Date Stockholders and their respective partners, Affiliates and all investment funds managed by any of the foregoing (excluding, for the avoidance of doubt, their respective portfolio companies or other operating companies of investment funds managed by the Emergence Date Stockholders or their managed investment funds), (ii) any Person or any of the Persons who were a group (within the meaning of Section 13(d)(3) or Section 14(d)(2) of the Exchange Act, or any successor provision) whose ownership of assets or Voting Stock has triggered a Change of Control in respect of which a Change of Control Offer has been made and all Notes that were tendered therein have been accepted and paid, (iii) any group (within the meaning of Section 13(d)(3) or Section 14(d)(2) of the Exchange Act or any successor provision) of which any of the foregoing are members and who Beneficially Own, without giving effect to the existence of such group or any other group, more than 50.0% of the total voting power of the aggregate Voting Stock of the Company held directly or indirectly by such group and (iv) any members of a group described in clause (iii) for so long as such Person is a member of such group.

"Permitted Investments" means:

(1) any Investment in the Company or in a Restricted Subsidiary of the Company;

(2) any Investment in Cash Equivalents;

(3) any Investment by the Company or any Restricted Subsidiary of the Company in a Person, if as a result of such Investment:

(a) such Person becomes a Restricted Subsidiary of the Company; or

(b) such Person is merged, consolidated or amalgamated with or into, or transfers or conveys substantially all of its assets to, or is liquidated into, the Company or a Restricted Subsidiary of the Company;

(4) any Investment made as a result of the receipt of non-cash consideration from an Asset Sale (or a disposition excluded from the definition thereof) that was made pursuant to and in compliance with Section 4.10 hereof;

(5) any acquisition of assets or Capital Stock solely in exchange for the issuance of Capital Stock (other than Disqualified Capital Stock) of the Company;

(6) any Investments received in compromise or resolution of (A) obligations of trade creditors or customers that were incurred in the ordinary course of business of the Company or any of its Restricted Subsidiaries, including pursuant to any plan of reorganization or similar arrangement upon the bankruptcy or insolvency of any trade creditor or customer; or (B) litigation, arbitration or other disputes;

(7) Investments represented by Hedging Obligations;

(8) loans or advances to officers, directors or employees made in the ordinary course of business of the Company or any Restricted Subsidiary of the Company in an aggregate principal amount not to exceed $2.5 million at any one time outstanding;

(9) repurchases of or other investments in the Notes;

(10) Permitted Joint Venture Investments made by the Company or any of its Restricted Subsidiaries, in an aggregate amount (measured on the date each such Investment was made and without giving effect to subsequent changes in value), when taken together with all other Investments made pursuant to this clause (10) and then outstanding, that does not exceed $5.0 million; provided, however, that if any Investment pursuant to this clause (10) is made in any Person that is not a Restricted Subsidiary at the date of the making of such Investment and such Person becomes a Restricted Subsidiary after such date, such Investment shall thereafter be deemed to have been made pursuant to clause (1) above and shall cease to have been made pursuant to this clause (10) for so long as such Person continues to be a Restricted Subsidiary;

(11) any guarantee of Indebtedness permitted to be incurred by Section 4.09 hereof other than a guarantee of Indebtedness of an Affiliate of the Company that is not a Restricted Subsidiary of the Company;

(12) any Investment existing on, or made pursuant to binding commitments existing on, the date of this Indenture and any Investment consisting of an extension, modification or renewal of any Investment existing on, or made pursuant to a binding commitment existing on, the date of this Indenture; provided that the amount of any such Investment may be increased (a) as required by the terms of such Investment as in existence on the date of this Indenture or (b) as otherwise permitted under this Indenture;

(13) Investments acquired after the date of this Indenture as a result of the acquisition by the Company or any Restricted Subsidiary of the Company of another Person, including by way of a merger, amalgamation or consolidation with or into the Company or any of its Restricted Subsidiaries, or all or substantially all of the assets of another Person, in each case, in a transaction that is not prohibited by Section 5.01 hereof after the date of this Indenture to the extent that such Investments were not made in contemplation of such acquisition, merger, amalgamation or consolidation and were in existence on the date of such acquisition, merger, amalgamation or consolidation; and

(14) other Investments in any Person having an aggregate fair market value (measured on the date each such Investment was made and without giving effect to subsequent changes in value), when taken together with all other Investments made pursuant to this clause (14) that are at the time outstanding not to exceed $5.0 million; provided, however, that if any Investment pursuant to this clause (14) is made in any Person that is not a Restricted Subsidiary at the date of the making of such Investment and such Person becomes a Restricted Subsidiary after such date, such Investment shall thereafter be deemed to have been made pursuant to clause (1) above and shall cease to have been made pursuant to this clause (14) for so long as such Person continues to be a Restricted Subsidiary.

"Permitted Joint Venture Investment" means, with respect to an Investment by any specified Person, an Investment by such specified Person in any other Person engaged in a Permitted Business (1) in which the Person has significant involvement in the day to day operations and management or veto power over significant management decisions or board or

management committee representation and (2) of which at least 20.0% of the outstanding Capital Stock of such other Person is at the time owned directly or indirectly by the specified Person.

"Permitted Liens" means the following types of Liens:

(1) Liens existing and in effect as of the Issue Date excluding, for the avoidance of doubt, Liens incurred or deemed incurred pursuant to clause (2) below on the Issue Date);

(2) ABL Priority Liens securing Indebtedness incurred or deemed incurred pursuant to clause (1) of the definition of "Permitted Indebtedness" and all related Obligations, including any Hedging Obligations and cash management Obligations related thereto;

(3) Notes Priority Liens incurred to secure the Notes, including Additional Notes, and related Guarantees, if any, and all Obligations related to any of the foregoing, and Refinancing Indebtedness incurred to Refinance Indebtedness secured by Liens described in this clause (3), together with all related Obligations;

(4) Liens in favor of the Company or a Restricted Subsidiary of the Company on assets of any Restricted Subsidiary of the Company;

(5) Liens securing Refinancing Indebtedness which is incurred to Refinance any Indebtedness which has been secured by a Lien permitted under this Indenture (other than Permitted Liens under clause (2) or (3) above) and which has been incurred in accordance with the provisions of this Indenture; *provided*, *however*, that such Liens: (a) are not materially less favorable to the Holders on the whole than the Liens in respect of the Indebtedness being Refinanced; and (b) do not extend to or cover any property or assets of the Company or any of its Restricted Subsidiaries not securing the Indebtedness so Refinanced (and additions, accessions, improvements and replacements and customary deposits in connection therewith and proceeds and products therefrom);

(6) Liens for taxes, assessments or governmental charges or claims either (a) not delinquent or (b) contested in good faith by appropriate proceedings and as to which the Company or any of its Restricted Subsidiaries shall have set aside on its books such reserves as may be required pursuant to GAAP and such proceedings have the effect of preventing the forfeiture or sale of the assets subject to any such Lien;

(7) statutory Liens of landlords and Liens of carriers, warehousemen, mechanics, suppliers, materialmen, repairmen and other Liens imposed by law incurred in the ordinary course of business for sums not yet delinquent or being contested in good faith, if such reserve or other appropriate provision, if any, as shall be required by GAAP shall have been made in respect thereof and such proceedings have the effect of preventing the forfeiture or sale of the assets subject to any such Lien;

(8) Liens incurred or deposits made in the ordinary course of business in connection with workers' compensation, unemployment insurance and other types of social security, including any Lien securing letters of credit issued in the ordinary course of business consistent with past practice in connection therewith, or to secure the performance of tenders, statutory obligations, surety and appeal bonds, bids, leases, government contracts, performance and return-

of-money bonds and other similar obligations (exclusive of obligations for the payment of borrowed money);

(9) judgment Liens not giving rise to an Event of Default so long as such Lien is adequately bonded and any appropriate legal proceedings which may have been duly initiated for the review of such judgment shall not have been finally terminated or the period within which such proceedings may be initiated shall not have expired;

(10) any interest or title of a lessor under any Capitalized Lease Obligation; *provided* that such Liens do not extend to any property or assets which are not leased property subject to such Capitalized Lease Obligation (and additions, accessions, improvements and replacements and customary deposits in connection therewith and proceeds and products therefrom);

(11) Liens securing Purchase Money Indebtedness incurred in accordance with this Indenture; *provided*, *however*, that (a) such Purchase Money Indebtedness shall not exceed the purchase price or other cost of such property, equipment or improvement and shall not be secured by any property or equipment of the Company or any Restricted Subsidiary of the Company other than the property and equipment so acquired, constructed or improved (and additions, accessions, improvements and replacements and customary deposits in connection therewith and proceeds and products therefrom) and (b) the Lien securing such Purchase Money Indebtedness shall be created within 270 days of such acquisition, construction or improvement;

(12) Liens upon specific items of inventory or other goods and proceeds of any Person securing such Person's obligations in respect of bankers' acceptances issued or created for the account of such Person to facilitate the purchase, shipment or storage of such inventory or other goods;

(13) Liens encumbering deposits made to secure obligations arising from statutory, regulatory, contractual or warranty requirements of the Company or any of its Restricted Subsidiaries, including rights of offset and setoff;

(14) Liens securing Hedging Obligations entered into for bona fide hedging purposes and not for speculation;

(15) (a) Liens on property or assets (including Capital Stock) of a Person existing at the time such Person is merged with or into, consolidated with or acquired by the Company or any Restricted Subsidiary of the Company (and additions, accessions, improvements and replacements and customary deposits in connection therewith and proceeds and products therefrom), whether in existence prior to the merger, consolidation or acquisition or incurred in contemplation thereof; *provided* that such Liens do not extend to any property or assets other than those of the Person merged into, consolidated with or acquired by the Company or such Restricted Subsidiary (and such additions, accessions, improvements and replacements and customary deposits in connection therewith and proceeds and products therefrom); and

(b) Liens on property or assets (including Capital Stock) existing at the time of acquisition of such property or assets by the Company or any Restricted Subsidiary of the Company (and additions, accessions, improvements and replacements and customary deposits in connection therewith and proceeds and products therefrom), whether in existence prior to such

acquisition or incurred in contemplation thereof; *provided* that such Liens do not extend to any property or assets other than such acquired property or assets (and such additions, accessions, improvements and replacements and customary deposits in connection therewith and proceeds and products therefrom);

(16) leases, subleases, licenses and sublicenses granted to others that do not materially interfere with the ordinary course of business of the Company and its Restricted Subsidiaries;

(17) survey exceptions, ground leases, encumbrances, easements or reservations of, or rights of others for, licenses, environmental monitoring, rights-of-way, sewers, electric lines, telegraph and telephone lines and other similar purposes, or zoning or building codes or other restrictions as to the use of real property, including, without limitation, restrictions or encumbrances on subsurface mineral, oil and gas rights, in each case, that were not incurred in connection with Indebtedness and that do not in the aggregate materially adversely affect the value of the properties affected thereby or materially impair their use in the operation of the business of the Company and the Restricted Subsidiaries taken as a whole;

(18) Liens arising from Uniform Commercial Code financing statement filings regarding operating leases entered into by the Company and its Restricted Subsidiaries in the ordinary course of business;

(19) Liens in favor of customs and revenue authorities arising as a matter of law to secure payment of customs duties in connection with the importation of goods;

(20) Liens arising out of conditional sale, title retention, consignment or similar arrangements for the sale of goods entered into by the Company or any of its Restricted Subsidiaries in the ordinary course of business;

(21) Liens securing Indebtedness in an amount which, together with the aggregate outstanding amount of all other Indebtedness and all Obligations related to such Indebtedness secured by Liens incurred pursuant to this clause (21), does not exceed $5.0 million;

(22) the non-recourse pledge by the Company or any Restricted Subsidiary of Capital Stock, Indebtedness or other securities of an Unrestricted Subsidiary held by the Company or such Restricted Subsidiary to secure Indebtedness or other Obligations of such Unrestricted Subsidiary;

(23) Liens of a collection bank arising under Section 4-210 of the UCC on items in the ordinary course of collection;

(24) Liens on assets of a Restricted Subsidiary that is not a Guarantor securing Indebtedness of such Restricted Subsidiary permitted to be incurred pursuant to Section 4.08;

(25) Liens listed on Schedule B to each mortgagee title insurance policy delivered to the Collateral Agent in accordance with this Indenture or the Security Documents with respect to each Mortgaged Property;

(26) Liens arising pursuant to retention of title arrangements in favor of suppliers incurred in the ordinary course of business and not in connection with the borrowing of money; and

(27) Liens granted in the ordinary course of business on the unearned portion of insurance premiums securing the financing of insurance premiums to the extent the financing is permitted under the definition of "Permitted Indebtedness".

"Person" means an individual, partnership, corporation, unincorporated organization, trust or joint venture, or a governmental agency or political subdivision thereof.

"PIK Interest" means the portion of an installment of interest due on an Interest Payment Date after a PIK Election as applicable in respect of Notes that is payable in PIK Notes or by increasing the outstanding principal amount of the Notes, in each case as provided in the Notes.

"Plan of Reorganization" means the Joint Plan of Reorganize for Hi-Crush Inc. and Its Affiliated Debtors under Chapter 11 of the Bankruptcy Code for the resolution of outstanding claims and interests in the Chapter 11 Case, as may be modified in accordance with the Bankruptcy Code and Bankruptcy Rules, including all exhibits, supplements, appendices, and schedules.

"Preferred Stock" of any Person means any Capital Stock of such Person that has preferential rights to any other Capital Stock of such Person with respect to dividends or redemptions or upon liquidation.

"principal" means, with respect to the Notes, the principal of and premium, if any, on the Notes.

"Private Placement Legend" means the legend initially set forth on the Notes in the form set forth in Exhibit B.

"Purchase Money Indebtedness" means Indebtedness of the Company and its Restricted Subsidiaries incurred in the ordinary course of business for the purpose of financing all or any part of the purchase price, or the cost of design, installation, construction or improvement, of property or equipment (whether through the direct acquisition of assets or the acquisition of Capital Stock of any Person).

"Qualified Capital Stock" means any Capital Stock that is not Disqualified Capital Stock.

"Qualified Institutional Buyer" or "QIB" shall have the meaning specified in Rule 144A under the Securities Act.

"Record Date" means the applicable Record Date specified in the Notes; *provided*, *however*, that if any such date is not a Business Day, the Record Date shall be the first day immediately succeeding such specified day that is a Business Day.

"redeem" means to redeem, repurchase, purchase, defease, retire, discharge or otherwise acquire or retire for value; and "redemption" shall have a correlative meaning.

"Refinance" means, in respect of any security or Indebtedness, to refinance, extend, renew, refund, repay, prepay, redeem, defease or retire, or to issue a security or Indebtedness in exchange or replacement for, such security or Indebtedness in whole or in part. "Refinanced" and "Refinancing" shall have correlative meanings.

"Refinancing Indebtedness" means any Indebtedness incurred by the Company or any Restricted Subsidiary of the Company to Refinance Indebtedness incurred in accordance with Section 4.08, in each case that does not:

(1) result in an increase in the aggregate principal amount of Indebtedness of such Person as of the date of such proposed Refinancing (plus the amount of any premium required to be paid under the terms of the instrument governing such Indebtedness and plus the amount of reasonable expenses incurred by the Company in connection with such Refinancing); or

(2) create Indebtedness with: (a) a Weighted Average Life to Maturity that is less than the Weighted Average Life to Maturity of the Indebtedness being Refinanced; or (b) if the Indebtedness being Refinanced has a Stated Maturity earlier than the Maturity Date, a final maturity earlier than the final maturity of the Indebtedness being Refinanced; *provided* that (x) if such Indebtedness being Refinanced is Indebtedness solely of the Company (and is not otherwise guaranteed by a Restricted Subsidiary of the Company), then such Refinancing Indebtedness shall be Indebtedness solely of the Company and (y) if such Indebtedness being Refinanced is subordinate or junior in contractual right of payment to the Notes or any Guarantee, if any, then such Refinancing Indebtedness shall be subordinate in contractual right of payment to the Notes or any such Guarantee, as the case may be, at least to the same extent and in the same manner as the Indebtedness being Refinanced.

"Regulation S" means Regulation S under the Securities Act.

"Responsible Officer" means, when used with respect to the Trustee, any officer in the Corporate Trust Office of the Trustee (or any successor group of the Trustee) to whom any corporate trust matter is referred because of such officer's knowledge of and familiarity with the particular subject and shall also mean any officer who shall have direct responsibility for the administration of this Indenture.

"Resale Restriction Termination Date" means, in the case of 144A Global Notes, AI Global Notes or Physical Notes, one year and, in the case of the Regulation S Global Notes or Physical Notes, 40 days, after the later of (i) the Issue Date and (ii) the last date on which the Company or any Affiliate of the Company was the owner of such Note.

"Restricted Investment" means any Investment other than a Permitted Investment.

"Restricted Security" means a Note that constitutes a "Restricted Security" within the meaning of Rule 144(a)(3) under the Securities Act; *provided*, *however*, that the Trustee shall be entitled to request and conclusively rely on an Opinion of Counsel with respect to whether any Note constitutes a Restricted Security.

"Restricted Subsidiary" of any Person means any Subsidiary of such Person which at the time of determination is not an Unrestricted Subsidiary. Unless otherwise specified "Restricted Subsidiary" refers to a Restricted Subsidiary of the Company.

"S&P" means Standard & Poor's Rating Services, a division of The McGraw-Hill Companies, Inc., and its successors.

"Sale and Leaseback Transaction" means any direct or indirect arrangement with any Person or to which any such Person is a party, providing for the leasing to the Company or a Restricted Subsidiary of any property, whether owned by the Company or any Restricted Subsidiary at the Issue Date or later acquired, which has been or is to be sold or transferred by the Company or such Restricted Subsidiary to such Person or to any other Person from whom funds have been or are to be advanced by such Person on the security of such property.

"Securities Act" means the Securities Act of 1933, as amended, or any successor statute or statutes thereto, and the rules and regulations of the Commission.

"Security Documents" means the Notes Security Agreement, the Mortgages, the Intercreditor Agreement, any other intercreditor agreement authorized or required hereunder or any joinder to any such agreement and all of the security agreements (including any copyright security agreements, trademark security agreements or patent security agreements), pledges, collateral assignments, mortgages, deeds of trust, collateral trust agreements, trust deeds or other instruments, including any joinder to any of the foregoing, evidencing or creating or purporting to create any security interests in favor of the Collateral Agent for its benefit and for the benefit of the Trustee and the Holders and the holders of any other Notes Priority Lien Obligations, in all or any portion of the Collateral, as amended, modified, restated, supplemented or replaced from time to time.

"Significant Subsidiary," with respect to any Person, means any Restricted Subsidiary of such Person that satisfies the criteria for a "significant subsidiary" set forth in Rule 1-02(w) of Regulation S-X under the Exchange Act.

"Stated Maturity" means

(1) with respect to any debt security, the date specified in such debt security as the fixed date on which the final installment of principal of such debt security is due and payable; and

(2) with respect to any scheduled installment of principal of or interest on any debt security, the date specified in such debt security as the fixed date on which such installment is due and payable.

"Stockholders Agreement" means the stockholders agreement dated as of [●], 2020, by and among the Company and the stockholders listed on Schedule 1 thereto.

"Subordinated Indebtedness" means Indebtedness of the Company or any Guarantor that is subordinated or junior in contractual right of payment to the Notes or the Guarantee of such Guarantor, as the case may be. For purposes of the foregoing, no Indebtedness will be deemed to

be subordinated in contractual right of payment to any other Indebtedness of the Company or any Guarantor solely by virtue of such Indebtedness being unsecured or by virtue of the fact that the holders of such Indebtedness have entered into one or more intercreditor agreements giving one or more of such holders priority over the other holders in the collateral held by them.

"Subsidiary" means, with respect to any Person, any corporation, association, partnership or other business entity of which more than 50% of the total voting power of shares of Capital Stock is at the time owned or controlled, directly or indirectly, by:

(1) such Person;

(2) such Person and one or more Subsidiaries of such Person; or

(3) one or more Subsidiaries of such Person.

"Trading Day" means any day during which all of the following conditions are satisfied: (i) trading in the Company Common Stock generally occurs; (ii) there is no Market Disruption Event; and (iii) a closing sale price for the Company Common Stock is provided on the principal other U.S. national or regional securities exchange on which the shares of Company Common Stock are then listed or, if the shares of Company Common Stock are not listed on a U.S. national or regional securities exchange, on the principal other market on which the shares of Company Common Stock are then traded; *provided* that if the Company Common Stock is not publicly listed or traded on any exchange or market, "Trading Day" shall mean Business Day.

"Transfer" means any direct, indirect or synthetic sale, assignment, pledge, lease, hypothecation, mortgage, gift or creation of security interest, lien or trust (voting or otherwise) or other encumbrance or other disposition or transfer (by operation of law or otherwise, including by means of reference under a derivative, participation or similar contract or by the direct, indirect or synthetic transfer or issuance of equity securities of any entity) of any Note or the underlying Company Common Stock.

"Trust Indenture Act" means the Trust Indenture Act of 1939, as amended.

"Trust Monies" means all cash and Cash Equivalents received by the Trustee or Collateral Agent:

(1) upon the release of Collateral from the Lien of this Indenture or the Security Documents, including all Net Cash Proceeds;

(2) as proceeds of any sale or other disposition of all or any part of the Collateral by or on behalf of the Trustee or any collection, recovery, receipt, appropriation or other realization of or from all or any part of the Collateral pursuant to this Indenture or any of the Security Documents or otherwise; or

(3) for application as provided in the relevant provisions of this Indenture or any Security Document or for which disposition is not otherwise specifically provided in this Indenture or in any Security Document;

provided, *however*, that Trust Monies shall in no event include (a) any property deposited with the Trustee for any redemption, defeasance or covenant defeasance of Notes, for the satisfaction and discharge of this Indenture or to pay the purchase price of Notes and other Notes Priority Lien Obligations pursuant to a Net Proceeds Offer or in accordance with the terms of this Indenture, (b) any cash received or applicable by the Trustee or Collateral Agent in payment of its fees, indemnities and expenses or (c) prior to the Discharge of ABL Obligations, any amounts attributable to ABL Priority Collateral.

"Trustee" means the party named as such in this Indenture until a successor replaces it in accordance with the provisions of this Indenture and thereafter means such successor.

"UCC" means the Uniform Commercial Code as in effect from time to time in the State of New York; *provided*, *however*, that, at any time, if by reason of mandatory provisions of law, any or all of the perfection or priority of the Collateral Agent's security interest in any item or portion of the Collateral is governed by the Uniform Commercial Code as in effect in a jurisdiction other that the State of New York, the term "UCC" shall mean the Uniform Commercial Code as in effect, at such time, in such other jurisdiction for purposes of the provisions hereof relating to such perfection or priority and for purposes of definitions relating to such provisions.

"Unrestricted Subsidiary" of any Person means:

(1) any Subsidiary of such Person that at the time of determination shall be or continue to be designated an Unrestricted Subsidiary by the Board of Directors of such Person in the manner provided below; and

(2) any Subsidiary of an Unrestricted Subsidiary.

The Board of Directors of the Company may designate any Subsidiary (including any newly acquired or newly formed Subsidiary) to be an Unrestricted Subsidiary unless such Subsidiary owns any Capital Stock of, or owns or holds any Lien on any property of, the Company or any other Subsidiary of the Company that is not a Subsidiary of the Subsidiary to be so designated; *provided* that:

(1) the Company certifies to the Trustee that such designation complies with Section 4.07; and

(2) each Subsidiary to be so designated and each of its Subsidiaries has not at the time of designation, and does not thereafter, create, incur, issue, assume, guarantee or otherwise become directly or indirectly liable with respect to any Indebtedness pursuant to which the lender has recourse to any of the assets of the Company or any of its Restricted Subsidiaries.

For purposes of making the determination of whether any such designation of a Subsidiary as an Unrestricted Subsidiary complies with Section 4.07, the portion of the fair market value of the net assets of such Subsidiary of the Company at the time that such Subsidiary is designated as an Unrestricted Subsidiary that is represented by the interest of the Company and its Restricted Subsidiaries in such Subsidiary, in each case as determined in good faith by the Board of Directors of the Company, shall be deemed to be an Investment. Such

designation will be permitted only if such Investment would be permitted at such time under Section 4.07.

The Board of Directors of the Company may designate any Unrestricted Subsidiary to be a Restricted Subsidiary only if:

(a) immediately after giving effect to such designation, the Company is able to incur at least $1.00 of additional Indebtedness pursuant to the Fixed Charge Coverage Ratio test set forth in Section 4.09(a); and

(b) immediately before and immediately after giving effect to such designation, no Default or Event of Default shall have occurred and be continuing. Any such designation by the Board of Directors of the Company shall be evidenced to the Trustee by promptly filing with the Trustee a copy of the Board Resolution giving effect to such designation and an Officer's Certificate certifying that such designation complied with the foregoing provisions.

"U.S. Government Obligations" means direct obligations of, obligations guaranteed by, or participations in pools consisting solely of obligations of or obligations guaranteed by, the United States of America in respect of the payment of which the full faith and credit of the United States of America is pledged and that are not callable or redeemable at the option of the Company thereof.

"U.S. Government Securities" shall mean securities which are (1) direct obligations of the United States of America for the payment of which its full faith and credit is pledged or (2) obligations of a person controlled or supervised by and acting as an agency or instrumentality of the United States of America, the payment of which is unconditionally guaranteed as a full faith and credit obligation by the United States of America, which, in either case, are not callable or redeemable at the option of the issuer thereof, and shall also include a depository receipt issued by a bank or trust company as custodian with respect to any such U.S. Government Securities or a specific payment of interest on or principal of any such U.S. Government Securities held by such custodian for the account of the holder of a depository receipt.

"U.S. Legal Tender" means such coin or currency of the United States of America that at the time of payment shall be legal tender for the payment of public and private debts.

"Voting Stock" means with respect to any Person, Capital Stock of any class or kind ordinarily having the power to vote for the election of directors, managers or other voting members of the governing body of such Person.

"Weighted Average Life to Maturity" means, when applied to any Indebtedness at any date, the number of years obtained by dividing (1) the then outstanding aggregate principal amount of such Indebtedness into (2) the sum of the total of the products obtained by multiplying (a) the amount of each then remaining installment, sinking fund, serial maturity or other required payment of principal, including payment at final maturity, in respect thereof, by (b) the number of years (calculated to the nearest one-twelfth) which will elapse between such date and the making of such payment.

"Wholly Owned Restricted Subsidiary" of any Person means any Wholly Owned Subsidiary of such Person which at the time of determination is a Restricted Subsidiary of such Person.

"Wholly Owned Subsidiary" of any Person means any Subsidiary of such Person of which all the outstanding voting securities (other than in the case of a Foreign Subsidiary, directors' qualifying shares or an immaterial amount of shares required to be owned by other Persons pursuant to applicable law) are owned by such Person or any Wholly Owned Subsidiary of such Person.

SECTION 1.02. Other Definitions.

Term	Section
144A Global Notes	2.01
Additional Issuance Time	13.05(b)
Additional Notes	2.02
Affiliate Transaction	4.11(a)
AI Global Notes	2.01
Authentication Order	2.02
Cash Interest	4.01
Change of Control Offer	4.13(a)
Change of Control Payment	4.13(a)
Change of Control Payment Date	4.13(b)(2)
clearing agency	2.15(b)
Collective Election	13.11
Conversion Agent	2.03
Covenant Defeasance	8.02(b)
Distributed Property	13.05(c)
Event of Default	6.01
Global Notes	2.01
Group	1.01
Increased Amount	4.12(c)
Initial Global Notes	2.01
Initial Notes	2.02
Merger Event	13.11
Net Proceeds Offer	4.10(a)(5)(e)
Net Proceeds Offer Amount	4.10(a)(5)(e)
Net Proceeds Offer Payment Date	4.10(a)(5)(e)
Net Proceeds Offer Trigger Date	4.10(a)(5)(e)
OID Legend	2.16(d)
Other Transaction Party	1.01
Participants	2.15(a)
Paying Agent	2.03
Physical Notes	2.01
PIK Election	4.01
PIK Notes	2.01
PIK Payment	2.01

Term	Section
Reference Date	4.07(a)(4)(iii)(v)
Reference Property	13.11
Registrar	2.03
Regulation S Global Notes	2.01
Released Trust Monies	12.03
Replacement Assets	12.03
Restricted Payment	4.07(a)(4)
Rights Distribution	13.05(b)
Spin-Off	13.05(c)
Substitute Reports	4.18(f)
Surviving Entity	5.01(1)(b)
Tender Determination Date	13.05(e)
Trigger Event	13.05(c)
Triggering Lien	4.12

SECTION 1.03. Inapplicability of Trust Indenture Act.

No provisions of the Trust Indenture Act are incorporated by reference in or made a part of this Indenture unless explicitly incorporated by reference. Unless specifically provided in this Indenture, no terms that are defined under the Trust Indenture Act have such meanings for purposes of this Indenture.

SECTION 1.04. Rules of Construction.

Unless the context otherwise requires:

(1) a term has the meaning assigned to it;

(2) an accounting term not otherwise defined has the meaning assigned to it in accordance with GAAP;

(3) "or" is not exclusive;

(4) words in the singular include the plural, and words in the plural include the singular;

(5) provisions apply to successive events and transactions;

(6) "herein," "hereof" and other words of similar import refer to this Indenture as a whole and not to any particular Article, Section or other subdivision;

(7) the words "including," "includes" and similar words shall be deemed to be followed by "without limitation;"

(8) references to entities shall include any successors thereto and assigns thereof; and

(9) references to statutes, rules, regulations, guidance and forms shall be deemed to be references to any successors thereto.

ARTICLE TWO

THE NOTES

SECTION 2.01. Form and Dating.

The Notes and the Trustee's certificate of authentication shall be substantially in the form of Exhibit A hereto. The Notes may have notations, legends or endorsements required by law, stock exchange rule or usage. The Company shall approve the form of the Notes and any notation, legend or endorsement on them. Each Note shall be dated the date of its issuance and show the date of its authentication. If applicable, each Note shall have an executed Guarantee from each of the Guarantors, if any, existing on or after the Issue Date endorsed thereon substantially in the form of Exhibit D.

In connection with the payment of PIK Interest pursuant to a PIK Election in respect of the Notes, the Company is entitled to, without the consent of the Holders and without regard to Section 4.09 hereof, increase the outstanding principal amount of the Notes or issue additional Notes ("PIK Notes") under this Indenture on the same terms and conditions as the Notes (in each case, a "PIK Payment").

The terms and provisions contained in the Notes and the Guarantees, if any, shall constitute, and are hereby expressly made, a part of this Indenture and, to the extent applicable, the Company and the Trustee, by their execution and delivery of this Indenture, expressly agree to such terms and provisions and to be bound thereby. Notwithstanding the foregoing, in the event of a conflict between the terms and provisions of the Notes or the Guarantees and the terms and provisions of this Indenture, the provisions of this Indenture shall govern and be controlling.

Notes offered and sold in reliance on Rule 144A shall be issued initially in the form of one or more permanent global Notes in registered form, substantially in the form set forth in Exhibit A (the "144A Global Notes"), deposited with the Trustee, as custodian for the Depository, duly executed by the Company (and having, if applicable, an executed Guarantee from each of the Guarantors, if any, endorsed thereon) and authenticated by the Trustee as hereinafter provided and shall bear the legends set forth in Exhibit B.

Notes offered and sold in offshore transactions in reliance on Regulation S shall be issued initially in the form of one or more permanent global Notes in registered form, substantially in the form of Exhibit A (the "Regulation S Global Notes"), deposited with the Trustee, as custodian for the Depository, duly executed by the Company (and having, if applicable, an executed Guarantee from each of the Guarantors, if any, endorsed thereon) and authenticated by the Trustee as hereinafter provided and shall bear the legends set forth in Exhibit B.

Notes offered and sold to AIs in the United States shall be issued initially in the form of one or more permanent global Notes in registered form, substantially in the form set forth in Exhibit A (the "AI Global Notes" and, together with the 144A Global Notes and the Regulation

S Global Notes, the "Initial Global Notes"), deposited with the Trustee, as custodian for the Depository, duly executed by the Company (and having, if applicable, an executed Guarantee from each of the Guarantors, if any, endorsed thereon) and authenticated by the Trustee as hereinafter provided and shall bear the legends set forth in Exhibit B.

Notes issued after the Issue Date shall be issued initially in the form of one or more global Notes in registered form, substantially in the form set forth in Exhibit A, deposited with the Trustee, as custodian for the Depository, duly executed by the Company (and having, if applicable, an executed Guarantee from each of the Guarantors, if any, endorsed thereon) and authenticated by the Trustee as hereinafter provided and shall bear any legends required by applicable law (together with the Initial Global Notes, the "Global Notes") or as Physical Notes.

The aggregate principal amount of the Global Notes may from time to time be increased or decreased by adjustments made on the records of the Trustee, as custodian for the Depository, as hereinafter provided. Notes issued in exchange for interests in a Global Note pursuant to Section 2.16 may be issued in the form of permanent certificated Notes in registered form in substantially the form set forth in Exhibit A and bearing the applicable legends, if any (the "Physical Notes").

On any Interest Payment Date on which the Company pays PIK Interest pursuant to a PIK Election with respect to a Global Note, the Trustee shall increase the principal amount of such Note by an amount equal to the interest payable, rounded up to the nearest $1.00 for the relevant interest period on the principal amount of such Note as of the relevant record date for such Interest Payment Date, to the credit of the Holders on such record date, pro rata in accordance with their interests, and an adjustment shall be made on the books and records of the Trustee with respect to such Global Note, by the Trustee to reflect such increase. On any Interest Payment Date on which the Company pays PIK Interest pursuant to a PIK Election by issuing definitive PIK Notes, the principal amount of any such PIK Notes issued to any Holder, for the relevant interest period as of the relevant record date for such Interest Payment Date, shall be rounded up to the nearest $1.00.

SECTION 2.02. Execution, Authentication and Denomination; Additional Notes.

One Officer of the Company (who shall have been duly authorized by all requisite corporate actions) shall sign the Notes for such Company by manual or facsimile signature. One Officer of a Guarantor, if any, (who shall have been duly authorized by all requisite corporate actions) shall sign the Guarantee, if any, for such Guarantor by manual or facsimile signature.

If an Officer whose signature is on a Note or Guarantee, as the case may be, was an Officer at the time of such execution but no longer holds that office at the time the Trustee authenticates the Note, the Note shall nevertheless be valid. Each Guarantor, if any, shall execute a Guarantee in the manner set forth in Section 10.03.

A Note (and the Guarantees, if any, in respect thereof) shall not be valid until an authorized signatory of the Trustee manually signs the certificate of authentication on the Note. The signature shall be conclusive evidence that the Note has been authenticated under this Indenture.

The Trustee shall authenticate (i) on the Issue Date, Notes for original issue in the aggregate principal amount not to exceed $[●] (the "Initial Notes"), (ii) additional Notes (the "Additional Notes") (so long as not otherwise prohibited by the terms of this Indenture, including Sections 4.09 and 4.12), and (iii) PIK Notes issued in payment of PIK Interest pursuant to a PIK Election, in each case upon a written order of the Company in the form of a certificate of an Officer of the Company (an "Authentication Order"). Any such written order relating to the issuance of Additional Notes shall state that such Officers have reviewed this Indenture and the outstanding Security Documents and that any limitations on Indebtedness and/or Liens provided in this Indenture and such Security Documents shall not be exceeded by the issuance of such Additional Notes. Each such Authentication Order shall specify the amount of Notes to be authenticated and the date on which the Notes are to be authenticated, whether the Notes are to be Initial Notes, PIK Notes or Additional Notes and whether the Notes are to be issued as certificated Notes or Global Notes or such other information as the Trustee may reasonably request. In addition, with respect to authentication pursuant to clause (i), (ii) or (iii) of the first sentence of this paragraph, such Authentication Order from the Company shall be accompanied by an Opinion of Counsel of the Company in a form reasonably satisfactory to the Trustee.

All Notes, including PIK Notes, issued under this Indenture shall be treated as a single class for all purposes under this Indenture. The Additional Notes and the PIK Notes shall bear any legend required by applicable law.

The Trustee may appoint an authenticating agent reasonably acceptable to the Company to authenticate Notes. Unless otherwise provided in the appointment, an authenticating agent may authenticate Notes whenever the Trustee may do so. Each reference in this Indenture to authentication by the Trustee includes authentication by such agent. An authenticating agent has the same rights as an Agent to deal with the Company and Affiliates of the Company. The Trustee shall have the right to decline to authenticate and deliver any Notes under this Indenture if the Trustee, being advised by counsel, determines that such action may not lawfully be taken or if the Trustee in good faith shall determine that such action would expose the Trustee to personal liability. The Trustee shall not accept any request for registration of transfer or exchange after a Holder has exercised its Conversion Right.

The Notes shall be issuable only in registered form without coupons in denominations of $1.00 and integral multiples of $1.00 in excess thereof.

SECTION 2.03. Registrar; Paying Agent; Conversion Agent.

The Company shall maintain or cause to be maintained an office or agency where (a) Notes may be presented or surrendered for registration of transfer or for exchange ("Registrar"), (b) Notes may, subject to Section 2 of the Notes, be presented or surrendered for payment or repurchase ("Paying Agent"), (c) Notes may be surrendered for conversion ("Conversion Agent") and (d) notices and demands to or upon the Company in respect of the Notes and this Indenture may be served. The Company may also from time to time designate one or more other offices or agencies where the Notes may be presented or surrendered for any or all such purposes and may from time to time rescind such designations; *provided*, *however*, that no such designation or rescission shall in any manner relieve the Company of its obligation to maintain or cause to be maintained an office or agency for such purposes. The Company may

act as Registrar or Paying Agent, except that for the purposes of Articles Three and Eight and Sections 4.10 and 4.13, neither the Company nor any Affiliate of the Company shall act as Paying Agent. The Registrar shall keep a register of the Notes and of their transfer and exchange. The Company, upon notice to the Trustee, may have one or more co-registrars and one or more additional paying agents. The term "Registrar" includes any co-registrar and the term "Paying Agent" includes any additional paying agent. The Company initially appoints the Trustee as Registrar, Paying Agent and Conversion Agent until such time as the Trustee has resigned or a successor has been appointed.

The Company shall enter into an appropriate agency agreement with any Agent not a party to this Indenture, which agreement shall implement the provisions of this Indenture that relate to such Agent. The Company shall notify the Trustee, in advance, of the name and address of any such Agent. If the Company fails to maintain a Registrar or Paying Agent, the Trustee shall act as such at its Corporate Trust Office.

SECTION 2.04. Paying Agent To Hold Assets in Trust.

The Company shall require each Paying Agent other than the Trustee or the Company or any Subsidiary to agree in writing that each Paying Agent shall hold in trust for the benefit of Holders or the Trustee all assets held by the Paying Agent for the payment of principal of, or interest on, the Notes (whether such assets have been distributed to it by the Company or any other obligor on the Notes), and shall notify the Trustee of any Default by the Company (or any other obligor on the Notes) in making any such payment. The Company at any time may require a Paying Agent to distribute all assets held by it to the Trustee and account for any assets disbursed and the Trustee may at any time during the continuance of any payment Default, upon written request to a Paying Agent, require such Paying Agent to distribute all assets held by it to the Trustee and to account for any assets distributed. Upon distribution to the Trustee of all assets that shall have been delivered by the Company to the Paying Agent, the Paying Agent shall have no further liability for such assets.

SECTION 2.05. Holder Lists.

The Trustee shall preserve in as current a form as is reasonably practicable the most recent list available to it of the names and addresses of Holders. If the Trustee is not the Registrar, the Company shall furnish to the Trustee at least two (2) Business Days prior to each Interest Payment Date and at such other times as the Trustee may request in writing a list, in such form and as of such date as the Trustee may reasonably require, of the names and addresses of Holders, which list may be conclusively relied upon by the Trustee.

SECTION 2.06. Transfer and Exchange.

Subject to Sections 2.15 and 2.16, when Notes are presented to the Registrar with a request to register the transfer of such Notes or to exchange such Notes for an equal principal amount of Notes of other authorized denominations, the Registrar shall register the transfer or make the exchange as requested if its requirements for such transaction are met; *provided*, *however*, that the Notes surrendered for transfer or exchange shall be duly endorsed or accompanied by a written instrument of transfer in form satisfactory to the Company and the

Registrar, duly executed by the Holder thereof or his or her attorney duly authorized in writing. To permit registrations of transfers and exchanges, the Company shall execute and the Trustee, upon receipt of an Authentication Order, shall authenticate Notes at the Registrar's request. No service charge shall be made for any registration of transfer or exchange, but the Company may require payment of a sum sufficient to cover any transfer tax or similar governmental charge payable in connection therewith.

Without the prior written consent of the Company, the Registrar shall not be required to register the transfer of or exchange of any Note beginning at the opening of business on any Record Date and ending on the close of business on the related Interest Payment Date.

Any holder of a beneficial interest in a Global Note shall, by acceptance of such beneficial interest, agree that transfers of beneficial interests in such Global Notes may be effected only through a book-entry system maintained by the Holder of such Global Note (or its agent) in accordance with the applicable legends thereon, and that ownership of a beneficial interest in the Note shall be required to be reflected in a book-entry system.

SECTION 2.07. Replacement Notes.

If a mutilated Note is surrendered to the Trustee or if the Holder of a Note claims that the Note has been lost, destroyed or wrongfully taken, the Company shall issue and the Trustee shall authenticate a replacement Note if the Trustee's requirements are met. Such Holder must provide an indemnity bond or other indemnity, sufficient in the judgment of both the Company and the Trustee, to protect the Company, the Trustee or any Agent from any loss which any of them may suffer if a Note is replaced. The Company may charge such Holder for its reasonable out-of-pocket expenses in replacing a Note pursuant to this Section 2.07, including reasonable fees and expenses of counsel and of the Trustee.

Every replacement Note is an additional obligation of the Company and every replacement Guarantee, if any, shall constitute an additional obligation of the Guarantor thereof.

The provisions of this Section 2.07 are exclusive and shall preclude (to the extent lawful) all other rights and remedies with respect to the replacement or payment of lost, destroyed or wrongfully taken Notes.

SECTION 2.08. Outstanding Notes.

Notes outstanding at any time are all the Notes that have been authenticated by the Trustee except those cancelled by it, those delivered to it for cancellation and those described in this Section 2.08 as not outstanding. A Note does not cease to be outstanding because the Company, any Guarantor or any of their respective Affiliates hold the Note (subject to the provisions of Section 2.09).

If a Note is replaced pursuant to Section 2.07 (other than a mutilated Note surrendered for replacement), it ceases to be outstanding unless a Responsible Officer of the Trustee receives proof satisfactory to it that the replaced Note is held by a *bona fide* purchaser. A mutilated Note ceases to be outstanding upon surrender of such Note and replacement thereof pursuant to Section 2.07.

If the principal amount of any Note is considered paid under Section 4.01, it ceases to be outstanding and interest ceases to accrue. If on the Stated Maturity the Trustee or Paying Agent (other than the Company or an Affiliate thereof) holds U.S. Legal Tender or U.S. Government Obligations sufficient to pay all of the principal and interest due on the Notes payable on that date, then on and after that date such Notes cease to be outstanding and interest on them ceases to accrue.

SECTION 2.09. Treasury Notes.

In determining whether the Holders of the required principal amount of Notes have concurred in any direction, waiver or consent, Notes owned by the Company or any of its Subsidiaries shall be disregarded, except that, for the purposes of determining whether the Trustee shall be protected in relying on any such direction, waiver or consent, only Notes that a Responsible Officer of the Trustee actually knows are so owned shall be disregarded.

SECTION 2.10. Temporary Notes.

Until definitive Notes are ready for delivery, the Company may prepare and the Trustee, upon receipt of an Authentication Order, shall authenticate temporary Notes. Temporary Notes shall be substantially in the form of definitive Notes but may have variations that the Company considers appropriate for temporary Notes. Without unreasonable delay, the Company shall prepare and the Trustee, upon receipt of an Authentication Order, shall authenticate definitive Notes in exchange for temporary Notes. Until such exchange, temporary Notes shall be entitled to the same rights, benefits and privileges as definitive Notes. Notwithstanding the foregoing, so long as the Notes are represented by a Global Note, such Global Note may be in typewritten form.

SECTION 2.11. Cancellation.

The Company at any time may deliver Notes to the Trustee for cancellation. The Registrar and the Paying Agent shall forward to the Trustee any Notes surrendered to them for transfer, exchange, payment or conversion. The Trustee, or at the direction of the Trustee, the Registrar or the Paying Agent (other than the Company or a Subsidiary), and no one else, shall cancel and, at the written direction of the Company, shall dispose of all Notes surrendered for transfer, exchange, payment, conversion or cancellation in accordance with its customary procedures. Subject to Section 2.07, the Company may not issue new Notes to replace Notes that it has paid or delivered to the Trustee for cancellation. If the Company shall acquire any of the Notes, such acquisition shall not operate as a redemption or satisfaction of the Indebtedness represented by such Notes unless and until the same are surrendered to the Trustee for cancellation pursuant to this Section 2.11.

SECTION 2.12. Default Interest.

If the Company defaults in a payment of interest on the Notes, it shall pay the default interest in cash, plus (to the extent lawful) any interest payable on the defaulted interest in cash, in any lawful manner. The Company may pay the default interest to the persons who are Holders on a subsequent special record date, which date shall be the fifteenth day next preceding the date

fixed by the Company for the payment of default interest or the next succeeding Business Day if such date is not a Business Day. At least 15 days before any such subsequent special record date, the Company shall provide to each Holder, in accordance with Section 14.01, with a copy to the Trustee, a notice that states the subsequent special record date, the payment date and the amount of default interest, and interest payable on such default interest, if any, to be paid.

SECTION 2.13. CUSIP and ISIN Numbers.

The Company in issuing the Notes may use "CUSIP" or "ISIN" numbers, and if so, the Trustee shall use the "CUSIP" or "ISIN" numbers in notices of exchange as a convenience to Holders; *provided*, *however*, that any such notice may state that no representation is made as to the correctness or accuracy of the "CUSIP" or "ISIN" numbers printed in the notice or on the Notes, and that reliance may be placed only on the other identification numbers printed on the Notes. The Company will promptly notify the Trustee of any change in the "CUSIP" or "ISIN" numbers.

SECTION 2.14. Deposit of Moneys.

Subject to Section 2 of the Notes, prior to 11:00 a.m., New York City time, on each Stated Maturity and Payment Date, the Company shall have deposited with the Paying Agent in immediately available funds money sufficient to make cash payments, if any, due on such Stated Maturity and Payment Date, as the case may be, in a timely manner which permits the Paying Agent to remit payment to the Holders on such Stated Maturity and Payment Date, as the case may be.

SECTION 2.15. Book-Entry Provisions for Global Notes.

(a) The Global Notes initially shall (i) be registered in the name of the Depository or the nominee of such Depository, (ii) be delivered to the Trustee as custodian for such Depository and (iii) bear legends as set forth in Exhibit B, as applicable.

Members of, or participants in, the Depository ("Participants") shall have no rights under this Indenture with respect to any Global Note held on their behalf by the Depository, or the Trustee as its custodian, or under the Global Note, and the Depository may be treated by the Company, the Trustee and any agent of the Company or the Trustee as the absolute owner of the Global Note for all purposes whatsoever. Notwithstanding the foregoing, nothing herein shall prevent the Company, the Trustee or any agent of the Company or the Trustee from giving effect to any written certification, proxy or other authorization furnished by the Depository or impair, as between the Depository and Participants, the operation of customary practices governing the exercise of the rights of a Holder of any Note.

(b) Transfers of Global Notes shall be limited to transfers in whole, but not in part, to the Depository, its successors or their respective nominees. Interests of beneficial owners in the Global Notes may be transferred or exchanged for Physical Notes in accordance with the rules and procedures of the Depository and the provisions of Section 2.16. In addition, Physical Notes shall be transferred to all beneficial owners in exchange for their beneficial interests in Global Notes if (i) (A) the Depository notifies the Company that it is unwilling or unable to act as

Depository for any Global Note, the Company so notifies the Trustee in writing or (B) the Depository ceases to be a "clearing agency" registered under the Exchange Act and, in either case, a successor Depository is not appointed by the Company within 120 days of such notice or (ii) a Default or Event of Default has occurred and is continuing and the Registrar has received a written request from any owner of a beneficial interest in a Global Note to issue Physical Notes. Upon any issuance of a Physical Note in accordance with this Section 2.15(b) the Trustee is required to register such Physical Note in the name of, and cause the same to be delivered to, such person or persons (or the nominee of any thereof). All such Physical Notes shall bear the applicable legends, if any.

(c) In connection with any transfer or exchange of a portion of the beneficial interest in a Global Note to beneficial owners pursuant to paragraph (b) of this Section 2.15, the Registrar shall (if one or more Physical Notes are to be issued) reflect on its books and records the date and a decrease in the principal amount of such Global Note in an amount equal to the principal amount of the beneficial interest in the Global Note to be transferred, and the Company shall execute, and, upon receipt of an Authentication Order, the Trustee shall authenticate and deliver, one or more Physical Notes of authorized denominations in an aggregate principal amount equal to the principal amount of the beneficial interest in the Global Note so transferred.

(d) In connection with the transfer of a Global Note as an entirety to beneficial owners pursuant to paragraph (b) of this Section 2.15, such Global Note shall be deemed to be surrendered to the Trustee for cancellation, and (i) the Company shall execute, (ii) the Guarantors, if any, shall execute notations of Guarantees on and (iii) the Trustee shall upon written instructions from the Company authenticate and deliver, to each beneficial owner identified by the Depository in exchange for its beneficial interest in such Global Note, an equal aggregate principal amount of Physical Notes of authorized denominations.

(e) Any Physical Note constituting a Restricted Security delivered in exchange for an interest in a Global Note pursuant to paragraph (b) or (c) of this Section 2.15 shall, except as otherwise provided by Section 2.16, bear the Private Placement Legend.

(f) The Holder of any Global Note may grant proxies and otherwise authorize any Person, including Participants and Persons that may hold interests through Participants, to take any action which a Holder is entitled to take under this Indenture or the Notes.

SECTION 2.16. Special Transfer and Exchange Provisions.

(a) Transfers to QIBs. The following provisions shall apply with respect to the registration of any proposed transfer of a Restricted Security to a QIB:

(i) the Registrar shall register the transfer of any Restricted Security, whether or not such Note bears the Private Placement Legend, if (x) the requested transfer is after the first anniversary of the Issue Date; *provided*, *however*, that neither the Company nor any Affiliate of the Company has held any beneficial interest in such Note, or portion thereof, at any time on or prior to the first anniversary of the Issue Date or (y) such transfer is being made by a proposed transferor who has checked the box provided for on the applicable Global Note stating, or has otherwise advised the Company and the

Registrar in writing, that the sale has been made in compliance with the provisions of Rule 144A to a transferee who has signed the certification provided for on the applicable Global Note stating, or has otherwise advised the Company and the Registrar in writing, that it is purchasing the Note for its own account or an account with respect to which it exercises sole investment discretion and that it and any such account is a QIB within the meaning of Rule 144A, and is aware that the sale to it is being made in reliance on Rule 144A and acknowledges that it has received such information regarding the Company as it has requested pursuant to Rule 144A or has determined not to request such information and that it is aware that the transferor is relying upon its foregoing representations in order to claim the exemption from registration provided by Rule 144A;

(ii) if the proposed transferee is a Participant and the Notes to be transferred consist of Physical Notes which after transfer are to be evidenced by an interest in a 144A Global Note, upon receipt by the Registrar of the Physical Note and written instructions given in accordance with the Depository's and the Registrar's procedures, the Registrar shall register the transfer and reflect on its book and records the date and an increase in the principal amount of the applicable 144A Global Note in an amount equal to the principal amount of Physical Notes to be transferred, and the Registrar shall cancel the Physical Notes so transferred;

(iii) if the proposed transferor is a Participant seeking to transfer an interest in a Regulation S Global Note, upon receipt by the Registrar of written instructions given in accordance with the Depository's and the Registrar's procedures, the Registrar shall register the transfer and reflect on its books and records the date and (A) a decrease in the principal amount of a Regulation S Global Note in an amount equal to the principal amount of the Notes to be transferred and (B) an increase in the principal amount of the applicable 144A Global Note in an amount equal to the principal amount of the Notes to be transferred; and

(iv) if the proposed transferor is a Participant seeking to transfer an interest in an AI Global Note, upon receipt by the Registrar of written instructions given in accordance with the Depository's and the Registrar's procedures, the Registrar shall register the transfer and reflect on its books and records the date and (A) a decrease in the principal amount of an AI Global Note in an amount equal to the principal amount of the Notes to be transferred and (B) an increase in the principal amount of the applicable 144A Global Note in an amount equal to the principal amount of the Notes to be transferred.

(b) Transfers to Non-U.S. Persons. The following provisions shall apply with respect to any transfer of a Restricted Security to a Non-U.S. Person under Regulation S:

(i) the Registrar shall register any proposed transfer of a Restricted Security to a Non-U.S. Person upon receipt of a certificate substantially in the form of Exhibit C from the proposed transferor and such certifications, legal opinions and other information as the Trustee or the Company may reasonably request; and

(ii) (a) if the proposed transferor is a Participant holding a beneficial interest in a Rule 144A Global Note, an AI Global Note or the Note to be transferred consists of Physical Notes, upon receipt by the Registrar of (x) the documents required by paragraph (i) and (y) instructions in accordance with the Depository's and the Registrar's procedures, the Registrar shall reflect on its books and records the date and a decrease in the principal amount of the applicable Rule 144A Global Note or AI Global Note in an amount equal to the principal amount of the beneficial interest in the applicable Rule 144A Global Note or AI Global Note to be transferred or cancel the Physical Notes to be transferred, and (b) if the proposed transferee is a Participant, upon receipt by the Registrar of instructions given in accordance with the Depository's and the Registrar's procedures, the Registrar shall reflect on its books and records the date and an increase in the principal amount of the applicable Regulation S Global Note in an amount equal to the principal amount of the applicable Rule 144A Global Note, AI Global Note or the Physical Notes, as the case may be, to be transferred.

(c) Transfers to Other Persons. The following provisions shall apply with respect to the registration of any proposed transfer of a Restricted Security not otherwise permitted by this Section 2.16:

(i) the Registrar shall register, upon receipt of a written direction from the Company, the transfer of any Restricted Security, whether or not such Note bears the Private Placement Legend, if (x) the requested transfer is after the first anniversary of the Issue Date; *provided*, *however*, that neither the Company nor any Affiliate of the Company has held any beneficial interest in such Note, or portion thereof, at any time on or prior to the first anniversary of the Issue Date or (y) such transfer is being made by a proposed transferor who has checked the applicable box provided for on the applicable Global Note and has delivered to the Registrar legal opinions satisfactory to the Company and the Trustee and such other certifications or information as the Company or the Trustee may reasonably request to confirm that the proposed transfer is being made pursuant to an exemption from, or in a transaction not subject to, the registration requirements of the Securities Act; and

(ii) if the proposed transferee is a Participant and the Notes to be transferred consist of Physical Notes which after transfer are to be evidenced by an interest in a Global Note, upon receipt by the Registrar of the Physical Note and (x) written instructions given in accordance with the Depository's and the Registrar's procedures and (y) the legal opinions, certificates and information, as applicable, referred to in clause (y) of paragraph (i) above, the Registrar shall register the transfer and reflect on its books and records the date and an increase in the principal amount of the applicable Global Note in an amount equal to the principal amount of Physical Notes to be transferred, and the Registrar shall cancel the Physical Notes so transferred; and

(iii) if the proposed transferor is a Participant seeking to transfer an interest in a Global Note, upon receipt by the Registrar of (x) written instructions given in accordance with the Depository's and the Registrar's procedures and (y) the legal opinions, certificates and information, as applicable, referred to in clause (y) of paragraph (i) above, the Registrar shall register the transfer and reflect on its books and records the

date and (A) a decrease in the principal amount of the Global Note from which such interests are to be transferred in an amount equal to the principal amount of the Notes to be transferred and (B) an increase in the principal amount of the applicable Global Note in an amount equal to the principal amount of the Notes to be transferred.

(d) OID Legend. To the extent required by Section 1275(c)(1)(A) of the Internal Revenue Code of 1986, as amended, and Treasury Regulation Section 1.1275-3(b)(1), each Note issued at a discount to its stated redemption price at maturity shall bear a legend (the "OID Legend") in substantially the following form (with any necessary amendments thereto to reflect any amendments occurring after the Issue Date to the applicable sections):

> "**For the purposes of Sections 1272, 1273 and 1275 of the Internal Revenue Code of 1986, as amended, this note is being issued with original issue discount. You may contact the Company at [●], attention: [●], and the Company will provide you with the issue price, the amount of original issue discount, the issue date and the yield to maturity of this Note.**"

(e) Restrictions on Transfer and Exchange of Global Notes. Notwithstanding any other provisions of this Indenture, a Global Note may not be transferred as a whole except by the Depository to a nominee of the Depository or by a nominee of the Depository to the Depository or another nominee of the Depository or by the Depository or any such nominee to a successor Depository or a nominee of such successor Depository.

(f) Private Placement Legend. Upon the transfer, exchange or replacement of Notes not bearing the Private Placement Legend unless otherwise required by applicable law, the Registrar shall deliver Notes that do not bear the Private Placement Legend. Upon the transfer, exchange or replacement of Notes bearing the Private Placement Legend, the Registrar shall deliver only Notes that bear the Private Placement Legend unless (i) there is delivered to the Trustee an Opinion of Counsel reasonably satisfactory to the Company and the Trustee to the effect that neither such legend nor the related restrictions on transfer are required in order to maintain compliance with the provisions of the Securities Act or (ii) such Note has been offered and sold pursuant to an effective registration statement under the Securities Act.

(g) General. By its acceptance of any Note bearing the Private Placement Legend, each Holder of such a Note acknowledges the restrictions on transfer of such Note set forth in this Indenture and in the Private Placement Legend and agrees that it will transfer such Note only as provided in this Indenture.

The Registrar shall retain copies of all letters, notices and other written communications received pursuant to Section 2.15 or this Section 2.16. The Company shall have the right to inspect and make copies of all such letters, notices or other written communications at any reasonable time upon the giving of reasonable written notice to the Registrar.

The Trustee shall have no obligation or duty to monitor, determine or inquire as to compliance with any restrictions on transfer imposed under this Indenture or under applicable law with respect to any transfer of any interest in any Note (including any transfers between or

among Depository Participants or beneficial owners of interests in any Global Note) other than to require delivery of such certificates and other documentation or evidence as are expressly required by, and to do so if and when expressly required by the terms of, this Indenture, and to examine the same to determine substantial compliance as to form with the express requirements hereof.

The Trustee shall have no responsibility for the actions or omissions of the Depository, or the accuracy of the books and records of the Depository.

(h) Cancellation and/or Adjustment of Global Note. At such time as all beneficial interests in a particular Global Note have been exchanged for Physical Notes or a particular Global Note has been redeemed, repurchased or canceled in whole and not in part, each such Global Note shall be returned to or retained and canceled by the Trustee in accordance with Section 2.11 hereof. At any time prior to such cancellation, if any beneficial interest in a Global Note is exchanged for or transferred to a Person who will take delivery thereof in the form of a beneficial interest in another Global Note or for Physical Notes, the principal amount of Notes represented by such Global Note shall be reduced accordingly and an endorsement shall be made on such Global Note by the Trustee to reflect such reduction; and if the beneficial interest is being exchanged for or transferred to a Person who will take delivery thereof in the form of a beneficial interest in another Global Note, such other Global Note shall be increased accordingly and an endorsement shall be made on such Global Note by the Trustee to reflect such increase.

SECTION 2.17. Tax Treatment.

The parties hereto intend that the Notes constitute indebtedness and will treat the Notes as indebtedness for all tax purposes, unless otherwise required by applicable law.

ARTICLE THREE

REDEMPTION

SECTION 3.01. No Redemption.

The Notes may not be redeemed by the Company in whole or in part at any time. No sinking fund, mandatory redemption or other similar provision shall apply to the Notes.

ARTICLE FOUR
COVENANTS

SECTION 4.01. Payment of Notes.

The Company shall pay the principal of, premium, if any, and interest on the Notes in the manner provided in the Notes and this Indenture.

In the event that the Company determines to pay PIK Interest for any interest period, then Company will deliver a notice (a "PIK Election") to the Trustee no later than thirty days prior to the beginning of the relevant interest period, which notice will state the total amount of interest

to be paid on the Interest Payment Date in respect of such interest period and the amount of such interest to be paid as PIK Interest. The Trustee, on behalf of the Company, will promptly deliver a corresponding notice provided by the Company to the Holders. For the avoidance of doubt, interest on the Notes in respect of any interest period for which a PIK Election is not timely delivered must be paid entirely in cash ("Cash Interest").

Cash Interest shall be considered paid on the date due if the Paying Agent, if other than the Company or a Subsidiary, holds as of 10:00 a.m. (New York City time) on the due date money deposited by the Company in immediately available funds and designated for and sufficient to pay all principal, premium, if any, and Cash Interest then due. PIK Interest shall be considered paid on the date due if on such date the Trustee has received (i) an Authentication Order to increase the balance of any Global Note to reflect such PIK Interest or (ii) PIK Notes duly executed by the Company together with Authentication Order requesting the authentication of such PIK Notes by the Trustee.

Interest on the Notes will be computed on the basis of a 360-day year comprised of twelve 30-day months.

The Company shall pay interest (including post-petition interest in any proceeding under any Bankruptcy Law) on (i) overdue principal, from time to time on demand to the extent lawful, at the interest rate applicable to the Notes and (ii) overdue installments of interest (without regard to any applicable grace periods), from time to time on demand to the extent lawful, at the interest rate applicable to the Notes plus 2.0%.

SECTION 4.02. Maintenance of Office or Agency.

The Company shall maintain the office or agency required under Section 2.03 (which may be an office of the Trustee or an affiliate of the Trustee or Registrar). The Company shall give prompt written notice to the Trustee of the location, and any change in the location, of such office or agency. If at any time the Company shall fail to maintain any such required office or agency or shall fail to furnish the Trustee with the address thereof, such presentations, surrenders, notices and demands may be made or served at the address of the Trustee set forth in Section 14.01.

The Company may also from time to time designate one or more other offices or agencies where the Notes may be presented or surrendered for any or all such purposes and may from time to time rescind such designations. The Company will give prompt written notice to the Trustee of any such designation or rescission and of any change in the location of any such other office or agency.

The Company hereby initially designates the Trustee at its Corporate Trust Office as such office of the Company in accordance with Section 2.03.

SECTION 4.03. Corporate Existence.

Except as otherwise permitted by the terms of this Indenture, the Company shall do or cause to be done all things necessary to preserve and keep in full force and effect its corporate existence and the corporate, partnership or other existence of each of its Restricted Subsidiaries

in accordance with the respective organizational documents of each such Restricted Subsidiary and the material rights (charter and statutory) and material franchises of the Company and each of its Restricted Subsidiaries; *provided*, *however*, that the Company shall not be required to preserve any such right, franchise or corporate existence with respect to itself or any Restricted Subsidiary if the Board of Directors of the Company shall determine that the preservation thereof is no longer desirable in the conduct of the business of the Company and its Restricted Subsidiaries, taken as a whole, and that the loss thereof is not adverse in any material respect to the Holders of the Notes.

SECTION 4.04. Payment of Taxes.

The Company and the Guarantors, if any, shall and shall cause each of the Restricted Subsidiaries to, pay or discharge or cause to be paid or discharged, before the same shall become delinquent, (a) all material taxes, assessments and governmental charges levied or imposed upon it or any of the Restricted Subsidiaries or upon the income, profits or property of it or any of the Restricted Subsidiaries and (b) all lawful claims for labor, materials and supplies which, in each case, if unpaid, might by law become a material liability or Lien upon the property of it or any of the Restricted Subsidiaries; *provided*, *however*, that the Company and the Guarantors, if any, shall not be required to pay or discharge or cause to be paid or discharged any such tax, assessment, charge or claim (i) that is not delinquent or (ii) whose amount the applicability or validity is being contested in good faith by appropriate actions and for which appropriate provision has been made.

SECTION 4.05. Compliance Certificate; Notice of Default.

(a) The Company shall deliver to the Trustee, within 120 days after the close of each fiscal year, an Officer's Certificate stating (i) that a review of the activities of the Company and its Subsidiaries has been made under the supervision of the signing Officers with a view to determining whether the Company and the Guarantors, if any, have kept, observed, performed and fulfilled their obligations under this Indenture and the Security Documents and further stating, as to each such Officer signing such certificate, that to the best of such Officer's knowledge, the Company and the Guarantors, if any, during such preceding fiscal year has kept, observed, performed and fulfilled each and every such covenant and no Default occurred during such year and at the date of such certificate there is no Default that has occurred and is continuing or, if such signers do know of such Default, the certificate shall specify such Default and what action, if any, the Company is taking or proposes to take with respect thereto and (ii) that there has been no adjustment to the Conversion Rate during the relevant period save as notified in writing to the Trustee and Holders. The Officer's Certificate shall also notify the Trustee should the Company elect to change the manner in which it fixes the fiscal year end.

(b) The Company shall deliver to the Trustee promptly and in any event within five Business Days after the Company becomes aware of the occurrence of any Default an Officer's Certificate specifying the Default and what action, if any, the Company is taking or proposes to take with respect thereto.

SECTION 4.06. Waiver of Stay, Extension or Usury Laws.

The Company and each Guarantor, if any, covenants (to the extent permitted by applicable law) that it will not at any time insist upon, plead, or in any manner whatsoever claim or take the benefit or advantage of, any stay or extension law or any usury law, wherever enacted, now or at any time hereafter in force, or which may affect the covenants or the performance of this Indenture, and (to the extent permitted by applicable law) each hereby expressly waives all benefit or advantage of any such law, and covenants that it will not hinder, delay or impede the execution of any power herein granted to the Trustee, but will suffer and permit the execution of every such power as though no such law had been enacted.

SECTION 4.07. Limitations on Restricted Payments.

(a) The Company will not, and will not cause or permit any of its Restricted Subsidiaries to, directly or indirectly:

(1) declare or pay any dividend or make any distribution on or in respect of shares of the Company's or any of its Restricted Subsidiaries' Capital Stock to holders of such Capital Stock (other than (i) dividends or distributions by the Company payable in Qualified Capital Stock of the Company or (ii) dividends or distributions by a Restricted Subsidiary; *provided* that, in the case of any dividend or distribution payable by a Restricted Subsidiary other than a Wholly-Owned Restricted Subsidiary, the Company or a Restricted Subsidiary receives at least its *pro rata* share of such dividend or distribution in accordance with its ownership interest in such class or series of Capital Stock);

(2) purchase, redeem or otherwise acquire or retire for value any Capital Stock of the Company;

(3) make any principal payment on, purchase, defease, redeem, decrease or otherwise acquire or retire for value, prior to any scheduled maturity, scheduled repayment or scheduled sinking fund payment, any Subordinated Indebtedness (other than the purchase, defeasance, redemption, other acquisition or retirement of such Subordinated Indebtedness in anticipation of satisfying a sinking fund obligation, principal installment or final maturity, in each case due within one year of the date of purchase, defeasance, redemption, other acquisition or retirement); or

(4) make any Investment (other than Permitted Investments)

(each of the foregoing actions set forth in clauses (1), (2), (3) and (4) being referred to as a "Restricted Payment"); if at the time of such Restricted Payment or immediately after giving effect thereto:

(i) a Default or an Event of Default shall have occurred and be continuing;

(ii) the Company is not able to incur at least $1.00 of additional Indebtedness pursuant to the Fixed Charge Coverage Ratio test set forth in Section 4.09(a); or

(iii) the aggregate amount of Restricted Payments (including such proposed Restricted Payment) made subsequent to the Issue Date (the amount expended for such purposes, if other than in cash, being the fair market value of such property as determined in good faith by the Board of Directors of the Company or Restricted Subsidiary, as applicable) shall exceed the sum of:

(u) 50% of Consolidated Net Income of the Company for the period (taken as one accounting period) commencing on the first day of the fiscal quarter beginning following the quarter in which the Issue Date occurs to and including the last day of the fiscal quarter ended immediately prior to the date of such calculation for which internal financial statements are available (or, if such Consolidated Net Income shall be a deficit, minus 100% of such aggregate deficit), *plus*

(v) 100% of the aggregate net cash proceeds and the fair market value, as determined in good faith by the Board of Directors of the Company, of property and marketable securities received by the Company from any Person (other than a Subsidiary of the Company) from the issuance and sale subsequent to the Issue Date and on or prior to the date the Restricted Payment occurs (the "Reference Date") of Qualified Capital Stock of the Company (but excluding any debt security that is convertible into, or exchangeable for, Qualified Capital Stock), *plus*

(w) without duplication of any amounts included in clause (iii)(v) above, 100% of the aggregate net cash proceeds and the fair market value, as determined in good faith by the Board of Directors of the Company, of property and marketable securities of any equity contribution received by the Company from a holder of the Company's Qualified Capital Stock subsequent to the Issue Date and on or prior to the Reference Date, *plus*

(x) 100% of the aggregate amount by which Indebtedness incurred by the Company or any Restricted Subsidiary subsequent to the Issue Date is reduced on the Company's balance sheet upon the conversion or exchange (other than by a Subsidiary of the Company) into Qualified Capital Stock of the Company (less the amount of any cash, or the fair value of assets, distributed by the Company or any Restricted Subsidiary upon such conversion or exchange), *plus*

(y) 100% of the aggregate amount received in cash and the fair market value, as determined in good faith by the Board of Directors of the Company, of property and marketable securities received by means of (A) the sale or other disposition (other than to the Company or a Restricted Subsidiary) of all or any portion of any Restricted Investments made by the Company or its Restricted Subsidiaries and repurchases and redemptions of such Restricted Investments from the Company or its Restricted Subsidiaries and repayments of or interest payments made in respect of any loans or advances which constitute Restricted Investments by the Company or its Restricted Subsidiaries or any dividends or other distributions made or payments made with respect to any Restricted

Investment by the Company or any Restricted Subsidiary or (B) the sale (other than to the Company or a Restricted Subsidiary) of the Capital Stock of an Unrestricted Subsidiary or a distribution from an Unrestricted Subsidiary or a dividend from an Unrestricted Subsidiary, *plus*

(z) in the case of the redesignation of an Unrestricted Subsidiary as a Restricted Subsidiary or the merger or consolidation of an Unrestricted Subsidiary into the Company or a Restricted Subsidiary or the transfer of assets of an Unrestricted Subsidiary to the Company or a Restricted Subsidiary, the fair market value of the Investment in such Unrestricted Subsidiary, as determined in good faith by the Board of Directors of the Company at the time of the redesignation of such Unrestricted Subsidiary as a Restricted Subsidiary or at the time of such merger, consolidation or transfer of assets.

(b) Notwithstanding the foregoing, the provisions set forth in the immediately preceding paragraph do not prohibit:

(1) the payment of any dividend or distribution or redemption within 60 days after its date of declaration or notice, if at the date of declaration or notice, the payment would have complied with the provisions of this Indenture;

(2) the making of any Restricted Payment in exchange for, or out of or with the net cash proceeds of the substantially concurrent sale (other than to a Subsidiary of the Company) of, Capital Stock of the Company (other than Disqualified Capital Stock) or from the substantially concurrent contribution of common equity capital to the Company; provided that the amount of any such net cash proceeds that are utilized for any such Restricted Payment will be excluded or deducted from the calculation of Section 4.07(a)(iii) hereof;

(3) the purchase, redemption, defeasance or other acquisition or retirement for value of subordinated Indebtedness of the Company or any Guarantor or of any Capital Stock of in exchange for, or out of the net cash proceeds of, a substantially concurrent (a) capital contribution to the Company from any Person (other than a Restricted Subsidiary of the Company) or (b) sale (other than to a Restricted Subsidiary of the Company) of Capital Stock of the Company, with a sale being deemed substantially concurrent if such redemption, repurchase, retirement, defeasance or other acquisition occurs not more than 120 days after such sale; provided that the amount of any such net cash proceeds that are utilized for any such purchase, redemption, defeasance or other acquisition or retirement for value will be excluded or deducted from the calculation of Section 4.07(a)(iii) hereof;

(4) the payment of any dividend (or, in the case of any partnership or limited liability company, any similar distribution) by a Restricted Subsidiary of the Company to the holders of its Capital Stock on a pro rata basis or a basis more favorable to the Company and its Restricted Subsidiaries;

(5) the repurchase, redemption, defeasance or other acquisition or retirement for value of Indebtedness of the Company or any Guarantor that is contractually

subordinated to the Notes or to any Note Guarantee (including the payment of any required premium and any fees and expenses incurred in connection with such repurchase, redemption, defeasance or other acquisition or retirement) with the net cash proceeds from a substantially concurrent incurrence of Refinancing Indebtedness;

(6) so long as no Default or Event of Default has occurred and is continuing, the purchase, redemption or other acquisition or retirement for value of any Capital Stock of the Company or any Restricted Subsidiary of the Company held by any current or former officer, director or employee of the Company or any of the Company's Restricted Subsidiaries pursuant to any equity subscription agreement or plan, stock or unit option agreement, shareholders' agreement or similar agreement or other employee benefit plan, or to satisfy obligations under any Capital Stock appreciation rights or option plan or similar arrangement; provided that the aggregate price paid for all such purchased, redeemed, acquired or retired Capital Stock may not exceed $5.0 million in any calendar year (with unused amounts in any calendar year being carried over to the next succeeding calendar year); provided further, that such amount in any calendar year may be increased by an amount not to exceed:

(A) the cash proceeds received by the Company from the sale of Capital Stock of the Company to members of management, directors, managers or consultants of the Company or any of its Restricted Subsidiaries that occurs after the date of this Indenture to the extent the cash proceeds from the sale of such Capital Stock have not otherwise been applied to the making of Restricted Payments; plus

(B) the cash proceeds of key man life insurance policies received by the Company or its Restricted Subsidiaries after the date of this Indenture; and

and provided, further, cancellation of Indebtedness owing to the Company from any current or former officer, director or employee (or any permitted transferees thereof) of the Company or any of its Restricted Subsidiaries (or any direct or indirect parent company thereof), in connection with a repurchase, redemption or other acquisition or retirement for value of Capital Stock of the Company from such Persons will not be deemed to constitute a Restricted Payment for purposes of this covenant or any other provisions of this Indenture;

(7) the purchase, redemption or other acquisition or retirement for value of Capital Stock deemed to occur upon the exercise of unit options, warrants, incentives, rights to acquire Capital Stock or other convertible securities if such Capital Stock represent a portion of the exercise or exchange price thereof, and any purchase, redemption or other acquisition or retirement for value of Capital Stock made in lieu of withholding taxes in connection with any exercise or exchange of unit options, warrants, incentives or rights to acquire Capital Stock;

(8) so long as no Default or Event of Default has occurred and is continuing, the declaration and payment of regularly scheduled or accrued dividends to holders of any class or series of Disqualified Capital Stock of the Company or any Preferred Stock

of any Restricted Subsidiary of the Company issued on or after the date of this Indenture in accordance with Section 4.09;

(9) payments of cash, dividends, distributions, advances or other Restricted Payments by the Company or any of its Restricted Subsidiaries to allow the payment of cash in lieu of the issuance of fractional shares upon (i) the exercise of options or warrants or (ii) the conversion or exchange of Capital Stock of any such Person;

(10) any purchases, redemptions or other acquisitions or retirements for value of Capital Stock made in lieu of withholding taxes in connection with any exercise or exchange of warrants, options or rights to acquire Capital Stock;

(11) the purchase, redemption, defeasance or other acquisition or retirement for value of any subordinated Indebtedness pursuant to Sections 4.10 and 4.13; provided that prior to such purchase, redemption, defeasance or other acquisition or retirement for value the Company (or a third party to the extent permitted by this Indenture) shall have made a Change of Control Offer or Net Proceeds Offer as the case may be, with respect to the Notes and shall have repurchased all Notes properly tendered and not withdrawn in connection with such Change of Control or Net Proceeds Offer;

(12) in connection with an acquisition by the Company or any of its Restricted Subsidiaries, the return to the Company or any of its Restricted Subsidiaries of Capital Stock of the Company or its Restricted Subsidiaries constituting a portion of the purchase consideration in settlement of indemnification claims;

(13) so long as no Default or Event of Default has occurred and is continuing, other Restricted Payments in an aggregate amount not to exceed $25.0 million since the Issue Date.

(c) The amount of all Restricted Payments (other than cash) will be the fair market value on the date of the Restricted Payment of the asset(s) or securities proposed to be transferred or issued by the Company or such Restricted Subsidiary, as the case may be, pursuant to the Restricted Payment, except that the fair market value of any non-cash dividend or distribution shall be determined on the date of declaration. The fair market value of any assets or securities that are required to be valued by this covenant will be determined in the manner prescribed in the definition of that term. For the purposes of determining compliance with this covenant, in the event that a Restricted Payment meets the criteria of more than one of the categories of Restricted Payments described in Section 4.07(b)(1) through 4.07(b)(13) hereof, the Company will be permitted to classify (or reclassify in whole or in part in its sole discretion) such Restricted Payment in any manner that complies with this covenant.

SECTION 4.08. Limitations on Dividend and Other Payment Restrictions Affecting Restricted Subsidiaries.

The Company will not, and will not cause or permit any of its Restricted Subsidiaries to, directly or indirectly, create or otherwise cause or permit to exist or become effective any

consensual encumbrance or restriction on the ability of any Restricted Subsidiary of the Company to:

(1) pay dividends or make any other distributions on or in respect of its Capital Stock (it being understood that the priority of any Preferred Stock issued by a Restricted Subsidiary in receiving dividends or liquidating distributions prior to dividends or liquidating distributions being paid by such Restricted Subsidiary on its common stock will not be deemed an encumbrance or restriction on its ability to make distributions on its Capital Stock);

(2) make loans or advances to the Company or any other Restricted Subsidiary or pay any Indebtedness or other obligation owed to the Company or any other Restricted Subsidiary of the Company (it being understood that the subordination in right of payment of any obligation owed by a Restricted Subsidiary to any other obligation owed by such Restricted Subsidiary will not be deemed an encumbrance or restriction on its ability to pay such obligation); or

(3) transfer any of its property or assets to the Company or any other Restricted Subsidiary of the Company, except in each case for such encumbrances or restrictions existing under or by reason of:

(a) agreements as in effect on the date of this Indenture and any amendments, restatements, modifications, renewals, supplements, refundings, replacements or refinancings of those agreements; provided that the amendments, restatements, modifications, renewals, supplements, refundings, replacements or refinancings are not materially more restrictive, taken as a whole, with respect to such dividend, distribution and other payment restrictions than those contained in those agreements on the date of this Indenture;

(b) this Indenture, the Notes and the Note Guarantees;

(c) agreements governing other Indebtedness or Disqualified Capital Stock or Preferred Stock permitted to be incurred under Section 4.09 hereof and any amendments, restatements, modifications, renewals, supplements, refundings, replacements or refinancings of those agreements; provided that the restrictions therein are either (a) not materially more restrictive, taken as a whole, than those contained in this Indenture, the Notes and the Note Guarantees or (b) not reasonably likely to have a material adverse effect on the ability of the Company to make required payments on the Notes;

(d) applicable law, rule, regulation or order;

(e) any instrument governing Indebtedness or Capital Stock of a Person acquired by the Company or any of its Restricted Subsidiaries as in effect at the time of such acquisition (except to the extent such Indebtedness or Capital Stock was incurred in connection with or in contemplation of such acquisition), which encumbrance or restriction is not applicable to any Person, or the properties or assets of any Person, other than the Person, or the property or assets of the

Person, so acquired; provided that, in the case of Indebtedness, such Indebtedness was permitted by the terms of this Indenture to be incurred;

(f) customary non-assignment provisions in contracts and licenses entered into in the ordinary course of business;

(g) Purchase Money Obligations for property acquired in the ordinary course of business and Capital Lease Obligations that impose restrictions on the property purchased or leased;

(h) any agreement for the sale or other disposition of a Restricted Subsidiary that restricts distributions by that Restricted Subsidiary pending its sale or other disposition;

(i) Refinancing Indebtedness; provided that the restrictions contained in the agreements governing such Refinancing Indebtedness are not materially more restrictive, taken as a whole, than those contained in the agreements governing the Indebtedness being refinanced;

(j) Liens permitted to be incurred under the provisions of Section 4.12 that limit the right of the debtor to dispose of the assets subject to such Liens;

(k) any agreement or instrument relating to any property or assets acquired after the date of this Indenture, so long as such encumbrance or restriction relates only to the property or assets so acquired and is not and was not created in anticipation of such acquisition;

(l) encumbrances or restrictions applicable only to a Restricted Subsidiary that is not a Domestic Restricted Subsidiary;

(m) provisions limiting the disposition or distribution of assets or property in joint venture agreements, asset sale agreements, sale-leaseback agreements, stock sale agreements and other similar agreements (including agreements entered into in connection with a Restricted Investment), which limitation is applicable only to the assets that are the subject of such agreements; and

(n) restrictions on cash or other deposits or net worth imposed by customers under contracts entered into in the ordinary course of business.

SECTION 4.09. Limitations on Incurrence of Additional Indebtedness.

(a) The Company will not, and will not permit any of its Restricted Subsidiaries to, directly or indirectly, create, incur, assume, guarantee, acquire, become liable, contingently or otherwise, with respect to or otherwise become responsible for payment of (collectively, "incur") any Indebtedness (including Acquired Indebtedness) and the Company will not permit any of its Restricted Subsidiaries to issue any Preferred Stock; *provided*, *however*, that the Company or any Restricted Subsidiary may incur Indebtedness and any Restricted Subsidiary may issue

Preferred Stock if on the date of the incurrence of such Indebtedness or issuance of Preferred Stock, after giving effect to the incurrence or issuance thereof, the Fixed Charge Coverage Ratio of the Company would have been greater than 2.0 to 1.0.

(b) Notwithstanding clause (a) of this Section 4.09, the Company and its Restricted Subsidiaries may incur, without duplication, any of the following items of Indebtedness ("Permitted Indebtedness"):

(1) Indebtedness of the Company or any Restricted Subsidiary under any Credit Facility in an aggregate principal amount at any one time outstanding not to exceed $100.0 million less, without duplication, any permanent repayment of any term loan thereunder, if any, and any permanent reduction in revolving loan commitments thereunder, in each case, from the proceeds of one or more Asset Sales which are used after the Issue Date to repay a Credit Facility;

(2) other Indebtedness of the Company or any Restricted Subsidiary arising from the Plan of Reorganization and other Indebtedness of the Company and its Restricted Subsidiaries outstanding on the Issue Date (other than Indebtedness under the ABL Facility Agreement);

(3) Indebtedness under the Notes issued on the Issue Date, Indebtedness under PIK Notes, any accrual of additional principal amount of any Notes or PIK Notes in lieu of paying interest in the form of PIK Notes thereon, and, in each case, the Guarantees, if any, with respect thereto;

(4) the incurrence by the Company or any of its Restricted Subsidiaries of Indebtedness represented by Capitalized Lease Obligations and Purchase Money Indebtedness, in each case, (A) subject to the approval by the Company's Board of Directors, (B) incurred for the purpose of financing all or any part of the purchase price or cost of design, construction, installation or improvement of property, plant or equipment used in the business of the Company or any of its Restricted Subsidiaries, and (C) in an aggregate principal amount, including all Refinancing Indebtedness incurred to renew, refund, refinance, replace, defease or discharge any Indebtedness incurred pursuant to this Section 4.09(b)(4), not to exceed $35.0 million;

(5) the incurrence by the Company or any of its Restricted Subsidiaries of Refinancing Indebtedness in exchange for, or the net proceeds of which are used to renew, refund, refinance, replace, defease or discharge any Indebtedness (other than intercompany Indebtedness) that was permitted by this Indenture to be incurred under Section 4.09(a), 4.09(b)(3), 4.09(b)(4), 4.09(b)(5) or 4.09(b)(12);

(6) the incurrence by the Company or any of its Restricted Subsidiaries of intercompany Indebtedness between or among the Company and any of its Restricted Subsidiaries; provided, however, that:

(A) if the Company or any Guarantor is the obligor on such Indebtedness and the payee is not the Company or a Guarantor, such Indebtedness must be unsecured and expressly subordinated to the prior payment in full in cash

of all Obligations then due with respect to the Notes, in the case of the Company, or the Note Guarantee, in the case of a Guarantor; and

(B) (i) any subsequent issuance or transfer of Capital Stock that results in any such Indebtedness being held by a Person other than the Company or a Restricted Subsidiary of the Company and (ii) any sale or other transfer of any such Indebtedness to a Person that is not either the Company or a Restricted Subsidiary of the Company,

will be deemed, in each case, to constitute an incurrence of such Indebtedness by the Company or such Restricted Subsidiary, as the case may be, that was not permitted by this Section 4.09(b)(6);

(7) the issuance by any of the Company's Restricted Subsidiaries to the Company or to any of its Restricted Subsidiaries of shares of Preferred Stock; provided, however, that:

(A) any subsequent issuance or transfer of Capital Stock that results in any such Preferred Stock being held by a Person other than the Company or a Restricted Subsidiary of the Company; and

(B) any sale or other transfer of any such Preferred Stock to a Person that is not either the Company or a Restricted Subsidiary of the Company,

will be deemed, in each case, to constitute an issuance of such Preferred Stock by such Restricted Subsidiary that was not permitted by this Section 4.09(b)(7);

(8) the incurrence by the Company or any of its Restricted Subsidiaries of Hedging Obligations in the ordinary course of business;

(9) the guarantee by the Company or any of the Guarantors of Indebtedness of the Company or a Restricted Subsidiary of the Company to the extent that the guaranteed Indebtedness was permitted to be incurred by another provision of this covenant; provided that if the Indebtedness being guaranteed is subordinated to or pari passu with the Notes, then the guarantee must be subordinated or pari passu, as applicable, to the same extent as the Indebtedness guaranteed;

(10) the incurrence by the Company or any of its Restricted Subsidiaries of Acquired Indebtedness in connection with a merger or consolidation satisfying either one of the financial tests set forth in Section 5.01(2);

(11) the incurrence by the Company or any of its Restricted Subsidiaries of Indebtedness in respect of workers' compensation claims, self-insurance obligations, bankers' acceptances, performance and surety bonds in the ordinary course of business;

(12) any obligation arising from agreements of the Company providing for indemnification, adjustment of purchase price, earn outs or similar obligations, in each case, incurred or assumed in connection with the disposition or acquisition of any business, assets or Capital Stock of a Restricted Subsidiary in a transaction permitted by

this Indenture; provided that such obligation is not reflected as a liability on the face of the balance sheet of the Company or any Restricted Subsidiary;

(13) the incurrence by the Company or any of its Restricted Subsidiaries of Indebtedness arising from the honoring by a bank or other financial institution of a check, draft or similar instrument inadvertently drawn against insufficient funds, so long as such Indebtedness is covered within five Business Days; and

(14) the incurrence by the Company or any of its Restricted Subsidiaries of additional Indebtedness in an aggregate principal amount (or accreted value, as applicable) at any time outstanding, including all Refinancing Indebtedness incurred to renew, refund, refinance, replace, defease or discharge any Indebtedness incurred pursuant to this Section 4.09(b)(14), not to exceed $10.0 million.

For purposes of determining compliance with Section 4.09, in the event that an item of Indebtedness meets the criteria of more than one of the categories of Permitted Indebtedness described in clauses (1) through (14) above or is entitled to be incurred pursuant to the Fixed Charge Coverage Ratio test set forth in Section 4.09(a), the Company shall, in its sole discretion, classify (or later reclassify) such item of Indebtedness in any manner that complies with Section 4.09; *provided* that Indebtedness under the ABL Facility Agreement which is in existence on or prior to the Issue Date, and any renewals, extensions, refundings, refinancing or replacements thereof, will be deemed to have been incurred on such date under clause (1), and the Company will not be permitted to reclassify any portion of such Indebtedness thereafter. Accrual of interest, accretion or amortization of original issue discount, the payment of interest on any Indebtedness in the form of additional Indebtedness with the same terms, and the payment of dividends on Disqualified Capital Stock in the form of additional shares of the same class of Disqualified Capital Stock will not be deemed to be an incurrence of Indebtedness or an issuance of Disqualified Capital Stock for purposes of Section 4.09. In addition, for purposes of determining any particular amount of Indebtedness under Section 4.09, guarantees, Liens or letter of credit obligations supporting Indebtedness otherwise included in the determination of such particular amount shall not be included so long as incurred by a Person that could have incurred such Indebtedness.

Subject to the preceding paragraph, any Indebtedness incurred under any Credit Facility pursuant to clause (1) shall be deemed for purposes of Section 4.09 to have been incurred on the date such Indebtedness was first incurred until such Indebtedness is actually repaid, other than pursuant to "cash sweep" provisions or any similar provisions under any Credit Facility that provide that such Indebtedness is deemed to be repaid daily (or other periodically).

SECTION 4.10. Limitations on Asset Sales.

(a) The Company will not, and will not permit any of its Restricted Subsidiaries to, consummate an Asset Sale unless:

(1) the Company or the applicable Restricted Subsidiary, as the case may be, receives consideration at the time of such Asset Sale at least equal to the fair market

value of the assets sold or otherwise disposed of (as determined in good faith by the Company's Board of Directors);

(2) at least 75% of the consideration received by the Company or such Restricted Subsidiary, as the case may be, from such Asset Sale shall be in the form of cash or Cash Equivalents; *provided* that the following shall be deemed to be cash for purposes of this provision:

(a) the fair market value of (i) any assets (other than securities) received by the Company or any Restricted Subsidiary to be used by it in a Permitted Business and (ii) Capital Stock in a Person that is a Restricted Subsidiary or in a Person engaged in a Permitted Business that shall become a Restricted Subsidiary immediately upon the acquisition of such Person;

(b) any Designated Non-cash Consideration received by the Company or any of its Restricted Subsidiaries in such Asset Sale having an aggregate fair market value, taken together with all other Designated Non-cash Consideration received since the date of this Indenture pursuant to this clause (b) that is at that time outstanding, not to exceed $20.0 million at the time of the receipt of such Designated Non-cash Consideration (with the fair market value of each item of Designated Non-cash Consideration being measured at the time received and without giving effect to subsequent changes in value);

(c) the amount of any securities, notes or other obligations received from such transferee that are within 180 days converted by the Company or such Restricted Subsidiary to cash, to the extent of the cash received in that conversion; and

(d) the amount of any liabilities or Indebtedness of the Company or a Restricted Subsidiary that are either assumed by the transferee of the relevant assets or otherwise discharged or retired in connection with such Asset Sale, excluding (i) with respect to an Asset Sale of any item of Collateral, any liabilities or Indebtedness that are subordinated in contractual right of payment to the Notes or any Guarantee, that are unsecured or that are secured by Liens on such Collateral that are junior in priority to the Liens securing the Notes or the Guarantees and (ii) with respect to an Asset Sale of assets other than Collateral, any liabilities or Indebtedness that are subordinated in contractual right of payment to the Notes or any Guarantee; and

(e) any stock or assets of the kind referred to in subclause (a) or (c) of clause (4) below (in the case of a sale of Notes Priority Collateral) or subclause (b) or (d) of clause (5) below (in any other case);

(3) if such Asset Sale involves (a) a disposition of Notes Priority Collateral or (b) after the Discharge of ABL Obligations, the disposition of ABL Priority Collateral, the Net Cash Proceeds thereof shall be paid directly by the purchaser to the Collateral

Agent for deposit into the Collateral Account pending application in accordance with the provisions described below, and shall be made part of Notes Priority Collateral; and

(4) Within 365 days after the receipt of any Net Cash Proceeds from any sale of Notes Priority Collateral, the Company or any Restricted Subsidiary may apply those Net Cash Proceeds at its option:

(a) to acquire all or substantially all of the assets of, or any Capital Stock of, a Permitted Business (or enter into a binding agreement to do so), if, after giving effect to any such acquisition, such Permitted Business is owned by the Company or any Guarantor and such Permitted Business includes Notes Priority Collateral with a fair market value at least equal to the fair market value of the Notes Priority Collateral disposed of in the applicable sale of Notes Priority Collateral;

(b) to make capital expenditures on assets that constitute Notes Priority Collateral (or enter into a binding agreement to do so);

(c) to acquire other capital assets that are not current assets that are pledged as Notes Priority Collateral, and that are used or useful in a Permitted Business (or enter into a binding agreement to do so);

(d) to permanently repay, prepay, repurchase or otherwise retire for value any Indebtedness that is secured by a Lien on the Notes Priority Collateral that ranks senior to the Liens on the Notes Priority Collateral securing the Notes and the Guarantees; and/or

(e) a combination of investment and repayment permitted by the foregoing clauses (a) to (d).

(5) Within 365 days after the receipt of any Net Cash Proceeds from an Asset Sale (other than from a sale of Notes Priority Collateral), the Company or any Restricted Subsidiary may apply such Net Cash Proceeds at its option:

(a) (x) to repay permanently any Indebtedness under the ABL Facility Agreement or any other Indebtedness secured by a Lien under clause (1) of the definition of "Permitted Liens" then outstanding (and to effect a permanent reduction in the availability under the ABL Facility Agreement or such other Indebtedness), (y) to the extent such Net Cash Proceeds are from assets of a Restricted Subsidiary that is not a Guarantor, to permanently repay Indebtedness of a Restricted Subsidiary that is not a Guarantor and (z) to the extent such Net Cash Proceeds are from assets that are subject to a Lien under clause (11) of the definition of "Permitted Liens," to permanently repay any indebtedness secured by such Lien on such assets;

(b) to acquire all or substantially all of the assets of, or any Capital Stock of, a Permitted Business (or enter into a binding agreement to do so), if, after giving effect to any such acquisition of assets or Capital Stock, the Permitted

Business is or becomes a Guarantor and the assets and Capital Stock of such Permitted Business are pledged as Collateral;

(c) to make a capital expenditure and, to the extent such Net Cash Proceeds are from Collateral, such capital expenditures are for assets that are pledged as Collateral (or enter into a binding agreement to do so);

(d) to acquire other assets that are used or useful in a Permitted Business and, to the extent such Net Cash Proceeds are from Collateral, such assets are pledged as Collateral; and/or

(e) a combination of investment and repayment permitted by the foregoing clauses (a) to (d).

Pending the final application of such Net Cash Proceeds described in this clause (5) (other than Net Cash Proceeds that constitute Trust Monies), the Company may temporarily reduce borrowings under the ABL Facility Agreement or any other revolving credit facility that is secured by Liens on Collateral.

On the 365th day after an Asset Sale or such earlier date, if any, on which the Board of Directors of the Company or of such Restricted Subsidiary determines not to apply the Net Cash Proceeds relating to such Asset Sale as set forth in clauses (4) or (5) of the preceding paragraph, as applicable (each, a "Net Proceeds Offer Trigger Date"), such aggregate amount of Net Cash Proceeds which have not been applied on or before such Net Proceeds Offer Trigger Date as permitted in clauses (4) or (5) of the preceding paragraph, as applicable (each, a "Net Proceeds Offer Amount") shall be applied by the Company or such Restricted Subsidiary to make an offer to purchase (the "Net Proceeds Offer") to all Holders and

(x) in the case of Net Cash Proceeds from an Asset Sale of Notes Priority Collateral, to the holders of any other Notes Priority Lien Obligations to the extent required by the terms thereof or

(y) in the case of any other Net Cash Proceeds, to all holders of other Pari Passu Indebtedness to the extent required by the terms thereof, in each case, to purchase or redeem the Notes and such other Notes Priority Lien Obligations or other Pari Passu Indebtedness, as the case may be, on a date (the "Net Proceeds Offer Payment Date") not less than 30 nor more than 45 days following the applicable Net Proceeds Offer Trigger Date, from all Holders (and holders of any such other Notes Priority Lien Obligations or Pari Passu Indebtedness, as the case may be) on a *pro rata* basis, that amount of Notes (and other Notes Priority Lien Obligations or Pari Passu Indebtedness, as the case may be) equal to the Net Proceeds Offer Amount at a price equal to 100% of the principal amount of the Notes (and other Notes Priority Lien Obligations or Pari Passu Indebtedness, as the case may be) to be purchased, plus accrued and unpaid interest thereon, if any, to but not including the date of purchase; *provided*, *however*, that if at any time any non-cash consideration received by the Company

or any Restricted Subsidiary of the Company, as the case may be, in connection with any Asset Sale is converted into or sold or otherwise disposed of for cash (other than interest received with respect to any such non-cash consideration), then such conversion or disposition shall be deemed to constitute an Asset Sale hereunder and the Net Cash Proceeds thereof shall be applied in accordance with this Section 4.10.

The Company shall have no obligation to make a Net Proceeds Offer under this Section 4.10 until the date which is 10 Business Days after the date on which there is an aggregate unutilized Net Proceeds Offer Amount equal to or in excess of $50 million resulting from one or more Asset Sales (at which time, the entire unutilized Net Proceeds Offer Amount, and not just the amount in excess of $50 million, shall be applied as required pursuant to the preceding paragraph).

(b) Notice of each Net Proceeds Offer will be provided by the Company to the record Holders as shown on the register of Holders within 30 days following the Net Proceeds Offer Trigger Date, with a copy to the Trustee, and shall comply with the procedures set forth in this Indenture. The notice to the Holders shall contain all instructions and materials necessary to enable such Holders to tender Notes pursuant to the Net Proceeds Offer. Such notice shall state:

(1) that the Net Proceeds Offer is being made pursuant to this Section 4.10 and that (subject to the provisions hereof) all Notes tendered will be accepted for payment;

(2) the purchase price (including the amount of accrued and unpaid interest, if any) and the purchase date (which shall be the Net Proceeds Offer Payment Date);

(3) that any Note not tendered will continue to accrue interest;

(4) that, unless the Company defaults in making payment therefor, any Note accepted for payment pursuant to the Net Proceeds Offer shall cease to accrue interest after the Net Proceeds Offer Payment Date;

(5) that Holders electing to have a Note purchased pursuant to a Net Proceeds Offer will be required to surrender the Note, with the form entitled "Option of Holder To Elect Purchase" on the reverse of the Note completed, to the Paying Agent at the address specified in the notice prior to the close of business on the third Business Day prior to the Net Proceeds Offer Payment Date;

(6) that Holders will be entitled to withdraw their election if the Paying Agent receives, not later than 5:00 p.m., New York City time, on the second Business Day preceding the Net Proceeds Offer Payment Date, a facsimile transmission or letter setting forth the name of the Holder, the principal amount of the Notes the Holder delivered for purchase and a statement that such Holder is withdrawing his election to have such Note purchased;

(7) that Holders whose Notes are purchased only in part shall be issued new Notes in a principal amount equal to the unpurchased portion of the Notes surrendered;

provided, *however*, that each new Note issued shall be in an original principal amount of $1.00 or an integral multiple of $1.00 in excess thereof;

(8) any conditions precedent to such Net Proceeds Offer; and

(9) the circumstances and relevant facts regarding such Net Proceeds Offer.

Upon receiving notice of the Net Proceeds Offer, Holders may elect to tender their Notes in whole or in part in minimum denominations of $1.00 and integral multiples of $1.00 in excess thereof in exchange for cash. To the extent Holders properly tender Notes and holders of other Notes Priority Lien Obligations or Pari Passu Indebtedness, as the case may be, properly tender such other Notes Priority Lien Obligations or Pari Passu Indebtedness, as the case may be in an amount exceeding the Net Proceeds Offer Amount, the tendered Notes and Notes Priority Lien Obligations or Pari Passu Indebtedness, as the case may be, will be purchased on a *pro rata* basis based on the aggregate principal amounts of Notes and other Notes Priority Lien Obligations or Pari Passu Indebtedness tendered, as the case may be (and the Trustee shall select the tendered Notes of tendering Holders on a *pro rata* basis based on the amount of Notes tendered). A Net Proceeds Offer shall remain open for a period of 20 Business Days or such longer period as may be required by law. If any Net Cash Proceeds remain after the consummation of any Net Proceeds Offer, the Company may use those Net Cash Proceeds for any purpose not otherwise prohibited by this Indenture; *provided* that any such remaining Net Cash Proceeds shall to the extent received in respect of Notes Priority Collateral remain subject to the Lien of the Security Documents and shall continue to constitute Trust Monies. Upon completion of each Net Proceeds Offer, the amount of Net Cash Proceeds will be reset at zero.

The Company will comply with the requirements of Rule 14e-1 under the Exchange Act and any other securities laws and regulations thereunder to the extent such laws and regulations are applicable in connection with the repurchase of Notes pursuant to a Net Proceeds Offer. To the extent that the provisions of any securities laws or regulations conflict with this Section 4.10, the Company shall comply with the applicable securities laws and regulations and shall not be deemed to have breached its obligations under this Section 4.10 by virtue thereof.

(c) For purposes of determining compliance with this Section 4.10, the calculations and determinations required by paragraph (a)(1) and (a)(2) of this Section 4.10 may be made, at the Company's option, either (1) at the time a binding agreement for the relevant Asset Sale is entered into or (2) at the relevant Asset Sale is consummated.

SECTION 4.11. Limitations on Transactions with Affiliates.

(a) The Company will not, and will not permit any of its Restricted Subsidiaries to, directly or indirectly, enter into any transaction or series of related transactions (including, without limitation, the purchase, sale, lease or exchange of any property or the rendering of any service) with, or for the benefit of, any of its Affiliates (each, an "Affiliate Transaction"), unless (i) such Affiliate Transaction is on terms that are no less favorable than those that might reasonably have been obtained in a comparable transaction at such time on an arm's-length basis from a Person that is not an Affiliate of the Company or such Restricted Subsidiary and (ii) (A) if such Affiliate Transaction (or series of related Affiliate Transactions) involves aggregate

consideration in excess of $5.0 million, the terms of such Affiliate Transaction (or series of related Affiliate Transactions) have been approved by the Board of Directors of the Company, including a majority of the Disinterested Directors, of the Company or such Restricted Subsidiary pursuant to a Board Resolution stating that such Affiliate Transaction (or series of related Affiliate Transactions) complies with clause (i) above and (B) if there are no Disinterested Directors with respect to such Affiliate Transaction (or series of related Affiliate Transactions), the Company or such Restricted Subsidiary, as the case may be, prior to the consummation thereof, obtains a favorable opinion as to the fairness of such transaction or series of related transactions to the Company or the relevant Restricted Subsidiary, as the case may be, from a financial point of view, from an Independent Financial Advisor and files the same with the Trustee.

(b) The restrictions set forth in clause (a) of this Section 4.11 shall not apply to:

(1) any employment agreement, employee benefit plan, officer or director indemnification agreement, compensation or severance agreement or any similar arrangement entered into by the Company or any of its Restricted Subsidiaries or any direct or indirect parent of the Company in the ordinary course of business and payments pursuant thereto;

(2) transactions between or among the Company and any of its Restricted Subsidiaries;

(3) transactions with a Person (other than an Unrestricted Subsidiary of the Company) that is an Affiliate of the Company solely because the Company owns, directly or through a Restricted Subsidiary, the Capital Stock of, or controls, such Person;

(4) payment of reasonable and customary fees and reimbursements of expenses (pursuant to indemnity arrangements or otherwise) of officers, directors, employees or consultants of the Company or any of its Restricted Subsidiaries or any direct or indirect parent of the Company;

(5) any issuance of Capital Stock (other than Disqualified Capital Stock) of the Company to Affiliates of the Company;

(6) Restricted Payments (or any transactions specifically excluded from the definition of the term “Restricted Payments”) that do not violate the provisions Section 4.07 hereof and Permitted Investments;

(7) transactions between the Company or any of its Restricted Subsidiaries and any Person that would not otherwise constitute an Affiliate Transaction except for the fact that one director of such other Person is also a director of the Company or such Restricted Subsidiary, as applicable; provided that such director abstains from voting as a director of the Company or such Restricted Subsidiary, as applicable, on any matter involving such other Person;

(8) transactions with customers, clients, suppliers, joint venture partners or purchasers or sellers of goods or services (including pursuant to joint venture agreements)

or lessors or lessees of property in the ordinary course of business on terms, taken as a whole, that are no less favorable in any material respect than would have been obtained at such time from a Person that is not an Affiliate of the Company, as reasonably determined by the Company;

(9) payments or transactions arising under or contemplated by any contract, agreement, instrument or arrangement in effect on the date of this Indenture, as amended, modified or replaced from time to time so long as the amended, modified or new agreements, taken as a whole at the time such amendments, modifications or replacements are executed, are not materially less favorable to the Company and its Restricted Subsidiaries, taken as a whole, than those in effect on the date of this Indenture, as reasonably determined by the Company;

(10) any transaction with respect to which the Company has obtained an opinion from an independent accounting, appraisal or investment banking firm of national standing to the effect that such transaction is fair from a financial point of view to the Company and its Restricted Subsidiaries, as applicable;

(11) any Affiliate Transaction with a Person in its capacity as a holder of Indebtedness or Capital Stock of the Company or any Restricted Subsidiary of the Company; provided that such Person is treated no more favorably than the other holders of Indebtedness or Capital Stock of the Company or such Restricted Subsidiary, as reasonably determined by the Board of Directors of the Company;

(12) any transaction related to the implementation of the Plan of Reorganization; and

(13) loans or advances to employees in the ordinary course of business not to exceed $2.5 million in the aggregate at any one time outstanding.

SECTION 4.12. Limitation on Liens.

(a) The Company will not, and will not permit any of its Restricted Subsidiaries, directly or indirectly, to, enter into, create, incur, assume or suffer to exist any Liens (each, a "Triggering Lien") of any kind securing Indebtedness, other than Permitted Liens, on or with respect to any property or assets of the Company or any Restricted Subsidiary now owned or hereafter acquired or any interest therein or any income or profits therefrom, unless the Notes, the Guarantees and related Obligations are secured on an equal and ratable basis with such Indebtedness (and related Obligations) until such Indebtedness and related Obligations are no longer secured by the Triggering Lien.

(b) For purposes of determining compliance with this Section 4.12, (i) a Lien securing an item of Indebtedness need not be permitted solely by reference to paragraph (a) above or one category of Permitted Liens (or any portion thereof) described in the definition of "Permitted Liens" but may be permitted in part under any combination thereof and (ii) in the event that a Lien securing an item of Indebtedness, Disqualified Capital Stock or Preferred Stock (or any portion thereof) meets the criteria of paragraph (a) above or one or more of the categories

of Permitted Liens (or any portion thereof) described in the definition of "Permitted Liens," the Company shall, in its sole discretion, classify or reclassify, or later divide, classify or reclassify, such Lien securing such item of Indebtedness (or any portion thereof) in any manner that complies with this covenant and will be entitled to only include the amount and type of such Lien or such item of Indebtedness secured by such Lien (or any portion thereof) in paragraph (a) above or one or more of the clauses of the definition of "Permitted Liens" and in such event, such Lien securing such item of Indebtedness (or any portion thereof) will be treated as being incurred or existing pursuant to only one of such clauses.

(c) With respect to any Lien securing Indebtedness that was permitted to secure such Indebtedness at the time of the incurrence of such Indebtedness, such Lien shall also be permitted to secure any Increased Amount of such Indebtedness. The "Increased Amount" of any Indebtedness shall mean any increase in the amount of such Indebtedness in connection with any accrual of interest, the accretion of accreted value, the amortization of original issue discount, the payment of interest in the form of additional Indebtedness with the same terms or in the form of common stock of the Company, the payment of dividends on Preferred Stock in the form of additional shares of Preferred Stock of the same class, accretion of original issue discount or liquidation preference and increases in the amount of Indebtedness outstanding solely as a result of fluctuations in the exchange rate of currencies or increases in the value of property securing Indebtedness described in clause (8) of the definition of "Indebtedness."

SECTION 4.13. Change of Control.

(a) Upon the occurrence of a Change of Control, each Holder shall have the right to require that the Company purchase all or a portion of such Holder's Notes pursuant to the offer described below (the "Change of Control Offer"), at a purchase price (the "Change of Control Payment") equal to 101% of the principal amount thereof plus accrued interest, if any, to but not including the date of purchase.

(b) Within 30 days following the date upon which a Change of Control occurred, the Company shall provide a notice to each Holder in accordance with Section 14.01, with a copy to the Trustee, which notice shall govern the terms of the Change of Control Offer. The notice to the Holders shall contain all instructions and materials necessary to enable such Holders to tender Notes pursuant to the Change of Control Offer. Such notice shall state:

(1) that the Change of Control Offer is being made pursuant to this Section 4.13 and that all Notes tendered and not withdrawn shall be accepted for payment;

(2) the purchase price (including the amount of accrued and unpaid interest, if any) and the purchase date (which shall be no earlier than 30 days nor later than 60 days from the date such notice is provided, other than as may be required by law) (the "Change of Control Payment Date");

(3) that any Note not tendered shall continue to accrue interest;

(4) that, unless the Company defaults in making payment therefor, any Note accepted for payment pursuant to the Change of Control Offer shall cease to accrue interest after the Change of Control Payment Date;

(5) that Holders electing to have Notes purchased pursuant to a Change of Control Offer shall be required to surrender such Notes, with the form entitled "Option of Holder to Elect Purchase" on the reverse of the Note completed, to the Paying Agent at the address specified in the notice prior to the close of business on the third Business Day prior to the Change of Control Payment Date;

(6) that Holders shall be entitled to withdraw their election if the Paying Agent receives, not later than 5:00 p.m., New York City time, on the second Business Day prior to the Change of Control Payment Date, a facsimile transmission or letter setting forth the name of the Holder, the principal amount of the Notes the Holder delivered for purchase and a statement that such Holder is withdrawing his election to have such Notes purchased;

(7) that Holders whose Notes are purchased only in part shall be issued new Notes in a principal amount equal to the unpurchased portion of the Notes surrendered; *provided*, *however*, that each new Note issued shall be in an original principal amount of $1.00 or an integral multiple of $1.00 in excess thereof;

(8) the circumstances and relevant facts regarding such Change of Control;

(9) the Conversion Right of the Holders and the then current Conversion Rate; and

(10) if such notice is delivered prior to the occurrence of a Change of Control or any other event, stating that the Change of Control Offer is conditional on the occurrence of such Change of Control or such other event.

On the Change of Control Payment Date, the Company shall, to the extent permitted by law, (i) accept for payment all Notes or portions thereof (equal to $1.00 or an integral multiple of $1.00 in excess thereof) properly tendered pursuant to the Change of Control Offer, (ii) deposit with the Paying Agent an amount equal to the aggregate Change of Control Payment in respect of all Notes or portions thereof so tendered and (iii) deliver, or cause to be delivered, to the Trustee for cancellation the Notes so accepted together with an Officer's Certificate stating that such Notes or portions thereof have been tendered to and purchased by the Company. The Paying Agent shall promptly either (x) pay to the Holder against presentation and surrender (or, in the case of partial payment, endorsement) of the Global Notes or (y) in the case of Physical Notes, mail to each Holder of Notes the Change of Control Payment for such Notes, and the Trustee will promptly, upon receipt of an Authentication Order, authenticate and deliver to the Holder of the Global Notes a new Global Note or Notes or, in the case of definitive notes, mail to each Holder new Physical Notes, as applicable, equal in principal amount to any unpurchased portion of the Notes surrendered, if any; *provided* that each new Physical Note will be in a principal amount of $1.00 or an integral multiple of $1.00 in excess thereof. The Company shall

notify the Trustee and the Holders of the results of the Change of Control Offer on or as soon as practicable after the Change of Control Payment Date.

The Company shall not be required to make a Change of Control Offer upon a Change of Control if a third party makes the Change of Control Offer at a price equal to 101% of the principal amount thereof plus accrued interest, if any, to but not including the date of purchase, at the same times and otherwise in compliance with the requirements applicable to a Change of Control Offer made by the Company and purchases all Notes validly tendered and not withdrawn under such Change of Control Offer. A Change of Control Offer may be made in advance of a Change of Control and conditioned upon the Change of Control if a definitive agreement relating to such Change of Control has been entered into at or prior to the time of making the Change of Control Offer.

Neither the Board of Directors of the Company nor the Trustee may waive the provisions of this Section 4.13 relating to a Holder's right to require the Company to repurchase the Notes upon a Change of Control.

The Company shall comply with the requirements of Rule 14e-1 under the Exchange Act and any other securities laws and regulations thereunder to the extent such laws and regulations are applicable in connection with the repurchase of Notes pursuant to a Change of Control Offer. To the extent that the provisions of any securities laws or regulations conflict with the provisions of this Section 4.13, the Company shall comply with the applicable securities laws and regulations and shall not be deemed to have breached its obligations under the provisions of this Section 4.13 by virtue thereof.

SECTION 4.14. Subsidiary Guarantees.

The Company will not permit any of its Domestic Restricted Subsidiaries, directly or indirectly, by way of pledge, intercompany note or otherwise, to assume, guarantee or in any other manner become liable with respect to any Indebtedness (other than the Notes) of the Company or any Guarantor, unless, in any such case, such Domestic Restricted Subsidiary executes and delivers a supplemental indenture to this Indenture (and such additional Security Documents and/or supplements to the applicable existing Security Documents in order to grant a Lien on the properties and assets of such Domestic Restricted Subsidiary which would constitute "Collateral" and take all actions required by the Security Documents to create, perfect, protect and confirm such Lien) providing a Guarantee as provided in Article Ten by such Domestic Restricted Subsidiary; *provided* that no Domestic Restricted Subsidiary shall be required to guarantee the Notes if it is prohibited by law from Guaranteeing the Notes.

SECTION 4.15. Further Assurances.

Subject to Article Eleven, the Company and the Guarantors, if any, will, and will cause each of their existing and future Restricted Subsidiaries to, execute and deliver such additional instruments, certificates or documents, and take all such actions as may be reasonably required from time to time, in order to:

(1) carry out more effectively the purposes of the Security Documents;

(2) create, grant, perfect and maintain the validity, effectiveness and priority of any of the Security Documents and the Liens created, or intended to be created, by the Security Documents; and

(3) ensure the protection and enforcement of any of the rights granted or intended to be granted to the Trustee or the Collateral Agent under any other instrument executed in connection therewith.

Upon the exercise by the Trustee, the Collateral Agent or any Holder of any power, right, privilege or remedy under this Indenture or any of the Security Documents which requires any consent, approval, recording, qualification or authorization of any governmental authority, the Company and the Guarantors, if any, will, and will cause each of their Restricted Subsidiaries to, execute and deliver all applications, certifications, instruments and other documents and papers that may be reasonably required from the Company, any Guarantor or any of their Restricted Subsidiaries for such governmental consent, approval, recording, qualification or authorization.

SECTION 4.16. Impairment of Security Interest.

The Company and the Guarantors, if any, will not, and will not permit any of their Restricted Subsidiaries to, take or omit to take any action with respect to the Collateral that could reasonably be expected to have the result of affecting or impairing the security interest in the Collateral in favor of the Collateral Agent for its benefit, for the benefit of the Trustee and for the benefit of the Holders and any holders of other Notes Priority Lien Obligations, it being understood that actions with respect to the Collateral that are not prohibited by this Indenture and the Security Documents shall not be deemed to be actions prohibited by this Section 4.16.

SECTION 4.17. Conduct of Business.

The Company and its Restricted Subsidiaries will not engage in any businesses other than a Permitted Business, it being understood that the Company and its Restricted Subsidiaries may acquire a Person or assets engaged primarily in a Permitted Business and also in a business other than a Permitted Business and continue to engage in the business of such acquired Person or assets following such acquisition.

SECTION 4.18. Reports to Holders.

(a) Whether or not required by the rules and regulations of the Commission, so long as any Notes are outstanding, the Company will furnish to the Trustee:

(1) within 90 days after the end of each fiscal year, annual financial statements prepared in accordance with GAAP that would be required to be contained in a filing with the Commission on Form 10-K if the Company were required to file such form, together with (i) a "Management's Discussion and Analysis of Financial Condition and Results of Operations" in customary form, (ii) a report on the annual financial statements by the Company's certified independent accountants, (iii) customary business and risk factor disclosure, and (iv) disclosure with respect to the names, ages and biographical information of the members of the Company's Board of Directors and

executive officers and an aggregate value of compensation paid to such persons in the preceding fiscal year;

(2) within 45 days after the end of each of the other first three fiscal quarters of each fiscal year, all quarterly financial statements prepared in accordance with GAAP that would be required to be contained in a filing with the Commission on Form 10-Q if the Company were required to file such form, together with a "Management's Discussion and Analysis of Financial Condition and Results of Operations" in customary form; and

(3) within five business days after the occurrence of each event that would have been required to be reported in a Current Report on Form 8-K if the Company were required to file this Form, reports containing substantially all of the information with respect to Company and its Subsidiaries that would be required to be filed in a Current Report on Form 8-K pursuant to Sections 1 (other than Item 1.04), 2 (other than Item 2.02) and 4 and Items 5.01 and 5.02 (other than 5.02(c),(d) and (e) and other compensation information) of Form 8-K if the Company had been a reporting company under the Exchange Act; *provided*, *however*, that no such current report will be required to be furnished if the Company determines in good faith that such event is not material to Holders of the Notes or the business, assets, operations or financial positions of the Company and its Restricted Subsidiaries, taken as a whole.

Notwithstanding the foregoing, (a) such reports shall not be required to comply with Section 302, Section 404 or Section 906 of the Sarbanes-Oxley Act of 2002, as amended, or related Items 307, 308 and 308T of Regulation S-K promulgated by the Commission, or Item 10(e) of Regulation S-K (with respect to any non-GAAP financial measures contained therein), (b) such reports shall not be required to comply with Rule 3-10 or Rule 3-16 of Regulation S-X, except that summary guarantor/non-guarantor information will be required to be provided, (c) such reports shall not be required to comply with any conflict minerals rules of the Commission or similar rules and regulations of any other government agency, (d) such reports shall not be required to include any exhibits that would have been required to be filed pursuant to Item 601 of Regulation S-K and (e) such reports shall not be required to include financial statements in interactive data format using the eXtensible Business Reporting Language.

The first fiscal quarter for which a quarterly report or annual report shall be furnished will be the first fiscal quarter that begins after six months after the Emergence Date.

(b) References in this Section 4.18 to the laws, rules, forms, items, articles and sections shall be to such laws, rules, forms, items, articles and sections as they exist on the Issue Date, without giving effect to amendments thereto that may take effect after the Issue Date.

(c) Any subsequent restatement of financial statements shall have no retroactive effect for purposes of calculations previously made pursuant to the covenants contained in this Indenture.

(d) The Company shall, in satisfaction of the requirement to furnish information pursuant to Section 4.18(a), (i) post such financial statements and other information on the Company's website (or a password protected online data system) within the time periods

specified in paragraph (a) above and (ii) arrange and participate in quarterly conference calls to discuss its results of operations with Holders, prospective purchasers of the Notes and securities analysts no later than ten business days following the date on which each of the quarterly and annual reports are made available as provided above. The Company shall provide to the Trustee and Holders dial-in conference call information substantially concurrently with the posting of such reports on the Company's website (or a password protected online data system). Access to any such reports on the Company's website (or a password protected online data system) and to such quarterly conference calls may be password protected; *provided* that the Company makes reasonable efforts to notify the Trustee and Holders of, and, upon request, provides to securities analysts and prospective investors, the password and other information required to access such reports on its website (or a password protected online data system) and such quarterly conference calls.

(e) If at any time the Notes are guaranteed by a direct or indirect parent of the Company:

(i) If such parent has furnished the reports required by paragraph (a) above as if such parent were the Company (including any financial information required thereby), the Company shall be deemed to be in compliance with the provisions of paragraph (a) above; provided, (1) such reports include such disclosure as is reasonably necessary to describe any material differences between the consolidated financial information of such direct or indirect parent and the consolidated financial information of the Company and its Restricted Subsidiaries, or (2) such direct or indirect parent does not conduct, transact or otherwise engage in any material business or operations other than the business and operations conducted through the Company or its ownership of intermediate holding companies and activities incidental thereto; and

(ii) If such parent is a public company and holds regular and customary quarterly earnings calls (and gives customary notice to the public in respect thereof), the Company shall be deemed to have complied with the obligations of clause (ii) and the last two sentences of paragraph (d) above.

(f) Any information filed with, or furnished to, the Commission within the time periods specified in this covenant shall be deemed to have been made available as required by this covenant, and to the extent such filings comply with the rules and regulations of the Commission regarding such filings, they will be deemed to comply with the requirements of this Section 4.18. If the Company or a direct or indirect parent of the Company files with or furnishes to the Commission (i) an Annual Report on Form 10-K with respect to a fiscal year that complies in all material respects with the rules and regulations of the Commission regarding such filing, then such filing shall be deemed to satisfy the requirements of paragraph (a)(1) of this Section 4.18 with respect to the relevant fiscal year; (ii) a quarterly report on Form 10-Q with respect to a fiscal quarter that complies in all material respects with the rules and regulations of the Commission regarding such filing, then such filing shall be deemed to satisfy the requirements of paragraph (a)(2) of this Section 4.18 with respect to the relevant fiscal quarter; and (iii) a current report on Form 8-K with respect to any of the events described in paragraph (a)(3) of this Section 4.18 that complies in all material respects with the rules and regulations of the Commission regarding such filing, then such filing shall be deemed to satisfy the requirements of paragraph

(a)(3) of this Section 4.18 with respect to such event (each of (i), (ii) and (iii), "Substitute Reports"); *provided*, in each case of clause (i) through (iii), that (x) such filings include such disclosure as is reasonably necessary to describe any material differences between the consolidated financial information of such direct or indirect parent and the consolidated financial information of the Company or (y) such direct or indirect parent does not conduct, transact or otherwise engage in any material business or operations other than the business and operations conducted through the Company or its ownership of intermediate holding companies and activities incidental thereto.

(g) The subsequent filing or making available of any materials or conference call required by this Section 4.18 shall be deemed automatically to cure any Default or Event of Default resulting from the failure to file or make available such materials or conference call within the required time frame.

(h) Delivery of the reports required by this Section 4.18 to the Trustee is for informational purposes only, and the Trustee's receipt of such shall not constitute constructive notice of any information contained therein or determinable from information contained therein, including the Company's compliance with any of its covenants hereunder (as to which the Trustee is entitled to rely exclusively on Officer's Certificates).

(i) For so long as any Notes remain outstanding, if at any time the Company is not required to file with the Commission the reports required by the preceding paragraphs, the Company shall furnish to the Holders and to securities analysts and prospective investors in the Notes, upon their request, the information required to be delivered pursuant to Rule 144A(d)(4) under the Securities Act.

SECTION 4.19. Maintenance of Properties.

Subject to, and in compliance with, the provisions of Article Eleven and the provisions of the applicable Security Documents, the Company shall cause all material properties used or useful in the conduct of its business or the business of any of the Guarantors to be maintained and kept in good condition, repair and working order (ordinary wear and tear and casualty loss excepted) and supplied with all reasonably necessary equipment and shall cause to be made all necessary repairs, renewals, replacements, betterments and improvements thereto, all as in the judgment of management of the Company may be reasonably necessary, so that the business carried on in connection therewith may be properly conducted; *provided*, that the Company shall not be obligated to make such repairs, renewals, replacements, betterments and improvements if the failure to do so would not result in a material adverse effect on the ability of the Company and the Guarantors to satisfy their obligations under the Notes, the Guarantees, if any, this Indenture and the Security Documents; *provided*, *further*, that nothing in this Section 4.19 shall prevent the Company or any Guarantor from discontinuing the use, operation or maintenance of any of such properties or disposing of any of them, if such discontinuation or disposal is, in the judgment of management of the Company or any Guarantor necessary or desirable in the conduct of the business of the Company or any such Guarantor.

ARTICLE FIVE

SUCCESSOR CORPORATION

SECTION 5.01. Merger, Consolidation and Sale of Assets.

The Company will not, in a single transaction or series of related transactions, consolidate or merge with or into any Person, or sell, assign, transfer, lease, convey or otherwise dispose of (or cause or permit any Restricted Subsidiary of the Company to sell, assign, transfer, lease, convey or otherwise dispose of) all or substantially all of the Company's assets (determined on a consolidated basis for the Company and the Company's Restricted Subsidiaries), whether as an entirety or substantially as an entirety to any Person, unless:

(1) either:

(a) the Company shall be the surviving or continuing entity; or

(b) the Person (if other than the Company) formed by such consolidation or into which the Company is merged or the Person which acquires by sale, assignment, transfer, lease, conveyance or other disposition the properties and assets of the Company and of the Company's Restricted Subsidiaries substantially as an entirety (the "Surviving Entity"):

(x) shall be an entity organized and validly existing under the laws of the United States or any State thereof or the District of Columbia; and

(y) shall expressly assume, by supplemental indenture (in form and substance satisfactory to the Trustee) executed and delivered to the Trustee, the due and punctual payment of the principal of and premium, if any, and interest on all of the Notes and the performance of every covenant of the Notes, this Indenture and the Security Documents on the part of the Company to be performed or observed (*provided* that if such entity is not a corporation, the Company shall simultaneously cause a corporation organized under the laws of the United States or any State thereof or the District of Columbia to become a co-issuer of the Notes, the Indenture and the Security Documents);

(2) immediately after giving effect to such transaction and the assumption contemplated by clause (1)(b)(y) above (including giving effect to any Indebtedness and Acquired Indebtedness incurred or anticipated to be incurred in connection with or in respect of such transaction), the Company or such Surviving Entity, as the case may be, (i) shall be able to incur at least $1.00 of additional Indebtedness pursuant to the Fixed Charge Coverage Ratio test set forth in Section 4.09(a) or (ii) the Consolidated Fixed Charge Coverage Ratio of the Company or the Surviving Entity, as the case may be, would be greater than the Consolidated Fixed Charge Coverage Ratio of the Company immediately prior to such transaction; and

(3) immediately before and immediately after giving effect to such transaction and the assumption contemplated by clause (1)(b)(y) above (including, without limitation, giving effect to any Indebtedness and Acquired Indebtedness incurred or anticipated to be incurred and any Lien granted in connection with or in respect of the transaction), no Default or Event of Default shall have occurred or be continuing.

For purposes of the foregoing, the transfer (by lease, assignment, sale or otherwise, in a single transaction or series of transactions) of all or substantially all of the properties or assets of one or more Restricted Subsidiaries of the Company, the Capital Stock of which constitutes all or substantially all of the properties and assets of the Company, shall be deemed to be the transfer of all or substantially all of the properties and assets of the Company.

Notwithstanding the foregoing clauses (1), (2) and (3), (A) the Company may (i) consolidate with, merge with or into or transfer all or part of its properties and assets to any Restricted Subsidiary so long as the Company is the survivor of such merger or consolidation or all assets of the Company immediately prior to such transaction are owned by the Company and/or such Restricted Subsidiary immediately after the consummation thereof and (ii) merge with an Affiliate that is a Person that has no material assets or liabilities prior to such merger and which was organized solely for the purpose of (x) reorganizing the Company in another jurisdiction or (y) the creation of a holding company of the Company; (B) any Restricted Subsidiary that is not a Guarantor may (x) dissolve, liquidate or wind-up; *provided* that all of such Restricted Subsidiary's assets are distributed to the Company or a Restricted Subsidiary in connection with such liquidation, dissolution or winding-up or (y) consolidate with, merge with or into, the Company or any other Restricted Subsidiary or transfer all or part of its properties and assets to the Company or any Restricted Subsidiary so long as the Company or a Restricted Subsidiary is the survivor of such merger or consolidation or all assets of such Restricted Subsidiary immediately prior to such transaction are owned by the Company or a Restricted Subsidiary immediately after the consummation thereof; and (C) this Section 5.01 shall not apply to any sale, assignment, transfer, conveyance, lease or other disposition of assets by and among the Company and any Guarantors or by and among Restricted Subsidiaries that are not Guarantors.

Each Guarantor, if any (other than any Guarantor whose Guarantee is to be released in accordance with the terms of the Guarantee and this Indenture), will not, and the Company will not cause or permit any Guarantor to, consolidate with or merge with or into any Person other than the Company or any other Guarantor unless:

(1) the entity formed by or surviving any such consolidation or merger (if other than the Guarantor) or to which such sale, lease, conveyance or other disposition shall have been made is (A) an entity organized and existing under the laws of the United States or any State thereof or the District of Columbia or (B) an entity organized and existing under the jurisdiction of organization of such Guarantor;

(2) such entity assumes by supplemental indenture all of the obligations of the Guarantor on the Guarantee and the performance of every covenant of this Indenture and the Security Documents on the part of such Guarantor to be performed or observed;

(3) immediately after giving effect to such transaction, no Default or Event of Default shall have occurred and be continuing; and

(4) immediately after giving effect to such transaction and the use of any net proceeds therefrom on a *pro forma* basis, the Company could satisfy the provisions of clause (2) of the first paragraph of this Section 5.01.

Any merger or consolidation of a Guarantor with and into the Company (with the Company being the surviving entity) or another Guarantor that is a Wholly Owned Restricted Subsidiary of the Company need not comply with this Section 5.01, other than as set forth below.

The following additional conditions shall apply to each transaction described above:

(1) the Company, such Guarantor or the relevant Surviving Entity, as applicable, will cause to be filed such amendments or other instruments, if any, and cause to be recorded in such jurisdictions as may be required by applicable law to preserve and protect the Lien of the Security Documents on the Collateral owned by or transferred to such Person, together with such financing statements as may be required to perfect any security interests in such Collateral that may be perfected by the filing of a financing statement under the Uniform Commercial Code of the relevant states;

(2) the Collateral owned by or transferred to the Company, such Guarantor or the relevant Surviving Entity, as applicable, shall: (a) continue to constitute Collateral under this Indenture and the Security Documents with the same relative priorities as existed immediately prior to such transaction; and (b) not be subject to any Lien other than Liens permitted by this Indenture and the Security Documents;

(3) the assets of the Person which is merged or consolidated with or into the relevant Surviving Entity, to the extent that they are assets of the types which would constitute Collateral under the Security Documents and which would be required to be pledged thereunder, shall be treated as after acquired property and such Surviving Entity shall take such action as may be reasonably necessary to cause such assets to be made subject to the Lien of the Security Documents in the manner and to the extent required in this Indenture; and

(4) the Company shall have delivered to the Trustee an Officer's Certificate and an Opinion of Counsel, each stating that such transaction and, if a supplemental indenture or supplemental Security Documents, are required in connection with such transaction, such supplemental indenture and Security Documents comply with the applicable provisions of this Indenture, that all conditions precedent in this Indenture relating to such transaction have been satisfied and that such supplemental indenture and Security Documents are enforceable.

SECTION 5.02. Successor Corporation Substituted.

Upon any consolidation, combination or merger or any transfer of all or substantially all of the assets of the Company or any Guarantor, as the case may be, in accordance with Section 5.01, in which the Company or any Guarantor, as the case may be, is not the continuing

corporation, the successor Person formed by such consolidation or into which the Company or any Guarantor, as the case may be, is merged or to which such conveyance, lease or transfer is made shall succeed to, and be substituted for, and may exercise every right and power of the Company or any Guarantor, as the case may be, under this Indenture and either the Notes or the Guarantee of such Guarantor, as the case may be, with the same effect as if such Surviving Entity had been named as such. When a successor Person assumes all of the obligations of the predecessor hereunder and under the Notes and the Security Documents and agrees in writing to be bound hereby and thereby, the predecessor shall be released from such obligations.

ARTICLE SIX

DEFAULT AND REMEDIES

SECTION 6.01. Events of Default.

Each of the following is an "Event of Default":

(1) the failure to pay interest on any Notes when the same becomes due and payable and the default continues for a period of 30 days;

(2) the failure to pay the principal on any Notes, when such principal becomes due and payable, at maturity or otherwise;

(3) the failure by the Company to comply with any of its agreements or covenants set forth in Section 5.01;

(4) the failure by the Company in respect of its obligations to make a Change of Control Offer or a Net Proceeds Offer, which default continues for a period of 30 days after the Company receives written notice specifying the default (and demanding that such default be remedied) from the Trustee or the Holders of at least 25% of the outstanding principal amount of the Notes;

(5) failure by the Company to deliver the shares of Company Common Stock as and when such shares of Company Common Stock are required to be delivered following conversion of a Note, and continuance of such default for two Business Days;

(6) a default in the observance or performance of any other covenant or agreement contained in this Indenture, any Guarantee or any Security Document, which default continues for a period of 60 days after the Company receives written notice specifying the default (and demanding that such default be remedied) from the Trustee or the Holders of at least 25% of the outstanding principal amount of the Notes;

(7) the failure to pay at final Stated Maturity (giving effect to any applicable grace periods and any extensions thereof) the stated principal amount of any Indebtedness of the Company or any Restricted Subsidiary of the Company (other than Indebtedness owed to the Company or any of its Restricted Subsidiaries), or the acceleration of the final Stated Maturity of any such Indebtedness (which acceleration is not rescinded, annulled or otherwise cured within 20 Business Days of receipt by the Company or such

Restricted Subsidiary of notice of any such acceleration), if the aggregate principal amount of such Indebtedness, together with the principal amount of any other such Indebtedness in default for failure to pay principal at final Stated Maturity or which has been accelerated (in each case with respect to which the 20-Business Day period described above has elapsed), aggregates $50.0 million or more at any time;

(8) one or more judgments in an aggregate amount in excess of $50.0 million (net of any insurance or indemnity proceeds actually received in respect thereof and excluding any judgment considered to be a "General Unsecured Claim" pursuant to the Plan of Reorganization) shall have been rendered against the Company or any of its Restricted Subsidiaries and such judgments remain undischarged, unsatisfied, unpaid or unstayed for, or the Company or any of its Restricted Subsidiaries has not otherwise bonded, waived or established an agreed upon schedule of payment for, or such judgment is not subject to a dispute before the Bankruptcy Court as to whether such judgment is a "General Unsecured Claim" pursuant to the Plan of Reorganization, such judgment or judgments within, a period of 60 days after such judgment or judgments become final and non-appealable and, in the event such judgment is covered by insurance, an enforcement proceeding has been commenced by any creditor upon such judgment or decree which is not promptly stayed;

(9) the Company or any of its Significant Subsidiaries pursuant to or under or within the meaning of any Bankruptcy Law:

(i) commences a voluntary case or proceeding;

(ii) consents to the entry of an order for relief against it in an involuntary case or proceeding;

(iii) consents to the appointment of a Custodian of it or for all or substantially all of its property; or

(iv) makes a general assignment for the benefit of its creditors.

(10) a court of competent jurisdiction enters an order or decree under any Bankruptcy Law that:

(i) is for relief against the Company or any of its Significant Subsidiaries in an involuntary case or proceeding,

(ii) appoints a Custodian of the Company or any of its Significant Subsidiaries for all or substantially all of its properties taken as a whole, or

(iii) orders the liquidation of the Company or any of its Significant Subsidiaries;

(11) any Guarantee of a Significant Subsidiary ceases to be in full force and effect or any Guarantee of a Significant Subsidiary is declared to be null and void and unenforceable or any Guarantee of a Significant Subsidiary is found to be invalid or any

Guarantor that is a Significant Subsidiary denies its liability under its Guarantee (other than by reason of release of a Guarantor in accordance with the terms of this Indenture) if such default continues for 10 Business Days;

(12) a default by the Company or any Guarantor in the performance of any of their respective obligations under the Security Documents that materially and adversely affects the enforceability, validity, perfection or priority of the Lien on a material portion of the Collateral, which default continues for a period of 30 days after the Company receives written notice specifying the default (and demanding that such default be remedied); or

(13) except as permitted by the Security Documents and the provisions of this Indenture, any of the Security Documents is repudiated or disaffirmed by the Company or any Guarantor or ceases to be in full force and effect or ceases to be effective, in all material respects, to create the Lien purported to be created on the Collateral (excluding immaterial portions thereof) in favor of the Holders.

SECTION 6.02. Acceleration.

If an Event of Default (other than an Event of Default specified in Section 6.01(9) or (10) above with respect to the Company) shall occur and be continuing, the Trustee or the Holders of at least 25% in principal amount of outstanding Notes may declare the principal of and accrued interest on all the Notes to be due and payable by notice in writing to the Company and the Trustee specifying the respective Event of Default and that it is a "notice of acceleration," and the same shall become immediately due and payable.

If an Event of Default specified in Section 6.01(9) or (10) with respect to the Company occurs and is continuing, then all unpaid principal of, and premium, if any, and accrued and unpaid interest on all of the outstanding Notes shall *ipso facto* become and be immediately due and payable without any declaration or other act on the part of the Trustee or any Holder.

The Holders of at least a majority in principal amount of the outstanding Notes by written notice to the Company and to the Trustee, may waive all past defaults and rescind and cancel a declaration of acceleration and its consequences:

(1) if the rescission would not conflict with any judgment or decree;

(2) if all existing Events of Default have been cured or waived except nonpayment of principal or interest that has become due solely because of the acceleration;

(3) to the extent the payment of such interest is lawful, interest on overdue installments of interest and overdue principal, which has become due otherwise than by such declaration of acceleration, has been paid;

(4) if the Company has paid the Trustee its reasonable compensation and reimbursed the Trustee for its expenses, disbursements and advances; and

(5) in the event of the cure or waiver of an Event of Default of the type described in Section 6.01(9) or (10), the Trustee shall have received an Officer's Certificate and an Opinion of Counsel that such Event of Default has been cured or waived.

No such rescission shall affect any subsequent Default or impair any right consequent thereto.

SECTION 6.03. Other Remedies.

If a Default occurs and is continuing, the Trustee may, subject to the provisions of the Intercreditor Agreement, pursue any available contractual remedy under this Indenture by proceeding at law or in equity to collect the payment of principal of, or interest on, the Notes or to enforce the performance of any provision of the Notes or this Indenture.

The Trustee may maintain a proceeding even if it does not possess any of the Notes or does not produce any of them in the proceeding. A delay or omission by the Trustee or any Holder in exercising any right or remedy accruing upon a Default shall not impair the right or remedy or constitute a waiver of or acquiescence in the Default. No remedy is exclusive of any other remedy. All available remedies are cumulative to the extent permitted by law.

SECTION 6.04. Waiver of Past Defaults.

Subject to Sections 2.09, 6.07 and 9.02, the Holders of a majority in principal amount of the outstanding Notes (which may include consents obtained in connection with a tender offer or exchange offer of Notes) by notice to the Trustee may waive an existing Default or Event of Default under this Indenture, and its consequences, except a Default (i) in the payment of the principal of or interest on any Note as specified in Section 6.01(1) or (2), (ii) any Default with respect to the Conversion Rights of Holders as specified in Section 6.01(5) or (iii) in respect of a covenant or provision which under this Indenture cannot be modified or amended without the consent of the Holder of each Note affected by such modification or amendment. The Company shall deliver to the Trustee an Officer's Certificate stating that the requisite percentage of Holders have consented to such waiver and attaching copies of such consents. Upon such waiver, such Default shall cease to exist and any Event of Default arising therefrom shall be deemed to have been cured for every purpose of this Indenture and the Security Documents, but no such waiver shall extend to any subsequent or other Default.

SECTION 6.05. Control by Majority.

The Holders of at least a majority in principal amount of the outstanding Notes may direct the time, method and place of conducting any proceeding for any remedy available to the Trustee pursuant to this Indenture or exercising any trust or power conferred on it pursuant to this Indenture. Subject to Section 7.01, however, the Trustee may refuse to follow any direction that conflicts with any law or this Indenture, that may involve the Trustee in personal liability, or that the Trustee determines in good faith may be unduly prejudicial to the rights of another Holder; *provided*, *however*, that the Trustee may take any other action deemed proper by the Trustee which is not inconsistent with such direction. In the event the Trustee takes any action

or follows any direction pursuant to this Indenture, the Trustee shall be entitled to seek indemnification satisfactory to it against any loss or expense caused by taking such action or following such direction.

SECTION 6.06. Limitation on Suits.

No Holder will have any right to institute any proceeding with respect to this Indenture or for any remedy thereunder, unless:

(1) the Holder gives the Trustee written notice of a continuing Event of Default;

(2) the Holders of at least 25% in aggregate principal amount of outstanding Notes make a written request to the Trustee to pursue the remedy;

(3) such Holder or Holders offer the Trustee indemnity satisfactory to the Trustee against any costs, liability or expense;

(4) the Trustee does not comply with the request within 60 days after receipt of the request and the offer of indemnity; and

(5) during such 60-day period, the Holders of a majority in aggregate principal amount of the outstanding Notes do not give the Trustee a direction that is inconsistent with the request.

(6) However, such limitations do not apply to a suit instituted by a Holder of any Note for enforcement of payment of the principal of or interest on such Note on or after the due date therefor.

A Holder may not use this Indenture to prejudice the rights of another Holder or to obtain a preference or priority over such other Holder.

SECTION 6.07. Rights of Holders To Receive Payment.

Notwithstanding any other provision of this Indenture, the contractual right expressly set forth in this Indenture of any Holder to receive payment of principal of and premium, if any, and interest on, a Note, on or after the respective due dates therefor, or to bring suit for the enforcement of any such payment on or after such respective dates, shall not be amended without the consent of the Holder.

SECTION 6.08. Collection Suit by Trustee.

If a Default in payment of principal or interest specified in Section 6.01(1) or (2) occurs and is continuing, the Trustee may recover judgment in its own name and as trustee of an express trust against the Company or any other obligor on the Notes for the whole amount of principal and accrued interest and fees remaining unpaid, together with interest on overdue principal and, to the extent that payment of such interest is lawful, interest on overdue installments of interest, in each case at the rate *per annum* borne by the Notes and such further amount as shall be

sufficient to cover the costs and expenses of collection, including the reasonable compensation, expenses, disbursements and advances of the Trustee (including, without limitation, any amounts due to the Trustee under Section 7.06), its agents and counsel.

SECTION 6.09. Trustee May File Proofs of Claim.

The Trustee may file such proofs of claim and other papers or documents as may be necessary or advisable in order to have the claims of the Trustee (including any claim for the compensation, expenses, disbursements and advances of the Trustee, its agents and counsel) and the Holders allowed in any judicial proceedings relating to the Company, their creditors or their property and shall be entitled to participate as a member, voting or otherwise, of any official committee of creditors appointed in such judicial proceedings (subject to the provisions of the Intercreditor Agreement) and shall be empowered to collect and receive any monies or other property payable or deliverable on any such claims and to distribute the same, and any Custodian in any such judicial proceedings is hereby authorized by each Holder to make such payments to the Trustee and, in the event that the Trustee shall consent to the making of such payments directly to the Holders, to pay to the Trustee any amount due to it for the reasonable compensation, expenses, disbursements and advances of the Trustee, its agent and counsel, and any other amounts due the Trustee under Section 7.06. Nothing herein contained shall be deemed to authorize the Trustee to authorize or consent to or accept or adopt on behalf of any Holder any plan of reorganization, arrangement, adjustment or composition affecting the Notes or the rights of any Holder thereof, or to authorize the Trustee to vote in respect of the claim of any Holder in any such proceeding. The Trustee shall be entitled to participate as a member of any official committee of creditors in the matters as it deems necessary or advisable.

SECTION 6.10. Priorities.

Subject to the requirements of the Intercreditor Agreement or any successor agreement and the Security Documents thereto to which the Trustee is party and by which it is bound, if the Trustee collects any money or property pursuant to this Article Six or any Security Document, it shall pay out the money or property in the following order:

First: to the Trustee for amounts due under this Indenture (including Section 7.06) and under any Security Document;

Second: to Holders for interest accrued on the Notes, ratably, without preference or priority of any kind, according to the amounts due and payable on the Notes for interest;

Third: to Holders for principal amounts due and unpaid on the Notes, ratably, without preference or priority of any kind, according to the amounts due and payable on the Notes for principal; and

Fourth: to the Company or, if applicable, the Guarantors, as their respective interests may appear.

The Trustee, upon prior notice to the Company, may fix a record date and payment date for any payment to Holders pursuant to this Section 6.10.

SECTION 6.11. Undertaking for Costs.

In any suit for the enforcement of any right or remedy under this Indenture or in any suit against the Trustee for any action taken or omitted by it as Trustee, a court in its discretion may require the filing by any party litigant in the suit of an undertaking to pay the costs of the suit, and the court in its discretion may assess reasonable costs, including reasonable attorneys' fees and expenses, against any party litigant in the suit, having due regard to the merits and good faith of the claims or defenses made by the party litigant. This Section 6.11 does not apply to a suit by the Trustee, a suit by a Holder pursuant to Section 6.07, or a suit by a Holder or Holders of more than 10% in principal amount of the outstanding Notes.

ARTICLE SEVEN

TRUSTEE

SECTION 7.01. Duties of Trustee.

(a) If a Default has occurred and is continuing, the Trustee shall exercise such of the rights and powers vested in it by this Indenture and the Security Documents and use the same degree of care and skill in their exercise as a prudent person would exercise or use under the circumstances in the conduct of his or her own affairs.

(b) Except during the continuance of a Default:

(1) The Trustee need perform only those duties as are specifically set forth herein or in any Security Document and no duties, covenants, responsibilities or obligations shall be implied in this Indenture or in any Security Document against the Trustee.

(2) In the absence of bad faith on its part, the Trustee may conclusively rely, as to the truth of the statements and the correctness of the opinions expressed therein, upon certificates (including Officer's Certificates) or opinions (including Opinions of Counsel) furnished to the Trustee and conforming to the requirements of this Indenture or any Security Document. However, in the case of any such certificates or opinions which by any provision hereof are specifically required to be furnished to the Trustee, the Trustee shall examine the certificates and opinions to determine whether or not they conform on their face to the requirements of this Indenture or any Security Document.

(c) Notwithstanding anything to the contrary herein, the Trustee may not be relieved from liability for its own grossly negligent action, its own grossly negligent failure to act, or its own willful misconduct, except that:

(1) This paragraph does not limit the effect of Section 7.01(b).

(2) The Trustee shall not be liable for any error of judgment made in good faith by a Responsible Officer, unless it is proved that the Trustee was negligent in ascertaining the pertinent facts.

(3) The Trustee shall not be liable with respect to any action it takes or omits to take in good faith in accordance with a direction received by it pursuant to the terms hereof.

(d) No provision of this Indenture or any Security Document shall require the Trustee to expend or risk its own funds or otherwise incur any financial liability in the performance of any of its duties hereunder or under any Security Document or to take or omit to take any action under this Indenture or under any Security Document or take any action at the request or direction of Holders if it shall have reasonable grounds for believing that repayment of such funds is not assured to it.

(e) Whether or not therein expressly so provided, every provision of this Indenture that in any way relates to the Trustee is subject to this Section 7.01.

(f) The Trustee shall not be liable for interest on any money received by it except as the Trustee may agree in writing with the Company. Money held in trust by the Trustee need not be segregated from other funds except to the extent required by law.

(g) In the absence of bad faith, gross negligence or willful misconduct on the part of the Trustee, the Trustee shall not be responsible for the application of any money by any Paying Agent other than the Trustee.

(h) The Trustee shall not be liable for any action or failure to act on the part of a co-trustee, separate trustee or separate Collateral Agent.

(i) As provided more fully in Article Eleven, the Trustee (in such capacity or in its capacity as Collateral Agent, as applicable) is hereby authorized and directed to execute and enter into each of the Security Documents and all other instruments relating to the Security Documents. Each Holder, by accepting a Note, agrees to all of the terms and provisions of each of the Security Documents, as the same may be amended from time to time pursuant to the terms thereof and this Indenture.

(j) The Trustee shall not be obliged to monitor whether any event has occurred that may require any adjustment of the Conversion Rate and shall assume, in good faith, that none has occurred until it has actual knowledge to the contrary and will not be responsible to Holders or any other person for any loss arising from any failure by it to do so or any adjustment or lack of adjustment of the Conversion Rate.

SECTION 7.02. Rights of Trustee Under this Indenture and the Security Documents.

Subject to Section 7.01:

(a) The Trustee may rely conclusively on any resolution, certificate (including any Officer's Certificate), statement, instrument, opinion (including any Opinion of Counsel), notice, request, direction, consent, order, bond, debenture, or other paper or document believed by it to be genuine and to have been signed or presented by the proper Person. The Trustee need not investigate any fact or matter stated in the document.

(b) Before the Trustee acts or refrains from acting hereunder or under any Security Document, it may require an Officer's Certificate and an Opinion of Counsel, which shall conform to the provisions of Section 14.02. The Trustee shall not be liable for any action it takes or omits to take in good faith in reliance on such Officer's Certificate or Opinion of Counsel.

(c) The Trustee may act through its attorneys and agents and shall not be responsible for the misconduct or negligence of any agent (other than an agent who is an employee of the Trustee) appointed with due care.

(d) The Trustee shall not be liable for any action it takes or omits to take in good faith which it reasonably believes to be authorized or within its rights or powers.

(e) The Trustee may consult with counsel of its selection and the advice or opinion of such counsel as to matters of law shall be full and complete authorization and protection from liability in respect of any action taken, omitted or suffered by it hereunder or under a Security Document in good faith and in accordance with the advice or opinion of such counsel.

(f) The Trustee shall be under no obligation to exercise any of the rights or powers vested in it by this Indenture or a Security Document at the request, order or direction of any of the Holders pursuant to the provisions of this Indenture or a Security Document, unless such Holders shall have offered to the Trustee reasonable security or indemnity satisfactory to it against the costs, expenses and liabilities which may be incurred therein or thereby.

(g) The Trustee shall not be bound to make any investigation into the facts or matters stated in any resolution, certificate (including any Officer's Certificate), statement, instrument, opinion (including any Opinion of Counsel), notice, request, direction, consent, order, bond, debenture, or other paper or document, but the Trustee, in its discretion, may make such further inquiry or investigation into such facts or matters as it may see fit and, if the Trustee shall determine to make such further inquiry or investigation, it shall be entitled, upon reasonable notice to the Company, to examine the books, records, and premises of the Company, personally or by agent or attorney at the sole cost of the Company and shall incur no liability or additional liability of any kind by reason of such inquiry or investigation.

(h) The Trustee shall not be required to give any bond or surety in respect of the performance of its powers and duties hereunder or under any Security Document.

(i) The permissive rights of the Trustee to do things enumerated in this Indenture or in the Security Documents shall not be construed as duties.

(j) Except with respect to Sections 4.01 and 4.05, the Trustee shall have no duty to inquire as to the performance of the Company with respect to the covenants contained in Article Four. In addition, except as otherwise expressly provided herein or in the Security Documents, the Trustee shall have no obligation to monitor or verify compliance by the Company or any Guarantor with any other obligation or covenant under this Indenture or the Security Documents. In addition, the Trustee shall not be deemed to have knowledge of an Event of Default except (i) any Default or Event of Default occurring pursuant to Sections 4.01, 6.01(1) or 6.01(2) or (ii) any Default or Event of Default actually known to a Responsible Officer.

(k) Except as otherwise expressly provided herein or in the Security Documents or as required by applicable law, the Trustee shall have no duty (i) to cause the maintenance of any insurance, (ii) with respect to the payment or discharge of any tax, charge or Lien levied against any part of the Collateral, or (iii) with respect to the filing or refiling of any Security Document.

(l) The rights, privileges, protections, immunities and benefits given to the Trustee, including its right to be indemnified, are extended to, and shall be enforceable by, the Trustee in each of its capacities hereunder, and to each agent, custodian and other Person employed to act hereunder or under any Security Document.

(m) Except as otherwise expressly provided herein or in the Security Documents, the Trustee shall be under no obligation to the Holders to ascertain or to inquire as to the observance or performance of any of the agreements contained in, statements made in, or conditions of any of the Security Documents or to inspect the property (including the books and records) of the Company.

(n) The Trustee shall not be responsible for the existence, genuineness or value of any of the Collateral or for the validity, perfection, priority or enforceability of the Liens upon any of the Collateral, whether impaired by operation of law or by reason of any action or omission to act on its part.

SECTION 7.03. Individual Rights of Trustee.

The Trustee in its individual or any other capacity may become the owner or pledgee of Notes and may otherwise deal with the Company, its Subsidiaries or their respective Affiliates with the same rights it would have if it were not Trustee. Any Agent may do the same with like rights. However, the Trustee must comply with Section 7.09.

SECTION 7.04. Trustee's Disclaimer.

The Trustee shall not be responsible for and makes no representation as to the validity or adequacy of this Indenture, the Security Documents, the Collateral or the Notes, it shall not be accountable for the Company's use of the proceeds from the Notes or any other money paid to or at the direction of the Company under any provision of this Indenture, and it shall not be responsible for any statement of the Company in this Indenture or any document issued in connection with the sale of Notes or any statement in the Notes other than the Trustee's certificate of authentication. The Trustee makes no representations with respect to the effectiveness or adequacy of this Indenture or any Security Document.

SECTION 7.05. Notice of Default.

If a Default occurs and is continuing and is deemed to be known to the Trustee pursuant to Section 7.02(j), the Trustee shall provide to each Holder, in accordance with Section 14.01, notice of the uncured Default within 30 days after the date on which the Trustee is deemed to have knowledge or notice of such Default. Except in the case of a Default in payment of principal of, or interest on, any Note, including an accelerated payment and the failure to make a payment on a Payment Date pursuant to an offer to purchase or a Default in complying with the provisions of Article Five, the Trustee may withhold the notice if and so long as the Board of

Directors, the executive committee, or a committee of directors and/or Responsible Officers, of the Trustee in good faith determines that withholding the notice is in the interest of the Holders.

SECTION 7.06. Compensation and Indemnity.

The Company shall pay to the Trustee from time to time such compensation as the Company and the Trustee shall from time to time agree in writing for its services hereunder. The Trustee's compensation shall not be limited by any law on compensation of a trustee of an express trust. The Company shall reimburse the Trustee upon request for all reasonable disbursements, expenses and advances (including reasonable fees and expenses of counsel) incurred or made by it in addition to the compensation for its services, except any such disbursements, expenses and advances as may be attributable to the Trustee's negligence, bad faith or willful misconduct. Such expenses shall include the reasonable fees and expenses of the Trustee's agents, counsel, accountants and experts. When the Trustee incurs expenses or renders services after an Event of Default pursuant to Section 6.01(9) or 6.01(10) hereof, the expenses and compensation for the services (including the fees and expenses of its agents and counsel) are intended to constitute expenses of administration under the Bankruptcy Code.

The Company shall indemnify each of the Trustee or any predecessor Trustee and its officers, directors, employees and agents for, and hold them harmless against, any and all loss, damage, claims including taxes (other than taxes based upon, measured by or determined by the income of the Trustee), liability or expense incurred by them except for such actions to the extent caused by any gross negligence, bad faith or willful misconduct on their part, arising out of or in connection with this Indenture or any Security Document including the reasonable costs and expenses of defending themselves against or investigating any claim or liability in connection with the exercise or performance of any of the Trustee's rights, powers or duties hereunder. The Trustee shall notify the Company promptly of any claim asserted against the Trustee or any of its agents for which it may seek indemnity; *provided*, *however*, that any failure to provide such notice shall not affect the obligations of the Company under this Section 7.06 except to the extent of the harm caused by such failure. The Company may, subject to the approval of the Trustee (which approval shall not be unreasonably withheld), defend the claim and the Trustee shall cooperate in the defense. The Trustee and its agents subject to the claim may have separate counsel and the Company shall pay the reasonable fees and expenses of such counsel; *provided*, *however*, that the Company will not be required to pay such fees and expenses if, subject to the approval of the Trustee (which approval shall not be unreasonably withheld), it assumes the Trustee's defense and there is no conflict of interest between the Company and the Trustee and its agents subject to the claim in connection with such defense as reasonably determined by the Trustee. The Company need not pay for any settlement made without its written consent (which consent shall not be unreasonably withheld). The Company need not reimburse any expense or indemnify against any loss or liability to the extent incurred by the Trustee through its negligence, bad faith or willful misconduct.

To secure the Company's payment obligations in this Section 7.06, the Trustee shall have a Lien prior to the Notes against all money or property held or collected by the Trustee, in its capacity as Trustee, except money or property held in trust to pay principal and interest on particular Notes.

When the Trustee incurs expenses or renders services after a Default specified in Section 6.01(9) or (10) occurs, such expenses and the compensation for such services shall be paid to the extent allowed under any Bankruptcy Law.

Notwithstanding any other provision in this Indenture, the foregoing provisions of this Section 7.06 shall survive the satisfaction and discharge of this Indenture for any reason, including any termination or rejection hereof under any Bankruptcy Law, the resignation or removal of the Trustee or the appointment of a successor Trustee.

SECTION 7.07. Replacement of Trustee.

The Trustee may resign at any time by so notifying the Company in writing at least 30 days prior to such resignation. The Holders of a majority in principal amount of the outstanding Notes may remove the Trustee by so notifying the Company and the Trustee and such Holders may appoint a successor Trustee. The Company may remove the Trustee if:

(1) the Trustee fails to comply with Section 7.09;

(2) the Trustee is adjudged a bankrupt or an insolvent or any order for relief is entered with respect to the Trustee under any Bankruptcy Law;

(3) a receiver or other public officer takes charge of the Trustee or its property; or

(4) the Trustee becomes incapable of acting.

If the Trustee resigns or is removed, such resignation or removal will automatically constitute, without any further action by the Trustee, a resignation or removal of the Trustee in any capacity hereunder and under each of the Security Documents (including as Collateral Agent) and a release of all obligations of the Trustee (in such capacity and in any other capacity) hereunder and under any of the Security Documents; *provided* that to the extent the Trustee is also the Collateral Agent under the Security Documents, any such resignation or removal of the Trustee hereunder shall not constitute an automatic resignation or removal of the Collateral Agent (unless the Collateral Agent resigns or is otherwise removed pursuant to Section 11.06(e)).

If the Trustee resigns or is removed or if a vacancy exists in the office of Trustee for any reason (other than the removal of the Trustee by Holders of a majority in principal amount of the outstanding Notes), the Company shall notify each Holder of such event and shall promptly appoint a successor Trustee (which must assume the obligations of the Trustee in each of its capacities hereunder and, as applicable, under the Security Documents, including as Collateral Agent if the Collateral Agent has resigned or is otherwise removed pursuant to Section 11.06(e)). Within one year after the successor Trustee takes office, the Holders of a majority in principal amount of the Notes may appoint a successor Trustee to replace the successor Trustee appointed by the Company. For the avoidance of doubt, if the Trustee and Collateral Agent have both resigned or otherwise been removed hereunder, then no resignation or removal of either the Trustee or Collateral Agent shall be effective unless and until both the successor Trustee and

successor Collateral Agent have been appointed and have assumed the responsibilities of Trustee and Collateral Agent, respectively.

A successor Trustee shall deliver a written acceptance of its appointment to the retiring Trustee and to the Company. Immediately after that, the retiring Trustee shall transfer, after payment of all sums then owing to the Trustee pursuant to Section 7.06, all property held by it as Trustee to the successor Trustee, subject to the Lien provided in Section 7.06, the resignation or removal of the retiring Trustee shall become effective, and the successor Trustee shall have all the rights, powers and duties of the Trustee under this Indenture. A successor Trustee shall provide notice, in accordance with Section 14.01, of its succession to each Holder.

If a successor Trustee does not take office within 60 days after the retiring Trustee resigns or is removed, the retiring Trustee, the Company or the Holders of at least 10% in principal amount of the outstanding Notes may petition any court of competent jurisdiction for the appointment of a successor Trustee at the expense of the Company.

If the Trustee fails to comply with Section 7.09, any Holder may petition any court of competent jurisdiction for the removal of the Trustee and the appointment of a successor Trustee.

Notwithstanding replacement of the Trustee pursuant to this Section 7.07, the Company's obligations under Section 7.06 shall continue for the benefit of the retiring Trustee.

SECTION 7.08. Successor Trustee by Merger, Etc.

If the Trustee consolidates with, merges or converts into, or transfers all or substantially all of its corporate trust business to, another corporation, the resulting, surviving or transferee corporation without any further act shall, if such resulting, surviving or transferee corporation is otherwise eligible hereunder, be the successor Trustee; *provided* that such corporation shall be otherwise qualified and eligible under this Article Seven.

SECTION 7.09. Eligibility.

This Indenture shall always have a Trustee who has a combined capital and surplus of at least $[●] as set forth in its most recent published annual report of condition.

SECTION 7.10. Co-trustees, Separate Trustee, Collateral Agent.

At any time or times, for the purpose of meeting the Legal Requirements of any jurisdiction in which any of the Collateral may at the time be located, the Company and the Trustee shall have power to appoint, and, upon the written request of the Trustee or of the Holders of at least 25% of the outstanding principal amount of the Notes, the Company shall for such purpose join with the Trustee in the execution, delivery and performance of all instruments and agreements necessary or proper to appoint, one or more Persons approved by the Trustee either to act as co-trustee, jointly with the Trustee, or to act as separate trustee or collateral agent of any such property, in either case with such powers as may be provided in the instrument of appointment, and to vest in such Person or Persons in the capacity aforesaid, any property, title, right or power deemed necessary or desirable, subject to the other provisions of this Section 7.10. If the Company does not join in such appointment within 15 days after the receipt by it of a

request so to do, or in case an Event of Default has occurred and is continuing, the Trustee alone shall have power to make such appointment.

Should any written instrument from the Company be requested by any co-trustee or separate trustee or separate collateral agent so appointed for more fully confirming to such co-trustee or separate trustee such property, title, right or power, any and all such instruments shall, on request of such co-trustee or separate trustee or separate collateral agent, be executed, acknowledged and delivered by the Company.

Any co-trustee, separate trustee or separate collateral agent shall agree in writing to be and shall be subject to the provisions of the Security Documents as if it were the Trustee thereunder (and the Trustee shall continue to be so subject).

Every co-trustee or separate trustee or separate collateral agent shall, to the extent permitted by law, but to such extent only, be appointed subject to the following terms, namely:

(a) The Notes shall be authenticated and delivered, and all rights, powers, duties and obligations hereunder in respect of the custody of securities, cash and other personal property held by, or required to be deposited or pledged with, the Trustee hereunder, shall be exercised solely, by the Trustee.

(b) The rights, powers, duties and obligations hereby conferred or imposed upon the Trustee in respect of any property covered by such appointment shall be conferred or imposed upon and exercised or performed by the Trustee or by the Trustee and such co-trustee or separate trustee jointly, or by the Trustee and such separate collateral agent or collateral agent jointly as shall be provided in the instrument appointing such co-trustee, separate trustee or separate collateral agent, except to the extent that under any law of any jurisdiction in which any particular act is to be performed, the Trustee shall be incompetent or unqualified to perform such act or acts, in which event such rights, powers, duties and obligations shall be exercised and performed by such co-trustee, separate trustee or separate collateral agent.

(c) The Trustee at any time, by an instrument in writing executed by it, with the concurrence of the Company evidenced by a Board Resolution, may accept the resignation of or remove any co-trustee, separate trustee or separate collateral agent appointed under this Section 7.10, and, in case an Event of Default has occurred and is continuing, the Trustee shall have power to accept the resignation of, or remove, any such co-trustee, separate trustee or separate collateral agent without the concurrence of the Company. Upon the written request of the Trustee, the Company shall join with the Trustee in the execution, delivery and performance of all instruments and agreements necessary or proper to effectuate such resignation or removal. A successor to any co-trustee, separate trustee or separate collateral agent so resigned or removed may be appointed in the manner provided in this Section 7.10.

(d) No co-trustee, separate trustee or separate collateral agent hereunder shall be liable by reason of any act or omission of the Trustee, or any other such trustee hereunder.

(e) The Trustee shall not be liable by reason of any act or omission of any co-trustee, separate trustee or separate collateral agent.

(f) Any act of Holders delivered to the Trustee shall be deemed to have been delivered to each such co-trustee, separate trustee or separate collateral agent, as the case may be.

ARTICLE EIGHT

DISCHARGE OF INDENTURE; DEFEASANCE

SECTION 8.01. Termination of the Company's Obligations.

The Company may terminate its obligations under the Notes and this Indenture and the obligations of the Guarantors, if any, under the Guarantees and this Indenture and this Indenture shall cease to be of further effect, except those obligations referred to in the penultimate paragraph of this Section 8.01, if:

(1) either:

(a) all the Notes theretofore authenticated and delivered (except lost, stolen or destroyed Notes which have been replaced or paid and Notes for whose payment money has theretofore been deposited in trust or segregated and held in trust by the Company and thereafter repaid to the Company or discharged from such trust) have been delivered to the Trustee for cancellation; or

(b) all Notes not theretofore delivered to the Trustee for cancellation (1) have become due and payable and the Company has irrevocably deposited or caused to be deposited with the Trustee funds in an amount sufficient to pay and discharge the entire Indebtedness on the Notes not theretofore delivered to the Trustee for cancellation, for principal of, premium, if any and interest on the Notes to the date of maturity, together with irrevocable instructions from the Company directing the Trustee to apply such funds to the payment thereof at maturity or (2) have been submitted for conversion and the Company has (i) delivered to the Trustee shares of Company Common Stock sufficient to satisfy its conversion obligations in respect of all such Notes, and (ii) irrevocably deposited or caused to be deposited with the Trustee funds in an amount sufficient to pay the amount in cash due in lieu of fractional shares of Company Common Stock issued upon conversion of all such Notes;

(2) the Company has paid all other sums payable under this Indenture by the Company; and

(3) the Company has delivered to the Trustee an Officer's Certificate and an Opinion of Counsel stating that all conditions precedent under this Indenture relating to the satisfaction and discharge of this Indenture have been complied with.

With respect to the foregoing, the Company's obligations in Sections 2.05, 2.06, 2.07, 2.08, 7.06, 8.05, 8.06 and Article Thirteen shall survive until the Notes are no longer outstanding pursuant to the last paragraph of Section 2.08. After the Notes are no longer outstanding, the Company's obligations in Sections 7.06, 8.05 and 8.06 shall survive.

After such delivery or irrevocable deposit, the Trustee upon request shall acknowledge in writing the discharge of the Company's obligations under the Notes and this Indenture except for those surviving obligations specified above.

SECTION 8.02. Covenant Defeasance.

(a) The Company may, at its option and at any time, elect to have paragraph (b) below be applied to all outstanding Notes upon compliance with the conditions set forth in Section 8.03.

(b) Upon the Company's exercise under paragraph (a) hereof of the option applicable to this paragraph (b), the Company and the Guarantors shall, subject to the satisfaction of the conditions set forth in Section 8.03, be released from their respective obligations under the covenants contained in Sections 4.03 (other than with respect to the legal existence of the Company), 4.04, 4.07 through 4.19, and clauses (2) and (3) of the first paragraph and clause (3) of the fourth paragraph of Section 5.01, Article Ten, Article Eleven and the Security Documents with respect to the outstanding Notes on and after the date the conditions set forth in Section 8.03 are satisfied (it being understood, for the avoidance of doubt, that the obligations of the Company and its Restricted Subsidiaries pursuant to Article Thirteen hereof shall remain in full force and effect) (hereinafter, "Covenant Defeasance"). For this purpose, Covenant Defeasance means that, with respect to the outstanding Notes, the Company and the Guarantors may omit to comply with and shall have no liability in respect of any term, condition or limitation set forth in any such covenant, whether directly or indirectly, by reason of any reference elsewhere herein to any such covenant or by reason of any reference in any such covenant to any other provision herein or in any other document and such omission to comply shall not constitute an Event of Default under Section 6.01, but, except as specified above, the remainder of this Indenture and such Notes shall be unaffected thereby. In addition, upon the Company's exercise under paragraph (a) hereof of the option applicable to this paragraph (b), subject to the satisfaction of the conditions set forth in Section 8.03, clauses (3), (4), (6), (7) and (8) of Section 6.01 shall not constitute Events of Default.

SECTION 8.03. Conditions to Covenant Defeasance.

The following shall be the conditions to the application of Section 8.02(b) hereof to the outstanding Notes:

(1) the Company must irrevocably deposit with the Trustee, in trust, for the benefit of the Holders, U.S. Legal Tender, U.S. Government Obligations, U.S. Government Securities or a combination thereof, in such amounts as will be sufficient, without reinvestment, in the opinion of a nationally recognized firm of independent public accountants selected by the Company to pay the principal of, premium, if any, and interest on the Notes on the stated date for payment thereof;

(2) the Company shall have delivered to the Trustee an Opinion of Counsel in the United States reasonably acceptable to the Trustee confirming that the Holders will not recognize income, gain or loss for U.S. federal income tax purposes as a result of such Covenant Defeasance and will be subject to U.S. federal income tax on the same

amounts, in the same manner and at the same times as would have been the case if such Covenant Defeasance had not occurred;

(3) no Default or Event of Default shall have occurred and be continuing on the date of such deposit (other than a Default or an Event of Default resulting from the borrowing of funds to be applied to such deposit and the grant of any Lien securing such borrowings);

(4) such Covenant Defeasance shall not result in a breach or violation of or constitute a default under this Indenture (other than a Default or an Event of Default resulting from the borrowing of funds to be applied to such deposit and the grant of any Lien securing such borrowings) or any other material agreement or instrument to which the Company or any of its Subsidiaries is a party or by which the Company or any of its Subsidiaries is bound;

(5) the Company shall have delivered to the Trustee an Officer's Certificate stating that the deposit was not made by the Company with the intent of preferring the Holders over any other creditors of the Company or with the intent of defeating, hindering, delaying or defrauding any other creditors of the Company or others; and

(6) the Company shall have delivered to the Trustee an Officer's Certificate and an Opinion of Counsel, each stating that all conditions precedent provided for in, in the case of the Officer's Certificate, clauses (1) through (5), as applicable, and, in the case of the Opinion of Counsel, clauses (2) and (4) of this Section 8.03 have been complied with.

SECTION 8.04. Application of Trust Money.

The Trustee or Paying Agent shall hold in trust U.S. Legal Tender and U.S. Government Obligations deposited with it pursuant to this Article Eight, and shall apply the deposited U.S. Legal Tender and the money from U.S. Government Obligations in accordance with this Indenture to the payment of the principal of and the interest on the Notes; *provided* that, if there is a tender offer by the Company for outstanding Notes that is in progress at the time of such deposit, such money deposited with the Trustee pursuant to Section 8.01 may be applied to pay any cash consideration for any Notes validly tendered into such tender offer and not validly withdrawn. The Trustee shall be under no obligation to invest said U.S. Legal Tender and U.S. Government Obligations, except as it may agree with the Company.

The Company shall pay and indemnify the Trustee against any tax, fee or other charge imposed on or assessed against the U.S. Legal Tender and U.S. Government Obligations deposited pursuant to Section 8.03 or the principal and interest received in respect thereof, other than any such tax, fee or other charge which by law is for the account of the Holders of the outstanding Notes.

Anything in this Article Eight to the contrary notwithstanding, the Trustee shall deliver or pay to the Company from time to time upon the Company's request any U.S. Legal Tender and U.S. Government Obligations held by it as provided in Section 8.03 which, in the opinion of a

nationally recognized firm of independent public accountants expressed in a written certification thereof delivered to the Trustee, are in excess of the amount thereof that would then be required to be deposited to effect an equivalent Covenant Defeasance.

SECTION 8.05. Repayment to the Company.

The Trustee and the Paying Agent shall pay to the Company upon request any money held by them for the payment of principal or interest that remains unclaimed for one year; *provided*, *however*, that the Trustee or such Paying Agent, before being required to make any payment, may at the expense of the Company cause to be published once in a newspaper of general circulation in the City of New York or provide to each Holder entitled to such money notice, in accordance with Section 14.01, that such money remains unclaimed and that after a date specified therein which shall be at least 30 days from the date of such publication or giving of notice any unclaimed balance of such money then remaining will be repaid to the Company. After payment to the Company, Holders entitled to such money must look to the Company for payment as general creditors unless an applicable law designates another Person.

SECTION 8.06. Reinstatement.

If the Trustee or Paying Agent is unable to apply any U.S. Legal Tender and U.S. Government Obligations in accordance with this Article Eight by reason of any legal proceeding or by reason of any order or judgment of any court or governmental authority enjoining, restraining or otherwise prohibiting such application, or if the funds deposited with the Trustee to effect Covenant Defeasance are insufficient to pay the principal of, and interest on, the Notes when due, the Company's obligations under this Indenture, and the Notes and the Guarantees shall be revived and reinstated as though no deposit had occurred pursuant to this Article Eight until such time as the Trustee or Paying Agent is permitted to apply all such U.S. Legal Tender and U.S. Government Obligations in accordance with this Article Eight; *provided* that if the Company has made any payment of interest on, or principal of, any Notes because of the reinstatement of its obligations, the Company shall be subrogated to the rights of the Holders of such Notes to receive such payment from the U.S. Legal Tender and U.S. Government Obligations held by the Trustee or Paying Agent.

ARTICLE NINE

AMENDMENTS, SUPPLEMENTS AND WAIVERS

SECTION 9.01. Without Consent of Holders.

The Company, the Guarantors, if any, and the Trustee and/or Collateral Agent, as applicable, together, may amend or supplement this Indenture, the Security Documents, the Notes or the Guarantees, without notice to or consent of any Holder:

(1) to evidence the succession of another Person to the Company or a Guarantor, and the assumption by any such successor of the covenants of the Company or such Guarantor in this Indenture, the Notes, any Guarantee and the Security Documents, as applicable, in accordance with Article Five;

(2) to add to the covenants of the Company, any Guarantor or any other obligor upon the Notes for the benefit of the Holders, to increase the Conversion Rate at the discretion of the Company, or to surrender any right or power conferred upon the Company or any Guarantor or any other obligor upon the Notes, as applicable, in this Indenture, the Notes, any Guarantee or any Security Document, or to make any change that would provide any additional rights or benefits to the Holders;

(3) to cure any ambiguity, omission or mistake, or to correct or supplement any provision in this Indenture, the Notes, any Guarantee or any Security Document which may be defective or inconsistent with any other provision in this Indenture, the Notes, any Guarantee or any Security Document, including to conform any Security Document to the form of any equivalent document securing the ABL Priority Lien Obligations as provided in the Intercreditor Agreement;

(4) to make any other provisions with respect to matters or questions arising under this Indenture, the Notes, any Guarantee or any Security Document; *provided* that, in each case, such actions pursuant to this clause (4) shall not adversely affect the interest of the Holders in any material respect, as determined in good faith by the Board of Directors of the Company;

(5) to comply with the requirements of the Commission in order to effect or maintain the qualification of this Indenture under the Trust Indenture Act to the extent this Indenture is or becomes so qualified;

(6) to add to the Collateral securing the Notes or Guarantees or to add or to release a Guarantor in accordance with this Indenture;

(7) to evidence and provide the acceptance of the appointment of a successor Trustee or Collateral Agent under this Indenture and the Security Documents;

(8) to mortgage, pledge, hypothecate or grant a Lien in favor of the Collateral Agent for the benefit of the Holders (and the holders or lenders of Notes Priority Lien Obligations or ABL Priority Lien Obligations) as additional security for the payment and performance of the Company's and any Guarantor's obligations under this Indenture, in any property, or assets, including any of which are required to be mortgaged, pledged or hypothecated, or in which a security interest is required to be granted to or for the benefit of the Trustee or the Collateral Agent pursuant to this Indenture, any of the Security Documents or otherwise;

(9) to provide for the issuance of Additional Notes or PIK Notes in accordance with this Indenture;

(10) to provide for the release of Collateral from the Lien of this Indenture and the Security Documents when permitted or required by any of the Security Documents, the Intercreditor Agreement and this Indenture;

(11) to add additional secured creditors holding Notes Priority Lien Obligations or ABL Priority Lien Obligations so long as such Obligations are not prohibited by this

Indenture or the Security Documents, and to appropriately include the same in the Intercreditor Agreement; or

(12) to provide for the conversion of the Notes in accordance with the terms of this Indenture.

SECTION 9.02. With Consent of Holders.

(a) Subject to Section 6.07, the Company, the Guarantors, if any, and the Trustee and/or the Collateral Agent, as applicable, together, with the written consent of the Holder or Holders of a majority in aggregate principal amount of the outstanding Notes (including consents obtained in connection with a tender offer or exchange offer for the Notes) may amend or supplement this Indenture, any Security Document (except as otherwise described herein), the Notes or the Guarantees, if any, without notice to any other Holders. Subject to Section 6.07, the Holder or Holders of a majority in aggregate principal amount of the outstanding Notes may waive compliance with any provision of this Indenture, the Notes, any Security Document or the Guarantees, if any, without notice to any other Holders.

(b) Notwithstanding Section 9.02(a), without the consent of each Holder affected, no amendment, supplement or waiver may (with respect to any Notes held by such non-consenting Holders):

(1) reduce the amount of Notes whose Holders must consent to an amendment;

(2) reduce the rate of or change or have the effect of changing the time for payment of interest, including default interest, on any Notes, or decrease the then current Conversion Rate (except pursuant to Section 13.05);

(3) reduce the principal of or change or have the effect of changing the fixed maturity of any Notes (other than (i) as provided in the definition of Maturity Date and (ii) provisions relating to the purchase of Notes pursuant to Section 4.10, but subject to clause (6) below) or alter or waive any of the provisions with respect to the redemption of the Notes pursuant to Article Three;

(4) make any Notes payable in money other than that stated in the Notes;

(5) make any change in provisions of this Indenture entitling each Holder to receive payment of principal of and interest on such Note on or after the due date thereof or setting forth the contractual right to bring suit to enforce such payment, or permitting Holders of a majority in principal amount of Notes to waive Defaults or Events of Default;

(6) after the Company's obligation to purchase Notes arises thereunder, amend, change or modify in any material respect the obligation of the Company to make and consummate a Change of Control Offer in the event of a Change of Control or make and consummate a Net Proceeds Offer with respect to any Asset Sale that has been

consummated or, after such Change of Control has occurred or such Asset Sale has been consummated, modify any of the provisions or definitions with respect thereto;

(7) modify or change any provision of this Indenture or the related definitions affecting the ranking of the Notes or any Guarantee as to contractual right of payment in a manner which adversely affects the Holders;

(8) release any Guarantor that is a Significant Subsidiary from any of its obligations under its Guarantee or this Indenture otherwise than in accordance with the terms of this Indenture; or

(9) adversely affect the right of Holders to convert Notes in accordance with Article Thirteen.

Notwithstanding Section 9.02(a) or the preceding clause, (i) without the consent of the Holders of at least 66 2/3% in aggregate principal amount of the outstanding Notes, no amendment may release from the Lien of this Indenture or the Notes and the Security Documents all or substantially all of the Collateral, otherwise than in accordance with the terms of the Security Documents, (ii) the provisions of Sections 13.05 to 13.14 may be waived or modified only with the consent of the Holders of at least 66 2/3% in aggregate principal amount of the outstanding Notes, and (iii) without the consent of the Holders of at least 66 2/3% in aggregate principal amount of the outstanding Notes, the Company shall not consent to, enter into an agreement with respect to, consummate, permit to occur or otherwise agree to or allow the occurrence of a Merger Event.

(c) It shall not be necessary for the consent of the Holders under this Section to approve the particular form of any proposed amendment, supplement or waiver but it shall be sufficient if such consent approves the substance thereof.

(d) A consent to any amendment, supplement or waiver under this Indenture by any Holder given in connection with an exchange (in the case of an exchange offer) or a tender (in the case of a tender offer) of such Holder's Notes will not be rendered invalid by such tender or exchange.

(e) After an amendment, supplement or waiver under this Section 9.02 becomes effective, the Company shall provide to the Holders affected thereby, in accordance with Section 14.01 (with a copy to the Trustee), a notice briefly describing the amendment, supplement or waiver. Any failure of the Company to provide such notice, or any defect therein, shall not, however, in any way impair or affect the validity of any such amendment, supplement or waiver.

SECTION 9.03. Revocation and Effect of Consents.

Until an amendment, waiver or supplement becomes effective, a consent to it by a Holder is a continuing consent by the Holder and every subsequent Holder of a Note or portion of a Note that evidences the same debt as the consenting Holder's Note, even if notation of the consent is not made on any Note. However, any such Holder or subsequent Holder may revoke the consent as to his Note or portion of his Note by notice to the Trustee or the Company received before the date on which the Trustee receives an Officer's Certificate certifying that the Holders of the

requisite principal amount of Notes have consented (and not theretofore revoked such consent) to the amendment, supplement or waiver.

The Company may, but shall not be obligated to, fix a record date for the purpose of determining the Holders entitled to consent to any amendment, supplement or waiver, which record date shall be at least 30 days prior to the first solicitation of such consent. If a record date is fixed, then notwithstanding the last sentence of the immediately preceding paragraph, those Persons who were Holders at such record date (or their duly designated proxies), and only those Persons, shall be entitled to revoke any consent previously given, whether or not such Persons continue to be Holders after such record date. No such consent shall be valid or effective for more than 90 days after such record date. The Company shall inform the Trustee in writing of the fixed record date if applicable.

After an amendment, supplement or waiver becomes effective, it shall bind every Holder, unless it makes a change described in any of clauses (1) through (9) of Section 9.02(b), in which case, the amendment, supplement or waiver shall bind only each Holder of a Note who has consented to it and every subsequent Holder of a Note or portion of a Note that evidences the same debt as the consenting Holder's Note; *provided*, *however*, that any such waiver shall not impair or affect the right of any Holder to receive payment of principal of, and interest on, a Note, on or after the respective due dates therefor, or to bring suit for the enforcement of any such payment on or after such respective dates without the consent of such Holder.

SECTION 9.04. Notation on or Exchange of Notes.

If an amendment, supplement or waiver changes the terms of a Note, the Company may require the Holder of the Note to deliver it to the Trustee. The Company shall provide the Trustee with an appropriate notation on the Note about the changed terms and cause the Trustee to return it to the Holder at the Company's expense. Alternatively, if the Company or the Trustee so determines, the Company in exchange for the Note shall issue, and the Trustee shall authenticate, a new Note that reflects the changed terms. Failure to make the appropriate notation or issue a new Note shall not affect the validity and effect of such amendment, supplement or waiver.

SECTION 9.05. Trustee and Collateral Agent To Sign Amendments, Etc.

The Trustee and/or the Collateral Agent, as applicable, shall execute any amendment, supplement or waiver authorized pursuant to this Article Nine; *provided*, *however*, that the Trustee and/or the Collateral Agent, as applicable, may, but shall not be obligated to, execute any such amendment, supplement or waiver which adversely affects the rights, duties or immunities of the Trustee and/or the Collateral Agent, as applicable. The Trustee and/or the Collateral Agent, as applicable, shall be entitled to receive, and shall be fully protected in relying upon, an Opinion of Counsel and an Officer's Certificate each stating that the execution of any amendment, supplement or waiver authorized pursuant to this Article Nine is authorized or permitted by this Indenture and/or the applicable Security Document, as applicable, all conditions precedent thereto have been complied with. Such Officer's Certificate or Opinion of Counsel, as applicable, shall be at the expense of the Company. The Trustee or Collateral Agent, as applicable, shall provide notice of the effectiveness of any amendment or supplement or

waiver to this Indenture, the Security Documents, the Notes or Guarantees to the ABL Agent to the extent required by the Intercreditor Agreement, but the failure to provide such notice shall not impair or affect the validity of such amendment, supplement or waiver or create any claim against the Trustee or Collateral Agent for such failure. Prior to executing any amendment, supplement or waiver to this Indenture, the Security Documents, the Notes or Guarantees and for so long as the Company's obligations under the ABL Facility Agreement remain outstanding, the Trustee or Collateral Agent, as applicable, shall receive from the Company an Officer's Certificate stating that such amendment, supplement or waiver is permitted under the terms of the ABL Facility Agreement as in effect on the date hereof, unless the ABL Agent has otherwise provided its written consent to the Trustee or Collateral Agent to such amendment, supplement or waiver.

ARTICLE TEN

GUARANTEE

SECTION 10.01. Guarantee.

Subject to this Article Ten, each of the Guarantors hereby, jointly and severally, unconditionally guarantees to each Holder of a Note authenticated and delivered by the Trustee and to the Trustee and its successors and assigns the Notes or the obligations of the Company hereunder or thereunder, that: (a) the principal of and interest on the Notes will be promptly paid in full when due, whether at Stated Maturity, by acceleration, or otherwise, and interest on the overdue principal of and interest on the Notes, if any, if lawful, and all other obligations of the Company to the Holders or the Trustee hereunder or thereunder will be promptly paid in full or performed, all in accordance with the terms hereof and thereof; and (b) in case of any extension of time of payment or renewal of any Notes or any of such other obligations, that same will be promptly paid in full when due or performed in accordance with the terms of the extension or renewal, whether at Stated Maturity, by acceleration or otherwise. Failing payment when due of any amount so guaranteed or any performance so guaranteed for whatever reason, the Guarantors shall be jointly and severally obligated to pay the same immediately. Each Guarantor agrees that this is a guarantee of payment and not a guarantee of collection.

The Guarantors hereby agree that their obligations hereunder shall be unconditional, irrespective of the validity, regularity or enforceability of the Notes or this Indenture, the absence of any action to enforce the same, any waiver or consent by any Holder of the Notes with respect to any provisions hereof or thereof, the recovery of any judgment against the Company, any action to enforce the same or any other circumstance which might otherwise constitute a legal or equitable discharge or defense of a Guarantor. Each Guarantor hereby waives, to the extent permitted by applicable law, diligence, presentment, demand of payment, filing of claims with a court in the event of insolvency or bankruptcy of the Company, any right to require a proceeding first against the Company, protest, notice and all demands whatsoever and covenant that this Guarantee shall not be discharged except by complete performance of the obligations contained in the Notes and this Indenture.

If any Holder or the Trustee is required by any court or otherwise to return to the Company, the Guarantors or any custodian, trustee, liquidator or other similar official acting in

relation to either the Company or the Guarantors, any amount paid by either to the Trustee or such Holder, this Guarantee, to the extent theretofore discharged, shall be reinstated in full force and effect.

Each Guarantor agrees that it shall not be entitled to any right of subrogation in relation to the Holders in respect of any obligations guaranteed hereby until payment in full of all obligations guaranteed hereby. Each Guarantor further agrees that, as between the Guarantors, on the one hand, and the Holders and the Trustee, on the other hand, (x) the maturity of the obligations guaranteed hereby may be accelerated as provided in Article Six hereof for the purposes of this Guarantee, notwithstanding any stay, injunction or other prohibition preventing such acceleration in respect of the obligations guaranteed hereby, and (y) in the event of any declaration of acceleration of such obligations as provided in Article Six hereof, such obligations (whether or not due and payable) shall forthwith become due and payable by the Guarantors for the purpose of this Guarantee.

SECTION 10.02. Limitation on Guarantor Liability.

Each Guarantor, and by its acceptance of Notes, each Holder, hereby confirms that it is the intention of all such parties that the Guarantee of such Guarantor not constitute a fraudulent transfer or conveyance for purposes of Bankruptcy Law, the Uniform Fraudulent Conveyance Act, the Uniform Fraudulent Transfer Act or any similar federal or state law to the extent applicable to any Guarantee. To effectuate the foregoing intention, the Trustee, the Holders and the Guarantors hereby irrevocably agree that the obligations of such Guarantor will, after giving effect to such maximum amount and all other contingent and fixed liabilities of such Guarantor that are relevant under such laws, and after giving effect to any collections from, rights to receive contribution from or payments made by or on behalf of any other Guarantor in respect of the obligations of such other Guarantor under this Article Ten, result in the obligations of such Guarantor under its Guarantee not constituting a fraudulent transfer or conveyance. Each Guarantor that makes a payment for distribution under its Guarantee is entitled to a contribution from each other Guarantor in a *pro rata* amount based on the adjusted net assets of each Guarantor.

SECTION 10.03. Execution and Delivery of Guarantee.

To evidence its Guarantee set forth in Section 10.01, each Guarantor hereby agrees that a notation of such Guarantee substantially in the form included in Exhibit D shall be endorsed by an Officer of such Guarantor on each Note authenticated and delivered by the Trustee and that this Indenture shall be executed on behalf of such Guarantor by an Officer.

Each Guarantor hereby agrees that its Guarantee set forth in Section 10.01 shall remain in full force and effect notwithstanding any failure to endorse on each Note a notation of such Guarantee.

If an Officer whose signature is on this Indenture or on the Guarantee no longer holds that office at the time the Trustee authenticates the Note on which a Guarantee is endorsed, the Guarantee shall be valid nevertheless.

The delivery of any Note by the Trustee, after the authentication thereof hereunder, shall constitute due delivery of the Guarantee set forth in this Indenture on behalf of the Guarantors.

SECTION 10.04. Release of Guarantees.

Any Guarantee by a Restricted Subsidiary of the Notes shall provide by its terms that it (and all Liens securing such Guarantee) shall be automatically and unconditionally released and discharged, without any further action required on the part of the Trustee or any Holder, upon:

(1) the designation of the Guarantor as an Unrestricted Subsidiary;

(2) the exercise of the Company's covenant defeasance option as described under Section 8.02 (solely with respect to Guarantees of the Notes), or if Company's obligations under this Indenture are discharged in accordance with the terms of this Indenture;

(3) any sale, issuance or other disposition (by merger or otherwise) to any Person which is not a Restricted Subsidiary of the Company of (i) all or substantially all of the assets of such Restricted Subsidiary or (ii) Capital Stock of a Restricted Subsidiary such that such Restricted Subsidiary ceases to be a Subsidiary; *provided* that such sale or disposition of such Capital Stock is otherwise permitted by the terms of this Indenture; or

(4) if applicable, the Indebtedness that resulted in the creation of such Guarantee is released or discharged.

ARTICLE ELEVEN

COLLATERAL AND SECURITY DOCUMENTS

SECTION 11.01. Security Documents; Additional Collateral; Intercreditor Agreement.

(a) Security Documents. In order to secure the due and punctual payment and performance of the Notes Priority Lien Obligations (including the Indenture Obligations), the Company, the Guarantors, if any, the Collateral Agent and the other parties thereto have simultaneously with the execution of this Indenture entered or, in accordance with the provisions of Section 4.14, Section 4.15, Article Five and this Article Eleven, will enter into the Security Documents. In the event of a conflict between the terms of this Indenture and the Security Documents, the Security Documents shall control.

The Company shall, and shall cause each Guarantor to, and each Guarantor shall, make all filings (including filings of continuation statements and amendments to UCC financing statements that may be necessary to continue the effectiveness of such UCC financing statements) and take all other actions as are reasonably necessary or required by the Security Documents to maintain (at the sole cost and expense of the Company and the Guarantors) the security interest created by the Security Documents in the Collateral (other than with respect to any Collateral solely to the extent that any security interest therein is not required to be perfected under the Security Documents) as a perfected Notes Priority Lien subject only to Permitted Liens.

(b) Additional Collateral. With respect to assets acquired after the Issue Date, the applicable Company or Guarantor will take the actions required by the Notes Security Agreement and the other Security Documents.

(c) Intercreditor Agreement. The Trustee, the Collateral Agent and the Holders are bound by the terms of the Intercreditor Agreement and each Holder of a Note, by accepting such Note, agrees to all the terms and provisions of the Intercreditor Agreement and the other Security Documents and directs the Trustee and/or Collateral Agent to execute the same.

SECTION 11.02. Recording, Registration and Opinions.

The Company and the Guarantors shall furnish to the Trustee at least 30 days prior to the anniversary of the Issue Date in each year an Officer's Certificate, dated as of such date, either (i) stating that, in the opinion of such officer, such action has been taken with respect to the recording, filing, re-recording, and refiling of this Indenture or the Security Documents, as applicable, as are necessary to maintain the perfected Liens granted by the Company and the Guarantors under the applicable Security Documents securing the Indenture Obligations under applicable law to the extent required by the Security Documents other than any action as described therein to be taken or (ii) stating that, in the opinion of such officer, no such action is necessary to maintain such Liens or security interests.

SECTION 11.03. Releases of Collateral.

The Liens securing the Notes and the Guarantees, if any, will automatically and without the need for any further action by or notice to any Person be released:

(1) in whole or in part, as applicable, as to all or any portion of property subject to such Liens which has been taken by eminent domain, condemnation or other similar circumstances;

(2) in whole, as to all property subject to such Liens, upon full payment of all principal on, accrued and unpaid interest, including additional interest, on and premium, if any, under the Notes and Indenture;

(3) in whole, as to property subject to such Liens, upon:

(a) satisfaction and discharge of this Indenture as set forth under Article Eight; or

(b) a Covenant Defeasance of this Indenture as set forth under Article Eight;

(4) in part, as to any property that (a) is sold, transferred or otherwise disposed of by the Company or any Guarantor (other than to the Company or another Guarantor) in a transaction not prohibited by this Indenture at the time of such transfer or disposition, including, without limitation, as a result of a transaction of the type permitted under Sections 4.10 and 5.01, to the extent of the interest sold, transferred or disposed of or (b) is owned or at any time acquired by a Guarantor that has been released from its

Guarantee pursuant to Section 10.04, concurrently with the release of such Guarantee or (c) at any time becomes an Excluded Asset;

(5) in whole, as to property that constitutes all or substantially all of the Collateral securing the Notes, with the consent of the Holders of at least 66 2/3% in aggregate principal amount of the Notes then outstanding, as provided for in Section 9.02(b);

(6) in part, as to property that constitutes less than all or substantially all of the Collateral securing the Notes, with the consent of the Holders of at least a majority of the aggregate principal amount of Notes then outstanding, as provided for in Section 9.02(b); and

(7) in part, in accordance with the applicable provisions of the Security Documents and the Intercreditor Agreement.

SECTION 11.04. Form and Sufficiency of Release.

In the event that either the Company or any Guarantor has sold, exchanged, or otherwise disposed of or proposes to sell, exchange or otherwise dispose of any portion of the Collateral that, under the terms of this Indenture may be sold, exchanged or otherwise disposed of by the Company or any Guarantor, and the Company or such Guarantor requests the Trustee to furnish a written disclaimer, release or quitclaim of any interest in such property under this Indenture, the applicable Guarantee and the Security Documents, upon receipt of an Officer's Certificate to the effect that such release complies with or is permitted by Section 11.03 and specifying the provision in Section 11.03 pursuant to which such release is being made (upon which the Trustee may exclusively and conclusively rely), the Trustee shall execute, acknowledge and deliver to the Company or such Guarantor (or instruct the Collateral Agent to do the same) such an instrument in the form provided by the Company, and providing for release without recourse and shall take such other action as the Company or such Guarantor may reasonably request and as necessary to effect such release.

SECTION 11.05. Possession and Use of Collateral.

Subject to the provisions of the Security Documents, the Company and the Guarantors shall have the right to remain in possession and retain exclusive control of and to exercise all rights with respect to the Collateral (other than Trust Monies held by the Collateral Agent, other monies, U.S. Legal Tender, U.S. Government Obligations or U.S. Government Securities deposited pursuant to Article 8, and other than as set forth in the Security Documents and this Indenture), to freely operate, manage, develop, lease, use, consume and enjoy the Collateral (other than Trust Monies held by the Collateral Agent, other monies and U.S. Government Obligations deposited pursuant to Article 8 and other than as set forth in the Security Documents and this Indenture), to alter or repair any Collateral so long as such alterations and repairs do not impair the Lien of the Security Documents thereon, and to collect, receive, use, invest and dispose of the reversions, remainders, interest, rents, lease payments, issues, profits, revenues, proceeds and other income thereof and to effect transactions permitted under Sections 4.10 and 5.01.

SECTION 11.06. Collateral Agent.

(a) Each of the Holders by acceptance of the Notes hereby designates and appoints the Collateral Agent as its collateral agent under this Indenture and the Security Documents and each of the Holders by acceptance of the Notes hereby authorizes the Collateral Agent to enter into each of the Security Documents and to take such action on its behalf under the provisions of this Indenture and each of the Security Documents and to exercise such powers and perform such duties as are expressly required, permitted or delegated to the Collateral Agent by the terms of this Indenture and each of the Security Documents, together with such powers as are reasonably incidental thereto. The Collateral Agent agrees to act as such on the express conditions contained in this Section 11.06. The provisions of this Section 11.06 are solely for the benefit of the Collateral Agent and none of the Trustee, any of the Holders nor the Company or any Guarantors shall have any rights as a third party beneficiary of any of the provisions contained herein other than as expressly provided in Section 11.03. Notwithstanding any provision to the contrary contained elsewhere in this Indenture and the Security Documents, the Collateral Agent shall not have any duties or responsibilities, except those expressly set forth herein, nor shall the Collateral Agent have or be deemed to have any fiduciary relationship with the Trustee, any Holder or the Company or any Guarantor, and no implied covenants, functions, responsibilities, duties, obligations or liabilities shall be read into this Indenture and the Security Documents or otherwise exist against the Collateral Agent. Without limiting the generality of the foregoing sentence, the use of the term "agent" in this Indenture with reference to the Collateral Agent shall not be construed to connote any fiduciary or other implied (or express) obligations arising under agency doctrine of any applicable law. Instead, such term is used merely as a matter of market custom, and is intended to create or reflect only an administrative relationship between independent contracting parties. The Collateral Agent may and, upon direction from the Trustee or the requisite Holders as provided hereunder or under a Security Document, shall exercise or refrain from exercising such discretionary rights, or take or refrain from taking such actions which the Collateral Agent is expressly entitled to take or assert under this Indenture and the Security Documents, including the exercise of remedies pursuant to Article Six, and any action so taken or not taken shall be deemed consented to by the Trustee and the Holders.

(b) The Collateral Agent may execute any of its duties under this Indenture and the Security Documents by or through agents, employees or attorneys-in-fact and shall be entitled to advice of counsel concerning all matters pertaining to such duties. The Collateral Agent shall not be responsible for the bad faith, gross negligence or misconduct of any agent, employee or attorney-in-fact that it selects as long as such selection was made with due care.

(c) None of the Collateral Agent or any of its agents or employees shall (i) be liable for any action taken or omitted to be taken by any of them under or in connection with this Indenture or the transactions contemplated hereby (except for its own bad faith, gross negligence or willful misconduct) or under or in connection with any Security Document or the transactions contemplated thereby (except for its own bad faith, gross negligence or willful misconduct), or (ii) be responsible in any manner to the Trustee or any Holder for any recital, statement, representation, warranty, covenant or agreement made by the Company or any Guarantor, contained in this Indenture or any indenture, or in any certificate, report, statement or other document referred to or provided for in, or received by the Collateral Agent under or in connection with, this Indenture or any other indenture, the Security Documents, or the validity,

effectiveness, genuineness, enforceability or sufficiency of this Indenture or any other indenture or the Security Documents, or for any failure of the Company or any Guarantor or any other party to this Indenture or the Security Documents to perform its obligations hereunder or thereunder. None of the Collateral Agent or any of its agents or employees shall be under any obligation to the Trustee or any Holder to ascertain or to inquire as to the observance or performance of any of the agreements contained in, or conditions of, this Indenture or any other indenture or the Security Documents or to inspect the properties, books or records of the Company or any Guarantor.

(d) The Collateral Agent shall not be deemed to have knowledge or notice of the occurrence of any Default or Event of Default, unless the Collateral Agent (i) shall have received written notice from the Trustee or the Company referring to this Indenture, describing such Default or Event of Default and stating that such notice is a "notice of default" or (ii) a Responsible Officer has actual knowledge of the occurrence of such Default or Event of Default. The Collateral Agent shall take such action with respect to such Default or Event of Default as may be requested by the Trustee in accordance with Article Six (subject to this Section 11.06) or the Holders as provided in the Security Documents; *provided*, *however*, that unless and until the Collateral Agent has received any such request, the Collateral Agent may (but shall not be obligated to) take such action, or refrain from taking such action, with respect to such Default or Event of Default as it shall deem advisable.

(e) A resignation or removal of the Collateral Agent and appointment of a successor Collateral Agent shall become effective only upon the successor Collateral Agent's acceptance of appointment as provided in this Section 11.06(e). The Collateral Agent may resign in writing at any time by so notifying the Company, the Trustee and each trustee, agent or representative of holders of Notes Priority Lien Obligations at least 30 days prior to the proposed date of resignation. The Company may remove the Collateral Agent if: (i) the Collateral Agent is removed as Trustee under this Indenture; (ii) the Collateral Agent (x) fails to meet the requirements for being a Trustee under Section 7.09 (prior to the discharge or defeasance of this Indenture) and (y) following the discharge or defeasance of this Indenture, fails to meet the requirements for being the trustee, agent or representative of holders of any extant Notes Priority Lien Obligations; (iii) the Collateral Agent is adjudged a bankrupt or an insolvent or an order for relief is entered with respect to the Collateral Agent under any Bankruptcy Law; (iv) a custodian or public officer takes charge of the Collateral Agent or its property; or (v) the Collateral Agent becomes incapable of acting. If the Collateral Agent resigns or is removed or if a vacancy exists in the office of Collateral Agent for any reason, the Company shall promptly appoint a successor Collateral Agent which complies with the eligibility requirements contained in this Indenture and each indenture, credit agreement or other agreements which any Notes Priority Lien Obligations (other than Additional Notes) are incurred. If a successor Collateral Agent does not take office within 10 days after the retiring Collateral Agent resigns or is removed, the retiring Collateral Agent, the Company or the holders of at least 10% in principal amount of the then outstanding principal amount of (x) the Notes (other than any Additional Notes except to the extent constituting Notes Priority Lien Obligations) and (y) Notes Priority Lien Obligations (to the extent the trustee, agent or representative of holders of such Notes Priority Lien Obligations executed a joinder to the applicable Security Documents) may petition any court of competent jurisdiction for the appointment of a successor Collateral Agent. A successor Collateral Agent shall deliver a written acceptance of its appointment to the retiring Collateral Agent and to the

Company. Thereupon, the resignation or removal of the retiring Collateral Agent shall become effective, and the successor Collateral Agent shall have all the rights, powers and the duties of the Collateral Agent under this Indenture and the Security Documents. The successor Collateral Agent shall provide a notice of its succession to the Trustee and each trustee, agent or representative of holders of Notes Priority Lien Obligations. The retiring Collateral Agent shall promptly transfer all property held by it as Collateral Agent to the successor Collateral Agent; *provided* that all sums owing to the Collateral Agent hereunder have been paid. Notwithstanding replacement of the Collateral Agent pursuant to this Section 11.06(e), the Company's obligations under this Section 11.06 and Section 11.10 shall continue for the benefit of the retiring Collateral Agent. If the Collateral Agent resigns or is removed, such resignation or removal will not constitute a resignation or removal of the Trustee hereunder (unless the Trustee resigns or is otherwise removed pursuant to Section 7.07).

(f) The Trustee shall initially act as Collateral Agent and shall be authorized to appoint co-Collateral Agents as necessary in its sole discretion. Except as otherwise explicitly provided herein or in the Security Documents, neither the Collateral Agent nor any of its officers, directors, employees or agents shall be liable for failure to demand, collect or realize upon any of the Collateral or for any delay in doing so or shall be under any obligation to sell or otherwise dispose of any Collateral upon the request of any other Person or to take any other action whatsoever with regard to the Collateral or any part thereof. The Collateral Agent shall be accountable only for amounts that it actually receives as a result of the exercise of such powers, and neither the Collateral Agent nor any of its officers, directors, employees or agents shall be responsible for any act or failure to act hereunder, except for its own willful misconduct, gross negligence or bad faith.

(g) The Trustee, as such and as Collateral Agent, is authorized and directed by the Holders and the Holders by acquiring the Notes and deemed to have authorized the Trustee and Collateral Agent to (i) enter into the Security Documents, (ii) bind the Holders on the terms as set forth in the Security Documents and (iii) perform and observe its obligations under the Security Documents.

(h) The Collateral Agent shall have no obligation whatsoever to the Trustee or any of the Holders to assure that the Collateral exists or is owned by the Company and the Guarantors or is cared for, protected or insured or has been encumbered, or that the Collateral Agent's Liens have been properly or sufficiently or lawfully created, perfected, protected, maintained or enforced or are entitled to any particular priority, or to determine whether all of the grantor's property constituting collateral intended to be subject to the Lien and security interest of the Security Documents has been properly and completely listed or delivered, as the case may be, or the genuineness, validity, marketability or sufficiency thereof or title thereto, or to exercise at all or in any particular manner or under any duty of care, disclosure or fidelity, or to continue exercising, any of the rights, authorities and powers granted or available to the Collateral Agent pursuant to this Indenture or any Security Document, it being understood and agreed that in respect of the Collateral, or any act, omission or event related thereto, the Collateral Agent may act in any manner it may deem appropriate, in its sole discretion given the Collateral Agent's own interest in the Collateral, and that the Collateral Agent shall have no other duty or liability whatsoever to the Trustee or any Holder as to any of the foregoing.

(i) The Collateral Agent (i) shall not be liable for any action it takes or omits to take in good faith which it reasonably believes to be authorized or within its rights or powers, or for any error of judgment made in good faith by an authorized officer, unless it is proved that the Collateral Agent was grossly negligent in ascertaining the pertinent facts, (ii) shall not be liable for interest on any money received by it except as the Collateral Agent may agree in writing with the Company (and money held in trust by the Collateral Agent need not be segregated from other funds except to the extent required by law), and (iii) may consult with counsel of its selection and the advice or opinion of such counsel as to matters of law shall be full and complete authorization and protection from liability in respect of any action taken, omitted or suffered by it in good faith and in accordance with the advice or opinion of such counsel. The grant of permissive rights or powers to the Collateral Agent shall not be construed to impose duties to act.

SECTION 11.07. Purchaser Protected.

No purchaser or grantee of any property or rights purporting to be released shall be bound to ascertain the authority of the Collateral Agent or Trustee to execute the release or to inquire as to the existence of any conditions herein prescribed for the exercise of such authority so long as the conditions set forth in Section 11.04 have been satisfied.

SECTION 11.08. Authorization of Actions to be Taken by the Collateral Agent Under the Security Documents.

(a) Each Holder of Notes, by accepting such Note, agrees that the Collateral Agent shall be entitled to the rights, privileges, protections, immunities, indemnities and benefits provided to the Collateral Agent by the Security Documents. Furthermore, each holder of a Note, by accepting such Note, consents to the terms of and authorizes and directs the Trustee (in each of its capacities) and the Collateral Agent to enter into and perform the Security Documents in each of its capacities thereunder.

(b) The Collateral Agent and the Trustee are authorized and empowered to receive for the benefit of the Holders of Notes and the holders of any other Notes Priority Lien Obligations or ABL Priority Lien Obligations any funds collected or distributed under the Security Documents to which the Collateral Agent or Trustee is a party and to make further distributions of such funds to the Holders of Notes, any other Notes Priority Lien Obligations or ABL Priority Lien Obligations according to the provisions of this Indenture, and the Security Documents.

(c) Subject to the provisions of Section 7.01 and Section 7.02 hereof, and the Security Documents, the Trustee may, in its sole discretion and without the consent of the Holders, direct, on behalf of the Holders, the Collateral Agent to take all actions it deems necessary or appropriate in order to:

(i) foreclose upon or otherwise enforce any or all of the Notes Priority Liens;

(ii) enforce any of the terms of the Security Documents to which the Collateral Agent or Trustee is a party; or

(iii) collect and receive payment of any and all Obligations.

Subject to the Intercreditor Agreement, the Trustee is authorized and empowered to institute and maintain, or direct the Collateral Agent to institute and maintain, such suits and proceedings as it may deem expedient to protect or enforce the Notes Priority Liens or the Security Documents to which the Collateral Agent or Trustee is a party or to prevent any impairment of Collateral by any acts that may be unlawful or in violation of the Security Documents to which the Collateral Agent or Trustee is a party or this Indenture, and such suits and proceedings as the Trustee or the Collateral Agent may deem expedient to preserve or protect its interests and the interests of the Holders of Notes in the Collateral, including power to institute and maintain suits or proceedings to restrain the enforcement of or compliance with any legislative or other governmental enactment, rule or order that may be unconstitutional or otherwise invalid if the enforcement of, or compliance with, such enactment, rule or order would impair the Notes Priority Liens on the Collateral or be prejudicial to the interests of Holders, the Trustee or the Collateral Agent.

SECTION 11.09. Powers Exercisable by Receiver or Collateral Agent.

In case the Collateral shall be in the possession of a receiver or trustee, lawfully appointed, the powers conferred in this Article Eleven upon the Company or any Guarantor, as applicable, with respect to the release, sale or other disposition of such property may be exercised by such receiver or trustee, and an instrument signed by such receiver or trustee shall be deemed the equivalent of any similar instrument of the Company or any Guarantor, as applicable, or of any officer or officers thereof required by the provisions of this Article Eleven.

SECTION 11.10. Compensation and Indemnification.

The Collateral Agent shall be entitled to the compensation and indemnification set forth in Section 7.06 (with the references to the Trustee therein being deemed to refer to the Collateral Agent).

ARTICLE TWELVE

APPLICATION OF TRUST MONIES

SECTION 12.01. Collateral Account.

No later than 30 days following the earlier of (i) the first date on which the Company or any Guarantor receives any Net Proceeds from an Asset Sale of Collateral (other than, prior to the Discharge of ABL Obligations, ABL Priority Collateral) and (ii) the first date on which the Trustee or the Collateral Agent receives any Trust Monies, there shall be established and, at all times thereafter until this Indenture shall have terminated, there shall be maintained the Collateral Account as set forth in the following paragraph.

The Collateral Account shall be established and maintained by the Collateral Agent at the office of the Collateral Agent or as a deposit account or securities account with a third-party depositary bank or securities intermediary subject to a control agreement in favor of the Collateral Agent. For the avoidance of doubt, no other deposit account or securities account shall be, or shall be deemed to be, the Collateral Account and Trust Monies shall include only

cash and Cash Equivalents required to be deposited into the Collateral Account pursuant to the terms of this Indenture.

The Company shall cause all such Net Proceeds specified in clause (i) of the first paragraph of this Section 12.01 to be deposited in the Collateral Account and any such Trust Monies, together with any Trust Monies received directly by the Trustee or Collateral Agent as contemplated by clause (ii) of the first paragraph of this Section 12.01, shall be held in the Collateral Account for the benefit of the Collateral Agent and for the benefit of the Secured Parties (as defined in the Security Documents) as a part of the Collateral until released in accordance with this Article Twelve.

SECTION 12.02. Withdrawal of Net Cash Proceeds to Fund a Net Proceeds Offer .

To the extent that any Trust Monies consist of Net Cash Proceeds received by the Collateral Agent pursuant to the provisions of Section 4.10 and a Net Proceeds Offer has been made in accordance therewith, such Trust Monies may be withdrawn by the Company and shall be paid by the Trustee to the Paying Agent for application in accordance with Section 4.10 upon written notice by the Company to the Trustee and upon receipt by the Trustee and the Collateral Agent of an Officer's Certificate, dated not more than 30 days prior to the date of purchase, stating:

(1) that no Event of Default shall have occurred and be continuing;

(2) (x) that such Trust Monies constitute Net Cash Proceeds, (y) that pursuant to and in accordance with Section 4.10, the Company has made a Net Proceeds Offer and (z) the amount of Net Cash Proceeds, as applicable, to be applied to the repurchase of the Notes and Notes Priority Lien Obligations pursuant to the a Net Proceeds Offer;

(3) the date of purchase; and

(4) that all conditions precedent and covenants herein provided for relating to such application of Trust Monies have been complied with. Upon compliance with the foregoing provisions of this Section 12.02, the Trustee shall apply the Trust Monies as directed and specified by the Company.

SECTION 12.03. Withdrawal of Trust Monies for Investment in Replacement Assets.

In the event the Company intends to reinvest Net Cash Proceeds of an Asset Sale in assets in compliance with Section 4.10 ("Replacement Assets"), such Net Cash Proceeds constituting Trust Monies (the "Released Trust Monies") may be withdrawn by the Company and shall be paid by the Collateral Agent to the Company upon receipt by the Trustee and the Collateral Agent of the following:

(a) A notice from the Company (i) referring to this Section 12.03, (ii) containing all documents referred to below, (iii) setting forth the amount of the Released Trust Monies and (iv) describing in reasonable detail the Replacement Assets to be invested in with respect to the Released Trust Monies; and

(b) An Officer's Certificate certifying that (i) such Trust Monies constitute Net Cash Proceeds and are being reinvested in compliance with Section 4.10, (ii) the release of the Released Trust Monies complies with the terms and conditions of this Indenture, (iii) there is no Event of Default (both before and after investing in the Replacement Assets) in effect or continuing on the date thereof and (iv) all conditions precedent herein to such release have been complied with.

Upon compliance with the foregoing provisions of this Section 12.03, the Trustee shall apply the Released Trust Monies as directed and specified by the Company.

SECTION 12.04. Investment of Trust Monies.

So long as no Event of Default shall have occurred and be continuing, all or any part of any Trust Monies held by (or held in account subject to the sole control of) the Collateral Agent shall from time to time be invested or reinvested by the Collateral Agent in any Cash Equivalents pursuant to a written direction by the Company in the form of an Officer's Certificate, which shall specify the Cash Equivalents in which such Trust Monies shall be invested and shall certify that such investments constitute Cash Equivalents; and the Collateral Agent shall sell any such Cash Equivalent only upon receipt of such a written request by the Company specifying the particular Cash Equivalent to be sold. So long as no Event of Default occurs and is continuing, any interest or dividends accrued, earned or paid on such Cash Equivalents (in excess of any accrued interest or dividends paid at the time of purchase) that may be received by the Collateral Agent shall be forthwith paid to the Company. Such Cash Equivalents shall be held by the Collateral Agent as a part of the Collateral, subject to the same provisions hereof as the cash used by it to purchase such Cash Equivalents.

The Trustee and Collateral Agent shall not be liable or responsible for any loss resulting from such investments or sales except only for its own negligent action, its own negligent failure to act or its own willful misconduct in complying with this Section 12.04.

SECTION 12.05. Use of Trust Monies; Retirement of Notes.

At the written direction of the Company, the Collateral Agent shall apply Trust Monies not required to be applied to fund a Net Proceeds Offer and not being held pending application in connection with the acquisition of Replacement Assets pursuant to Section 4.10 from time to time to (x) any other reinvestment permitted under this Indenture or as otherwise required by the Intercreditor Agreement or (y) the payment of the principal of, premium, and interest on, any Notes and any other Notes Priority Lien Obligations by lot or by such other method as the Trustee shall deem to be fair and appropriate (in such manner as complies with applicable Legal Requirements and *provided* that the Trustee shall not select Notes or such other Notes Priority Lien Obligations for purchase which would result in a Holder with a principal amount of Notes or such other Notes Priority Lien Obligations less than the applicable minimum denomination to the extent practicable), on the maturity date or the purchase thereof upon tender or in the open market or at private sale or upon any exchange or in any one or more of such ways, including, without limitation, pursuant to a Change of Control Offer or a Net Proceeds Offer upon receipt by the Trustee and the Collateral Agent of the following:

(a) in the case such moneys are to be applied pursuant to clause (y) above, Board Resolutions of the Company directing the application pursuant to this Section 12.05 of a specified amount of Trust Monies, designating the Notes and other Notes Priority Lien Obligations so to be paid and prescribing the method of purchase, the price or prices to be paid and the maximum aggregate principal amount of Notes and other Notes Priority Lien Obligations to be purchased and any other provisions of this Indenture governing such purchase;

(b) an Officer's Certificate, dated not more than 10 days prior to the date of the relevant application, stating:

(1) that no Event of Default exists unless such Event of Default would be cured thereby; and

(2) that all conditions precedent and covenants herein provided for relating to such application of Trust Monies have been complied with; and

(c) an Opinion of Counsel stating that all conditions precedent herein provided for relating to such application of Trust Monies have been complied with.

Upon compliance with the foregoing provisions of this Section 12.05, the Collateral Agent shall apply Trust Monies as directed and specified by such resolution of the Board of Directors of the Company.

A Board Resolution of the Company expressed to be irrevocable directing the application of Trust Monies under this Section 12.05 to the payment of the principal of, premium and interest on the Notes and any other Notes Priority Lien Obligations shall for all purposes of this Indenture be deemed the equivalent of the deposit of money with the Collateral Agent in trust for such purpose. Such Trust Monies and any cash deposited with the Collateral Agent pursuant to clause (c) of this Section 12.05 for the payment of accrued interest shall not, after compliance with the foregoing provisions of this Section 12.05, be deemed to be part of the Collateral or Trust Monies.

SECTION 12.06. Disposition of Notes Retired.

All Notes received by the Trustee and for whose purchase Trust Monies are applied under Section 12.05, if not otherwise cancelled, shall be promptly delivered to the Trustee for cancellation and destruction in accordance with the Trustee's customary procedures.

ARTICLE THIRTEEN

CONVERSION

SECTION 13.01. Conversion Privilege; Restrictive Legends.

(a) Subject to the provisions of this Article Thirteen and the other provisions of this Indenture, including Section 2.06 hereof, at any time and from time to time, each Holder shall have the right to convert all or any portion of the Notes at such Holder's option into a number of shares of Company Common Stock as described under Section 13.02(a)(1).

(b) The Conversion Rate shall be subject to adjustment in accordance with Sections 13.05 through 13.13.

(c) A Holder may convert a portion of the principal amount of a Note if such portion is $1.00 principal amount or an integral multiple of $1.00 in excess thereof. Provisions of this Indenture that apply to conversion of all of a Note also apply to conversion of a portion of such Note.

(d) Any shares of Company Common Stock that are issued upon conversion of a Note that bears the Private Placement Legend shall also bear the Private Placement Legend. Any shares of Company Common Stock that are issued upon conversion of a Note that does not bear the Private Placement Legend shall also not bear the Private Placement Legend. Upon the transfer, exchange or replacement of shares of Company Common Stock not bearing the Private Placement Legend, the registrar and transfer agent for the Company Common Stock shall deliver Company Common Stock that do not bear the Private Placement Legend. Upon the transfer, exchange or replacement of shares of Company Common Stock bearing the Private Placement Legend, the registrar and transfer agent for the Company Common Stock shall deliver only Company Common Stock that bear the Private Placement Legend unless (i) the requested transfer is after the Resale Restriction Termination Date or (ii) there is delivered to the Company and the registrar and transfer agent for the Company Common Stock an Opinion of Counsel reasonably satisfactory to the Company and addressed to the Company to the effect that neither such legend nor the related restrictions on transfer are required in order to maintain compliance with the provisions of the Securities Act.

(e) Upon receipt of shares of Company Common Stock, a holder of such shares of Company Common Stock shall become a party to the Stockholders Agreement and such shares of Company Common Stock shall be made subject to the Stockholders Agreement, including the transfer restrictions set forth therein, if such holder is not already a party to the Stockholders Agreement and such shares of Company Common Stock would not automatically become subject to the Stockholders Agreement.

(f) Notwithstanding any other provision of this Indenture, the Person in whose name the certificate for any shares of Company Common Stock delivered upon conversion is registered shall be treated as a stockholder of record as of the close of business on the relevant Conversion Date. Upon a conversion of Notes, such Person shall no longer be a Holder of such Notes surrendered for conversion.

SECTION 13.02. Conversion Procedure and Payment upon Conversion.

(a) To convert a Note, a Holder must satisfy the requirements of paragraph 8 of the Notes. In addition, such Holder shall execute and deliver a joinder to the Stockholders Agreement with respect to the shares of Company Common Stock to be received upon conversion, to the extent that such shares of Company Common Stock are not already subject to the Stockholders Agreement absent such joinder. If a Note is tendered for conversion in accordance with this Article Thirteen, then:

(1) the Company shall deliver, through the Conversion Agent, to each converting Holder a number of shares of Company Common Stock equal to (i) the aggregate principal amount of Notes to be converted, *multiplied by* (ii) the Conversion Rate in effect on the relevant Conversion Date *(provided* that the Company shall deliver cash in lieu of fractional shares as described in clause (2) below);

(2) The Company will not issue a fractional share of Company Common Stock upon conversion of a Note. Instead, the Company shall pay cash in lieu of fractional shares based on the Per Share FMV of Company Common Stock on the Conversion Date.

The Company shall deliver the shares of Company Common Stock due upon conversion, together with cash in lieu of fractional shares, to each converting Holder on the third Business Day following the Conversion Date.

(b) Except as provided in the Notes or in this Article Thirteen, no payment or adjustment will be made for accrued interest on a converted Note or for dividends on any Company Common Stock issued on or prior to conversion. If any Holder surrenders a Note for conversion after the close of business on the record date for the payment of an installment of interest and prior to the related interest payment date, then, notwithstanding such conversion, the interest payable with respect to such Note on such interest payment date shall be paid on such interest payment date to the Holder of record of such Note at the close of business on such record date; *provided, however,* that such Note, when surrendered for conversion, must be accompanied by payment to the Conversion Agent on behalf of the Company of an amount equal to the interest payable on such interest payment date on the portion so converted unless either (i) the Company shall have, in respect of a Change of Control, specified a Change of Control Payment Date which is after such record date and on or before such interest payment date; or (ii) such Note is surrendered for conversion after the close of business on the record date immediately preceding the Maturity Date; *provided further, however,* that, if the Company shall have, prior to the Conversion Date with respect to a Note, defaulted in a payment of interest on such Note, then in no event shall the Holder of such Note who surrenders such Note for conversion be required to pay such default interest or the interest that shall have accrued on such default interest pursuant to Section 2.14 or otherwise (it being understood that nothing in this Section 13.02(b) shall affect the Company's obligations under Section 2.12).

(c) If a Holder converts more than one Note at the same time, the number of full shares of Company Common Stock issuable upon such conversion, if any, shall be based on the total principal amount of all Notes converted.

(d) Upon surrender of a Note that is converted in part, the Trustee shall authenticate for the Holder a new Note equal in principal amount to the unconverted portion of the Note surrendered.

(e) If the last day on which a Note may be converted is a not a Business Day in a place where a Conversion Agent is located, the Note may be surrendered to that Conversion Agent on the next succeeding day that is a Business Day.

SECTION 13.03. Taxes on Conversion.

If a Holder converts its Note, the Company shall pay any documentary, stamp or similar issue or transfer tax or duty due on the issue, if any, of shares of Company Common Stock upon the conversion. However, such Holder shall pay any such tax, duty or transfer fee which is due because such shares are issued in a name other than such Holder's name. The Conversion Agent may refuse to deliver a certificate representing the Company Common Stock to be issued in a name other than such Holder's name until the Conversion Agent receives a sum sufficient to pay any tax or duty which will be due because such shares are to be issued in a name other than such Holder's name. Nothing herein shall preclude any tax withholding required by law or regulation.

SECTION 13.04. Company to Provide Company Common Stock.

The Company shall at all times reserve out of its authorized but unissued Company Common Stock enough Company Common Stock to permit the conversion, in accordance herewith, of all of the Notes into Company Common Stock.

All Company Common Stock which may be issued upon conversion of the Notes shall be validly issued, fully paid and non-assessable and shall be free of preemptive or similar rights and free of any lien or adverse claim.

The Company shall comply with all securities laws regulating the offer and delivery of Company Common Stock upon conversion of Notes and shall list such shares on each national securities exchange or automated quotation system on which the Company Common Stock are then listed, if any.

SECTION 13.05. Adjustment of Conversion Rate.

The Conversion Rate shall be subject to adjustment from time to time, without duplication, upon the occurrence of any of the following events:

(a) If the Company issues Company Common Stock as a dividend or distribution on the Company Common Stock, or if the Company effects a share split or share combination, the Conversion Rate shall be adjusted based on the following formula:

$$CR' = CR_0 \times \frac{OS'}{OS_0}$$

where

CR_0 = the Conversion Rate in effect immediately prior to the open of business on the Ex Date for such dividend or distribution, or the open of business on the effective date of such share split or share combination, as the case may be;

CR' = the Conversion Rate in effect immediately after the open of business on the Ex Date for such dividend or distribution, or the open of business on the effective date of such share split or share combination, as the case may be;

OS_0 = the number of shares of Company Common Stock outstanding immediately prior to the open of business on the Ex Date for such dividend or distribution, or the open of business on the effective date of such share split or share combination, as the case may be; and

OS' = the number of shares of Company Common Stock outstanding immediately after such dividend or distribution, or such share split or share combination, as the case may be.

Any adjustment made under this Section 13.05(a) shall become effective immediately after the open of business on the Ex Date for such dividend or distribution, or immediately after the open of business on the effective date for such share split or share combination, as the case may be. If any dividend or distribution of the type described in this Section 13.05(a) is declared but not so paid or made, or any share split or combination of the type described in this Section 13.05(a) is announced but the outstanding shares of Company Common Stock are not split or combined, as the case may be, the Conversion Rate shall be immediately readjusted, effective as of the date the Board of Directors of the Company determines not to pay such dividend or distribution, or not to split or combine the outstanding shares of Company Common Stock, as the case may be, to the Conversion Rate that would then be in effect if such dividend, distribution, share split or share combination had not been declared or announced.

(b) If the Company issues additional shares of Company Common Stock (including through the issuance, either as a dividend or distribution on shares of Company Common Stock or otherwise, of derivative securities with respect to the Company Common Stock that will result in the issuance of additional shares of Company Common Stock upon the exercise or conversion thereof), other than the issuance of Company Common Stock as a dividend or distribution for which an adjustment is required to be made pursuant to paragraph (a) above, without consideration or for a consideration per share less than the Per Share FMV as of the Trading Day immediately preceding (i) in the case of an issuance of rights options or warrants to subscribe for additional shares of Company Common Stock as a dividend or distribution to substantially all holders of Company Common Stock (each, a "Rights Distribution"), the close of business on the Ex Date with respect to such Rights Distribution, or (ii) in the case of all other issuances of additional shares of Company Common Stock or derivative securities, the date of announcement of such issue (the time described in clause (i) or (ii), the "Additional Issuance Time"), the Conversion Rate shall be increased based on the following formula:

$$CR' = CR_0 \times \frac{OS_0 + X}{OS_0 + Y}$$

where

CR_0 = the Conversion Rate in effect immediately prior to the Additional Issuance Time;

CR' = the Conversion Rate in effect immediately after the Additional Issuance Time;

OS_0 = the number of shares of Company Common Stock that are outstanding immediately prior to the Additional Issuance Time;

X = the total number of additional shares of Company Common Stock to be issued (calculated on an as-converted or as-exercised basis, in the case of derivative securities); and

Y = the number of shares of Company Common Stock equal to the aggregate consideration received by the Company for such additional shares of Company Common Stock (and/or derivative securities), *divided by* the Per Share FMV as of the Trading Day immediately preceding the Company's announcement of such issuance.

The Conversion Rate, as adjusted as provided above, shall be further adjusted to equal the quotient of (x) $1.00 *divided* by (y) the consideration per share received by the Company for such issue of such additional shares of Company Common Stock, if such quotient is higher than the Conversion Rate as adjusted as provided above; *provided* that if the relevant issuance of additional shares of Company Common Stock or derivative securities was without consideration, then the Board of Directors of the Company, acting reasonably and in good faith, shall determine the appropriate adjustment to the Conversion Rate, including, without limitation, making an adjustment as provided in paragraph (a) above.

In determining whether an issuance of additional shares of Company Common Stock for a consideration per share less than the Per Share FMV as of the Trading Day immediately preceding the date of announcement of such issue, there shall be taken into account any consideration received by the Company for additional shares of Company Common Stock or derivative securities and any amount payable on exercise or conversion of any such derivative securities, the value of such consideration, if other than cash, to be determined by the Board of Directors of the Company.

Any increase in the Conversion Rate pursuant to this Section 13.05(b) shall take effect as of the Additional Issuance Time.

Any increase made under this Section 13.05(b) with respect a Rights Distribution shall be made successively whenever any additional Rights Distributions occur and shall become effective immediately after the open of business on the Ex Date for such Rights Distribution. The Company shall not make a Rights Distribution in respect of Company Common Stock held in treasury by the Company. To the extent that Company Common Stock is not delivered after the expiration of such rights, options or warrants issued in a Rights Distribution, the Conversion Rate shall be readjusted to the Conversion Rate that would then be in effect had the increase with

respect to the Rights Distribution been made on the basis of delivery of only the number of shares of Company Common Stock actually delivered. If such rights, options or warrants subject to Rights Distribution are not so distributed, the Conversion Rate shall be decreased to be the Conversion Rate that would then be in effect if such Ex Date for such Rights Distribution had not occurred.

(c) If the Company distributes shares of its Capital Stock, evidences of its indebtedness or other of its assets, securities or property, but excluding (i) dividends or distributions covered by Sections 13.05(a) and 13.05(b), (ii) dividends or distributions paid exclusively in cash covered by Section 13.05(d), and (iii) Spin-Offs to which the provisions set forth in the latter portion of this Section 13.05(c) shall apply (any of such shares of Capital Stock, indebtedness or other assets, Notes or property, the "Distributed Property"), to all or substantially all holders of Company Common Stock, then, in each such case the Conversion Rate shall be increased based on the following formula:

$$CR' = CR_0 \times \frac{SP_0}{SP_0 - FMV}$$

where

CR_0 =	the Conversion Rate in effect immediately prior to the open of business on the Ex Date for such distribution;
CR' =	the Conversion Rate in effect immediately after the open of business on the Ex Date for such distribution;
SP_0 =	the Per Share FMV of the Company Common Stock as of the Trading Day immediately preceding the Ex Date for such distribution; and
FMV =	the fair market value (as determined by the Board of Directors of the Company) of the Distributable Property distributable with respect to each outstanding share of Company Common Stock as of the open of business on the Ex Date for such distribution.

Notwithstanding the foregoing, if "FMV" (as defined above) is equal to or greater than the "SP_0" (as defined above), in lieu of the foregoing increase, each Holder shall receive, for each $1.00 principal amount of Notes, at the same time and upon the same terms as the holders of the Company Common Stock, the amount and kind of Distributed Property that such Holder would have received as if such Holder owned a number of shares of Company Common Stock equal to the Conversion Rate in effect on the Ex Date for such distribution.

Any increase made under the portion of this Section 13.05(c) above shall become effective immediately after the open of business on the Ex Date for such distribution. If such distribution is not so paid or made, the Conversion Rate shall be decreased to be the Conversion Rate that would then be in effect if such dividend or distribution had not been declared.

With respect to an adjustment pursuant to this Section 13.05(c) where there has been a payment of a dividend or other distribution on the Company Common Stock of any class or series, or similar equity interest, of or relating to a Subsidiary or other business unit of the Company, where such Capital Stock or similar equity interest is listed or quoted (or will be listed or quoted upon consummation of the Spin-Off) on a U.S. national securities exchange (a "Spin-Off"), the Conversion Rate in effect immediately before 5:00 p.m., New York City time, on the 10th Trading Day immediately following, and including, the Ex Date of the Spin-Off shall be increased based on the following formula:

$$CR' = CR_0 \times \frac{FMV_0 + MP_0}{MP_0}$$

CR_0 = the Conversion Rate in effect immediately prior to the open of business on the Ex Date for the Spin-Off;

CR' = the Conversion Rate in effect immediately after the open of business on the Ex Date for the Spin-Off;

FMV_0 = the Per Share FMV of the Capital Stock or similar equity interest distributed to holders of the Company Common Stock applicable to one share of Company Common Stock as of the 10th Trading Day immediately following, and excluding, the Ex Date for the Spin-Off; and

MP_0 = the Per Share FMV of the Company Common Stock as of the 10th Trading Day immediately following, and excluding, the Ex Date for the Spin-Off.

The adjustment to the Conversion Rate under the preceding paragraph shall be determined on the 10th Trading Day immediately following, and excluding, the Ex Date for the Spin-Off but shall be given retroactive effect as of the open of business on the Ex Date for the Spin-Off; *provided* that, for purposes of determining the Conversion Rate, in respect of any conversion during the 10 Trading Days immediately following, and excluding, the effective date of any Spin-Off, references in the portion of this Section 13.05(c) related to Spin-Offs to 10 consecutive Trading Days shall be deemed replaced with such lesser number of consecutive Trading Days as have elapsed between the effective date of such Spin-Off and the Conversion Date for such conversion.

Rights, options or warrants distributed by the Company to all holders of its shares of Company Common Stock entitling the holders thereof to subscribe for or purchase shares of the Company's Capital Stock, including Company Common Stock (either initially or under certain circumstances), which rights, options or warrants, until the occurrence of a specified event or events ("Trigger Event"): (i) are deemed to be transferred with such Company Common Stock; (ii) are not exercisable; and (iii) are also issued in respect of future issuances of the shares Company Common Stock, shall be deemed not to have been distributed for purposes of this Section 13.05(c) (and no adjustment to the Conversion Rate under this Section 13.05(c) will be required) until the occurrence of the earliest Trigger Event, whereupon such rights, options or warrants shall be deemed to have been distributed and an appropriate adjustment (if any is

required) to the Conversion Rate shall be made under this Section 13.05(c). If any such right, option or warrant, including any such existing rights, options or warrants distributed prior to the date of this Indenture, are subject to events, upon the occurrence of which such rights, options or warrants become exercisable to purchase different Notes, evidences of indebtedness or other assets, then the date of the occurrence of any and each such event shall be deemed to be the date of distribution and Ex Date with respect to new rights, options or warrants with such rights (and a termination or expiration of the existing rights, options or warrants without exercise by any of the holders thereof. In addition, in the event of any distribution (or deemed distribution) of rights, options or warrants, or any Trigger Event or other event (of the type described in the preceding sentence) with respect thereto that was counted for purposes of calculating a distribution amount for which an adjustment to the Conversion Rate under this Section 13.05(c) was made, (1) in the case of any such rights, options or warrants that shall all have been redeemed or repurchased without exercise by any holders thereof, the Conversion Rate shall be readjusted upon such final redemption or repurchase to give effect to such distribution or Trigger Event, as the case may be, as though it were a cash distribution, equal to the per share redemption or repurchase price received by a holder or holders of shares of Company Common Stock with respect to such rights, options or warrants (assuming such holder had retained such rights, options or warrants), made to all holders of shares of Company Common Stock as of the date of such redemption or repurchase, and (2) in the case of such rights, options or warrants that shall have expired or been terminated without exercise by any holders thereof, the Conversion Rate shall be readjusted as if such rights, options or warrants had not been issued.

For purposes of Section 13.05(a), Section 13.05(b) and this Section 13.05(c), if any dividend or distribution to which this Section 13.05(c) is applicable also includes one or both of:

(i) a dividend or distribution of Company Common Stock to which Section 13.05(a) is applicable (the "Clause A Distribution"); or

(ii) a dividend or distribution of rights, options or warrants to which Section 13.05(b) is applicable (the "Clause B Distribution"),

then (1) such dividend or distribution, other than the Clause A Distribution and the Clause B Distribution, shall be deemed to be a dividend or distribution to which this Section 13.05(c) is applicable (the "Clause C Distribution") and any Conversion Rate adjustment required by this Section 13.05(c) with respect to such Clause C Distribution shall then be made and (2) the Clause A Distribution and Clause B Distribution shall be deemed to immediately follow the Clause C Distribution and any Conversion Rate adjustment required by Section 13.05(a) and Section 13.05(b) with respect thereto shall then be made, except that, if determined by the Board of Directors of the Company (X) the Ex Date of the Clause A Distribution and the Clause B Distribution shall be deemed to be the Ex Date of the Clause C Distribution and (Y) any Company Common Stock included in the Clause A Distribution or Clause B Distribution shall be deemed not to be "outstanding immediately prior to the open of business on the Ex Date for such dividend or distribution, or the open of business on the effective date of such share split or share combination, as the case may be" within the meaning of Section 13.05(a) or "outstanding immediately prior to the open of business on the Ex Date for such distribution" within the meaning of Section 13.05(b).

In no event shall the Conversion Rate be decreased pursuant to this Section 13.05(c).

(d) If any cash dividend or distribution is made to all or substantially all holders of shares of Company Common Stock, the Conversion Rate shall be increased based on the following formula:

$$CR' = CR_0 \times \frac{SP_0}{SP_0 - C}$$

where

CR_0 = the Conversion Rate in effect immediately prior to the open of business on the Ex Date for such dividend or distribution;

CR' = the Conversion Rate in effect immediately after the open of business on the Ex Date for such dividend or distribution;

SP_0 = the Per Share FMV of the Company Common Stock as of the Ex Date for such dividend or distribution; and

C = the amount in cash per share of Company Common Stock the Company distributes to holders of its Company Common Stock.

Such increase shall become effective immediately after the open of business on the Ex Date for such dividend or distribution. If such dividend or distribution is not so paid, the Conversion Rate shall be decreased to be the Conversion Rate that would then be in effect if such dividend or distribution had not been declared.

Notwithstanding the foregoing, if "C" (as defined above) is equal to or greater than "SP_0" (as defined above), in lieu of the foregoing increase, each Holder of a Note shall receive, for each $1.00 principal amount of Notes, at the same time and upon the same terms as holders of the Company Common Stock, the amount of cash such Holder would have received as if such Holder owned a number of Company Common Stock equal to the Conversion Rate on the Ex Date for such dividend or distribution.

In no event shall the Conversion Rate be decreased pursuant to this Section 13.05(d).

(e) If the Company or any of its Subsidiaries makes a payment in respect of a tender offer or exchange offer for the Company Common Stock, if the cash and value of any other consideration included in the payment per share of Company Common Stock exceeds the Per Share FMV of the Company Common Stock as of the 10th Trading Day after the Trading Day next succeeding the last date on which tenders or exchanges may be made pursuant to such tender or exchange offer (such 10th Trading Day, the "Tender Determination Date"), the Conversion Rate shall be increased based on the following formula:

$$CR' = CR_0 \times \frac{AC + (SP' \times OS')}{OS_0 \times SP'}$$

where

CR_0 = the Conversion Rate in effect immediately prior to the open of business on the Trading Day next succeeding the last date on which tenders or exchanges may be made pursuant to such tender or exchange offer;

CR' = the Conversion Rate in effect immediately after to the open of business on the Trading Day next succeeding the last date on which tenders or exchanges may be made pursuant to such tender or exchange offer;

AC = the aggregate value of all cash and any other consideration (as determined by the Board of Directors of the Company) paid or payable for Company Common Stock purchased in such tender or exchange offer;

OS_0 = the number of shares of Company Common Stock outstanding immediately prior to the date such tender or exchange offer expires (prior to giving effect to such tender offer or exchange offer);

OS' = the number of shares of Company Common Stock outstanding immediately after the date such tender or exchange offer expires (after giving effect to such tender offer or exchange offer); and

SP'= the Per Share FMV of the Company Common Stock as of the Tender Determination Date.

The increase to the Conversion Rate under this Section 13.05(e) shall be determined on the Tender Determination Date but shall be given retroactive effect as of the open of business on the Trading Day next succeeding the last date on which tenders or exchanges may be made pursuant to such tender or exchange offer; *provided* that, for purposes of determining the Conversion Rate, in respect of any conversion during the 10 Trading Days immediately following, but excluding, the date that any such tender or exchange offer expires, references in this Section 13.05(e) or in the definition of Per Share FMV to 10 Trading Days shall be deemed replaced with such lesser number of Trading Days as have elapsed between the date that such tender or exchange offer expires and the Conversion Date for such conversion. In no event shall the Conversion Rate be decreased pursuant to this Section 13.05(e).

(f) Notwithstanding this Section 13.05 or any other provision of this Indenture or the Notes, if a Conversion Rate adjustment becomes effective on any Ex Date, and a Holder that has converted its Notes on or after such Ex Date and on or prior to the related record date would be treated as the record holder of Company Common Stock as of the related Conversion Date as described under Section 13.02 based on an adjusted Conversion Rate for such Ex Date, then, notwithstanding the Conversion Rate adjustment provisions in this Section 13.05, the Conversion Rate adjustment relating to such Ex Date (other than a Conversion Rate adjustment made pursuant to the second paragraph of Section 13.05(b)) shall not be made for such converting

Holder. Instead, such Holder shall be treated as if such Holder were the record owner of the Company Common Stock on an unadjusted basis and participate, following conversion, as a holder of Company Common Stock, in the related dividend, distribution or other event giving rise to such adjustment.

(g) In addition to the foregoing adjustments in subsections (a), (b), (c), (d) and (e) above, the Company may, from time to time and to the extent permitted by law and applicable listing requirements (if any), increase the Conversion Rate by any amount for a period of at least 20 Business Days or any longer period as may be permitted or required by law if the Board of Directors of the Company has made a determination, which determination shall be conclusive, that such increase would be in the best interests of the Company. Such Conversion Rate increase shall be irrevocable during such period. The Company shall give notice to the Trustee and cause notice of such increase to be delivered to each Holder, in accordance with Section 14.01, at least 15 days prior to the date on which such increase commences.

(h) Any such increases in the Conversion Rate by the Board of Directors of the Company shall not, without the approval of Company's shareholders (if required by the rules of the any national or regional exchange or market on which Company Common Stock are then listed or quoted), result in the sale or issuance of 20% (or the highest percentage permitted under applicable listing rules in the case of such other national or regional exchange or market on which Company Common Stock are then listed or quoted) or more of Company Common Stock, or 20% (or the highest percentage permitted under applicable listing rules in the case of such other national or regional exchange or market on which Company Common Stock is then listed or quoted) or more of the voting power, outstanding on the date of this Indenture.

(i) All calculations under this Article Thirteen shall be made to the nearest cent or to the nearest one-ten thousandth of a share, as the case may be.

SECTION 13.06. No Adjustment.

Notwithstanding anything herein or in the Notes to the contrary, in no event shall the Conversion Rate be adjusted:

(a) upon the issuance of any shares of Company Common Stock pursuant to any present or future plan providing for the reinvestment of dividends or interest payable on the Company's securities;

(b) upon the issuance of any shares of Company Common Stock or restricted stock, restricted stock units, non-qualified stock options, incentive stock options or any other options or rights or other derivatives (including stock appreciation rights) to purchase Company Common Stock pursuant to any present or future employee, director or consultant benefit plan or program of, or assumed by, the Company or any of the Subsidiaries;

(c) upon the issuance of any shares of Company Common Stock pursuant to any option, warrant, right or exercisable, exchangeable or convertible security outstanding as of the Issue Date and not described in clause (b) above;

(d) for accrued and unpaid interest and premium, if any;

(e) upon the repurchase of any shares of Company Common Stock pursuant to an open-market stock repurchase program or other buy-back transaction that is not a tender offer or exchange offer of the nature described in Section 13.05;

(f) for any issuance of PIK Notes, any adjustment of the Conversion Rate or the conversion of any Notes as provided in this Indenture; or

(g) for a change in the par value of Company Common Stock.

No adjustment in the Conversion Rate pursuant to Section 13.05 shall be required until cumulative adjustments amount to 1% or more of the Conversion Rate as last adjusted (or, if never adjusted, the initial Conversion Rate); *provided, however,* that any adjustments to the Conversion Rate which by reason of this paragraph are not required to be made shall be carried forward and taken into account in any subsequent adjustment to the Conversion Rate; *provided further*, that at the end of each fiscal year of the Company, beginning with the fiscal year ending on December 31, 2020, any adjustments to the Conversion Rate that have been, and at such time remain, deferred pursuant to this Section 13.06 shall be given effect, and such adjustments, if any, shall no longer be carried forward and taken into account in any subsequent adjustment to the Conversion Rate; *provided further*, that if a Change of Control occurs, then, any adjustments to the Conversion Rate that have been, and at such time remain, deferred pursuant to this Section 13.06 shall be given effect, and such adjustments, if any, shall no longer be carried forward and taken into account in any subsequent adjustment to the Conversion Rate.

If any rights, options or warrants issued by the Company and requiring an adjustment to the Conversion Rate in accordance with Section 13.05 are only exercisable upon the occurrence of certain triggering events, then the Conversion Rate will not be adjusted as provided in Section 13.05 until the earliest of such triggering event occurs. Upon the expiration or termination of any such rights, options or warrants without the exercise of such rights, options or warrants, the Conversion Rate then in effect shall be adjusted immediately to the Conversion Rate which would have been in effect at the time of such expiration or termination had such rights, options or warrants, to the extent outstanding immediately prior to such expiration or termination, never been issued.

If any dividend or distribution is declared and the Conversion Rate is adjusted pursuant to Section 13.05 on account of such dividend or distribution, but such dividend or distribution is thereafter not paid or made, the Conversion Rate shall again be adjusted to the Conversion Rate which would then be in effect had such dividend or distribution not been declared.

No adjustment to the Conversion Rate need be made pursuant to Section 13.05 for a transaction if Holders are to participate in the transaction without conversion on a basis and with notice that the Board of Directors of the Company determines in good faith to be fair and appropriate in light of the basis and notice on which holders of Company Common Stock (or all Holders of Notes) participate in the transaction (which determination shall be described in a Board Resolution).

SECTION 13.07. Other Adjustments.

In the event that, as a result of an adjustment made pursuant to this Article Thirteen, the Holder of any Note thereafter surrendered for conversion shall become entitled to receive any Capital Stock other than Company Common Stock, thereafter the Conversion Rate of such other shares of Capital Stock so receivable upon conversion of any Note shall be subject to adjustment from time to time in a manner and on terms as nearly equivalent as practicable to the provisions with respect to Company Common Stock contained in this Article Thirteen.

SECTION 13.08. Adjustments for Tax Purposes.

Except as prohibited by law or applicable rules, the Company may make such increases in the Conversion Rate, in addition to those required by Section 13.05 hereof, as it determines to be advisable in order that any stock dividend, subdivision of stock, distribution of rights to purchase stock or securities or distribution of securities convertible into or exchangeable for stock made by the Company or to its shareholders will not be taxable to the recipients thereof.

SECTION 13.09. Notice of Adjustment.

Whenever the Conversion Rate is adjusted, the Company shall promptly deliver to Holders, in accordance with Section 14.01, a notice of the adjustment and file with the Trustee an Officer's Certificate briefly stating the facts requiring the adjustment and the manner of computing it. The certificate shall be conclusive evidence of the correctness of such adjustment.

SECTION 13.10. Notice of Certain Transactions.

In the event that:

(a) the Company or any of its Subsidiaries takes any action that would require an adjustment in the Conversion Rate,

(b) the Company or any of its Subsidiaries takes any action that would require a supplemental indenture pursuant to Section 13.11, or

(c) there is a dissolution or liquidation of the Company,

the Company shall as promptly as possible provide to Holders and the Trustee, in accordance with Section 14.01, a written notice stating the proposed record, effective or expiration date, as the case may be, of any transaction referred to in clause (a), (b) or (c) of this Section 13.10. In any event, the Company shall provide such notice at least 10 days before such date; however, failure to provide such notice or any defect therein shall not affect the validity of any transaction referred to in clause (a), (b) or (c) of this Section 13.10. If the Company becomes aware of any other event that requires an adjustment to the Conversion Rate, the Company shall provide such notification of the relevant record, effective or expiration date to Holders and the Trustee as promptly as possible.

SECTION 13.11. Effect of Reclassifications, Consolidations, Mergers, Binding Share Exchanges or Sales on Conversion Privilege.

If any of the following shall occur: (i) any reclassification or change in the Company Common Stock issuable upon conversion of Notes (other than a change in par value, or from par value to no par value, or from no par value to par value, or as a result of a subdivision or combination of Company Common Stock), (ii) any consolidation, amalgamation, statutory arrangement, merger or binding share exchange involving a third party in which the Company is not the surviving party or (iii) any sale, transfer, lease, conveyance or other disposition of all or substantially all of the Company's property or assets, in each case pursuant to which the Company Common Stock would be converted into or exchanged for, or would constitute solely the right to receive, cash, securities or other property, then the Company or such successor or purchasing Person, as the case may be, shall, as a condition precedent to such reclassification, change, consolidation, amalgamation, statutory arrangement, merger, binding share exchange, sale, transfer, lease, conveyance or disposition, execute and deliver to the Trustee a supplemental indenture in form reasonably satisfactory to the Trustee providing that, at and after the effective time of such reclassification, change, consolidation, amalgamation, statutory arrangement, merger, binding share exchange, sale, transfer, lease, conveyance or disposition, the Holder of each Note then outstanding shall have the right to convert such Note into the kind and amount of cash, securities or other property (collectively, "Reference Property") receivable upon such reclassification, change, consolidation, amalgamation, statutory arrangement, merger, binding share exchange, sale, transfer, lease, conveyance or disposition by a holder of a number of shares of Company Common Stock equal to the product of the principal amount of such Note and the Conversion Rate in effect immediately prior to such reclassification, change, consolidation, merger, binding share exchange, sale, transfer, lease, conveyance or disposition (assuming, if holders of shares of Company Common Stock shall have the opportunity to elect the form of consideration to be received pursuant to such reclassification, change, consolidation, merger, binding share exchange, sale, transfer, lease, conveyance or disposition, that the Collective Election shall have been made with respect to such election). If the Reference Property consists solely of cash, such consideration shall be paid by the Company no later than the third Trading Day after the relevant Conversion Date. If holders of Company Common Stock shall have the opportunity to elect the form of consideration to be received pursuant to such reclassification, change, consolidation, amalgamation, statutory arrangement, merger, binding share exchange, sale, transfer, lease, conveyance or disposition, then the Company shall make adequate provision to give Holders, treated as a single class, a reasonable opportunity to elect (the "Collective Election") the form of such consideration for purposes of determining the composition of the Reference Property referred to in the immediately preceding sentence, and once such election is made, such election shall apply to all Holders after the effective time of such reclassification, change, consolidation, amalgamation, statutory arrangement, merger, binding share exchange, sale, transfer, lease, conveyance or disposition.

Notwithstanding any other provision of this Indenture, the Company shall not consent to, enter into an agreement with respect to, consummate, permit to occur or otherwise agree to or allow the occurrence of any of the events specified in clauses (ii) or (iii) above (each, a "Merger Event") without the consent of the Holders of at least 66 2/3% in aggregate principal amount of the outstanding Notes.

The Company shall give notice to the Holders, in accordance with Section 14.01, at least 30 calendar days prior to the effective date of any transaction set forth in this Section 13.11, stating the consideration into which the Notes will be convertible after the effective date of such transaction; *provided* that if the Company has no knowledge of such transaction at least 30 calendar days prior to the effective date of such transaction, the Company shall give such notice to the Holders as soon as reasonably practicable and in no event later than two Business Days from the day on which the Company acquires knowledge of such transaction. After such notice, the Company or the successor or acquirer, as the case may be, may not change the consideration to be delivered upon conversion of the Note except in accordance with any other provision of this Indenture.

The supplemental indenture referred to in the first sentence of this paragraph shall provide for adjustments of the Conversion Rate which shall be as nearly equivalent as may be practicable to the adjustments of the Conversion Rate provided for in this Article Thirteen. The foregoing, however, shall not in any way affect the right a Holder may otherwise have, pursuant to Section 13.13, to receive rights or warrants upon conversion of a Note. If, in the case of any such consolidation, amalgamation, statutory arrangement, merger, binding share exchange, sale, transfer, lease, conveyance or disposition, the stock or other Notes and property (including cash) receivable thereupon by a holder of shares of Company Common Stock includes shares of stock or other securities and property of a Person other than the successor or purchasing Person, as the case may be, in such consolidation, amalgamation, statutory arrangement, merger, binding share exchange, sale, transfer, lease, conveyance or disposition, then such supplemental indenture shall also be executed by such other Person and shall contain such additional provisions to protect the interests of the Holders as the Board of Directors of the Company in good faith shall reasonably determine necessary by reason of the foregoing (which determination shall be described in a Board Resolution). The provisions of this Section 13.11 shall similarly apply to successive consolidations, amalgamations, statutory arrangements, mergers, binding share exchanges, sales, transfers, leases, conveyances or dispositions.

In the event the Company shall execute a supplemental indenture pursuant to this Section 13.11, the Company shall promptly file with the Trustee an Officer's Certificate briefly stating the reasons therefor, the kind or amount of shares of stock or securities or property (including cash) receivable by Holders upon the conversion of their Notes after any such reclassification, change, consolidation, amalgamation, statutory arrangement, merger, binding share exchange, sale, transfer, lease, conveyance or disposition and any adjustment to be made with respect thereto.

The Company shall not become a party to any such reclassification, change, consolidation, amalgamation, statutory arrangement, merger, binding share exchange, sale, transfer, lease, conveyance or disposition unless the terms thereof are consistent with this Section 13.11.

SECTION 13.12. Trustee and Conversion Agent's Disclaimer.

Neither the Trustee nor the Conversion Agent has any duty to determine when an adjustment under this Article Thirteen should be made, how it should be made or what such adjustment should be, but may accept as conclusive evidence of the correctness of any such

adjustment, and shall be protected in relying upon, the Officer's Certificate with respect thereto which the Company is obligated to file with the Trustee pursuant to Section 13.09 hereof. Neither the Trustee nor the Conversion Agent makes any representation as to the validity or value of any securities or assets issued upon conversion of Notes, and neither the Trustee nor the Conversion Agent shall be responsible for the failure by the Company to comply with any provisions of this Article Thirteen.

The Trustee shall not be under any responsibility to determine the correctness of any provisions contained in any supplemental indenture executed pursuant to Section 13.11, but may accept as conclusive evidence of the correctness thereof, and shall be protected in relying upon, the Officer's Certificate with respect thereto which the Company is obligated to file with the Trustee pursuant to Section 13.11.

SECTION 13.13. Rights Distributions Pursuant to Shareholders' Rights Plans.

Upon conversion of any Note or a portion thereof, the Company shall make provision for the Holder thereof, to the extent such Holder is to receive Company Common Stock upon such conversion, to receive, in addition to, and concurrently with the delivery of, the consideration otherwise payable hereunder upon such conversion, the rights described in any shareholders' rights plan the Company may have in effect at such time, unless such rights have separated from the Company Common Stock at the time of such conversion, in which case the Conversion Rate shall be adjusted upon such separation in accordance with Section 13.05(c).

SECTION 13.14. Mandatory Conversion.

The Notes are not subject to any mandatory conversion.

ARTICLE FOURTEEN

MISCELLANEOUS

SECTION 14.01. Notices.

Any notices or other communications required or permitted hereunder shall be in writing, and shall be sufficiently given if made by hand delivery, by email, by nationally recognized overnight courier service, by telecopier or registered or certified mail, postage prepaid, return receipt requested, addressed as follows:

if to the Company or any Guarantor:

[Reorganized Holdco]
[Address]
Attention: [●]
Telephone: [●]
Facsimile: [●]
Email: [●]

with a copy to:

if to the Trustee:

Wilmington Savings Fund Society, FSB
Mailcode: [●]
[Address]
Attention: [●]
Telephone: [●]
Facsimile: [●]

Each of the Company and the Trustee by written notice to each other such Person may designate additional or different addresses for notices to such Person. Any notice or communication to the Company and the Trustee, shall be deemed to have been given or made as of the date so delivered if personally delivered; when replied to; when receipt is acknowledged, if telecopied or emailed; five (5) calendar days after mailing if sent by registered or certified mail, postage prepaid (except that a notice of change of address shall not be deemed to have been given until actually received by the addressee); and next Business Day if by nationally recognized overnight courier service.

Any notice or communication mailed to a Holder shall be mailed to him by first class mail or other equivalent means at his address as it appears on the registration books of the Registrar and shall be sufficiently given to him if so mailed within the time prescribed.

Failure to provide a notice or communication to a Holder or any defect in it shall not affect its sufficiency with respect to other Holders. If a notice or communication is provided in the manner provided above, it is duly given, whether or not the addressee receives it.

Notwithstanding anything to the contrary contained herein, as long as the Notes are in the form of Global Notes, notice to the Holders may be made electronically in accordance with procedures of the Depository.

SECTION 14.02. Certificate and Opinion as to Conditions Precedent.

Upon any request or application by the Company to the Trustee to take any action under this Indenture, the Company shall furnish to the Trustee at the request of the Trustee:

(1) an Officer's Certificate, in form and substance satisfactory to the Trustee, stating that, in the opinion of the signers, all conditions precedent to be performed or effected by the Company, if any, provided for in this Indenture relating to the proposed action have been complied with; and

(2) an Opinion of Counsel stating that, in the opinion of such counsel, all such conditions precedent have been complied with.

SECTION 14.03. Statements Required in Certificate or Opinion.

Each certificate or opinion with respect to compliance with a condition or covenant provided for in this Indenture, other than the Officer's Certificate required by Section 4.05, shall include:

(1) a statement that the Person making such certificate or opinion has read such covenant or condition;

(2) a brief statement as to the nature and scope of the examination or investigation upon which the statements or opinions contained in such certificate or opinion are based;

(3) a statement that, in the opinion of such Person, he has made such examination or investigation as is necessary to enable him to express an informed opinion as to whether or not such covenant or condition has been complied with or satisfied; and

(4) a statement as to whether or not, in the opinion of each such Person, such condition or covenant has been complied with.

SECTION 14.04. Rules by Paying Agent or Registrar.

The Paying Agent or Registrar may make reasonable rules and set reasonable requirements for their functions.

SECTION 14.05. Legal Holidays.

If a payment date is not a Business Day, payment may be made on the next succeeding day that is a Business Day.

SECTION 14.06. Governing Law.

This Indenture, the Notes and the Guarantees, if any, will be governed by and construed in accordance with the laws of the State of New York, but without giving effect to applicable principals of conflicts of law to the extent that the application of the law of another jurisdiction would be required thereby.

SECTION 14.07. No Adverse Interpretation of Other Agreements.

This Indenture may not be used to interpret another indenture, loan or debt agreement of any of the Company or any of its Subsidiaries. Any such indenture, loan or debt agreement may not be used to interpret this Indenture.

SECTION 14.08. No Recourse Against Others.

No director, officer, employee, incorporator, stockholder, member or manager of the Company, any Guarantor or any Subsidiary thereof shall have any liability for any obligations of the Company under this Indenture, the Notes or the Security Documents, or of any Guarantor

under its Guarantee or this Indenture, or for any claim based on, in respect of, or by reason of, such obligations or their creation. Each Holder of Notes by accepting a Note waives and releases all such liability. Such waiver and release are part of the consideration for issuance of the Notes.

SECTION 14.09. Successors.

All agreements of the Company and the Guarantors, if any, in this Indenture, the Notes and the Guarantees shall bind their respective successors. All agreements of the Trustee in this Indenture shall bind its successor.

SECTION 14.10. Duplicate Originals.

All parties may sign any number of copies of this Indenture. Each signed copy or counterpart shall be an original, but all of them together shall represent the same agreement.

SECTION 14.11. Severability.

To the extent permitted by applicable law, in case any one or more of the provisions in this Indenture, in the Notes or in the Guarantees shall be held invalid, illegal or unenforceable, in any respect for any reason, the validity, legality and enforceability of any such provision in every other respect and of the remaining provisions shall not in any way be affected or impaired thereby, it being intended that all of the provisions hereof shall be enforceable to the full extent permitted by law.

SECTION 14.12. Intercreditor Agreement.

Notwithstanding anything herein to the contrary, the Liens and security interests granted in favor of the Trustee pursuant to this Indenture and the exercise of any right or remedy by the Trustee hereunder and under the various Security Documents are subject to the provisions of the Intercreditor Agreement. In the event of any conflict between the terms of the Intercreditor Agreement and this Indenture, the terms of the Intercreditor Agreement shall govern and control.

SIGNATURES

IN WITNESS WHEREOF, the parties hereto have caused this Indenture to be duly executed all as of the date first written above.

[REORGANIZED HOLDCO]
as issuer

By: _____
Name:
Title:

WILMINGTON SAVINGS FUND SOCIETY, FSB,
as Trustee and Collateral Agent

By: _____
Name:
Title:

EXHIBIT A

[Insert the Global Note Legend, if applicable pursuant to the provisions of this Indenture]

[Insert the Private Placement Legend, if applicable pursuant to the provisions of this Indenture]

[REORGANIZED HOLDCO]
8.0%/10.0% Senior Secured Convertible PIK Toggle Notes due 2026

CUSIP No. [ ][b]
ISIN No. [ ][c]
No. [ ] $[ ]

[REORGANIZED HOLDCO], a Delaware corporation (the "Company"), for value received, promises to pay to [Cede & Co.][ ] or its registered assigns, the principal sum of [ ] [or such other amount as is provided in a schedule attached hereto][d] on the Maturity Date.

Interest Payment Dates: [●] 1 and [●] 1, commencing [●] 1, 2026.

Record Dates: [●] 15 and [●] 15.

Maturity Date: [●], 2026.

Reference is made to the further provisions of this Note contained herein, which will for all purposes have the same effect as if set forth at this place.

[b] 144A CUSIP: [●]
Reg S CUSIP: [●]
AI CUSIP: [●]

[c] 144A ISIN: [●]
Reg S ISIN: [●]
AI ISIN: [●]

[d] This language should be included only if the Note is issued in global form.

IN WITNESS WHEREOF, the Company has caused this Note to be signed manually or by facsimile by its duly authorized officer.

Dated: [●], 2020

[REORGANIZED HOLDCO]
as issuer

By: _____
Name:
Title:

TRUSTEE'S CERTIFICATE OF AUTHENTICATION

This is one of the 8.0%/10.0% Senior Secured Convertible PIK Toggle Notes due 2026 described in the within-mentioned Indenture.

Dated: [●], 2020

Wilmington Savings Fund Society, FSB,
as Trustee

By: _____
Authorized Signatory

(Reverse of Note)

8.0%/10.0% Senior Secured Convertible PIK Toggle Notes due 2026

Capitalized terms used herein shall have the meanings assigned to them in the Indenture referred to below unless otherwise indicated.

SECTION 1. Interest. [Reorganized Holdco], a Delaware corporation (the "Company") promises to pay interest on the principal amount of this Note as Cash Interest or PIK Interest, at the Company's election pursuant to a PIK Election, from [●], 2020 until maturity. Cash Interest (as defined in the Indenture) on this Note will accrue at the rate of 8.00% per annum and be payable in cash. PIK Interest (as defined in the Indenture) on this Note will accrue at the rate of 10.00% per annum and shall be payable either (x) by increasing the principal amount of the outstanding Note by an amount equal to the amount of PIK Interest for the applicable interest period (rounded up to the nearest $1.00) or (y) by issuing PIK Notes in certificated form in an aggregate principal amount equal to the amount of PIK Interest for the period (rounded up to the nearest $1.00), and the Trustee will, at the request of the Company, authenticate and deliver such PIK Notes in certificated form for original issuance to the Holders on the relevant record date, as shown by the records of the register of Holders. Following an increase in the principal amount of the outstanding global Notes as a result of a PIK Payment, the global Notes will bear interest on such increased principal amount from and after the date of such PIK Payment. All Notes issued pursuant to a PIK Payment will mature on the Maturity Date and will be governed by, and subject to the terms, provisions and conditions of, the Indenture and shall have the same rights and benefits as Notes issued on the Issue Date. Any certificated PIK Notes will be issued with the description PIK on the face of such PIK Note.

The Company will pay interest semi-annually on [month] 1 and [month] 1 of each year, or if any such day is not a Business Day, on the next succeeding Business Day (each, an "Interest Payment Date"), commencing [month] 1, 2020. Interest on the Notes will accrue from the most recent date to which interest has been paid or, if no interest has been paid, from and including the date of original issuance. The Company shall pay interest (including post-petition interest in any proceeding under any Bankruptcy Law) on overdue principal, from time to time on demand to the extent lawful, at the interest rate applicable to the Notes; it shall pay interest (including post-petition interest in any proceeding under any Bankruptcy Law) on overdue installments of interest (without regard to any applicable grace periods), from time to time on demand to the extent lawful, at the interest rate applicable to the Notes. Interest will be computed on the basis of a 360-day year of twelve 30-day months.

SECTION 2. Method of Payment.

For any interest payment period, the Company shall pay interest on this Note by paying Cash Interest or PIK Interest at the Company's election pursuant to a PIK Election.

The Company will pay interest on the Notes to the Persons who are registered Holders of Notes at the close of business on the [month] 15 or [month] 15 next preceding the Interest Payment Date, even if such Notes are canceled after such Record Date and on or before such

Interest Payment Date, except as provided in Section 2.12 of the Indenture with respect to default interest. The Notes will be issued in denominations of $1.00 and integral multiples of $1.00 in excess thereof. Principal, premium, if any, and interest on the Notes will be payable at the office or agency of the Company maintained for such purpose. Until otherwise designated by the Company, such office or agency will be the Trustee at its Corporate Trust Office.

SECTION 3. Paying Agent and Registrar. Initially, Wilmington Savings Fund Society, FSB, the Trustee under the Indenture, will act as Paying Agent and Registrar. The Company may change any Paying Agent or Registrar without notice to any Holder. Except as provided in the Indenture, the Company or any of their Subsidiaries may act in any such capacity.

SECTION 4. Indenture. The Company issued the Notes under an Indenture dated as of [●], 2020 ("Indenture") by and between the Company and the Trustee and Collateral Agent. The terms of the Notes include those stated in the Indenture. The Notes are subject to all such terms, and Holders are referred to the Indenture for a statement of such terms. To the extent the terms and provisions of this Note are inconsistent with the terms and provisions of the Indenture, the terms and provisions of the Indenture shall govern and be controlling. The Indenture is not required to be qualified under the Trust Indenture Act of 1939, so the provisions of such Act do not apply to the Indenture.

SECTION 5. No Redemption. The Notes may not be redeemed by the Company in whole or in part at any time.

SECTION 6. No Mandatory Redemption. For the avoidance of doubt, an offer to purchase pursuant to Section 7 hereof shall not be deemed a redemption. The Company shall not be required to make mandatory redemption payments with respect to the Notes.

SECTION 7. Repurchase at Option of Holder. Upon the occurrence of a Change of Control, and subject to certain conditions set forth in the Indenture, each Holder shall have the right to require that the Company to purchase all or a portion of such Holder's Notes pursuant to a Change of Control Offer at a purchase price equal to 101% of the principal amount thereof, plus accrued and unpaid interest, if any, thereon to but not including the date of purchase.

The Company is, subject to certain conditions and exceptions, obligated to make an offer to all Holders to purchase that amount of Notes equal to the Net Proceeds Offer Amount at a price equal to 100% of their principal amount, plus accrued and unpaid interest thereon, if any, to but not including the date of purchase, with certain Net Cash Proceeds, in each case of certain sales or other dispositions of assets in accordance with the Indenture.

SECTION 8. Conversion. Subject to the provisions of Article Thirteen of the Indenture, the Notes shall be convertible, in integral multiples of $1.00 principal amount, into shares of Company Common Stock at any time until the close of business on the second Business Day immediately preceding [●], 2026.

The initial Conversion Rate is [●] shares of Company Common Stock per $1.00 principal amount of Notes, subject to adjustment pursuant to Section 13.05 of the Indenture. Outstanding Notes are subject to mandatory conversion pursuant to Section 13.14 of the Indenture.

To convert a Note, a Holder must (1) complete and sign the Conversion Notice, with appropriate signature guarantee, on the back of the Note, (2) surrender the Note to a Conversion Agent, (3) furnish appropriate endorsements and transfer documents if required by the Registrar or Conversion Agent, (4) pay the amount of interest, if any, the Holder must pay in accordance with the Indenture and (5) pay any tax or duty if required pursuant to the Indenture. A Holder may convert a portion of a Security if the portion is $1.00 principal amount or an integral multiple of $1.00 principal amount.

SECTION 9. Denominations, Transfer, Exchange. The Notes are in registered form without coupons in denominations of $1.00 and integral multiples of $1.00 in excess thereof. The transfer of Notes may be registered and Notes may be exchanged as provided in the Indenture. The Registrar and the Trustee may require a Holder, among other things, to furnish appropriate endorsements and transfer documents and the Company may require a Holder to pay any taxes and fees required by law or permitted by the Indenture. The Company and the Registrar are not required to register the transfer of or exchange of any Note beginning at the opening of business on any Record Date and ending on the close of business on the related Interest Payment Date.

SECTION 10. Persons Deemed Owners. The registered Holder of a Note may be treated as its owner for all purposes.

SECTION 11. Amendment, Supplement and Waiver. The Indenture, the Security Documents, the Notes and the Guarantees may be amended, supplemented or waived as provided in the Indenture.

SECTION 12. Defaults and Remedies. If an Event of Default occurs and is continuing, the Trustee or the Holders of at least 25% in principal amount of the then outstanding Notes generally may declare all the Notes to be due and payable immediately. Notwithstanding the foregoing, in the case of an Event of Default arising from certain events of bankruptcy or insolvency as set forth in the Indenture, with respect to the Company, all outstanding Notes will become due and payable without further action or notice. Holders of the Notes may not enforce the Indenture or the Notes except as provided in the Indenture. Subject to certain limitations, Holders of a majority in principal amount of the then outstanding Notes may direct the Trustee in its exercise of any trust or power. Subject to certain limitations, the Trustee may withhold from Holders of the Notes notice of any continuing Default if it determines that withholding notice is in their interest. Subject to certain limitations, the Holders of a majority in aggregate principal amount of the Notes then outstanding by notice to the Trustee may on behalf of the Holders of all of the Notes waive any existing Default or Event of Default and its consequences under the Indenture except a continuing Default in the payment of interest on, or the principal of, or the premium on, the Notes.

SECTION 13. Restrictive Covenants. The Indenture contains certain covenants that, among other things, limit the ability of the Company and its Restricted Subsidiaries to make restricted payments, to incur indebtedness, to create liens, to sell assets, to permit restrictions on dividends and other payments by Restricted Subsidiaries of the Company, to consolidate, merge or sell all or substantially all of its assets or to engage in transactions with affiliates. The limitations are subject to a number of important qualifications and exceptions. The Company

must annually report to the Trustee on compliance with such limitations and other provisions in the Indenture.

SECTION 14. No Recourse Against Others. No director, officer, employee, incorporator, stockholder, member or manager of the Company, any Guarantor or any Subsidiary thereof shall have any liability for any obligations of the Company under the Indenture, the Notes or the Security Documents, or of any Guarantor under its Guarantee or the Indenture, or for any claim based on, in respect of, or by reason of, such obligations or their creation. Each Holder of Notes by accepting a Note waives and releases all such liability. The waiver and release are part of the consideration for issuance of the Notes.

SECTION 15. Guarantees. This Note may be entitled to the benefits of certain Guarantees, if any, made for the benefit of the Holders. Reference is hereby made to the Indenture for a statement of the respective rights, limitations of rights, duties and obligations thereunder of the Guarantors, if any, the Trustee and the Holders.

SECTION 16. Trustee Dealings with the Company. Subject to certain terms, the Trustee under the Indenture, in its individual or any other capacity, may become the owner or pledgee of Notes and may otherwise deal with the Company, its Subsidiaries or their respective Affiliates as if it were not the Trustee.

SECTION 17. Authentication. This Note shall not be valid until authenticated by the manual signature of the Trustee or an authenticating agent.

SECTION 18. Abbreviations. Customary abbreviations may be used in the name of a Holder or an assignee, such as: TEN COM (= tenants in common), TEN ENT (= tenants by the entirety), JT TEN (= joint tenants with right of survivorship and not as tenants in common), CUST (= Custodian), and U/G/M/A (= Uniform Gifts to Minors Act).

SECTION 19. CUSIP and ISIN Numbers. Pursuant to a recommendation promulgated by the Committee on Uniform Security Identification Procedures, the Company has caused CUSIP and ISIN numbers to be printed on the Notes and the Trustee may use CUSIP or ISIN numbers in notices as a convenience to Holders. No representation is made as to the accuracy of such numbers either as printed on the Notes or as contained in any notice and reliance may be placed only on the other identification numbers placed thereon.

SECTION 20. Governing Law. **This Note shall be governed by, and construed in accordance with, the laws of the State of New York, but without giving effect to applicable principles of conflicts of law to the extent that the application of the law of another jurisdiction would be required thereby.**

The Company will furnish to any Holder upon written request and without charge a copy of the Indenture.

ASSIGNMENT FORM

I or we assign and transfer this Note to

_____

_____

(Print or type name, address and zip code of assignee or transferee)

_____

(Insert Social Security or other identifying number of assignee or transferee)

and irrevocably appoint _____agent to transfer this Note on the books of the
Company. The agent may substitute another to act for him.

Dated: Signed: _____
(Sign exactly as name appears on the other side of this Note)

Signature Guarantee: _____
Participant in a recognized Signature Guarantee Medallion Program (or other signature guarantor program reasonably acceptable to the Trustee)

TO BE COMPLETED IN CONNECTION WITH TRANSFER OF ANY RESTRICTED SECURITY:

In connection with any transfer of this Note occurring prior to the date which is the date following the first anniversary of the later of the original issue date hereof (or any predecessor of this Note) or the date of any subsequent reopening of the Notes and the last date on which the Company or any Affiliate of the Company was the owner of this Note (or any predecessor of this Note), the undersigned confirms that it has not utilized any general solicitation or general advertising in connection with the transfer and is making the transfer pursuant to one of the following:

[Check One]

(1) [___] to the Company; or

(2) [___] to a person who the transferor reasonably believes is a "qualified institutional buyer" pursuant to and in compliance with Rule 144A under the Securities Act of 1933, as amended (the "Securities Act"); or

(3) [___] to an "accredited investor" (as defined in Rule 501(a)(1), (2), (3) or (7) under the Securities Act) that has furnished to the Trustee a signed letter containing certain representations and agreements (the form of which letter can be obtained from the Trustee); or

(4) [___] outside the United States to a non-"U.S. person" as defined in Rule 902 of Regulation S under the Securities Act in compliance with Rule 904 of Regulation S under the Securities Act; or

(5) [___] pursuant to the exemption from registration provided by Rule 144 under the Securities Act or another exemption from, or in a transaction not subject to, the registration requirements of the Securities Act; or

(6) [___] pursuant to an effective registration statement under the Securities Act.

and unless the box below is checked, the undersigned confirms that such Note is not being transferred to an "affiliate" of the Company as defined in Rule 144 under the Securities Act (an "Affiliate"):

[___] The transferee is an Affiliate of the Company.

Unless one of the foregoing items (1) through (6) is checked, the Trustee will refuse to register any of the Notes evidenced by this certificate in the name of any person other than the registered Holder thereof; *provided*, *however*, that if item (3), (4) or (5) is checked, the Company or the Trustee may require, prior to registering any such transfer of the Notes, in their sole discretion, such written legal opinions, certifications (including an investment letter in the case of box (3) or (4)) and other information as the Trustee or the Company has reasonably requested

to confirm that such transfer is being made pursuant to an exemption from, or in a transaction not subject to, the registration requirements of the Securities Act.

If none of the foregoing items (1) through (6) are checked, the Trustee or Registrar shall not be obligated to register this Note in the name of any person other than the Holder hereof unless and until the conditions to any such transfer of registration set forth herein and in Section 2.16 of the Indenture shall have been satisfied.

Dated: Signed: _____
(Sign exactly as name appears on the other side of this Note)

Signature Guarantee: _____
Participant in a recognized Signature Guarantee Medallion Program (or other signature guarantor program reasonably acceptable to the Trustee)

TO BE COMPLETED BY PURCHASER IF (2) ABOVE IS CHECKED

The undersigned represents and warrants that it is purchasing this Note for its own account or an account with respect to which it exercises sole investment discretion and that it and any such account is a "qualified institutional buyer" within the meaning of Rule 144A under the Securities Act and is aware that the sale to it is being made in reliance on Rule 144A and acknowledges that it has received such information regarding the Company as the undersigned has requested pursuant to Rule 144A or has determined not to request such information and that it is aware that the transferor is relying upon the undersigned's foregoing representations in order to claim the exemption from registration provided by Rule 144A.

Dated:

_____
NOTICE: To be executed by an executive officer

CONVERSION NOTICE

[REORGANIZED HOLDCO]
8.0%/10.0% Senior Secured Convertible PIK Toggle Notes due 2026

Please fax this completed and executed Conversion Notice to:

Wilmington Savings Fund Society, FSB,
as Conversion Agent
Attention: [●]
Facsimile: [●]

With a copy to:
[Reorganized Holdco]
Attention: [●]
Facsimile: [●]

Please enter the aggregate principal amount and serial or identifying numbers of Notes to be converted:

Aggregate principal amount of Notes to be converted:	
Serial or identifying number of Notes:*	
ISIN number of Notes:	[_____]

* Not required for Notes represented by a Global Note.

To: Wilmington Savings Fund Society, FSB, as Conversion Agent
[Reorganized Holdco] (the "Company")

I/We, being the holder of the Notes specified above, hereby irrevocably elect to convert such Notes or portion thereof (which is $1.00 or an integral multiple of $1.00 in excess thereof) into shares of common stock of the Company (the "Company Common Stock") in accordance with Article 13 of the Indenture, dated as of [●], 2020, by and between the Company and Wilmington Savings Fund Society, FSB, as Trustee (the "Indenture").

Please read and complete Item A or B below:

A. Check here ☐ and complete items 1 and 2 below if you wish to receive shares of Company Common Stock upon conversion of Notes:

1. Names and address of the person in whose name the shares of Company Common Stock are to be registered upon conversion of the Notes:

Name:	
Securities Broker:	
Custodian Bank:	
Address:	

Note: Shares of Company Common Stock may not be registered in the name of a Competitor.

Cash accounts for cash amounts related to fractions of shares of Company Common Stock payable as a result of this Conversion Notice, if any:

Account Number:	
Account Name:	
Bank:	
Branch:	
Routing Number:	

B. The Notes converted hereby and any documents required in relation to the declarations below or to verify the same accompany this form.

C. I/We hereby declare that I/we have been notified by the Company that the Company's register of shareholders may be closed from time to time. I/We hereby declare that any applicable condition to conversion of the Notes, if any, has been complied with by me/us, that I/we am/are not acting on behalf of the Company or any of its affiliates and that the shares of Company Common Stock delivered upon conversion have not been and, when

received by the converting Holder, will not be registered under the Securities Act of 1933, as amended (the "Securities Act") or with any securities regulatory authority in any state or jurisdiction of the United States.

D. I/We certify that I/we are, or at the time the shares of Company Common Stock issued upon conversion of the Notes are deposited will be, the beneficial owner of the shares of Company Common Stock, and:

(a) such registered holder of Company Common Stock will own _____ shares of Company Common Stock from the conversion of this Note surrendered herewith (not including shares of Company Common Stock mentioned below);

(b) ☐I/we am/are a "qualified institutional buyer" pursuant to and in compliance with Rule 144A under the Securities Act;

(c) ☐I/we am/are an "accredited investor" (as defined in Rule 501(a)(1), (2), (3) or (7) under the Securities Act;

(d) ☐I/we am/are not a U.S. person (as defined in Regulation S under the Securities Act) and I/we am/are located outside the United States (within the meaning of Regulation S under the Securities Act) and acquired, or have agreed to acquire and will have acquired, the Notes converted into the shares of Company Common Stock to be deposited outside the United States (within the meaning of Regulation S under the Securities Act);

(e) ☐I/we am/are not an "affiliate" of the Company or a person acting on behalf of such an "affiliate"; and

(f) ☐such Registered Shareholder has converted from this Note _____ shares of Company Common Stock prior to the date hereof.

E. I/We agree (or if we are a broker-dealer, our customer has confirmed to us that it agrees) that prior to expiration of, in the case of 144A Global Notes or Physical Notes, one year, or, in the case of Regulation S Global Notes or Physical Notes, forty (40) days, after the later of the original Issue Date of the Note being converted (or any predecessor of such Note) or the date of any subsequent reopening of the Notes and the last date on which the Company or any Affiliate of the Company was the owner of the Note being converted (or any predecessor of such Note) (the "restricted period"), not to offer, sell, pledge or otherwise transfer the shares of Company Common Stock delivered upon conversion of the Notes except (1) to the Company, (2) pursuant to a registration statement that has been declared effective under the Securities Act, (3) for so long as the Notes or shares of Company Common Stock, as applicable, are eligible for resale under the Securities Act, to a person I/we reasonably believe is a "qualified institutional buyer" as defined in Rule 144A under the Securities Act, that purchases for its own account or for the account of a qualified institutional buyer to whom notice is given that the transfer is being made in reliance on Rule 144A, (4) pursuant to offers and sales that occur outside the United States to

a non-U.S. person within the meaning of Regulation S under the Securities Act, (5) to an "accredited investor" (as defined in Rule 501(a) (1), (2), (3) or (7) of the Securities Act) ore (6) (F) pursuant to another available exemption from the registration requirements of the Securities Act.

F. I/We hereby declare that all stamp, issue, registration or similar taxes and duties payable on conversion of the Notes in the jurisdiction where the Notes are delivered to the Conversion Agent have been paid.

G. Converting Holder Information and Signature:

Please complete the following information with respect to the converting Holder:

Name:	
Date:	
Euroclear/Clearstream A/C No.:*	
Address:	
Contact Person:	
Daytime Telephone No.:	
Fax No.:	

* Only if applicable.

Dated:

Signed: _____
(Sign exactly as name appears on the other side of this Note)

Signature Guarantee: _____
Participant in a recognized Signature Guarantee Medallion Program (or other signature guarantor program reasonably acceptable to the Trustee)

OPTION OF HOLDER TO ELECT PURCHASE

If you want to elect to have this Note purchased by the Company pursuant to Section 4.10 or Section 4.13 of the Indenture, check the appropriate box:

Section 4.10 [ ] Section 4.13 [ ]

If you want to elect to have only part of this Note purchased by the Company pursuant to Section 4.10 or Section 4.13 of the Indenture, state the amount (in denominations of $1.00 and integral multiples $1.00 in excess thereof): $

Dated: Signed: _____
(Sign exactly as name appears on the other side of this Note)

Signature Guarantee: _____
Participant in a recognized Signature Guarantee Medallion Program (or other signature guarantor program reasonably acceptable to the Trustee)

SCHEDULE OF EXCHANGES OF INTERESTS IN THE GLOBAL NOTE[a]

The following exchanges of a part of this Global Note for an interest in another Global Note or for a Physical Note, or exchanges of a part of another Global Note or Physical Note for an interest in this Global Note, have been made:

Date of Exchange	Amount of decrease Principal Amount of this Global Note	Amount of increase in Principal Amount of this Global Note	Principal Amount of this Global Note in following such decrease (or increase)	Signature of authorized officer of Trustee or Note Custodian

[a] This schedule should be included only if the Note is issued in global form.

EXHIBIT B

FORM OF LEGENDS

Each Global Note and Physical Note that constitutes a Restricted Security shall bear the following legend (the "Private Placement Legend") on the face thereof until after the first anniversary of the Issue Date, unless otherwise agreed by the Company and the Holder thereof or if such legend is no longer required by Section 2.16(f) of the Indenture:

This Security and the Shares of common stock of the company deliverable upon conversion of the Notes (the "Common Stock") have not been registered under the U.S. Securities Act of 1933, as amended (the "Securities Act"), or the securities laws of any state or other jurisdiction. None of this Security, the Shares of Common Stock or any interest or participation herein or therein may be reoffered, sold, assigned, transferred, pledged, encumbered, or otherwise disposed of in the absence of such registration or unless such transaction is exempt from, or not subject to, such registration. The holder of this Security, by its acceptance hereof, agrees on its own behalf and on behalf of any investor account for which it has purchased the Security to offer, sell, or otherwise transfer such Security or the Shares or Common Stock deliverable upon conversion of the Security, prior to the date (the "Resale Restriction Termination Date") that is [in the case of 144A Global Notes or Physical Notes: one year] [in the case of Regulation S Global Notes or Physical Notes: 40 days] after the later of the original Issue Date hereof (or any predecessor of this Security) or the date of any subsequent reopening of the Security and the last date on which the Company or any Affiliate of the Company was the owner of this Security (or any predecessor of such Security), only (a) to the Company, (b) pursuant to a registration statement that has been declared effective under the Securities Act, (c) for so long as the Security is eligible for resale pursuant to Rule 144A under the Securities Act, to a person it reasonably believes is a "qualified institutional buyer" as defined in Rule 144A under the Securities Act, that purchases for its own account or for the account of a qualified institutional buyer to whom notice is given that the transfer is being made in reliance on Rule 144A, (d) pursuant to offers and sales that occur outside the United States to a non-U.S. person within the meaning of Regulation S under the Securities Act, (e) to an "accredited investor" (as defined in Rule 501(a)(1), (2), (3) or (7) of the Securities Act) or (f) pursuant to another available exemption from the registration requirements of the Securities Act, subject to the Company's and the Trustee's right prior to any such offer, sale, or transfer pursuant to clauses (d), (e) or (f) to require the delivery of an opinion of counsel, certification, and/ or other information satisfactory to each of them. Any conversion notice provided by a converting Holder of this Security must include a certification that, at the time of such conversion, the converting Holder is (a) a "qualified institutional buyer" as defined in Rule 144A under the Securities Act, (b) not in the United States, is not a U.S. person and is not exchanging the Security on behalf of a U.S. person or (c) an "accredited investor" (as defined in Rule 501(a)(1), (2), (3) or (7) of the Securities Act). This legend will be removed upon the request of the Holder after the Resale Restriction Termination Date.

Each Global Note authenticated and delivered hereunder shall also bear the following legend (the "Global Note Legend"):

This Note is a Global Note within the meaning of this Indenture hereinafter referred to and is registered in the name of a Depository or a nominee of a Depository or a successor Depository. This Note is not exchangeable for Notes registered in the name of a person other than the Depository or its nominee except in the limited circumstances described in this Indenture, and no transfer of this Note (other than a transfer of this Note as a whole by the Depository to a nominee of the Depository or by a nominee of the Depository to the Depository or another nominee of the Depository) may be registered except in the limited circumstances described in this Indenture.

Unless this certificate is presented by an authorized representative of the Depository Trust Company, a New York Corporation ("DTC"), to the Company or its agent for registration of transfer, exchange or payment, and any certificate issued is registered in the name of Cede & Co. or in such other name as is requested by an authorized representative of DTC (and any payment is made to Cede & Co. or to such other entity as is requested by an authorized representative of DTC), any transfer, pledge or other use hereof for value or otherwise by or to any person is wrongful inasmuch as the registered owner hereof, Cede & Co., has an interest herein.

Transfers of this Global Note shall be limited to transfers in whole, but not in part, to nominees of Cede & Co. or to a successor thereof or such successor's nominee and transfers of portions of this Global Note shall be limited to transfers made in accordance with the restrictions set forth in Section 2.16 of this Indenture.

[*If OID Legend applicable pursuant to the provisions of the Indenture*]

For the purposes of Sections 1272, 1273 and 1275 of the Internal Revenue Code of 1986, as amended, this note is being issued with original issue discount. You may contact the Company at [●], attention: [●], and the Company will provide you with the issue price, the amount of original issue discount, the issue date and the yield to maturity of this Note.

EXHIBIT C

Form of Certificate To Be Delivered
in Connection with Transfers
Pursuant to Regulation S

[ ], [ ]

Wilmington Savings Fund Society, FSB
[Address]
Attention: [●]

Re: [Reorganized Holdco] (the "Company")
8.0%/10.0% Senior Secured Convertible PIK Toggle Notes due 2026 (the "Notes")

Ladies and Gentlemen:

In connection with our proposed sale of $[ ] aggregate principal amount of the Notes, we confirm that such sale has been effected pursuant to and in accordance with Regulation S under the U.S. Securities Act of 1933, as amended (the "Securities Act"), and, accordingly, we represent that:

(1) the offer of the Notes was not made to a person in the United States;

(2) either (a) at the time the buy offer was originated, the transferee was outside the United States or we and any person acting on our behalf reasonably believed that the transferee was outside the United States, or (b) the transaction was executed in, on or through the facilities of a designated offshore securities market and neither we nor any person acting on our behalf knows that the transaction has been prearranged with a buyer in the United States;

(3) no directed selling efforts have been made in the United States in contravention of the requirements of Rule 903(b) or Rule 904(b) of Regulation S, as applicable;

(4) the transaction is not part of a plan or scheme to evade the registration requirements of the Securities Act; and

(5) we have advised the transferee of the transfer restrictions applicable to the Notes.

You, as Trustee, the Company, counsel for the Company and others are entitled to rely upon this letter and are irrevocably authorized to produce this letter or a copy hereof to any interested party in any administrative or legal proceedings or official inquiry with respect to the matters covered hereby. Terms used in this certificate have the meanings set forth in Regulation S.

Very truly yours,

[Name of Transferor]

By: _____
Authorized Signatory

EXHIBIT D

GUARANTEE

For value received, each of the undersigned (including any successor Person under the Indenture) hereby unconditionally guarantees, jointly and severally, to the extent set forth in the Indenture (as defined below) to the Holder of this Note the payment of principal, premium, if any, and interest on this Note in the amounts and at the times when due and interest on the overdue principal, premium, if any, and interest, if any, of this Note when due, if lawful, and, to the extent permitted by law, the payment or performance of all other obligations of the Company under the Indenture or the Notes, to the Holder of this Note and the Trustee, all in accordance with and subject to the terms and limitations of this Note, the Indenture, including Article Ten thereof, and this Guarantee. This Guarantee will become effective in accordance with Article Ten of the Indenture and its terms shall be evidenced therein. The validity and enforceability of any Guarantee shall not be affected by the fact that it is not affixed to any particular Note.

Capitalized terms used but not defined herein shall have the meanings ascribed to them in the Indenture dated as of [●], 2020, among [Reorganized Holdco], a Delaware corporation (the "Company") and Wilmington Savings Fund Society, FSB, as trustee (the "Trustee") and collateral agent, as amended or supplemented (the "Indenture").

The obligations of the undersigned to the Holders of Notes and to the Trustee pursuant to this Guarantee and the Indenture are expressly set forth in Article Ten of the Indenture and reference is hereby made to the Indenture for the precise terms of the Guarantee and all of the other provisions of the Indenture to which this Guarantee relates.

No director, officer, employee, incorporator, stockholder, member or manager of any Guarantor or any Subsidiary thereof, as such, shall have any liability for any obligations of such Guarantors under such Guarantors' Guarantee or the Indenture or for any claim based on, in respect of, or by reason of, such obligations or their creation.

This Guarantee shall be governed by, and construed in accordance with, the laws of the State of New York, but without giving effect to applicable principals of conflicts of law to the extent that the application of the law of another jurisdiction would be required thereby.

This Guarantee is subject to release upon the terms set forth in the Indenture.

IN WITNESS WHEREOF, each Guarantor has caused its Guarantee to be duly executed.

Date:

[ ]

By: _____
Name:
Title:

EXHIBIT E

[FORM OF INTERCREDITOR AGREEMENT]

EXHIBIT F

[FORM OF NOTES SECURITY AGREEMENT]

Exhibit E

New Stockholders Agreement

PLEASE TAKE FURTHER NOTICE that certain documents, or portions thereof, contained in this Exhibit E and the Plan Supplement remain subject to continuing negotiations among the Debtors and interested parties with respect thereto. The Debtors reserve all rights, subject to the terms and conditions set forth in the Plan and the Restructuring Support Agreement, to amend, revise, or supplement the Plan Supplement, and any of the documents and designations contained herein, at any time before the Effective Date of the Plan, or any such other date as may be provided for by the Plan or by order of the Bankruptcy Court.

STOCKHOLDERS AGREEMENT

by and among

HI-CRUSH INC.

and

the STOCKHOLDERS that are parties hereto

Dated as of [●], 2020

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STOCKHOLDERS AGREEMENT

This Stockholders Agreement (as amended, supplemented or modified from time to time, this "Agreement") is made as of [●], 2020 (the "Agreement Date"), by and among Hi-Crush Inc., a Delaware corporation (the "Company" and, together with its direct and indirect wholly-owned domestic subsidiaries, the "Company Group"), the consenting noteholders listed on Schedule I hereto ("Consenting Noteholders"), the holders of the New Secured Convertible Notes (as defined herein) (the "New Secured Convertible Noteholders") and all of the other stockholders of the Company from time to time on and as of or after the Agreement Date, in each case, who become, or are deemed to become, a party hereto pursuant to the terms hereof.

WHEREAS, on August 15, 2020, the Company Group filed a Joint Plan of Reorganization under chapter 11 of title 11 of the United States Code (the "Bankruptcy Code") with the United States Bankruptcy Court for the District of Texas (the "Bankruptcy Court");

WHEREAS, on [●], 2020, the Bankruptcy Court entered an order (the "Confirmation Order") confirming the Plan (as defined herein) pursuant to the Bankruptcy Code;

WHEREAS, pursuant to the Plan, as of the date hereof, (i) the effective date as provided for in the Plan and the Confirmation Order (the "Effective Date") occurred, and (ii) a total of [●] shares of Common Stock (as defined herein) were issued pursuant to the Plan;

WHEREAS, pursuant to the Plan and the Confirmation Order, any Person entitled to receive shares of Common Stock pursuant to the Plan shall execute this Agreement or otherwise be deemed party to this Agreement without the need for execution by such Person; and

WHEREAS, the parties hereto wish to enter into this Agreement to set forth their agreements with respect to certain governance matters concerning the Company.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein and for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereto agree as follows:

ARTICLE I

DEFINITIONS

Section 1.1 Definitions. As used in this Agreement, and unless the context requires a different meaning, the following terms have the meanings indicated:

"Affiliate" means, with respect to any specified Person, any other Person that, directly or indirectly through one or more intermediaries, controls, is controlled by, or is under common control with, such specified Person. As used in this definition, the

term "control," including the correlative terms "controlling," "controlled by" and "under common control with," means, with respect to the relationship between or among two or more Persons, the possession, directly or indirectly or as trustee, personal representative or executor, of the power to direct or cause the direction of the affairs or management of a Person, whether through the ownership of voting securities, as trustee, personal representative or executor, by contract or otherwise.

"Affiliate Transaction" has the meaning set forth in Section 6.7.

"Agreement" has the meaning set forth in the preamble.

"Authorized Recipients" has the meaning set forth in Section 9.15.

"Bankruptcy Code" has the meaning set forth in the recitals.

"Bankruptcy Court" has the meaning set forth in the recitals.

"Board of Directors" means the Board of Directors of the Company.

"Business Day" means any day other than a Saturday, Sunday or other day on which commercial banks in the State of New York are authorized or required by law or executive order to close.

"CEO" means the Chief Executive Officer of the Company.

"CEO Director" has the meaning set forth in Section 6.1(a).

"Certificate of Incorporation" means the Certificate of Incorporation of the Company filed with the Secretary of State of the State of Delaware on May 31, 2019, as amended, restated or otherwise modified from time to time.

"Charter Documents" means the Certificate of Incorporation and the By-laws of the Company each as in effect on the date hereof.

"Code" means the Internal Revenue Code of 1986, as amended from time to time.

"Commission" means the United States Securities and Exchange Commission or any similar agency then having jurisdiction to enforce the Securities Act.

"Common Stock" means the Common Stock, par value $[0.001] per share, of the Company, issued on the Effective Date, or any other capital stock of the Company into which such stock is reclassified or reconstituted and any other common stock of the Company.

"Common Stock Equivalents" means any security or obligation which is by its terms convertible into or exchangeable or exercisable for shares of Common Stock,

including, without limitation, any option, warrant or other subscription or purchase right with respect to Common Stock or any Common Stock Equivalent.

"Company" has the meaning set forth in the preamble.

"Company Group" has the meaning set forth in the preamble.

"Company Offeror" means (a) the Company, (b) any successor to the Company or any surviving entity resulting from a merger, consolidation or other business combination involving the Company or any wholly-owned Subsidiary of the Company, (c) any Subsidiary of the Company that is a holding company for all or substantially all of the operating assets of the Subsidiaries of the Company or (d) any other entity the securities of which are exchanged for Common Stock in anticipation of an initial public offering.

"Competitor" means any Person engaged in direct competition with the business of the Company or any of the Company's Subsidiaries, as determined by the Board of Directors in good faith.

"Confidential Information" has the meaning set forth in Section 9.15.

"Confirmation Order" has the meaning set forth in the recitals.

"Consenting Noteholders" has the meaning set forth in the preamble.

"Director" means any of the individuals elected or designated to serve on the Board of Directors.

"Drag-Along Notice" has the meaning set forth in Section 3.2(a).

"Drag-Along Rightholders" has the meaning set forth in Section 3.2(a).

"Drag-Along Sellers" has the meaning set forth in Section 3.2(a).

"Excess New Securities" has the meaning set forth in Section 4.2(a).

"Exchange Act" means the United States Securities Exchange Act of 1934, as amended, and the rules and regulations of the Commission thereunder.

"Exempt Issuances" has the meaning set forth in Section 4.1.

"Exercising Tag-Along Rightholder" has the meaning set forth in Section 3.1(a)(ii).

"Fair Market Value" means, with respect to any Common Stock, the price at which a willing seller would sell, and a willing buyer would buy, such Common Stock having full knowledge of the relevant facts (but excluding any change of control premium, any premium for voting shares, any discount for non-voting shares, and any minority, liquidity or underwriting discounts), in an arm's-length transaction without either party

having time constraints, and without either party being under any compulsion to buy or sell.

"Family Members" means, with regard to a Stockholder that is an individual, any member of such Stockholder's immediate family, which shall include his or her spouse, siblings, children or grandchildren.

"GAAP" means United States generally accepted accounting principles in effect from time to time.

"Governmental Authority" means the government of any nation, state, city, locality or other political subdivision thereof, any entity exercising executive, legislative, judicial, regulatory or administrative functions of or pertaining to government, and any corporation or other entity owned or controlled, through stock or capital ownership or otherwise, by any of the foregoing.

"Initial Tag Notice" has the meaning set forth in Section 3.1(b).

"Law" means any federal, state, local, municipal, foreign or other law, statute, legislation, constitution, principle of common law, ordinance, code, decree, order, judgment, rule, regulation, ruling or requirement issued, enacted, adopted, promulgated, implemented or otherwise put into effect by or under the authority of any Governmental Authority and any order or decision of an applicable arbitrator or arbitration panel.

"Lien" means any mortgage, deed of trust, pledge, hypothecation, assignment, encumbrance, lien (statutory or other) or preference, priority, right or other security interest or preferential arrangement of any kind or nature whatsoever (excluding preferred stock and equity related preferences).

"Major Stockholder" means each Stockholder that, either individually or together with its Affiliates, holds more than ten percent (10%) of the Common Stock (on an as-converted basis).

"Management Incentive Plan" means that certain negotiated Management Incentive Plan providing for grants of options and/or restricted stock or restricted stock units/equity reserved for management, directors, and employees for up to 10% of the Common Stock issued as of the Effective Date on a fully-diluted basis, the terms of which shall be determined by the Board of Directors.

"New Issuance Notice" has the meaning set forth in Section 4.1.

"New Securities" has the meaning set forth in Section 4.1.

"New Secured Convertible Notes" has the meaning set forth in the Plan.

"New Secured Convertible Noteholders" has the meaning set forth in the preamble.

"Non-Selling Major Stockholders" means any Major Stockholders, excluding the ROFR Seller.

"Offer Period" has the meaning set forth in Section 3.3(b).

"Offered Securities" has the meaning set forth in Section 3.1(a)(i).

"Offering Notice" has the meaning set forth in Section 3.3(a).

"Permitted Transferee" means (i) Family Members of a Stockholder that is an individual, (ii) a trust, corporation, partnership or limited liability company all of the beneficial interests in which shall be held by a Stockholder or one or more Family Members of such Stockholder or (iii) any Related Fund or (iv) any Other Stockholder.

"Person" means any individual, firm, corporation, partnership, trust, incorporated or unincorporated association, joint venture, joint stock company, limited liability company, Governmental Authority or other entity of any kind, and shall include any successor (by merger or otherwise) of such entity.

"Plan" means that certain Joint Plan of Reorganization for the Company and its Affiliated Debtors (as defined therein) confirmed by the Bankruptcy Court on [●], 2020.

"Preemptive Rightholder(s)" has the meaning set forth in Section 4.1.

"Prohibited Transfer" has the meaning set forth in Section 2.2.

"Proportionate Percentage" has the meaning set forth in Section 4.2(a).

"Proposed Price" has the meaning set forth in Section 4.1.

"QIPO Effective Date" means the date upon which the Company closes its Qualified Initial Public Offering.

"Qualified Initial Public Offering" means an initial public offering pursuant to a listing of shares of Common Stock on the New York Stock Exchange or the Nasdaq Stock Market, having an aggregate offering value (net of underwriters' discounts and selling commissions) of at least $[100,000,000][1].

"Related Fund" means, with respect to any Stockholder, an entity now or hereafter existing that is (i) directly or indirectly controlled by one or more general partners or managing members of such Stockholder or (ii) otherwise, directly or indirectly, managed or advised by such Stockholder or the entity that manages or advises such Stockholder.

[1] **Note to Ad Hoc Group**: Please confirm that $100m is an appropriate threshold for determining a qualified IPO.

"Remaining Offered Securities" has the meaning set forth in Section 3.1(a)(ii).

"ROFO Acceptance Period" has the meaning set forth in Section 3.3(c).

"ROFO Purchaser" has the meaning set forth in Section 3.3(a).

"ROFO Rightholder" has the meaning set forth in Section 3.3(a).

"ROFO Seller" has the meaning set forth in Section 3.3(a).

"Selling Stockholder" has the meaning set forth in Section 3.1(a)(i).

"Sale Transaction" has the meaning set forth in Section 3.2(a).

"Securities Act" means the United States Securities Act of 1933, as amended, and the rules and regulations of the Commission promulgated thereunder.

"Shares" means, with respect to each Stockholder, all shares, whether now owned or hereafter acquired, of Common Stock.

"Significant Stockholder" means each Stockholder that, either individually or together with its Affiliates, holds more than five percent (5%) of the Common Stock (on an as-converted basis) and MSD Credit Opportunity Master Fund, L.P. for so long as it, together with its Affiliates, holds the Shares issued to it on the Effective Date.

"Specified Activity" has the meaning set forth in Section 6.8.

"Stockholders" means each holder of Shares and any transferee thereof who has agreed to be bound by the terms and conditions of this Agreement.

"Stockholders Meeting" means any regular or special meeting of Stockholders.

"Subject Purchaser" has the meaning set forth in Section 4.1.

"Subject Securities" has the meaning set forth in Section 3.3(a).

"Subsidiary" means, with respect to any specified Person, any Person of which the specified Person, directly or indirectly, owns more than 50% of the issued and outstanding share capital or voting interests.

"Tag-Along Rightholder" has the meaning set forth in Section 3.1(a)(i).

"Tag-Along Shares" has the meaning set forth in Section 3.1(a)(i).

"Third Party Purchaser" has the meaning set forth in Section 3.1(a)(i).

"transfer" has the meaning set forth in Section 2.1.

"Treasury Regulations" means the Treasury regulations promulgated under the Code, as amended from time to time.

ARTICLE II

TRANSFER

Section 2.1 Transfer of Shares. Any Stockholder may directly or indirectly sell, give, assign, hypothecate, pledge, encumber, grant a security interest in or otherwise dispose of (whether by operation of law or otherwise) (each a "transfer") any Shares or any right, title or interest therein or thereto; provided that such transfer complies with the provisions of this Agreement, including, without limitation, this Article II. Any attempt to transfer any Shares or any rights thereunder in violation of the preceding sentence shall be null and void *ab initio*.

Section 2.2 Permitted Transfers. No Stockholder shall transfer any Shares if the Company reasonably determines (i) that such transfer would, if effected (after taking into account any other proposed transfers that have been authorized by the Company pursuant to the provisions of this Article II but not yet made), result in the Company having 2000 or more holders of record (as such concept is defined for purposes of Section 12(g) of the Exchange Act and any relevant rules promulgated thereunder) of any class of capital securities of the Company, (ii) that such transfer would, if effected, require the Company to register the Common Stock under the Exchange Act, unless, in any such case, at the time of such transfer, the Company is already subject to the reporting obligations under Sections 8 and 15(d) of the Exchange Act with respect to its capital securities or (iii) that the proposed transferee is a Competitor (each a "Prohibited Transfer"). Any Prohibited Transfer consummated without such required consent of the Company shall be null and void *ab initio*.

Section 2.3 Permitted Transfer Procedures. If any Stockholder wishes to transfer Shares pursuant to Section 2.2, such Stockholder shall give notice to the Company and the Board of Directors of its intention to make such a transfer not less than five (5) Business Days prior to effecting such transfer, which notice shall state the name and address of each prospective transferee, the relationship of such prospective transferee to such Stockholder, and the number of Shares proposed to be transferred. In the event that the Company determines in its reasonable discretion that the proposed transfer will violate the terms of Section 2.2, the Company shall deliver written notice of such determination to the applicable transferring Stockholder as soon as practicable (but in any event within one (1) Business Day prior to the date of the proposed transfer).

Section 2.4 Transfers in Compliance with Law; Substitution of Transferee. Notwithstanding any other provision of this Agreement, no transfer may be made pursuant to this Article II, Section 3.1(a), Section 3.2(a) or Section 3.3(d) unless (a) the transferee has agreed in writing to be bound by the terms and conditions of this Agreement pursuant to an instrument substantially in the form attached hereto as Exhibit A-1, (b) the transfer complies in all respects with the applicable provisions of this Agreement and (c) the transfer complies in all respects with applicable federal and state securities laws, including,

without limitation, the Securities Act. If requested by the Company, an opinion of counsel to such transferring Stockholder shall be supplied to the Company, at such transferring Stockholder's expense, to the effect that such transfer complies with the applicable federal and state securities laws. Upon becoming a party to this Agreement, the transferee shall be substituted for, and shall enjoy the same rights and be subject to the same obligations as, the transferring Stockholder hereunder with respect to the Shares transferred to such transferee.

ARTICLE III

TAG-ALONG RIGHTS; DRAG-ALONG RIGHTS; RIGHT OF FIRST OFFER

Section 3.1 Tag-Along Rights.

(a) (i) Subject to compliance with Section 3.3, if any Stockholder or group of Stockholders (each, a "Selling Stockholder") wishes to transfer all or any portion of its Shares (the "Offered Securities") to any Person (other than a Permitted Transferee) (a "Third Party Purchaser"), or group of related Persons, and such transfer represents greater than a majority of the then-issued and outstanding Shares, then each of the Significant Stockholders (other than the Selling Stockholder, if applicable) (each, a "Tag-Along Rightholder") shall have the right to sell to such Third Party Purchaser, upon the terms set forth in a written notice from the Selling Stockholder to the Company, that number of Shares (the "Tag-Along Shares") held by such Tag-Along Rightholder equal to that percentage of the Offered Securities determined by dividing (A) the total number of Shares owned by such Tag-Along Rightholder as of the date of the Initial Tag Notice by (B) the sum of (x) the total number of Shares owned by all such Tag-Along Rightholders exercising their rights pursuant to this clause (i) as of the date of the Initial Tag Notice and (y) the total number of Shares owned by the Selling Stockholder as of the date of the Initial Tag Notice.

(ii) If any Tag-Along Rightholder does not sell all of the Tag-Along Shares such Tag-Along Rightholder is entitled to sell pursuant to this Section 3.1(a) (the aggregate of all such Tag-Along Shares, the "Remaining Offered Securities"), then each Tag-Along Rightholder that fully exercised its rights pursuant to clause (i) (each, an "Exercising Tag-Along Rightholder") shall have the right to sell that number of Shares equal to that percentage of the Remaining Offered Securities determined by dividing (x) the total number of Shares owned by such Exercising Tag-Along Rightholder as of the date of the Initial Tag Notice by (y) the total number of Shares owned by all Exercising Tag-Along Rightholders as of the date of the Initial Tag Notice. The Selling Stockholder and the Exercising Tag-Along Rightholder(s) shall effect the sale of the Offered Securities and such Exercising Tag-Along Rightholder(s) shall sell the number of Offered Securities required to be sold by such Exercising Tag-Along Rightholder(s) pursuant to this Section 3.1(a), and the number of Offered Securities to be sold to such Third Party Purchaser by the Selling Stockholder shall be reduced accordingly.

(b) The Selling Stockholder shall give written notice (the "Initial Tag Notice") to each Tag-Along Rightholder of each proposed sale by it of Offered

Securities which gives rise to the rights of the Tag-Along Rightholders set forth in this Section 3.1, at least [ten (10) Business Days][2] prior to the proposed consummation of such sale, setting forth the name and address of such Selling Stockholder, the number of Offered Securities, the name and address of the proposed Third Party Purchaser, the proposed amount and form of consideration and terms and conditions of payment offered by such Third Party Purchaser, the percentage of Shares that such Tag-Along Rightholder may sell to such Third Party Purchaser (determined in accordance with Section 3.1(a)), and a representation that such Third Party Purchaser has been informed of the "tag-along" rights provided for in this Section 3.1 and has agreed to purchase Shares in accordance with the terms hereof. The tag-along rights provided by this Section 3.1 must be exercised by any Tag-Along Rightholder wishing to sell its Shares within [ten (10)][3] Business Days following receipt of the Initial Tag Notice, by delivery of a written notice to the Selling Stockholder at the address of the Selling Stockholder indicated in the Initial Tag Notice indicating such Tag-Along Rightholder's wish to exercise its rights and specifying the number of Shares (up to the maximum number of Shares owned by such Tag-Along Rightholder required to be purchased by such Third Party Purchaser pursuant to Section 3.1) it wishes to sell, provided that any Tag-Along Rightholder may waive its rights under this Section 3.1 prior to the expiration of such ten (10) Business Day period by giving written notice to the Selling Stockholder, with a copy to the Company, of such waiver. The failure of a Tag-Along Rightholder to respond within such ten (10) Business Day period shall be deemed to be a waiver of such Tag-Along Rightholder's rights under this Section 3.1. If a Third Party Purchaser fails to purchase Shares from any Tag-Along Rightholder that has properly exercised its tag-along rights pursuant to this Section 3.1, then the Selling Stockholder shall not be permitted to consummate the proposed sale of the Offered Securities, and any such attempted sale shall be null and void *ab initio*.

(c) In connection with the exercise of any rights under this Section 3.1 by an Exercising Tag-Along Rightholder, no such Exercising Tag-Along Rightholder shall be required to (1) make any representations or warranties (except as they relate to such Exercising Tag-Along Rightholder's ownership of and authority to sell its Shares), (2) agree to any noncompetition or nonsolicitation covenants or (3) provide any indemnity, except for (A) indemnification related to breaches of the representations and warranties by such Exercising Tag-Along Rightholder with respect to its ownership of and authority to sell its Shares and (B) any other indemnity agreed to by the Tag-Along Rightholders; provided, that (x) in the case of clause (B) above, each Exercising Tag-Along Rightholder's obligation shall be several and on a pro-rata basis in proportion to its ownership interest in the Company and (y) in no event shall any Exercising Tag-Along Rightholder be held liable under either clause (A) or (B) above for any amount in excess of the net proceeds received by such Exercising Tag-Along Rightholder in connection with any such transaction.

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[2] **Note to Ad Hoc Group**: Please confirm that 10 business days is sufficient notice.

[3] **Note to Ad Hoc Group**: Please confirm that 10 business days is a sufficient period of time to exercise the tag along rights.

Section 3.2 Drag-Along Rights.

(a) Prior to a Qualified Initial Public Offering, in the event that one or more Stockholders collectively holding greater than sixty percent (60%) of the then-issued and outstanding Shares (the "Drag-Along Rightholders") determine to cause a bona fide sale, in one transaction or a series of related transactions of (i) greater than a majority of the then-issued and outstanding Shares or (ii) all or substantially all of the consolidated assets of the Company and its Subsidiaries, taken as a whole, in each case to any Third Party Purchaser (in each case, other than to an Affiliate or Related Fund of such Drag-Along Rightholders), whether directly or indirectly or by way of merger, statutory share exchange, recapitalization, reclassification, consolidation, or other business combination transaction or purchase of beneficial ownership (either (i) or (ii), a "Sale Transaction"), the Drag-Along Rightholders may (but shall be under no obligation to) send written notice (the "Drag-Along Notice") to the Company and the other Stockholders (each, a "Drag-Along Seller") no later than twenty (20) Business Days prior to the consummation of the Sale Transaction notifying them of such proposed Sale Transaction and that they will be required to sell their Shares in such Sale Transaction (or, in the case of an asset sale or any other transaction such as a merger which requires a vote of the Stockholders, vote in favor of such sale). Upon receipt of a Drag-Along Notice, each Drag-Along Seller receiving such notice shall be obligated to (i) sell Shares in the Sale Transaction (including a sale or merger) contemplated by the Drag-Along Notice in an amount equal to that percentage of the Shares being sold by the Drag-Along Rightholders determined by dividing (A) the total number of Shares being sold by the Drag-Along Rightholders in such Sale Transaction by (B) the total number of Shares owned by the Drag-Along Rightholders as of the date of the Drag-Along Notice on the same terms and conditions as the Drag-Along Sellers (including payment of its pro rata share of all costs associated with such transaction other than costs incurred for the benefit of a particular Stockholder) and (ii) otherwise take all necessary action to cause the consummation of such transaction, including voting all of its Shares in favor of such Sale Transaction and not exercising any appraisal or dissenters rights in connection therewith. Each Drag-Along Seller further agrees to (A) take all actions (including executing documents) in connection with the consummation of the proposed Sale Transaction as may reasonably be requested of it by the Drag-Along Rightholders and (B) appoint the Drag-Along Rightholders, or one of them, as its attorney-in-fact to do the same on its behalf.

(b) In connection with any Sale Transaction, no Drag-Along Seller shall be required to (i) make any representations or warranties (except as they relate to such Drag-Along Seller's ownership of and authority to sell its Shares), (ii) agree to any noncompetition or nonsolicitation covenants or (iii) provide any indemnity, except for (A) indemnification related to breaches of the representations and warranties by such Drag-Along Rightholder with respect to its ownership of and authority to sell its Shares and (B) any other indemnity agreed to by the Drag-Along Rightholders; provided, that (x) in the case of clause (B) above, each Drag-Along Seller's obligation shall be several and on a pro-rata basis in proportion to its ownership interest in the Company (except in respect of any indemnification to be made from any escrow account or other form of holdback), and (y) other than in the case of fraud of such Drag-Along Seller, in no event shall a Drag-Along Seller be held liable under either clause (A) or (B) above for any amount in excess

of the net proceeds received by such Drag-Along Seller in connection with any such Sale Transaction.

Section 3.3 Right of First Offer.

(a) Offering Notice. Prior to a Qualified Initial Public Offering, if any Significant Stockholder or New Secured Convertible Noteholder desires to transfer to any Person(s) (a "ROFO Purchaser") all or any portion of its Shares or New Secured Convertible Notes, as applicable (together, the "Subject Securities") (other than with respect to a transfer to a Permitted Transferee or pursuant to rights as set forth in Section 3.1 and Section 3.2), such Significant Stockholder or New Secured Convertible Noteholder (a "ROFO Seller") shall first grant to the Major Stockholders a right, but not an obligation, pursuant to the terms of this Section 3.3, to purchase all of the Subject Securities that the ROFO Seller desires to transfer by sending written notice (an "Offering Notice") to the Company and each Major Stockholder not including the ROFR Seller (each Major Stockholder in its capacity as such, a "ROFO Rightholder"), which shall state (i) the number of Subject Securities and (ii) the intended date of such transfer (which shall be not less than sixty (60) days from the date of the Offering Notice).

(b) Rightholder Option; Exercise. For a period of seven (7) Business Days following the Company and each ROFO Rightholder's receipt of the Offering Notice (the "Offer Period"), the ROFO Rightholders shall have the right to offer to purchase all, but not less than all, of the Subject Securities at a purchase price equal to the highest price for the Subject Securities proposed by any of the ROFO Rightholders electing to submit an offer price for the Subject Securities); provided, that if more than one ROFO Rightholder submits an offer pursuant to this Section 3.3, then pro rata according to the number of Shares (on an as-converted basis) owned by each ROFO Rightholder.

(i) The right of the ROFO Rightholders to offer to purchase all of the Subject Securities under this Section 3.3(b) shall be exercisable by delivering written notice of the exercise thereof, prior to the expiration of the Offer Period, to the ROFO Seller with a copy to the Company. Each such notice shall state that the ROFO Rightholder is willing to purchase all of the Subject Securities pursuant to this Section 3.3(b), the purchase price they offer for the Subject Securities and, in the event that there is more than one ROFO Rightholder exercising its right under this Section 3.3(b), confirmation that they will pay a purchase price equal to the highest price for all of the Subject Securities proposed by any of the ROFO Rightholders electing to submit an offer price for the Subject Securities (the "Offer Price"). The failure of any ROFO Rightholder to respond within the Offer Period to the ROFO Seller shall be deemed to be a waiver of such ROFO Rightholder's rights under this Section 3.3(b). The ROFO Rightholders may waive their respective rights under this Section 3.3 prior to the expiration of the Offer Period by giving written notice to the ROFO Seller, with a copy to the Company. The ROFO Rightholders' offer to purchase all of the Subject Securities at the Offer Price pursuant to the terms of this Section 3.3 shall be irrevocable once accepted and, in any event, for the duration of the ROFO Acceptance Period (as defined below).

(c) Sale to the ROFO Rightholders. If the ROFO Rightholders have collectively offered to purchase all, but not less than all, of the Subject Securities under Section 3.3(b), then the ROFO Seller may, within [twenty (20)][4] days of the delivery of the last written notice of the exercise from the ROFO Rightholders accept the offer of the ROFO Rightholders to purchase all, but not less than all, of the Subject Securities in accordance with Section 3.3(e) (the "ROFO Acceptance Period").

(d) Sale to a ROFO Purchaser.

(i) If the ROFO Rightholders have collectively offered to purchase all, but not less than all, of the Subject Securities under Section 3.3(b), and the ROFO Seller elects not to accept the offer of the ROFO Rightholders, then the ROFO Seller may only sell the Subject Securities to the ROFO Purchaser at a price that exceeds the Offer Price [by 5%][5] and on terms and conditions no less favorable than those set forth in Section 3.3(e); provided, however, that (A) such sale of any Subject Securities to the ROFO Purchaser is *bona fide* and is consummated within [one hundred eighty (180)][6] days after the earlier to occur of (x) the waiver by all of the ROFO Rightholders of their options to offer to purchase all of the Subject Securities and (y) the expiration of the ROFO Rightholder Acceptance Period (as applicable for this Section 3.3(d)(i), the "ROFO Purchaser Period"), and (B) such sale shall not be consummated unless and until (x) such ROFO Purchaser shall represent in writing to the ROFO Rightholders that it is aware of the rights of the Stockholders and New Secured Convertible Noteholders contained in this Agreement, and (y) prior to the purchase by the ROFO Purchaser of any of such Subject Securities, such ROFO Purchaser shall become a party to this Agreement and shall agree to be bound by the terms and conditions hereof in accordance with Section 2.4.

(ii) If the ROFO Rightholders have not collectively offered to purchase all of the Subject Securities under Section 3.3(b), then the ROFO Seller may sell the Subject Securities to one or more ROFO Purchasers at any price and on any terms and conditions selected by the ROFO Seller; provided, however, that (A) such sale of any Subject Securities to the ROFO Purchaser(s) is bona fide and is consummated within [one hundred eighty (180)] days after the earlier to occur of (x) the waiver by all of the ROFO Rightholders of their options to offer to purchase all of the Subject Securities, and (y) the expiration of the Offer Period (as applicable for this Section 3.3(d)(ii), the "ROFO Purchaser Period") and (B) such sale shall not be consummated unless and until (x) such ROFO Purchaser(s) shall represent in writing to the Company and the ROFO Rightholders that it is aware of the rights of the Major Stockholders contained in this Agreement, and (y) prior to the purchase by the ROFO Purchaser(s) of any of such Subject Securities, such ROFO Purchaser shall become a party to this Agreement and shall agree to be bound by the terms and conditions hereof in accordance with Section 2.4.

(iii) If such sale is not consummated within the applicable ROFO Purchaser Period set forth in clause (A) or clause (B) above (plus such number of

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[4] **Note to Ad Hoc Group**: Please confirm that 20 days is sufficient for the ROFO Acceptance Period.

[5] **Note to Ad Hoc Group**: Please confirm whether a 5% premium is sufficient.

[6] **Note to Ad Hoc Group**: Please confirm that 180 days is sufficient for the ROFO Purchaser Period.

additional days (if any) necessary to obtain any consents or approvals or allow the expiration or termination of all waiting periods under applicable Law) for any reason, then the restrictions provided for in this Section 3.3 shall again become effective, and no transfer of such Subject Securities may be made thereafter by the ROFO Seller without again offering the same to the ROFO Rightholders in accordance with this Section 3.3. No ROFO Seller shall take any action that is governed by the provisions of this Section 3.3 more than once in a [180-day] period.

(e) Sale to ROFO Rightholders. If the ROFO Seller elects to accept the offer of the ROFO Rightholders to purchase all, but not less than all, of the Subject Securities under Section 3.3(b), then the closing of the purchases of such Subject Securities subscribed for by the ROFO Rightholders under Section 3.3(b) shall be held at the executive office of the Company at 11:00 a.m., local time, on the forty-fifth (45th) day (plus such number of additional days (if any) necessary to obtain any consents or approvals or allow the expiration or termination of all waiting periods under applicable Law) after acceptance by the ROFO Seller of such offer or at such other day, time and place as the parties to the transaction may agree. At such closing, the ROFO Seller shall deliver certificates, if any, representing the Subject Securities, duly endorsed for transfer and accompanied by all requisite transfer taxes, if any, and such Subject Securities shall be free and clear of any Liens (other than those attributable to actions by the purchasers thereof) and the ROFO Seller shall so represent and warrant, and shall further represent and warrant that it is the sole beneficial and record owner of such Subject Securities. At the closing, the ROFO Rightholders purchasing the Subject Securities shall deliver payment in full in immediately available funds for the Subject Securities equal to the Offer Price (calculated on a per security basis) purchased by it. At such closing, all of the parties to the transaction shall execute such additional documents as are otherwise necessary or appropriate.

(f) Cooperation. In connection with this Section 3.3, the Company and the other Stockholders shall cooperate with the ROFO Seller in good faith to effect such proposed transfer and take actions reasonably requested by such ROFO Seller so long as such actions do not unreasonably interfere with the business of the Company or its Subsidiaries, including the Company furnishing the ROFO Seller and the ROFO Purchasers information, including Confidential Information, about the Company; provided, however, that the Company shall not be required to furnish any such Confidential Information to a proposed ROFO Purchaser (i) until the proposed ROFO Purchasers have entered into a customary non-disclosure agreement in form and substance reasonably satisfactory to the Company, (ii) if the ROFO Seller is not otherwise entitled to receive such information pursuant to the terms of this Agreement, (iii) if the Board of Directors, in its good faith discretion, determines that such ROFO Purchaser would not reasonably be able to satisfy the conditions set forth in Section 2.2, or (iv) if the Board of Directors, in its good faith discretion, determines that providing such information would be materially detrimental to the Company.

ARTICLE IV

FUTURE ISSUANCE OF SHARES; PREEMPTIVE RIGHTS

Section 4.1 Offering Notice. Except for (a) options to purchase Common Stock or restricted stock which may be issued pursuant to the Management Incentive Plan, (b) a subdivision of the outstanding shares of Common Stock into a larger number of shares of Common Stock, (c) capital stock issued upon exercise, conversion or exchange of any Common Stock Equivalent either (x) previously issued or (y) issued in accordance with the terms of this Agreement, (d) capital stock of the Company issued in consideration of an acquisition, approved by the Board of Directors in accordance with the terms of this Agreement, by the Company (or a Subsidiary of the Company) of another Person, (e) issuances to the public pursuant to an effective registration statement filed under the Securities Act, (f) pro rata distributions or dividends of Shares to the then current stockholders of the Company, (g) issuances of capital stock of any Subsidiary of the Company to the Company or any of its Subsidiaries, and (h) issuances in connection with any dividend or distribution on shares of preferred stock of the Company, if any ((a)-(h) being referred to collectively as "Exempt Issuances"), if the Company or any of its Subsidiaries wishes to issue or sell any capital stock or any other securities convertible into or exchangeable for capital stock of the Company or its Subsidiaries (collectively, "New Securities") to any Person (the "Subject Purchaser"), then, pursuant to Section 4.2, the Company shall offer such New Securities to each of the Significant Stockholders (each, a "Preemptive Rightholder", and collectively, the "Preemptive Rightholders") by sending written notice (the "New Issuance Notice") to the Preemptive Rightholders, which New Issuance Notice shall state (x) the number of New Securities proposed to be issued and (y) the proposed purchase price per security of the New Securities (the "Proposed Price"). Upon delivery of the New Issuance Notice, such offer shall be irrevocable unless and until the rights provided for in Section 4.2 shall have been waived or shall have expired.

Section 4.2 Exercise.

(a) For a period of [twenty (20)][7] days after the giving of the New Issuance Notice pursuant to Section 4.1, each of the Preemptive Rightholders shall have the right to purchase its Proportionate Percentage (as hereinafter defined) of the New Securities, at a purchase price equal to the Proposed Price and upon the same terms and conditions set forth in the New Issuance Notice. Each such Preemptive Rightholder shall have the right to purchase that percentage of the New Securities determined by dividing (x) the total number of Shares then owned by such Preemptive Rightholder exercising its rights under this Section 4.2 by (y) the total number of Shares owned by all of the Preemptive Rightholders exercising their rights under this Section 4.2 (the "Proportionate Percentage"). If any Preemptive Rightholder does not fully subscribe for the number or amount of New Securities that it is entitled to purchase pursuant to the preceding sentence, then each Preemptive Rightholder that elected to purchase New Securities shall have the

[7] **Note to Ad Hoc Group**: Please confirm that 20 business days is sufficient for the preemptive rights period.

right to purchase that percentage of the remaining New Securities not so subscribed for (for the purposes of this Section 4.2(a), the "Excess New Securities") determined by dividing (x) the total number of Shares then owned by such fully participating Preemptive Rightholder by (y) the total number of Shares then owned by all fully participating Preemptive Rightholders who elected to purchase Excess New Securities.

(b) The right of each Preemptive Rightholder to purchase the New Securities under subsection (a) above shall be exercisable by delivering written notice of the exercise thereof, prior to the expiration of the [20-day] period referred to in Section 4.2(a) to the Company, which notice shall state the amount of New Securities that such Preemptive Rightholder elects to purchase pursuant to Section 4.2(a). The failure of a Preemptive Rightholder to respond within such [20-day] period shall be deemed to be a waiver of such Preemptive Rightholder's rights under Section 4.2(a), provided that each Preemptive Rightholder may waive its rights under Section 4.2(a) prior to the expiration of such [20-day period] by giving written notice to the Company.

Section 4.3 Closing. The closing of the purchase of New Securities subscribed for by the Preemptive Rightholders under Section 4.2 shall be held at the executive office of the Company at 11:00 a.m., local time, on (a) the 45th day after the giving of the New Issuance Notice pursuant to Section 4.1, if the Preemptive Rightholders elect to purchase all of the New Securities under Section 4.2, (b) the date of the closing of the sale to the Subject Purchaser made pursuant to Section 4.4 if the Preemptive Rightholders elect to purchase some, but not all, of the New Securities under Section 4.2 or (c) at such other time and place as the parties to the transaction may agree. At such closing, the Company shall deliver certificates representing the New Securities, and such New Securities shall be issued free and clear of all Liens (other than those arising hereunder and those attributable to actions by the purchasers thereof) and the Company shall so represent and warrant, and further represent and warrant that such New Securities shall be, upon issuance thereof to the Preemptive Rightholders and after payment therefor, duly authorized, validly issued, fully paid and non-assessable. Each Preemptive Rightholder purchasing the New Securities shall deliver at the closing payment in full in immediately available funds for the New Securities purchased by him, her or it. At such closing, all of the parties to the transaction shall execute such additional documents as are otherwise necessary or appropriate.

Section 4.4 Sale to Subject Purchaser. The Company may sell to the Subject Purchaser all of the New Securities not purchased by the Preemptive Rightholders pursuant to Section 4.2 on terms and conditions that are no more favorable to the Subject Purchaser than those set forth in the New Issuance Notice; provided, however, that such sale is bona fide and made pursuant to a contract entered into within [ninety (90)][8] days following the earlier to occur of (i) the waiver by all Preemptive Rightholders of their option to purchase New Securities pursuant to Section 4.2(b), and (ii) the expiration of the [20-day] period referred to in Section 4.2(b). If such sale is not consummated within such [90-day] period

[8] **Note to Ad Hoc Group**: Please confirm that 90 days is enough time for the waiver of preemptive rights to remain effective.

for any reason, then the restrictions provided for herein shall again become effective, and no issuance and sale of New Securities may be made thereafter by the Company without again offering the same in accordance with this Article IV. The closing of any issuance and purchase pursuant to this Section 4.4 shall be held at a time and place as the parties to the transaction may agree within such [90-day] period.

Section 4.5 Emergency Funding. Nothing in Article IV shall be deemed to prevent any Stockholder from purchasing for cash any New Securities without first complying with the provisions of Article IV (other than this Section 4.5); provided, that (i) in connection with such purchase the delay caused by compliance with the provisions of Article IV in connection with such investment would be likely to cause harm to the Company; (ii) the Company gives prompt notice to the other holders of Shares, which notice shall describe in reasonable detail the New Securities being purchased by the Person making such purchase (for purposes of this Section 4.5, the "Purchasing Holder") and the purchase price thereof and (iii) the Purchasing Holder and the Company take all steps necessary to enable the other holders of Shares to effectively exercise their respective rights under Article IV with respect to their purchase of a pro rata share of the New Securities issued to the Purchasing Holder as promptly as reasonably practicable after such purchase by the Purchasing Holder on the terms specified in Article IV.

ARTICLE V

AFTER-ACQUIRED SECURITIES; AGREEMENT TO BE BOUND

Section 5.1 After-Acquired Securities. All of the provisions of this Agreement shall apply to all of the Shares and Common Stock Equivalents now owned or which may be issued or transferred hereafter to a Stockholder in consequence of any additional issuance, purchase, exchange or reclassification of any of such Shares or Common Stock Equivalents, corporate reorganization, or any other form of recapitalization, consolidation, merger, share split or share dividend, or which are acquired by a Stockholder in any other manner.

Section 5.2 Agreement to be Bound. The Company shall not issue any Shares or Common Stock Equivalents to any Person not a party to this Agreement, other than to directors, officers, employees or consultants of the Company pursuant to the Management Incentive Plan, unless either (a) such Person has agreed in writing to be bound by the terms and conditions of this Agreement pursuant to an instrument substantially in the form attached hereto as Exhibit A-2, or (b) such Person has entered into an agreement with the Company restricting the transfer of his, her or its Shares and Common Stock Equivalents in form and substance reasonably satisfactory to the Board of Directors. Upon becoming a party to this Agreement, such Person shall be deemed to be, and shall be subject to the same obligations as, a Stockholder hereunder. Any issuance of Shares or Common Stock Equivalents by the Company in violation of this Section 5.2 shall be null and void *ab initio*.

ARTICLE VI

CORPORATE GOVERNANCE

Section 6.1 Designation Rights. The Company and the Stockholders shall take all such corporate and stockholder actions as may be required to ensure that (a) the initial number of directors constituting the entire Board of Directors shall be equal to five (5) and (b) the number of directors constituting the entire Board of Directors shall not be fewer than five (5). The Company hereby agrees that the Board of Directors shall be composed as follows:

(a) CEO Director. The Stockholders shall designate the CEO to serve as a Director, [who shall initially be Robert Rasmus] (the "CEO Director").

(b) Designation Rights of Major Stockholders.

(i) Each Major Stockholder that holds, from time to time, fifteen percent (15%) or more (but less than thirty percent (30%)) (on an as-converted basis excluding any Common Stock issued pursuant to the Management Incentive Plan or any New Secured Convertible Notes held by management of the Company) of the Common Stock shall have the right to designate one (1) Director, for so long as such Major Stockholder and its Affiliates or Related Funds collectively continue to hold at least fifteen percent (15%) of the Shares.

(ii) Each Major Stockholder that holds, from time to time, thirty percent (30%) or more (but less than fifty percent (50%)) (on an as-converted basis excluding any Common Stock issued pursuant to the Management Incentive Plan or any New Secured Convertible Notes held by management of the Company) of the Common Stock shall have the right to designate two (2) Directors, for so long as such Major Stockholder and its Affiliates or Related Funds collectively continue to hold at least thirty percent (30%) of the Shares.

(iii) Each Major Stockholder that holds, from time to time, fifty percent (50%) or more (on an as-converted basis excluding any Common Stock issued pursuant to the Management Incentive Plan or any New Secured Convertible Notes held by management of the Company) of the Common Stock shall have the right to designate three (3) Directors, for so long as such Major Stockholder and its Affiliates or Related Funds collectively continue to hold at least fifty percent (50%) of the Shares.

For the avoidance of doubt, to the extent a Major Stockholder does not elect to exercise its rights to designate a Director pursuant to this Section 6.1(b), such failure to exercise such right shall not cause such right to expire; provided, however, that if a Major Stockholder elects not to exercise any such right, the Board of Directors shall have the right to designate additional Directors pursuant to Section 6.1(d).

(c) Each Director shall have one (1) vote, except (i) in connection with the matters set forth in Section 6.6 and (ii) each Director that is designated pursuant to Section 6.1(b)(iii) will have 1.5 votes.

(d) If clauses (a)-(b) of Section 6.1 would result in the Board of Directors consisting of less than five (5) Directors, then the remaining Directors shall have the right to designate additional Directors by a majority vote of the Board of Directors, until such time as the Board of Directors consists of five (5) Directors.

(e) If clauses (a)-(b) of Section 6.1 would result in the Board of Directors consisting of more than five (5) Directors, then the Directors shall increase the size of the Board of Directors by a majority vote of the Board of Directors in order to allow the applicable Major Stockholder(s) to designate the additional Director(s).

(f) Death; Retirement; Resignation; Removal; Vacancies. Each director is to hold office until his or her successor shall have been duly appointed and qualified or until his or her earlier death, retirement, resignation, disqualification or removal in accordance with the terms of this Section 6.1(f). The CEO Director shall be automatically removed as a Director if such person ceases to be the CEO, and the new CEO shall automatically be designated to fill such vacancy. Any Director designated pursuant to Section 6.1(b) may be removed as a Director at any time by the Major Stockholder entitled to designate such Director. If a vacancy on the Board of Directors is caused by the death, retirement, resignation or removal of any Director designated pursuant to Section 6.1(b) then the designating Major Stockholder shall, to the fullest extent permitted by applicable Law, have the exclusive right to designate a Director to fill such vacancy for the remainder of the deceased, retired, resigned or removed, as applicable, Director's term, and the Company and the Board of Directors shall take all action to cause such Director to be appointed to the Board of Directors. In the case of a vacancy with respect to the Director entitled to be designated by the other Directors pursuant to Section 6.1(d), the Directors shall designate a new Director pursuant to Section 6.1(d).

(g) Notwithstanding anything herein to the contrary, if a Major Stockholder no longer has the right to designate a Director (and therefore no longer has the right to remove any such Director) pursuant to Section 6.1(b), then upon a written request of the Board of Directors for the resignation of the Director who was designated pursuant to Section 6.1(b), each such designating Major Stockholder hereby agrees that it shall take all necessary actions to cause such Director to resign or otherwise be removed from office as a Director; provided, that any such resignation or removal shall be without prejudice to, and shall not constitute any waiver of, any right to limitation of liability, indemnification or advancement of expenses under the Charter Documents or any insurance policy of or other agreement with the Company that such Director may have as a result of his or her service as a Director prior to the effective time of such resignation or removal. For avoidance of doubt, no provision in this Agreement shall in any way limit or restrict the right of any Director to resign voluntarily at any time and for any reason.

(h) Each Director other than the CEO Director shall be entitled to serve on each committee of the Board of Directors.

(i) The Company shall take such corporate actions as may be required to effectuate and further the intent of the provisions of this Section 6.1.

Section 6.2 Assurances. The Company agrees that it shall (and shall cause its controlled Affiliates to) cooperate in facilitating any action or right described in or required by this Agreement. Without limiting the generality of the foregoing, the Company further agrees that it shall:

(a) take all actions necessary to give effect to the provisions of this Agreement;

(b) take all actions to oppose any action or proposal that is reasonably likely to impair, delay, frustrate or otherwise serve to interfere with any provision of this Agreement (including (x) removing or supporting the removal of any Director designee (except at the direction of the designating Major Stockholder(s) in accordance with this Agreement), or (y) designating a number of Directors that exceeds the number of Directors permitted to sit on the Board of Directors at any time, pursuant to the Charter Documents and this Agreement) or otherwise impairing, delaying, frustrating or otherwise interfering with the rights of the parties as set forth in this Article VI; and

(c) not (1) solicit proxies or participate in a solicitation, (2) assist any Person in taking or planning any action, or (3) cooperate in any way with, assist or participate in, knowingly encourage or otherwise facilitate or encourage any effort or attempt, in each case, that is reasonably likely to impair, delay, frustrate or otherwise serve to interfere with any provision of this Agreement (including the rights of the parties as set forth in this Article VI).

Section 6.3 Stockholder Actions.

(a) In order to effectuate the provisions of this Agreement, subject to applicable law, each Stockholder (a) hereby agrees that when any action or vote is required to be taken by such Stockholder pursuant to this Agreement, such Stockholder shall call, or cause the appropriate officers and directors of the Company to call, a Stockholders Meeting, or to execute or cause to be executed a written consent to effectuate such stockholder action, (b) shall vote their Shares at any meeting of the Stockholders, however called, and in any written action by consent of the Stockholders, and shall take such stockholder actions as may be required to effectuate and further the intent of the provisions of this Article VI, (c) shall cause the Board of Directors to adopt, either at a meeting of the Board of Directors or by unanimous written consent of the Board of Directors, all the resolutions necessary to effectuate the provisions of this Agreement, and (d) shall cause the Board of Directors to cause the Secretary of the Company, or if there be no Secretary, such other officer of the Company as the Board of Directors may appoint to fulfill the duties of Secretary, not to record any vote or consent contrary to the terms of this Agreement.

(b) As long as the New Secured Convertible Notes are outstanding, the New Secured Convertible Noteholders shall have the right to vote upon

all matters upon which the Stockholders have the right to vote (including the designation of Directors pursuant to Section 6.1(b)) together with the Stockholders as a single class and on an as-converted to Common Stock basis (assuming the full conversion of each Common Stock Equivalent into Common Stock).

Section 6.4 Reimbursement of Expenses. The Company shall promptly reimburse each Director for his or her reasonable out-of-pocket fees, charges and expenses (including travel and related expenses) incurred in connection with: (i) attending the meetings of the Board of Directors and all committees thereof; and (ii) conducting any other Company business expressly requested by the Company. The Company shall maintain directors and officers indemnity insurance coverage reasonably satisfactory to the Stockholders, and the Charter Documents shall provide for indemnification and exculpation of directors to the fullest extent permitted under applicable law.

Section 6.5 Vote Required. All actions of the Board of Directors, other than those governed by Section 6.6 and Section 6.7, shall require approval by a majority of the Board of Directors.

Section 6.6 Matters Requiring Certain Approval. The Company shall not, and shall not permit any of its Subsidiaries to, either directly or indirectly, by amendment, merger, plan of arrangement, consolidation or otherwise, in each case without the prior written consent or affirmative vote of Directors designated by one or more Major Stockholders that collectively own Common Stock representing at least sixty percent (60%) of the issued and outstanding Common Stock (on an as-converted basis):

(a) enter into a transaction (or enter into any agreement or commitment to do so) providing for the direct or indirect sale of a majority or greater of the Shares or all or substantially all of the Company's assets, whether in a single or series of transactions, including by means of a merger, consolidation, other business combination, share exchange or other reorganization of the Company (other than a Sale Transaction in accordance with Section 3.1 and Section 3.2);

(b) issue any equity securities of the Company, or any securities convertible into or exchangeable or exercisable for equity securities of the Company, other than in accordance with the Management Incentive Plan;

(c) change, modify or amend the number of directors constituting the entire Board of Directors to be greater than or less than five (5), other than in accordance with Section 6.1(e);

(d) register any securities of the Company or any Subsidiary under the Securities Act or any public offering of securities (including any initial public offering);

(e) incur any indebtedness that would cause the aggregate consolidated indebtedness of the Company to, at any time, be in excess of $[●] or in a leverage ratio above [●] or a debt service coverage ratio below [●]], including any liens,

guarantees or security in respect of such indebtedness, except any indebtedness incurred pursuant to any credit facilities approved by the Board of Directors;[9]

(f) any voluntary liquidation or dissolution of, or any filing of a petition in bankruptcy or entering into any receivership or other arrangement for the benefit of creditors with respect to, the Company or any of its Subsidiaries (other than a voluntary liquidation or dissolution of any Subsidiary of the Company pursuant to which substantially all of the assets thereof are distributed or otherwise transferred to the Company or one or more of its wholly-owned Subsidiaries);

(g) amend the Company's Charter Documents;

(h) adopt or change a material tax election or the Company's auditors;

(i) settle any material litigation proceedings or claims, or commence any material litigation proceedings or claims against any third party; or

(j) commit, offer or agree to do any of the foregoing.

Section 6.7 Affiliate Transactions. The consummation of any agreement, transaction or arrangement between the Company or any of its Subsidiaries, on the one hand, and any Stockholder or any Affiliates, officers, directors, managers or employees of such Stockholder or its Affiliates (other than the Company or any of its Subsidiaries), on the other hand (each, an "Affiliate Transaction"), shall in each case require the approval of a majority of the disinterested Directors; provided, however, that the approval requirement of this Section 6.7 shall not apply to any agreement, transaction or arrangement (a) expressly contemplated in connection with the Plan, (b) entered into on arm's length terms, (c) entered into in the ordinary course of business, (d) entered into in connection with an issuance of securities in accordance with preemptive rights as contemplated in Article IV (in which, for the avoidance of doubt, no Stockholder receives any special rights or fees that are different from those to be received by any other Stockholder), (e) entered into with Directors, officers, managers, employees or unaffiliated consultants in the ordinary course of business and approved by the Board of Directors, (f) in the case of an Affiliate Transaction that is a merger, sale or other strategic transaction involving the Company, any such transaction in which the Board of Directors obtains a fairness opinion from a nationally recognized independent financial advisor that such Affiliate Transaction is fair to the Company and the Stockholders, taken as a whole, from a financial point of view or (g) in the case of an Affiliate Transaction that is a debt financing, any such debt financing in which a particular Stockholder holds less than a majority of the debt issuance.

Section 6.8 Corporate Opportunity. The Company waives (on behalf of itself and each of its Subsidiaries), to the maximum extent permitted by law, the application of the doctrine of corporate opportunity, or any other analogous doctrine, with respect to the

[9] **Note to Ad Hoc Group/Moelis**: Please provide the applicable thresholds.

Company and its Subsidiaries, to the Stockholders and any Transferees thereof pursuant to Section 2.1 or any Directors of the Company (other than any such Person who is an employee or officer of the Company or any of its Subsidiaries). The Company and each Stockholder acknowledges and agrees that no Stockholder nor any of its Affiliates nor any Director (other than any such Person who is an employee or officer of the Company or any of its Subsidiaries) shall have any obligation to refrain from (a) engaging in the same or similar activities or lines of business as the Company or any of its Subsidiaries or developing or marketing any products or services that compete, directly or indirectly, with those of the Company or any of its Subsidiaries, (b) investing or owning any interest publicly or privately in, or developing a business relationship with, any Person engaged in the same or similar activities or lines of business as, or otherwise in competition with, the Company or any of its Subsidiaries or (c) doing business with any client or customer of the Company or any of its Subsidiaries (each of the activities referred to in clauses (a), (b) and (c), a "Specified Activity"); provided, that in engaging in any such Specified Activity no Confidential Information of the Company is used or disclosed in violation of any applicable confidentiality obligations. The Company (on behalf of itself and its Subsidiaries) and each other Stockholder renounces any interest or expectancy in, or in being offered an opportunity to participate in, any Specified Activity that may be presented to or become known to any Stockholder or any of its Affiliates or any Director (other than any such Person who is an employee or officer of the Company or any of its Subsidiaries) other than any such opportunity presented to a Director in his or her capacity as such.

ARTICLE VII

INFORMATION AND ACCESS

Section 7.1 Books and Records. The Company shall, and shall cause each of its Subsidiaries to, keep proper books of records and account, in which full and correct entries shall be made of all financial transactions and the assets and business of the Company and each of its Subsidiaries in accordance with generally accepted accounting principles consistently applied.

Section 7.2 Financial Statements and Other Information.

(a) For as long as (x) a Significant Stockholder holds Shares and (y) the Company has not registered the Common Stock under the Exchange Act, the Company shall deliver to such Significant Stockholder the following information and materials:

(i) as soon as reasonably practicable, but not later than forty-five (45) days after the end of each applicable month, the monthly financial statements of the Company;

(ii) commencing with the fiscal quarter ending on [September 30, 2020], as soon as available, but in any event not later than sixty (60) days after the end of the applicable fiscal quarter, the unaudited consolidated balance sheet of the Company and its subsidiaries, and the related statements of operations and cash flows

for such quarter and for the period commencing on the first day of the fiscal year and ending on the last day of such quarter, all certified by an appropriate officer of the Company as presenting fairly the consolidated financial condition as of such date and results of operations and cash flows for the periods indicated in conformity with GAAP applied on a consistent basis, subject to normal year-end adjustments and the absence of footnotes required by GAAP; and

(iii) as soon as available, but not later than one hundred and twenty (120) days after the end of each fiscal year of the Company, a copy of the audited consolidated balance sheet of the Company and its subsidiaries as of the end of such fiscal year and the related statements of operations and cash flows for such fiscal year prepared in accordance with GAAP, setting forth in each case in comparative form the figures for the previous year, all in reasonable detail and accompanied by a management summary and analysis of the operations of the Company for such fiscal year.

(b) Promptly following each delivery of the Company's quarterly and annual financial statements as contemplated by Section 7.2(a)(ii) and Section 7.2(a)(iii), respectively, the Company shall cause its management team to schedule and participate in a teleconference call, including a question-and-answer period during which the applicable Stockholders and bona fide good faith proposed transferees (subject to such transferees' prior execution of a customary written confidentiality agreement with the Company in form and substance reasonably acceptable to the Company) may direct questions to the management team.

(c) Notwithstanding anything to the contrary herein, (i) no Stockholder shall be entitled to receive the information specified in Section 7.2(a) and Section 7.2(b) above if a majority of the Directors (other than the Directors designated by such Stockholder) has determined, in its reasonable discretion, that the delivery of such information to such Stockholder would be detrimental to the Company (including, without limitation, in circumstances where such Stockholder is Competitor), and (ii) no employee or other Person that is a participant in the Management Incentive Plan shall have the right to view or inspect information relating to the awards of any other Person pursuant to the Management Incentive Plan.

(d) Subject to Section 9.15, bona fide good faith proposed transferees may gain access to a password-protected website or online data system maintained by the Company pursuant to this Section 7.2(d) (which, for the avoidance of doubt, shall contain the information and materials set forth in Section 7.2(a) and may participate in the conference calls describe in Section 7.2(b), subject to their prior execution of a customary written confidentiality agreement with the Company in form and substance reasonably acceptable to the Company.

Section 7.3 United States Real Property Holding Corporation. Upon the request of any Stockholder, the Company shall, if legally able to do so, execute and deliver to such Stockholder a certification in accordance with Treasury Regulations Sections 1.897-2(h) and 1.1445-2(c)(3) certifying that no interest in the Company is a "United States real property interest" within the meaning of the Code.

ARTICLE VIII

REGISTRATION RIGHTS

Prior to the consummation of an initial public offering, the parties hereto shall enter into a registration rights agreement that shall contain (a) customary demand registration rights in favor of the Major Stockholders, pursuant to which, among other things, the Major Stockholders holding twenty percent (20%) or more of the outstanding equity securities of the Company Offeror shall be entitled to two (2) long-form registrations and an unlimited number of short-form demand registrations (subject to agreed minimum thresholds on expected proceeds) and (b) customary "piggyback" registration rights in favor of the Major Stockholders and the Significant Stockholders except in the case of an initial public offering and other customary exceptions and, without cutbacks (other than customary proportional cutbacks). Each Stockholder will be subject to customary lock-ups in connection with underwritten offerings.

ARTICLE IX

MISCELLANEOUS

Section 9.1 Notices. All notices, requests, demands, document deliveries, and other communications hereunder shall be deemed given if in writing and delivered, if sent by email, courier, or by registered or certified mail (return receipt requested) to the following addresses and email addresses (or at such other addresses and email addresses as shall be specified by like notice):

(a) If to the Company, to:

Hi-Crush Inc.
1330 Post Oak Blvd., Suite 600
Houston, Texas 77056
Attn: Mark C. Skolos
Tel: (713) 980-6200
Email: mskolos@hicrush.com

with a copy to:
Latham & Watkins LLP
885 Third Avenue
New York, NY 10022
Attn: Keith A. Simon
Annemarie V. Reilly
Tel: (212) 906-1372
Fax: (212) 751-4864
Email: keith.simon@lw.com
annemarie.reilly@lw.com

(b) If to the Consenting Noteholders, to:

Paul, Weiss, Rifkind, Wharton & Garrison LLP
1285 Avenue of the Americas
New York, NY 10019-6064
Attn: Brian Hermann
Sarah Stasny
Email: bhermann@paulweiss.com
sstasny@paulweiss.com

(c) If to the New Secured Convertible Noteholders, to:

Wilmington Savings Fund Society, FSB

[_____]

(d) if to any Stockholder, at its address as it appears on the record books of the Company.

Section 9.2 Successors and Assigns; Third Party Beneficiaries. This Agreement shall inure to the benefit of and be binding upon successors and permitted assigns of the parties hereto. This Agreement is not assignable except in connection with a transfer of Shares in accordance with this Agreement. No Person other than the parties hereto and their successors and permitted assigns is intended to be a beneficiary of this Agreement.

Section 9.3 Amendment and Waiver.

(a) No failure or delay on the part of any party hereto in exercising any right, power or remedy hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any such right, power or remedy preclude any other or further exercise thereof or the exercise of any other right, power or remedy. The remedies provided for herein are cumulative and are not exclusive of any remedies that may be available to the parties hereto at law, in equity or otherwise.

(b) The terms and provisions of this Agreement may not be modified, supplemented, amended or waived, except pursuant to a writing signed by the Company and the holders of a majority of the then-issued and outstanding Common Stock; provided, however, that any such modification, supplement, amendment or waiver that disproportionately and materially adversely affects the rights or obligations of any Stockholder or Stockholders under this Agreement as compared to any other Stockholder or Stockholders shall require the prior written consent of such Stockholder or holders of a majority of the then issued and outstanding Common Stock of such similarly-situated Stockholders so affected by such modification, supplement, amendment or waiver; provided further, that any modification, supplement, amendment or waiver that materially adversely affects the rights or obligations of any Stockholder or Stockholders under Section 3.1, Section 3.2, Section 3.3, Section 7.2 or this Section 9.3 shall require the prior written consent of such Stockholders so affected by such modification, supplement, amendment or waiver; provided further, that any amendment to the definition of Major Stockholder or Significant Stockholder or any amendment of the rights of the Major Stockholders or the

Significant Stockholders shall require the prior written consent of at least a majority of the Major Stockholders or the Significant Stockholders, as applicable, as of such time. Any such modification, supplement, amendment, waiver or consent provided in accordance with this Section 9.3(b) shall be binding upon the Company and all of the Stockholders.

Section 9.4 Counterparts. This Agreement may be executed in any number of counterparts, and by the parties hereto in separate counterparts each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

Section 9.5 Specific Performance. The parties hereto intend that each of the parties have the right to seek damages or specific performance in the event that any other party hereto fails to perform such party's obligations hereunder. Therefore, if any party shall institute any action or proceeding to enforce the provisions hereof, any party against whom such action or proceeding is brought hereby waives any claim or defense therein that the plaintiff party has an adequate remedy at law.

Section 9.6 Headings. The headings in this Agreement are for convenience of reference only and shall not limit or otherwise affect the meaning hereof.

Section 9.7 Organizational Documents. In the event that any provisions of this Agreement conflict or are inconsistent with the provisions of the Company's Charter Documents, the provisions of this Agreement shall control, and each of the parties to this Agreement covenants and agrees to vote its Shares and to take any other action reasonably requested by the Company or any Stockholder to amend the applicable Charter Document of the Company, as the case may be and to the maximum extent permitted by applicable law, so as to avoid or eliminate any conflict with the provisions hereof.

Section 9.8 Governing Law; Consent to Jurisdiction. THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF DELAWARE WITHOUT REGARD TO THE PRINCIPLES OF CONFLICTS OF LAW THEREOF. The parties hereto irrevocably submit to the exclusive jurisdiction of any state or federal court sitting in the State of Delaware over any suit, action or proceeding arising out of or relating to this Agreement or the affairs of the Company. To the fullest extent they may effectively do so under applicable law, the parties hereto irrevocably waive and agree not to assert, by way of motion, as a defense or otherwise, any claim that they are not subject to the jurisdiction of any such court, any objection that they may now or hereafter have to the laying of the venue of any such suit, action or proceeding brought in any such court and any claim that any such suit, action or proceeding brought in any such court has been brought in an inconvenient forum.

Section 9.9 WAIVER OF JURY TRIAL. EACH PARTY HERETO HEREBY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT (WHETHER BASED ON CONTRACT, TORT OR ANY OTHER THEORY). EACH PARTY HERETO (A) CERTIFIES THAT NO REPRESENTATIVE,

AGENT OR ATTORNEY OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER, AND (B) ACKNOWLEDGES THAT IT AND THE OTHER PARTIES HERETO HAVE BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION.

Section 9.10 Severability. If any one or more of the provisions contained herein, or the application thereof in any circumstance, is held invalid, illegal or unenforceable in any respect for any reason, the validity, legality and enforceability of any such provision in every other respect and of the remaining provisions hereof shall not be in any way impaired, unless the provisions held invalid, illegal or unenforceable shall substantially impair the benefits of the remaining provisions hereof.

Section 9.11 Rules of Construction. Unless the context otherwise requires, references to sections or subsections refer to sections or subsections of this Agreement.

Section 9.12 Entire Agreement. This Agreement, together with the exhibits hereto, is intended by the parties as a final expression of their agreement and intended to be a complete and exclusive statement of the agreement and understanding of the parties hereto in respect of the subject matter contained herein and therein. There are no restrictions, promises, representations, warranties or undertakings, other than those set forth or referred to herein or therein. This Agreement, together with the exhibits hereto, supersede all prior agreements and understandings among the parties with respect to such subject matter.

Section 9.13 Term of Agreement. This Agreement shall become effective upon the execution hereof and shall terminate upon the earlier of (a) the QIPO Effective Date, (b) the closing of a Sale Transaction in accordance with the terms herein or (c) the complete liquidation or dissolution of the Company, provided that any equity securities of a Subsidiary of the Company that are distributed in connection with such liquidation shall be held with substantially the same rights and protections with respect thereto as are set forth in this Agreement with respect to the Common Stock.

Section 9.14 Further Assurances. Each of the parties shall, and shall cause their respective Affiliates to, execute such documents and perform such further acts as may be reasonably required or desirable to carry out or to perform the provisions of this agreement.

Section 9.15 Confidential Information. Each Stockholder shall, and shall cause its Authorized Recipients to, hold in strict confidence and not disclose any Confidential Information of the Company, any other Stockholder, or any of their respective subsidiaries or Affiliates that is provided or made available to, or otherwise known by or in the possession of, such Stockholder; provided, however, that the foregoing provision shall not apply to information which: (i) is or becomes generally known to the public (other than as a result of the breach of this Section 9.15 by such Stockholder or any of its Authorized Recipients); or (ii) is or becomes available to such Stockholder or one or more of its Authorized Recipients on a non-confidential basis from a source other than the Company

or its subsidiaries or any other Stockholder or their Authorized Recipients, or other Person known by such Stockholder to otherwise be restricted by law, contract or fiduciary duty from disclosing such Confidential Information. As used in this Agreement, the term "Confidential Information" means information, whether oral or written, that is not generally known to the public and that is used, developed or obtained by the Company or any of its subsidiaries or any Stockholder, or any of their respective Affiliates, in connection with their respective businesses, including processes, ideas, inventions (whether patentable or not), know-how, formulae, schematics, trade secrets, trademarks, copyrights, patents, designs and all other intellectual property and proprietary information, books, records, financial statements, customer and prospect lists, details regarding products and services, marketing plans, techniques, strategies and information, sales information and all other technical, business, financial, customer and product development plans, forecasts, budgets, projections, analyses, compilations, strategies and information, previously, presently, or subsequently disclosed to any Stockholder or of its Authorized Recipients. For purposes of this Section 9.15, Confidential Information may be disclosed by any Stockholder (A) to any of its Affiliates, directors, officers, managers, shareholders, members, partners, employees, counsel, agents and authorized representatives who are, in each case, subject to a written confidentiality agreement pursuant to which such recipient of Confidential Information agrees to be bound by customary confidentiality undertakings or is otherwise bound by a duty of confidentiality (collectively, "Authorized Recipients"), and such Stockholder shall remain liable for any breach by such Authorized Recipients with this Section 9.15; provided, however, that for the purposes of the definition of the term "Authorized Recipient", the term "Affiliate" shall be deemed to exclude any business which is a Competitor to the Company and its members, directors, senior advisors, principals, officers or employees, whether (in the case of an entity) now in existence or formed hereafter; and, notwithstanding the foregoing, (B)(x) to a bona fide proposed Third Party Purchaser, provided a transfer of Common Stock to such proposed Third Party Purchaser would not result in a Prohibited Transfer, solely with respect to Confidential Information that relates to the Company and its subsidiaries (and not any other Stockholder) under a written confidentiality agreement pursuant to which such recipient of Confidential Information agrees to be bound by customary confidentiality undertakings; or (y) when compelled by governmental rule or regulation, or compelled by legal process or judicial or governmental order (including any subpoena, discovery or information request), provided, however, that with respect to clause (B)(y), such Stockholder (and/or its or their Authorized Recipients) shall provide the Company or other Stockholder (as the case may be) with prompt written notice thereof (including the circumstances relating to such obligation) and the Confidential Information to be disclosed as far in advance of its disclosure as reasonably practicable so that the Company or other Stockholder (as the case may be) may seek an appropriate protective order or other appropriate remedy, use reasonable efforts to ensure that any Confidential Information so disclosed is accorded confidential treatment, or waive compliance by such Stockholder. For purposes of clause (B)(y) of the preceding sentence, a Stockholder and its Authorized Recipients shall be entitled to rely conclusively on an opinion of its (or their) nationally recognized outside counsel that such Stockholder (and/or its or their Authorized Recipients) is (or are) compelled by governmental rule or regulation, legal process or court order to disclose any such Confidential Information.

[*Signature Page Follows*]

IN WITNESS WHEREOF, the undersigned have executed, or have caused to be executed, this Stockholders Agreement on the date first written above.

COMPANY:

HI-CRUSH INC.

By: _____
Name:
Title:

STOCKHOLDER COUNTERPART

SIGNATURE PAGE TO THE
STOCKHOLDERS AGREEMENT BY AND AMONG HI-CRUSH INC., AND THE
STOCKHOLDERS (AS DEFINED THEREIN)

Name of Stockholder:_____

By:_____

Signature:_____
Name:
Title:

Address of Stockholder:_____

_____

_____

Schedule I

Consenting Noteholders

1. Clearlake Capital Group
2. BlueMountain Capital Management, LLC
3. Whitebox Advisors LLC
4. PineBridge Investments
5. MSD Credit Opportunity Master Fund, L.P.

Exhibit A-1

ACKNOWLEDGMENT AND AGREEMENT

The undersigned wishes to receive from **[insert name]** (the "Transferor") certain shares or certain options or other rights to purchase **[insert number]** shares, par value **$[insert number]** per share, of Common Stock (the "Shares") of Hi-Crush Inc., a Delaware corporation (the "Company");

The Shares are subject to the Stockholders Agreement, dated [insert date of Stockholders Agreement] (the "Agreement"), among the Company and the other parties listed on the signature pages thereto;

The undersigned has been given a copy of the Agreement and afforded ample opportunity to read and to have counsel review it, and the undersigned is thoroughly familiar with its terms;

Pursuant to the terms of the Agreement, the Transferor is prohibited from transferring such Shares and the Company is prohibited from registering the transfer of the Shares unless and until a transfer is made in accordance with the terms and conditions of the Agreement and the recipient of such Shares acknowledges the terms and conditions of the Agreement and agrees to be bound thereby; and

The undersigned wishes to receive such Shares and have the Company register the transfer of such Shares.

In consideration of the mutual promises contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and to induce the Transferor to transfer such Shares to the undersigned and the Company to register such transfer, the undersigned does hereby acknowledge and agree that (i) he/she has been given a copy of the Agreement and afforded ample opportunity to read and to have counsel review it, and the undersigned is thoroughly familiar with its terms, (ii) the Shares are subject to the terms and conditions set forth in the Agreement, and (iii) the undersigned does hereby agree fully to be bound thereby as Stockholder (as therein defined).

This _____ day of _____, 20__.

Exhibit A-2

ACKNOWLEDGMENT AND AGREEMENT

The undersigned wishes to receive from Hi-Crush Inc., a Delaware corporation (the "Company"), **[insert number]** shares, par value $**[insert number]** per share, of Common Stock, or certain newly issued options, warrants or other rights to purchase **[insert number]** shares of Common Stock (the "Shares"), of the Company;

The Shares are subject to the Stockholders Agreement, dated [insert date of Stockholders Agreement] (the "Agreement"), among the Company and the other parties listed on the signature pages thereto;

The undersigned has been given a copy of the Agreement and afforded ample opportunity to read and to have counsel review it, and the undersigned is thoroughly familiar with its terms;

Pursuant to the terms of the Agreement, the Company is prohibited from issuing the Shares unless and until a transfer is made in accordance with the terms and conditions of the Agreement and the recipient of such Shares acknowledges the terms and conditions of the Agreement and agrees to be bound thereby; and

The undersigned wishes to receive such Shares.

In consideration of the mutual promises contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and to induce the Company to issue such Shares, the undersigned does hereby acknowledge and agree that (i) he/she has been given a copy of the Agreement and afforded ample opportunity to read and to have counsel review it, and the undersigned is thoroughly familiar with its terms, (ii) the Shares are subject to terms and conditions set forth in the Agreement, and (iii) the undersigned does hereby agree fully to be bound thereby as a "Stockholder" (as therein defined).

This _____ day of _____, 20__.

Exhibit F

Retained Causes of Action

PLEASE TAKE FURTHER NOTICE that certain documents, or portions thereof, contained in this Exhibit F and the Plan Supplement remain subject to continuing negotiations among the Debtors and interested parties with respect thereto. The Debtors reserve all rights, subject to the terms and conditions set forth in the Plan and the Restructuring Support Agreement, to amend, revise, or supplement the Plan Supplement, and any of the documents and designations contained herein, at any time before the Effective Date of the Plan, or any such other date as may be provided for by the Plan or by order of the Bankruptcy Court.

Exhibit F

Retained Causes of Action

Pursuant to the Debtors' *Joint Plan of Reorganization for Hi-Crush Inc. and its Affiliate Debtors Under Chapter 11 of the Bankruptcy Code* (as may be amended or modified, the "**Plan**"),[1] the Debtors previously disclosed their intention to retain Causes of Action in Article X.F of the Plan, as set forth below:

1. Maintenance of Causes of Action

Except as otherwise provided in Article X of the Plan (including, without limitation, and for the avoidance of doubt, the Releases contained in Article X.B and Exculpation contained in Article X.E of the Plan) or elsewhere in the Plan or the Confirmation Order, after the Effective Date, the Reorganized Debtors shall retain all rights to commence, prosecute, pursue, litigate or settle, as appropriate, any and all Retained Causes of Action (including those not identified in the Plan Supplement), whether existing as of the Petition Date or thereafter arising, in any court or other tribunal including, without limitation, in an adversary proceeding Filed in the Chapter 11 Cases. The Reorganized Debtors, as the successors-in-interest to the Debtors and the Estates, may, and shall have the exclusive right to, enforce, sue on, settle, compromise, transfer or assign (or decline to do any of the foregoing) any or all of such Retained Causes of Action without notice to or approval from the Bankruptcy Court.

2. Preservation of All Causes of Action Not Expressly Settled or Released

Except as otherwise expressly provided in the Plan, the Debtors expressly reserve all Causes of Action and Retained Causes of Action for later adjudication by the Debtors or the Reorganized Debtors (including, without limitation, Causes of Action and Retained Causes of Action not specifically identified or of which the Debtors may presently be unaware or which may arise or exist by reason of additional facts or circumstances unknown to the Debtors at this time or facts or circumstances that may change or be different from those the Debtors now believe to exist) and, therefore, no preclusion doctrine, including, without limitation, the doctrines of *res judicata*, collateral estoppel, issue preclusion, claim preclusion, waiver, estoppel (judicial, equitable or otherwise) or laches shall apply to such Causes of Action or Retained Causes of Action upon or after the Confirmation or Consummation of the Plan based on the Disclosure Statement, the Plan or the Confirmation Order, except in each case where such Causes of Action or Retained Causes of Action have been expressly waived, relinquished, released, compromised or settled in the Plan (including, without limitation, and for the avoidance of doubt, the Releases contained in Article X.B of the Plan and Exculpation contained in Article X.E of the Plan) or any other Final Order (including, without limitation, the Confirmation Order). In addition, the Debtors and the Reorganized Debtors expressly reserve the right to pursue or adopt any claims alleged in any lawsuit in which any of the Debtors are a plaintiff, defendant or an interested party, against any Person or Entity, including, without limitation, the plaintiffs or co-defendants in such lawsuits.

[1] Capitalized terms used but not defined herein shall have the meanings ascribed to them in the Plan.

Notwithstanding and without limiting the generality of Article X.F of the Plan, the specific types of Causes of Action detailed below are expressly preserved by the Debtors and/or the Reorganized Debtors.

In addition, the Debtors prepared and filed with the Court a Creditor Matrix [Docket No. 4]. In addition to the below, to the extent not released pursuant to the Plan, the Debtors expressly retain all claims and Causes of Action against any entity listed in the Creditor Matrix, regardless of whether such entity is set forth below, to the extent such entity or entities owe or may in the future owe money to the Debtors or the Reorganized Debtors.

The below includes entities that are party to or that the Debtors believe may become party to litigation, arbitration or any other type of adversarial proceeding or dispute resolution proceeding, whether formal or informal, judicial or non-judicial. Unless otherwise released by the Plan, the Debtors expressly reserve all Causes of Action against or related to all entities that are party to or that may in the future become party to litigation, arbitration, or any other type of adversarial proceeding or dispute resolution proceeding, whether formal or informal, judicial or non-judicial, including, without limitation, dealers, creditors, customers, employees, utilities, suppliers, vendors, insurers, sureties, factors, lenders, bondholders, lessors or any other parties, regardless of whether such entity is included below.

1. Retained Causes of Action and potential counterclaims that may be asserted against lien claimants in connection with lien disposition, including, without limitation, Retained Causes of Action and counterclaims related to rights of setoff and contractual breaches.

2. Retained Causes of Action and potential counterclaims that may be asserted against customers related to payment shortfalls, past due payments, and contractual breaches, including without limitation, Retained Causes of Action related to rights of setoff and contractual breaches.

3. Retained Causes of Action and potential counterclaims and defenses that may be asserted against Governmental Units related to, among other things, tax refunds and attributes, and tax audits including, without limitation, Retained Causes of Action related to rights of setoff.

4. Retained Causes of Action, defenses, and potential counterclaims, among other things that may be asserted in the following cases, proceedings, and/or threatened cases and proceedings:

    - *CIG Odessa v. D&I Silica LLC et al.* AAA Arbitration Case No. 01-20-0000-7464;

    - *Cisco Logistics LLC v. FB Indus. Inc. and FB Indus. USA Inc.*, Dist. Ct. of Eastland County, Tex., Case No. CV2045726;

    - *Gulf Coast Bank and Trust Co. v. Hi-Crush LMS LLC*, Civ. Dist. Ct. for the Parish of Orleans, LA, Case No. 202004158;

- *National Chassis, LLC v. Pronghorn Logistics, LLC and Hi-Crush, Inc.*, 127th Judicial Dist. Ct. of Harris County, Tex., Case No. 202034412;

- *Robert Harris et. Al. v. Hi-Crush Inc., et al.*, Jud. Dist. Ct. of Harris County, Tex.;

- *Wooster Motor Ways, Inc. v. Hi-Crush, Inc.*, Wayne County Common Pleas Ct., Civ. Div., Case No. 2020 CVC-H000198;

- Certain proceedings before the Texas Commission on Human Rights and the Equal Employment Opportunity Commission; and

- Potential litigation between the Debtors and CST Storage.

5. Retained Causes of Action, defenses, and potential counterclaims, among other things, that may be asserted in the following state court cases and any other cases that may be brought in the future by the Wisconsin Tort Claimants:[2]

   - *Michael Sylla, et al. v. Hi-Crush Whitehall, LLC, et al.*, Trempealeau (Wis.) County Case No. 19-CV-63;

   - *Darrell Bork, et al. v. Hi-Crush Whitehall, LLC, et al.*, Trempealeau (Wis.) County Case No. 19-CV-64;

   - *Cory Berg, et al. v. Hi-Crush Blair, LLC, et al.*, Trempealeau (Wis.) County Case No. 19-CV-65; and

   - *Leland and Mary Drangstveit v. Hi-Crush Blair, LLC, et al.*, Trempealeau (Wis.) County Case No. 19-CV-66.

[*Remainder of Page Left Intentionally Blank*]

[2] "**Wisconsin Tort Claimants**" means the following persons represented by Fitzpatrick, Skemp & Butler, LLC: (A) (i) Cory Berg, Julie Berg, and Danielle Holstad; (ii) Greg Bluem and Lorraine Bluem; (iii) Dianna Brown; (iv) Michael Johnson and Paula Knutson; (v) Patrick Mathson and Deborah Clare; (vi) Randy Rose, Cara Rose, and S.S. (a minor child, by her natural parent and guardian Cara Rose); (vii) James Syverson and Kimberly Syverson; (B) (i) Darrell Bork, Mary Jo Bork, Dakotah Bork, and Colton Bork; (ii) Robert Guza, Lisa Guza, Emily Guza, and Kaitie Guza; (iii) Todd Lulig, Amy Kulig, and H.K. (a minor child by her natural parents and guardians Todd and Amy Kulig); (iv) Broney Manka; (v) Jared Manka; and (vi) John Manka and Mary Manka; (C) Leland Drangstveit and Mary Drangstveit; (D) (i) Michael J. Sylla, Stacy L. Sylla, Chase Sylla, and M.S. (a minor child by her natural parents and guardians Michael and Stacy Sylla); (ii) William J. Sylla, Angela Sylla, W.S. and Z.S. (minor children by their natural parents and guardians William and Angela Sylla); and (iii) Ann Sylla and (E) the following additional claimants with as yet unfiled claims: Kate Connell, Scott Dykstra, Glenn Willers and Beth Willers.

Exhibit G

Schedule of Rejected Executory Contracts and Unexpired Leases

PLEASE TAKE FURTHER NOTICE that certain documents, or portions thereof, contained in this Exhibit G and the Plan Supplement remain subject to continuing negotiations among the Debtors and interested parties with respect thereto. The Debtors reserve all rights, subject to the terms and conditions set forth in the Plan and the Restructuring Support Agreement, to amend, revise, or supplement the Plan Supplement, and any of the documents and designations contained herein, at any time before the Effective Date of the Plan, or any such other date as may be provided for by the Plan or by order of the Bankruptcy Court.

Hi-Crush Inc.
Contract Rejections for 9/11 Plan Supplement

Debtor	Creditor	Creditor Address	Contract Type	Description/ Title	Contract Date
D & I Silica, LLC	A.F. GELHAR, Co. Inc.	P.O Box 126, Fairwater, Wisconsin	Road Upgrade and Maintenance Agreement	Road Upgrade and Maintenance Agreement and all related amendments	6/17/2014
D & I Silica, LLC	A.F. GELHAR, Co. Inc.	P.O Box 126, Fairwater, Wisconsin	Agreement to Assume Responsibilities under Highway Agreement	Agreement to Assume Responsibilities under Highway Agreement and all related amendments	5/5/2014
D & I Silica, LLC	A.F. GELHAR, Co. Inc.	P.O Box 126, Fairwater, Wisconsin	Amended and Restated Supply Agreement	Amended and Restated Supply Agreement and all related amendments	8/14/2017
Hi-Crush Inc.	CAMDEN DEVELOPMENT, INC.,	1200 Post Oak Blvd, Houston, TX, 77056	Apartment Lease	CORPORATE APARTMENT RENTAL - 1200 POST OAK BLVD #704	4/23/2019
Hi-Crush Inc.	CINTAS CORPORATION	6800 CINTAS BLVD, CINCINNATI, OH, 45262	Equipment Lease - Safety Equipment	National First Aid and Safety Agreement	6/1/2019
D & I Silica, LLC	CINTAS CORPORATION	6801 CINTAS BLVD, CINCINNATI, OH, 45262	Specialty Apparel Rental Service Agreement	STANDARD UNIFORM RENTAL SERVICE AGREEMENT	3/21/2017
Hi-Crush Inc.	ENDECO ENGINEERS, INC.	9475 LINWOOD AVENUE, SHREVEPORT, LA, 71106	License Agreement	LICENSE AGREEMENT	1/23/2020
Pronghorn Logistics, LLC	Enterprise FM Trust	2341 Highway 85 North, Watford City, ND 58854	Equipment Lease - Vehicle	Master Equity Lease Agreement and Related Schedules	12/20/2017
Pronghorn Logistics, LLC	Enterprise FM Trust	2341 Highway 85 North, Watford City, ND 58854	Equipment Lease - Vehicle	Maintenance Management and Fleet Rental Agreement	12/20/2017
Pronghorn Logistics, LLC	Enterprise FM Trust	2341 Highway 85 North, Watford City, ND 58854	Equipment Lease - Vehicle	Maintenance Agreement	12/20/2017
Hi-Crush Inc.	Financial Pacific Leasing, Inc.	3455 S 344th Way, Federal Way, WA 98001	Equipment Finance Agreement	Financial Pacific Leasing Inc - Jan 2020	1/15/2020
Pronghorn Logistics, LLC	Regents Capital Corporation	3200 Bristol Street - Suite 400, Costa Mesa, CA 92626	Equipment Finance Agreement	Regents Capital Corp - EFA 153551	2/7/2020
Pronghorn Logistics, LLC	Regents Capital Corporation	3200 Bristol Street - Suite 400, Costa Mesa, CA 92626	Equipment Finance Agreement	Regents Capital Corp - EFA 153550	2/7/2020
Hi-Crush Last Mile Solutions LLC	Stearns Bank National Association	500 13th St. PO Box 750, Albany, MN 56307	Equipment Finance Agreement	Stearns Bank - 2203854-002	10/17/2019

Prepared at the Direction of Counsel

Hi-Crush Last Mile Solutions LLC	Stearns Bank National Association	500 13th St. PO Box 750, Albany, MN 56307	Equipment Finance Agreement	Stearns Bank - 2203854-003	11/14/2019
Hi-Crush Last Mile Solutions LLC	Stearns Bank National Association	500 13th St. PO Box 750, Albany, MN 56307	Equipment Finance Agreement	Stearns Bank - 3005043-004	12/23/2019
Hi-Crush Last Mile Solutions LLC	Stearns Bank National Association	500 13th St. PO Box 750, Albany, MN 56307	Equipment Finance Agreement	Stearns Bank - 2203851-001	10/14/2019

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

In re:	:	Chapter 11
HI-CRUSH INC., *et al.*,[1]	:	Case No. 20- 20-33495 (DRJ)
Debtors.	:	(Jointly Administered)

DECLARATION OF J. PHILIP MCCORMICK IN SUPPORT OF CONFIRMATION OF THE JOINT PLAN OF REORGANIZATION FOR HI-CRUSH INC. AND ITS AFFILIATE DEBTORS UNDER CHAPTER 11 OF THE BANKRUPTCY CODE

I, J. Philip McCormick, Jr., hereby declare that the following is true to the best of my knowledge, information and belief:

1. I am the Chief Financial Officer ("**CFO**") of each of the debtors and debtors-in-possession in the above-captioned cases (collectively, the "**Debtors**" or "**Hi-Crush**").

2. I am competent to make this declaration (the "**Declaration**") in support of the *Joint Plan of Reorganization for Hi-Crush Inc. and its Affiliate Debtors Under Chapter 11 of the Bankruptcy Code* [Docket No. 289] (the "**Plan**").[2] Except as otherwise indicated, all facts set forth in this Declaration are based upon my personal knowledge, information supplied to me by others employed by the Debtors, or information learned from my review of relevant documents. The

[1] The Debtors in these cases, along with the last four digits of each Debtor's federal tax identification number (where available), are: Hi-Crush Inc. (0530), OnCore Processing LLC (9403), Hi-Crush Augusta LLC (0668), Hi-Crush Whitehall LLC (5562), PDQ Properties LLC (9169), Hi-Crush Wyeville Operating LLC (5797), D&I Silica, LLC (9957), Hi-Crush Blair LLC (7094), Hi-Crush LMS LLC, Hi-Crush Investments Inc. (6547), Hi-Crush Permian Sand LLC, Hi-Crush Proppants LLC (0770), Hi-Crush PODS LLC, Hi-Crush Canada Inc. (9195), Hi-Crush Holdings LLC, Hi-Crush Services LLC (6206), Bulk Tracer 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.

[2] All capitalized terms not defined herein shall have the meaning ascribed to them in the Plan.

facts set forth in this Declaration are true and correct to the best of my knowledge. I am duly authorized to submit this Declaration.

The Plan Has Been Proposed in Good Faith

3. On August 15, 2020, the Debtors filed the solicitation version of the Plan with this Court. I believe that the Debtors have proposed the Plan in good faith and not by any means forbidden by law. The Debtors, the Prepetition Credit Agreement Agent, the Prepetition Credit Agreement Lenders, the Prepetition Notes Indenture Trustee, and the Consenting Noteholders (and each of their respective Related Persons) have negotiated the Plan (and the Plan Supplement) and participated in the Plan (and the Plan Supplement) formulation process at arm's length and in good faith.

4. Further, I believe that the Plan itself and the process leading to its formulation provide independent evidence of the good faith of the Debtors, the Prepetition Credit Agreement Agent, the Prepetition Credit Agreement Lenders, the Prepetition Notes Indenture Trustee, and the Consenting Noteholders (and each of their respective Related Persons) that negotiated the Plan, and assured fair treatment of holders of Claims and Equity Interests. The Chapter 11 Cases were filed, and the Plan was proposed, with the legitimate and honest purpose of reorganizing the Debtors and maximizing the value of the Debtors' assets. For these reasons, I believe the totality of the circumstances surrounding the Chapter 11 Cases, the Plan and Plan Supplement themselves, and the formulation and Confirmation of the Plan show that the Debtors proposed the Plan in good faith.

The Debtors' Entry into the Debtor Release Was a Proper Exercise of Business Judgment and the Debtor Release is Appropriate, Fair, and Reasonable

5. I believe that the Debtor Release is: (i) in exchange for 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.

6. On the Petition Date, the Debtors filed 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**"). Attached thereto was a simplified organizational chart showing the affiliates of the Debtors (the "**Organizational Chart**"). *See* First Day Declaration, ¶ 8. The Debtors believe that the affiliates identified on the Organizational Chart or otherwise discussed in the First Day Declaration represent all affiliates that have material involvement with the Debtors and these Chapter 11 Cases. The Debtors determined it was important for these entities to release each other from claims related to the Debtors.

7. Prior to the Petition Date, the Debtors engaged in arms' length negotiations with the Consenting Noteholders over the terms of the Restructuring Support Agreement. The goal of such negotiations was to reach a global compromise that would allow for a consensual reorganization that would be in the best interests of the Debtors and their estates. This involved the "give and take" of various rights by each of the parties. Throughout such negotiations, I, along with the other parties, engaged in discussions regarding numerous issues, including the Debtor Release.

8. Each of the Released Parties made contributions to the Debtors' reorganization. By its express terms, the Debtor Release only applies to Released Parties that served in their respective capacity at any time on or after the Petition Date, meaning that such parties participated in the consensual chapter 11 and plan confirmation process. The Debtors' managers, officers, employees, affiliates, and other related parties each made material efforts to ensure the success of

the reorganization. For example, in addition to their normal day-to-day duties, the Debtors' officers, managers, employees, and similar parties engaged in continuous negotiations and dialogue with the Debtors' key stakeholders throughout the Chapter 11 Cases and assisted with all endeavors necessary to navigate the Debtors through the Chapter 11 Cases and best position the Reorganized Debtors for success post-Effective Date. Such efforts included not only negotiating and consenting to the Restructuring Support Agreement, but also engaging in negotiations and settlements with various third parties and counterparties during the Chapter 11 Cases.

9. Moreover, in conjunction with the negotiation of the Restructuring Support Agreement, the Debtors evaluated any potential Causes of Action that they believe may exist against the Debtors' managers, officers, employees, affiliates, or other Released Parties and considered, among other things, the potential recoveries, the likelihood of success of any claims, the complexity and cost of pursuing such claims, and the benefits to the Estates and creditors of resolving such claims through the Plan. The Debtors did not believe, and still do not believe, that any valid claims or Causes of Action exist against any of these parties. It is my understanding that the Consenting Noteholders also evaluated any potential Causes of Action that may exist against the Released Parties and reached the same conclusion, especially when considering that the Debtor Release does not release Causes of Action related to willful misconduct, actual fraud, or gross negligence. The Debtors' decision to provide the Debtor Release was further supported by the understanding that the Consenting Noteholders reached the same conclusion.

10. For these reasons, I believe that the Debtors' decision to enter into the Debtor Release was a proper exercise of their business judgment and that the Debtor Release is appropriate, fair, and reasonable under the circumstances of these Chapter 11 Cases.

[Remainder of page intentionally left blank]

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

Dated: September 21, 2020

Respectfully submitted,

/s/ J. Philip McCormick, Jr.
J. Philip McCormick, Jr.
Chief Financial Officer of the Debtors and Debtors-in-Possession

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

In re:	:	Chapter 11
HI-CRUSH INC., *et al.*,[1]	:	Case No. 20-33495 (DRJ)
Debtors.	:	(Jointly Administered)

DECLARATION OF RYAN OMOHUNDRO IN SUPPORT OF CONFIRMATION OF THE JOINT PLAN OF REORGANIZATION FOR HI-CRUSH INC. AND ITS AFFILIATE DEBTORS UNDER CHAPTER 11 OF THE BANKRUPTCY CODE

I, Ryan Omohundro, hereby declare that the following is true to the best of my knowledge, information and belief:[2]

1. I am a Managing Director at Alvarez & Marsal North America, LLC ("**A&M**"), a limited liability corporation, the proposed restructuring advisor to the debtors and debtors in possession (collectively, the "**Debtors**") in the above-captioned Chapter 11 cases (the "**Chapter 11 Cases**"). Together with the Debtors' other advisors, I have performed a lead role in managing the restructuring efforts of the Debtors since March 2020. A&M has extensive experience and an excellent reputation for providing high quality, specialized management and restructuring advisory services to debtors and financially distressed companies, all as described more fully in the *Debtors'*

[1] The Debtors in these cases, along with the last four digits of each Debtor's federal tax identification number (where available), are: Hi-Crush Inc. (0530), OnCore Processing LLC (9403), Hi-Crush Augusta LLC (0668), Hi-Crush Whitehall LLC (5562), PDQ Properties LLC (9169), Hi-Crush Wyeville Operating LLC (5797), D&I Silica, LLC (9957), Hi-Crush Blair LLC (7094), Hi-Crush LMS LLC, Hi-Crush Investments Inc. (6547), Hi-Crush Permian Sand LLC, Hi-Crush Proppants LLC (0770), Hi-Crush PODS LLC, Hi-Crush Canada Inc. (9195), Hi-Crush Holdings LLC, Hi-Crush Services LLC (6206), Bulk Tracer 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.

[2] Unless otherwise defined herein, capitalized terms used herein shall have the meanings ascribed to them in the Plan or the Confirmation Memorandum (as such terms are defined below), as applicable.

Application to Employ and Retain Alvarez & Marsal North America, LLC, as Financial Advisors to the Debtors and Debtors in Possession Pursuant to Sections 327(a) and 328 of the Bankruptcy Code filed with this Court on July 24, 2020 [Docket No. 168].

2. I have been a full-time restructuring advisor for over 14 years. I have a broad range of experience in liquidity and working capital management, cash forecasting, liquidation analyses and valuation, business plan development, cost-cutting and asset rationalization, lender negotiations, bankruptcy planning, and accounting. In addition to the Debtors, I have advised several distressed energy companies, including Weatherford International, Parker Drilling Company, QMax, Northeast Gas Generation, Jones Energy, Castex Energy, New Mach Gen, Forbes Energy Services, US Well Services, and Quintana Energy Services.

3. Through my role as an advisor to the Debtors, I am familiar with the Debtors' business, including their operations, financial affairs, current capital structure, debt structure, creditors, and related matters. I am also familiar with the terms of the Debtors' *Joint Plan of Reorganization for Hi-Crush Inc. and its Affiliate Debtors under Chapter 11 of the Bankruptcy Code*, dated as of August 15, 2020 [Docket No. 289] (as amended, modified, or supplemented, the "**Plan**") and I am duly authorized to make and submit this declaration (the "**Declaration**") in support of the Plan as well as the *Memorandum of Law in Support of Confirmation of Joint Plan of Reorganization for Hi-Crush Inc. and its Affiliate Debtors under Chapter 11 of the Bankruptcy Code* (the "**Confirmation Memorandum**") to be filed by the Debtors in connection with these chapter 11 cases. Except as otherwise indicated, all matters set forth in this Declaration are based upon: (a) my personal knowledge, including my experience in the reorganization of distressed companies in the energy industry; (b) my review of relevant documents; (c) reasonable inquiry of the Debtors and their advisors; (d) my view, based upon my experience and knowledge of the

Debtors, including their financial history and business operations; and/or (e) information supplied to me by members of the Debtors' management and the other professional advisors retained by the Debtors in connection with these Chapter 11 Cases. If I were called upon to testify, I would testify competently to the facts set forth herein, including whether the Debtors' Plan satisfies the "best interests" of creditors test.

Background

4. A&M was engaged as a restructuring advisor to the Debtors in March 2020 to, among other things, assist in potential restructuring planning, develop and manage a cash-flow forecast, evaluate the Debtors' business plan, assist with financing issues, and liaise with creditors. The Debtors retained A&M after becoming familiar and comfortable with A&M's extensive restructuring background and experience.

5. A&M specializes in interim management, crisis management, turnaround consulting, operational due diligence, creditor advisory services, and financial and operational restructuring. A&M's debtor advisory services have included a wide range of activities targeted at stabilizing and improving a company's financial position, including developing or validating forecasts, business plans, and related assessments of a business's strategic position; monitoring and managing cash, cash flow, and supplier relationships; assessing and recommending cost reduction strategies; and designing and negotiating financial restructuring packages.

6. Since its inception in 1983, A&M has been a global provider of turnaround advisory services to companies in crisis or those in need of performance improvement in specific financial and operational areas, including, among others, in Chapter 11 cases in the Southern District of Texas and elsewhere such as: *In re Diamond Offshore Drilling, Inc.*, No. 20-32307 (DRJ) (Bankr. S.D. Tex. Apr. 26, 2020); *In re Whiting Petroleum Corp.*, No. 20-32021 (DRJ) (Bankr. S.D. Tex.

Apr. 1, 2020); *In re S. Foods Grp., LLC*, No.19-36313 (DRJ) (Bankr. S.D. Tex. Jan. 16, 2020); *In re Weatherford Int'l plc*, No. 19-33694 (DRJ) (Bankr. S.D. Tex. July 1, 2019); *In re Sanchez Energy Corp.*, No. 19-34508 (MI) (Bankr. S.D. Tex. Aug. 11, 2019); *In re Legacy Reserves Inc.*, No. 19-33395 (MI) (Bankr. S.D. Tex. June 18, 2019); *In re Jones Energy, Inc.*, No. 19-32112 (DRJ) (Bankr. S.D. Tex. May 6, 2019); *In re Parker Drilling Company*, No. 18-36958 (MI) (Bankr. S.D. Tex. Jan. 15, 2019); *In re iHeart Media, Inc.*, No. 18-31274 (MI) (Bankr. S.D. Tex. Apr. 12, 2018); *In re EXCO Resources, Inc.*, No. 18-30155 (MI) (Bankr. S.D. Tex. Jan. 15, 2018); *In re Expro Holdings US, Inc.*, No. 17-60179 (DRJ) (Bankr. S.D. Tex. Dec. 18, 2017); *In re Seadrill Ltd.*, No. 17-60079 (DJR) (Bankr. S.D. Tex. Sept. 12, 2017); *In re Ameriforge Grp. Inc.*, No. 17-32660 (DRJ) (Bankr. S.D. Tex. June 9, 2017); *In re SandRidge Energy, Inc.*, No. 16-32488 (DRJ) (Bankr. S.D. Tex. June 23, 2016); *In re Southcross Holdings*, LP, No. 16-20111 (MI) (Bankr S.D. Tex. May 6, 2016).

7. Since A&M's initial engagement in this matter, the A&M personnel providing services to the Debtors have worked closely with the Debtors' management and other professionals in assisting with the Debtors' restructuring efforts and the myriad requirements of these Chapter 11 Cases. As a result of that work, I am familiar with the Debtors' capital structure, business operations, books and records, and restructuring efforts to date, and I have developed a firm understanding of the Debtors' liquidity position and needs.

The Plan

I. The Plan Satisfies the Bankruptcy Code's Requirements for Confirmation

A. The Plan Satisfies Bankruptcy Code Section 1129(a)(3)

8. The Debtors have proposed the Plan in good faith, with honesty and good intentions, and the Plan has a reasonable hope of success. The Debtors have proposed the Plan in consultation with the Debtors' management, legal, and financial advisors. The Plan is the

culmination and the direct result of the Debtors' extensive negotiations with their key creditor constituencies and estate fiduciaries regarding a plan structure and confirmation timeline that would minimize the Debtors' time in Chapter 11 and correspondingly maximize value and increase their likelihood of emerging with their operations fully intact. The Plan eliminates or repays a substantial portion of prepetition debt, enables the Debtors to maintain relationships with key vendors, provides the Debtors with an appropriate level of operational capital post-emergence, and preserves hundreds of jobs. For these and other reasons, I believe that the Plan has been proposed by the Debtors in good faith and solely for the legitimate and honest purposes of reorganizing the Debtors' ongoing businesses and enhancing their long-term financial viability. I believe the Plan maximizes the value of the estate.

B. The Plan is in the Best Interests of All Creditors and Equity Interest Holders

9. I understand that to satisfy the "best interests" test under section 1129(a)(7) of the Bankruptcy Code, a debtor must demonstrate that each holder of a claim or equity interest in an impaired class has either (i) accepted the plan or (ii) is receiving at least as much value under a proposed plan as they would receive in a hypothetical Chapter 7 liquidation. To the best of my knowledge, information and belief, insofar as I have been able to ascertain after reasonable inquiry, one or both of these are true as to every holder of a claim or equity interest in an impaired class.

10. I oversaw the Debtors' hypothetical, reasonable and good-faith estimate of the proceeds that would be generated if the Debtors were liquidated in accordance with Chapter 7 of the Bankruptcy Code (the "**Liquidation Analysis**"), a true and correct copy of which is attached as hereto as **Exhibit A**. I completed the Liquidation Analysis after extensive due diligence by the Debtors, Lazard Frères and Co. LLP, and A&M. The Liquidation Analysis reflects the views and

input of the Debtors' management based upon their experience with the Debtors' assets, and includes a detailed description of the assumptions, analysis and results of a hypothetical Chapter 7 liquidation of the Debtors. The Liquidation Analysis was set forth in the Disclosure Statement and a complete description of the process and the results of the Liquidation Analysis are set forth in Exhibit C to the Debtors' Disclosure Statement.

11. I understand that the best interests test is not relevant to the Holders of (a) Other Priority Claims in Class 1, (b) Other Secured Claims in Class 2, (c) Secured Tax Claims in Class 3, and (d) Old Affiliate Interests in any Parent Subsidiary in Class 7 because such Classes of Claims and Equity Interests are Unimpaired under the Plan. In addition, because the Holders of Class 6 Intercompany Claims are Affiliates of the Debtors, the Holders of such Claims were conclusively deemed to have accepted the Plan and, thus, the best interests test is not relevant to such Holders either.

12. As stated in the Liquidation Analysis, subject to the assumptions and limitations described therein, the proceeds from a hypothetical Chapter 7 liquidation would yield between $65.7 million and $107.7 million in net proceeds (after taking into account liquidation expenses). Thus, as set forth in the Liquidation Analysis, after subtracting liquidation expenses, the proceeds from a hypothetical Chapter 7 liquidation would provide each Impaired Class with the estimated recoveries set forth in the table below. As shown below, none of these estimated Chapter 7 recoveries are more than the estimated recoveries as set forth in the Plan.

Class	Claim	Low Estimated Chapter 7 Recovery	High Estimated Chapter 7 Recovery	Estimated Plan Recovery
4	Prepetition Notes Claims	0.6%	4.7%	26.2-37.4%
5	General Unsecured Claims	0%	0.5%	26.2-37.4%
8	Old Parent Interests	0%	0%	0%

13. I believe that the recoveries under the Plan are equal or exceed those under a hypothetical liquidation, as set forth in the Liquidation Analysis. Furthermore, I believe that the Debtors' going-concern value substantially exceeds the liquidation value set forth in the Liquidation Analysis. As a result, to the best of my knowledge, information and belief, and after reasonable inquiry, I believe that the Plan is in the best interests of the Debtors and their Estates.

C. The Plan Has Been Accepted by Impaired Voting Classes and can be Crammed Down on Impaired Classes Who Have Voted to Reject or Who Are Deemed to Reject the Plan

14. I understand that holders of Old Parent Interests in Class 8 are not receiving or retaining any property on account of their Claims or Equity Interests and, as such, are deemed to have rejected the Plan pursuant to section 1126(g) of the Bankruptcy Code. It is my further understanding that, based on the advice of the Debtors' counsel, the Plan is nonetheless confirmable because, as discussed in greater detail below, it satisfies the "cram down" requirements of section 1129(b) of the Bankruptcy Code as to Class 8. Under section 1129(b), the court may "cram down" a plan over the dissenting vote of an impaired class or classes of claims or interests so long as the plan does not "discriminate unfairly" and is "fair and equitable" with respect to such dissenting class or classes.

1. The Plan Does Not Discriminate Unfairly

15. It is my understanding, based on the advice of the Debtors' counsel, that (a) a plan unfairly discriminates where similarly-situated classes are treated differently without a reasonable

basis for the disparate treatment; and (b) different recoveries between creditor classes of the same priority does not constitute "unfair discrimination" when (i) the difference in plan recoveries is attributable to a "carve-out" of a secured lender's collateral, (ii) there is a reasonable business justification for the differing treatment under the plan, and (iii) the differing legal characteristics among creditors and classes of claims supports differential treatment.

16. Pursuant to the Plan, Class 8 is deemed to reject, and holders of old equity interests are not receiving recovery. Accordingly, I believe that this Plan does not provide for unfair discrimination, and any objection on the basis of section 1129(b) should be overruled.

2. The Plan is Fair and Equitable

17. I have been advised that the Bankruptcy Code provides that a chapter 11 plan is fair and equitable with respect to a class of impaired unsecured claims or interests if under the plan (i) no holder of any junior claim or interest will receive or retain property under the plan on account of such junior claim or interest and (ii) no holder of any senior claim will receive or retain property under the plan on account of such senior claim more than full value on account of its claim.

18. Pursuant to the Plan, holders of Class 8 claims are not receiving recovery and there are no classes junior to Class 8. Furthermore, no holders of claims in Class 1 through 7 will receive more than full value under their claim. Therefore, the Debtors have satisfied section 1129(b) because the holder of any claim interest that is junior to the interests of Class 8 will not receive or retain any property under the Plan on account of such junior claim or interest, and no holder of a Claim senior to Class 8 will receive more than full value on account of its Claim.

Conclusion

19. In light of the foregoing, I believe that: (a) the Plan and the transactions embodied therein have been structured to accomplish the Debtors' goal of maximizing returns to stakeholders and effectively reorganizing the Debtors; (b) the Plan has been proposed by the Debtors in good

faith; (c) the Plan is "fair and equitable" and, therefore, consistent with the requirements of section 1129(b) of the Bankruptcy Code with respect to Class 8; and (d) confirmation of the Plan is in the best interests of the Debtors and their Estates.

20. Accordingly, I believe that the Plan satisfies the requirements of the Bankruptcy Code, the Bankruptcy Rules and other applicable non-bankruptcy laws, as they have been explained to me, and should be confirmed.

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

Dated: September 21, 2020

Respectfully submitted,

/s/ Ryan Omohundro
Ryan Omohundro
Alvarez & Marsal North America, LLC

EXHIBIT A

Liquidation Analysis

Exhibit C: Liquidation Analysis

Introduction

Often referred to as the "best interests of creditors" test, section 1129(a)(7) of the Bankruptcy Code[1] requires that a Bankruptcy Court find, as a condition to confirmation of a plan of reorganization, that each holder of a claim or interest in each impaired class either (i) has accepted the plan; or (ii) will receive or retain under the plan property of a value, as of the effective date of the confirmed plan, that is not less than the amount such holder would receive if the debtor was liquidated under chapter 7 of the Bankruptcy Code.[2]

To conduct this Liquidation Analysis, the Debtors and their advisors have taken the following steps:

i) estimated the cash proceeds that a chapter 7 trustee (a "**Trustee**") would generate if each Debtor's chapter 11 case was converted to a chapter 7 case on the Effective Date and the assets of such Debtor's Estate were liquidated (the "**Liquidation Proceeds**");

ii) determined the distribution that each holder of a Claim or Equity Interest would receive from the Liquidation Proceeds under the priority scheme set forth in chapter 7 (the "**Liquidation Distribution**"); and

iii) compared each holder's Liquidation Distribution to the distribution such holder would receive under the Debtors' chapter 11 Plan if the Plan were confirmed and consummated (the "**Plan Distribution**").

This Liquidation Analysis represents an estimate of cash distributions and recovery percentages based on a hypothetical chapter 7 liquidation of the Debtors' assets. It is therefore a hypothetical analysis based on certain assumptions discussed herein and in the Disclosure Statement. As such, asset values and claims discussed herein may differ materially from amounts referred to in the Plan and Disclosure Statement. The Liquidation Analysis should be read in conjunction with the assumptions, qualifications, and explanations set forth in the Disclosure Statement and the Plan in their entirety, as well as the notes and assumptions set forth below.

The determination of the costs of, and proceeds from, the hypothetical liquidation of the Debtors' assets in a chapter 7 case involves the use of estimates and assumptions that, although considered reasonable by the Debtors based on their business judgment and input from their advisors, are subject to significant business, economic, and competitive uncertainties and contingencies beyond the control of the Debtors, their management and their advisors. The Liquidation Analysis was prepared for the sole purpose of generating a reasonable, good faith estimate of the proceeds that would be generated if the Debtors' assets were liquidated in accordance with chapter 7 of the

[1] Capitalized terms used but not otherwise defined herein have the meanings ascribed to them in the Disclosure Statement, to which this Liquidation Analysis is attached **Exhibit C**, or the Plan attached to the Disclosure Statement as **Exhibit A**.

[2] Additional references to chapter 7 throughout this exhibit assumed to encompass similar insolvency proceedings in non-US jurisdictions. Local / jurisdictional laws and/or rules governing liquidation priorities outside the US are assumed to be generally consistent with those set forth in chapter 7 of the Bankruptcy Code. Any deviations of such laws and/or rules would not materially impact the conclusions of this analysis.

Bankruptcy Code. The Liquidation Analysis is not intended, and should not be used, for any other purpose.

All of the limitations and risk factors set forth in the Disclosure Statement are applicable to this Liquidation Analysis and are incorporated by reference herein. The underlying financial information in the Liquidation Analysis was prepared using policies that are generally consistent with those applied in historical financial statements but was not compiled or examined by independent accountants and was not prepared to comply with GAAP or SEC reporting requirements.

THE DEBTORS AND THEIR ADVISORS MAKE NO REPRESENTATIONS OR WARRANTIES REGARDING THE ACCURACY OF THE ESTIMATES CONTAINED HEREIN OR A CHAPTER 7 TRUSTEE'S ABILITY TO ACHIEVE FORECASTED RESULTS. IN THE EVENT THESE CHAPTER 11 CASES ARE CONVERTED TO A CHAPTER 7 LIQUIDATION, ACTUAL RESULTS COULD VARY FROM THE ESTIMATES SET FORTH IN THIS LIQUIDATION ANALYSIS.

BASIS OF PRESENTATION

The Liquidation Analysis has been prepared assuming that the Debtors' chapter 7 liquidation commences on or about September 30, 2020 (the "**Liquidation Date**"). The pro forma values referenced herein are projected as of the Liquidation Date and utilize the May 31, 2020 balance sheet and projected results of operations and cash flow over the projection period to the assumed Liquidation Date. The Debtors have assumed that the Liquidation Date is a reasonable proxy for the anticipated Effective Date. The Liquidation Analysis was prepared on a legal entity basis for each Debtor (and non-debtor) and, for presentation purposes, summarized into a consolidated report.

In preparing the Liquidation Analysis, the Debtors estimated Allowed Claims based on a review of the Debtors' financial statements and projected results of operations and cash flow over the projection period to account for estimated liabilities, as necessary. The cessation of business in a liquidation is likely to trigger certain claims and funding requirements that would otherwise not exist under the Plan absent a liquidation. Such claims could include chapter 7 administrative expense claims, including, wind down costs, trustee fees, and professional fees, among other claims. Some of these claims and funding obligations could be significant and would be entitled to administrative or priority status in payment from liquidation proceeds. The Debtors' estimates of Allowed Claims set forth in the Liquidation Analysis should not be relied on for the purpose of determining the value of any distribution to be made on account of Allowed Claims or Equity Interests under the Plan.

NOTHING CONTAINED IN THE LIQUIDATION ANALYSIS IS INTENDED TO BE, OR CONSTITUTES, A CONCESSION, ADMISSION, OR ALLOWANCE OF ANY CLAIM BY THE DEBTORS. THE ACTUAL AMOUNT OR PRIORITY OF ALLOWED CLAIMS IN THE CHAPTER 11 CASES COULD MATERIALLY DIFFER FROM THE ESTIMATED AMOUNTS SET FORTH AND USED IN THE LIQUIDATION ANALYSIS. THE DEBTORS RESERVE ALL RIGHTS TO SUPPLEMENT, MODIFY, OR AMEND THE ANALYSIS SET FORTH HEREIN.

Chapter 7 administrative expense claims that arise in a liquidation scenario would be paid in full from the Liquidation Proceeds prior to proceeds being made available for distribution to holders of Allowed Claims. Under the "absolute priority rule," no junior creditor may receive any distributions until all senior creditors are paid in full, and no equity holder may receive any distribution until all creditors are paid in full. The assumed distributions to creditors as reflected in the Liquidation Analysis are estimated in accordance with the absolute priority rule.

This Liquidation Analysis does not include any recoveries or related litigation costs resulting from any potential preference, fraudulent transfer, or other litigation or avoidance actions that may be available under the Bankruptcy Code because of the cost of such litigation, the uncertainty of the outcome, and potential disputes regarding these matters. In addition, the Liquidation Analysis assumes all customer contracts are terminated on the Liquidation Date. Rejection damages claims have been estimated for purposes of this analysis, however, actual claims could materially differ from estimates. Finally, the Liquidation Analysis does not include estimates for the tax consequences that may be triggered upon the liquidation and sale of assets in the manner described above. Such tax consequences could be material.

LIQUIDATION PROCESS

The Debtors' liquidation would be conducted pursuant to chapter 7 of the Bankruptcy Code. The Debtors have assumed that their liquidation would occur over approximately six months during which the Trustee would efficiently and effectively monetize substantially all the assets on the consolidated balance sheet and administer and wind-down the Estates.[3]

As part of the Trustee's liquidation process, the initial step would be to develop a liquidation plan designed to generate proceeds from the sale of assets that it would then distribute to creditors. This liquidation process would have three major components:

i) Cash proceeds from asset sales ("**Gross Distribution Proceeds**");

ii) Costs to liquidate the business and administer the Estates under chapter 7 (**"Liquidation Adjustments"**);

iii) Remaining proceeds available for distribution to claimants ("**Net Distribution Proceeds**").

i) Gross Distribution Proceeds

The Gross Distribution Proceeds reflect the proceeds the Trustee would generate from a hypothetical chapter 7 liquidation. Under section 704 of the Bankruptcy Code, a Trustee must, among other duties, collect and convert property of the Estates as expeditiously as is compatible with the best interests of parties in interest, which could result in potentially distressed recoveries. This Liquidation Analysis assumes the Trustee will market the assets on an accelerated timeline and consummate the sale transactions within six months from the Liquidation Date. Asset values in the liquidation process will likely be materially reduced due to, among other things, (i) the

[3] Although the Liquidation Analysis assumes the liquidation process would occur over a six-month period, it is possible the disposition and recovery from certain assets could take shorter or longer to realize.

accelerated time frame in which the assets are marketed and sold; (ii) negative vendor / customer reaction; and (iii) the generally forced nature of the sale.

The Debtors have assumed the Trustee will retain lawyers, financial advisors, and investment bankers to support the sale and transition of assets over the six-month liquidation period.

ii) The Liquidation Adjustments

The Liquidation Adjustments reflect the costs the Trustee would incur to monetize the assets and wind down the Estates in chapter 7 and include the following:

- Expenses necessary to efficiently and effectively monetize the assets (the "**Wind Down Budget**");
- Chapter 7 professional fees;
- Chapter 7 Trustee fees; and

iii) Net Distribution Proceeds

The Net Distribution Proceeds reflect amounts available to Holders of Claims after the Liquidation Adjustments are netted against the Gross Distribution Proceeds. Under this analysis, the Liquidation Proceeds are distributed to Holders of Claims against, and Equity Interests in, the Debtors in accordance with the Bankruptcy Code's priority scheme:

- Superpriority Carve-Out Claims – Claims attributed to accrued and unpaid fees for the U.S. Trustee and Clerk of the Bankruptcy Court, and certain Professional Persons (as defined in the Interim DIP Order);
- Superpriority DIP ABL Claims – Claims attributed to the DIP ABL Credit Agreement;
- Superpriority DIP Term Loan Claims – Claims attributed to the DIP Term Loan Credit Agreement, including accrued and unpaid principal and interest as of the Liquidation Date;
- Administrative Expenses – Claims for post-petition accounts payable, post-petition intercompany claims, post-petition accrued expenses, Professional Fee Claims, and other claims granted administrative expense priority status under section 503(b)(9) of the Bankruptcy Code during these Chapter 11 Cases.
- Other Secured Claims – There are no assumed Other Secured Claims for purposes of the Liquidation Analysis;
- Priority Tax Claims – Claims entitled to priority under section 507 of the Bankruptcy Code.
- Other Priority Claims – There are no assumed Other Priority Claims for purposes of the Liquidation Analysis;

- Prepetition Notes Claims – Any and all Claims arising from, under, or in connection with the Prepetition Notes, the Prepetition Notes Indenture (each, as defined in the Plan), or any other related document or agreement. Notably, the Prepetition Notes Claims maintain structural priority over General Unsecured Claims because each Debtor guaranteed the "Obligations" (as defined in the Prepetition Notes Indenture), whereas General Unsecured Claims generally only maintain a Claim against a single Debtor entity.

- General Unsecured Claims – Claims arising from non-priority claims, including certain pre-petition liabilities not subject to first-day relief and various other unsecured liabilities, and excluding the Prepetition Notes Claims.

- Intercompany Claims – Claims arising from amounts the Debtors owe to other Debtors and/or non-Debtor Affiliates;

- Intercompany Interests – Equity Interests arising from the Debtors' Equity Interests in other Debtors and Non-Debtor Affiliates.

- Old Parent Interests – Claims arising from Equity Interests in Debtor Hi-Crush Inc.

CONCLUSION

The Debtors have determined, as summarized in the table below, on the Effective Date, that the Plan will provide all Holders of Allowed Claims and Equity Interests with a recovery that is not less than what they would otherwise receive pursuant to a liquidation of the Debtors' assets under chapter 7 of the Bankruptcy Code. Accordingly, the Plan satisfies the requirement of 1129(a)(7) of the Bankruptcy Code.

Summary Recovery Table

	Plan Recoveries (1)			Chapter 7 Liquidation Recoveries (2)		
	Low	**Midpoint**	**High**	**Low**	**Midpoint**	**High**
Superpriority Carve-Out Claims	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%
Superpriority DIP ABL Claims	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%
Superpriority DIP Term Loan Claims	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%
Administrative Expenses	100.0%	100.0%	100.0%	26.9%	56.8%	70.4%
Priority Tax Claims	100.0%	100.0%	100.0%	64.7%	69.1%	84.0%
Prepetition Notes Claims	26.2%	31.9%	37.4%	0.6%	1.9%	4.7%
General Unsecured Claims	26.2%	31.9%	37.4%	0.0%	0.0%	0.5%
Intercompany Claims	N/A	N/A	N/A	0.0%	0.0%	0.0%
Intercompany Interests	N/A	N/A	N/A	0.0%	0.0%	0.0%
Old Parent Interests	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%

Notes

(1) Plan Recoveries assume full participation in the rights offering by both Prepetition Notes and General Unsecured Claims.

(2) The Liquidation Analysis was prepared on a legal entity basis for each Debtor and, for presentation purposes, summarized into a consolidated report. This entity-by-entity analysis is the reason, for example, why Priority Tax Claims receive a higher recovery than Administrative Expenses, and also why Prepetition Notes Claims and General Unsecured Claims receive any recovery in chapter 7 when neither Priority Tax Claims nor Administrative Expenses get paid in full.

The Liquidation Analysis should be reviewed with the accompanying "Specific Notes to the Liquidation Analysis" set forth on the following pages. The below tables reflect the consolidation of the standalone liquidation analyses for each Debtor and non-debtor.

USD in millions

Gross Liquidation Proceeds		31-May Net Book Value	Adjustments / Setoffs	30-Sep Pro Forma Value	Recovery Estimate % Low	Recovery Estimate % Midpoint	Recovery Estimate % High	Recovery Estimate $ Low	Recovery Estimate $ Midpoint	Recovery Estimate $ High
Current Assets										
Unrestricted Cash	[A]	32.1	(19.1)	12.9	100.0%	100.0%	100.0%	12.9	12.9	12.9
Restricted Cash	[A]	-	13.0	13.0	0.0%	0.0%	0.0%	-	-	-
Accounts Receivable	[B]	24.0	0.2	24.0	72.7%	77.7%	82.7%	17.4	18.6	19.8
Inventory	[C]	30.1	(1.8)	28.3	28.3%	35.9%	43.5%	8.0	10.2	12.3
Other Current Assets	[D]	6.4	1.0	7.4	0.0%	0.0%	0.0%	-	-	-
Total Current Assets		**92.5**	**(6.7)**	**85.6**	**44.8%**	**48.7%**	**52.6%**	**38.3**	**41.7**	**45.0**
Property Plant & Equipment, Net										
Land	[E]	272.1	(4.4)	267.7	1.7%	3.6%	5.5%	4.4	9.6	14.7
Plant & Equiptment	[F]	214.4	(3.4)	211.0	6.0%	8.5%	11.1%	12.6	18.0	23.3
Other PP&E, Net	[G]	173.6	(0.2)	173.3	13.4%	16.6%	19.7%	23.2	28.7	34.2
Total PP&E		**660.1**	**(8.0)**	**652.0**	**6.2%**	**8.6%**	**11.1%**	**40.2**	**56.3**	**72.3**
Other Assets										
Intangible Assets	[H]	36.3	(0.0)	36.3	0.0%	0.0%	0.0%	-	-	-
Investment in PropX	[I]	55.1	(16.0)	39.0	0.0%	5.0%	10.0%	-	2.0	3.9
Other Long Term Assets	[J]	48.0	(0.1)	48.0	0.0%	0.0%	0.0%	-	-	-
Total Other Assets		**139.4**	**(16.1)**	**123.3**	**0.0%**	**1.6%**	**3.2%**	**-**	**2.0**	**3.9**
Gross Liquidation Proceeds		**892.1**	**(30.8)**	**860.9**	**9.1%**	**11.6%**	**14.1%**	**78.6**	**99.9**	**121.2**
Less: Liquidation Adjustments										
Wind Down Budget	[K]							(8.1)	(8.1)	(8.1)
Professional Fees	[L]							(2.4)	(2.2)	(1.8)
Trustee Fees	[M]							(2.3)	(3.0)	(3.6)
Net Liquidation Proceeds		**892.1**	**(30.8)**	**860.9**	**7.6%**	**10.1%**	**12.5%**	**65.7**	**86.6**	**107.7**
Value Redistribution:										
Intercompany Receivables - Non-Debtor	[N]	54.7	-	54.7	0.2%	0.2%	0.2%	0.1	0.1	0.1
Investments in Subsidiaries	[O]	nmf	nmf	nmf	nmf	nmf	nmf	-	-	-
Total Value Redistribution		**54.7**	**-**	**54.7**	**0.2%**	**0.2%**	**0.2%**	**0.1**	**0.1**	**0.1**
Net Liquidation Proceeds Available for Distribution		**946.7**	**(30.8)**	**915.6**	**7.2%**	**9.5%**	**11.8%**	**65.9**	**86.7**	**107.8**

USD in millions		Claims			% Recovery			$ Recovery		
		Low	**Midpoint**	**High**	**Low**	**Midpoint**	**High**	**Low**	**Midpoint**	**High**
Total Proceeds								65.9	86.7	107.8
Less: Superpriority Carve-Out Claims	[P]	(4.7)	(4.7)	(4.7)	100.0%	100.0%	100.0%	(4.7)	(4.7)	(4.7)
Remaining Amount Available for Distribution								61.2	82.0	103.1
Less: Superpriority DIP ABL Claims	[Q]	(11.0)	(11.0)	(11.0)	100.0%	100.0%	100.0%	(11.0)	(11.0)	(11.0)
Remaining Amount Available for Distribution								50.1	70.9	92.1
Less: Superpriority DIP Term Loan Claims	[Q]	(31.8)	(31.8)	(31.8)	100.0%	100.0%	100.0%	(31.8)	(31.8)	(31.8)
Remaining Amount Available for Distribution								18.3	39.1	60.3
Less: Other Priority Claims	[R]	-	-	-	0.0%	0.0%	0.0%	-	-	-
Remaining Amount Available for Distribution								18.3	39.1	60.3
Less: Other Secured Claims	[S]	-	-	-	0.0%	0.0%	0.0%	-	-	-
Remaining Amount Available for Distribution								18.3	39.1	60.3
Less: Priority Tax Claims	[T]	(3.8)	(3.8)	(3.8)	64.7%	69.1%	84.0%	(2.5)	(2.6)	(3.2)
Remaining Amount Available for Distribution								15.9	36.5	57.1
Less: Chapter 11 Administrative Expense	[U]	(48.4)	(48.4)	(48.4)	26.9%	56.8%	70.4%	(13.0)	(27.5)	(34.1)
Remaining Amount Available for Distribution								2.8	9.0	23.0
Less: Prepetition Notes Claims	[V]	(477.8)	(477.8)	(477.8)	0.6%	1.9%	4.7%	(2.8)	(9.0)	(22.3)
Remaining Amount Available for Distribution								0.0	0.0	0.7
Less: General Unsecured Claims	[W]	(133.5)	(133.5)	(133.5)	0.0%	0.0%	0.5%	(0.0)	(0.0)	(0.7)
Remaining Amount Available for Distribution								-	-	-
Less: Intercompany Claims	[X]	(54.5)	(54.5)	(54.5)	0.0%	0.0%	0.0%	-	-	-
Remaining Amount Available for Distribution								-	-	-
Less: Intercompany Interests	[Y]	nmf	nmf	nmf	nmf	nmf	nmf	-	-	-
Remaining Amount Available for Distribution								-	-	-
Less: Old Parent Interests	[Z]	nmf	nmf	nmf	nmf	nmf	nmf	-	-	-
Remaining Amount Available for Distribution								-	-	-

SPECIFIC NOTES TO THE LIQUIDATION ANALYSIS

Gross Liquidation Proceeds from External Assets

The below table summarizes asset recoverability percentages for the Debtors' assets. Net Distribution Proceeds on the sale of non-debtor assets are recovered by the Debtors via settlement of intercompany receivables and/or equity distributions factoring the priority of claims that reside at each non-debtor (reference Value Redistribution section below).

Note	Asset Type / Assumptions	Debtors' Recovery
A	Unrestricted cash consist of all cash and liquid investments, if applicable, and restricted cash consist of cash collateralizing letters of credit. The Liquidation Analysis assumes cash collateralized letters of credit are drawn on the Liquidation Date and are not recoverable.	50%
B	Accounts Receivable consist of trade amounts owed for frac sand, transportation and logistics services provided to oilfield services companies and oil & natural gas exploration and production customers. The analysis assumes that customers would terminate contracts at the Liquidation Date and offset the costs associated with switching to a new provider against amounts owed. The interruption of business caused by the liquidation could further impact the ability of the Trustee to collect on these amounts.	78%
C	Inventory consists of wet frac sand, dry frac sand, spare parts, diesel and unleaded fuel, and sand material that is onsite or in transit. The Debtors expect wet frac sand could be sold in a liquidation scenario at values ranging from approximately $0 per ton to $3 per ton. Depending on the location of the dry sand product, the Debtors the sand can be sold at values ranging from approximately $12 to $18 per ton for Northern White Sand and $6 to $8 per ton for Kermit Sand. Associated spare parts are assumed to be liquidated with assumed de minimis recoveries.	36%
D	Other Current Assets consist of prepaid (1) insurance, rent, taxes and other miscellaneous prepaid items; (2) supplier, customer and other miscellaneous deposits; (3) deferred charges; and (4) deferred tax assets. Prepaid expenses are assumed to be recoverable to the extent such amounts can be refunded or used to offset expenses included in the Wind Down Budget.	0%

Note	Asset Type / Assumptions	Debtors' Recovery
E	Land includes owned real estate (mines and terminal properties), land acquisition costs, and mine development.	4%
F	Plant & Equipment ("PP&E") includes mining equipment and associated equipment used in processing facilities (Wet and Dry plants).	9%
G	Other PP&E, Net consists of (1) rail equipment, (2) leasehold improvements, (3) construction in progress, (4) transload facilities and equipment, (5) vehicles, and (6) other miscellaneous equipment.	17%
H	Intangible Assets includes goodwill, patents and other intangible assets.	0%
I	Investment in PropX represents the minority ownership interest in Proppant Express Investments, LLC.	5%
J	Other Long Term Assets consist of (1) right of use assets, (2) capitalized debt issuance costs, and (3) other assets.	0%

Liquidation Adjustments

K. Wind Down Budget

The Wind Down Budget includes the expenses the Trustee will incur to efficiently and effectively monetize the assets over the six-month liquidation period. These expenses relate to labor, building rent, facilities expenses, transportation expense, insurance, health and safety expenses, and taxes. The Liquidation Analysis assumes total wind down costs of approximately $8.1 million for the Debtors and their non-Debtor Affiliates over the six-month period following the Liquidation Date.

L. Professional Fees

The post-conversion Professional Fees include estimates for certain professionals that will provide assistance and services during the wind down period. The Liquidation Analysis assumes the Trustee will retain lawyers, financial advisors, and investment bankers to assist in the liquidation. These advisors will assist in marketing the Debtors' assets, litigating claims and resolving tax litigation matters, and resolving other matters relating to the wind down of the Debtors' Estates. The Liquidation Analysis estimates Professional Fees at a range of 2% to 3% of Gross Liquidation Proceeds.

M. Trustee Fees

Section 326(a) of the Bankruptcy Code provides that Trustee Fees may not exceed 3% of distributable proceeds *in excess* of $1 million. The Liquidation Analysis assumes the Trustee Fees would be approximately 3% of Gross Liquidation Proceeds from External Assets.

Value Redistribution

For purposes of determining the recoverability of (i) intercompany receivables owed to the Debtors from non-Debtor Affiliates and (ii) the Debtors' Equity Interests in non-Debtor Affiliated subsidiaries, individual liquidation analyses were performed on each Debtor and non-Debtor Affiliate on a standalone basis. The recoverability of the Debtors' intercompany receivables and investments in subsidiaries was calculated prior to determining the proceeds available for distribution to the Debtors' claimants.

N. Intercompany Receivables – Non-Debtor

Historically, the Debtors and their Affiliated subsidiaries created intercompany receivables and payables as a result of various transactions related to intercompany trade debt, overhead and expense allocations, and other intercompany charges. In addition, there are several entities that act as cash poolers for the organization. The recoverability of Intercompany Receivables owed to the Debtors is assumed to be approximately 0.2%, or $0.1 million.

O. Investments in Subsidiaries

The Debtors' investments in Affiliated subsidiaries include the Debtors' Equity Interests in Debtor and non-Debtor Affiliates. The Liquidation Analysis assumes no recoveries on the Debtors' Equity Interests in non-Debtor Affiliates.

Net Liquidation Proceeds Available for Distribution

Based on the Liquidation Analysis, the Net Liquidation Proceeds Available for Distribution to the Debtors' claimants range from approximately $65.9 million to $107.8 million.

Claims

P. Carve-Out Claims

The Interim Dip Order grants superpriority status to Allowed Professional Fees (as defined in the Interim DIP Order) earned, accrued or incurred by Professionals at any time before or on the first business day following delivery of the Carve-Out Trigger Notice (as defined in the Interim DIP Order). Additionally, the Interim DIP Order provides for payment of Allowed Professional Fees, subject to the professional fee Post-Carve-Out Trigger Notice Cap (as defined in the Interim DIP Order), incurred after the first business day following the date of delivery of the Carve-Out Trigger Notice. The Liquidation Analysis assumes approximately $4.7 million in Carve-Out Claims (as define in the Interim DIP Order) at the Liquidation Date. The Liquidation Analysis assumes the Liquidation Proceeds would be sufficient to satisfy 100% of the Carve-Out Claims

Q. DIP Facility Claims

The Bankruptcy Code grants superpriority administrative expense claim status to claims made pursuant to the Debtors' DIP Loan Document. The Liquidation Analysis assumes DIP Facility Claims outstanding as of the Liquidation Date include unpaid principal and interest in the amount of approximately $11.0 million and $31.8 million for DIP ABL Facility Claims and DIP Term Loan Facility Claims, respectively.

The Liquidation Analysis assumes the Liquidation Proceeds would be sufficient to satisfy 100% of the DIP Facility Claims.

R. Other Priority Claims

The Liquidation Analysis assumes there will be no Other Priority Claims as of the Liquidation Date.

S. Other Secured Claims

The Liquidation Analysis assumes there will be no Other Secured Claims at the Debtors as of the Liquidation Date.

T. Priority Tax Claims

Priority Tax Claims consist of accrued and unpaid income, sales and use, franchise, property, VAT and other taxes owed at the Debtors and non-debtors. The Liquidation Analysis assumes the Liquidation Proceeds would be sufficient to satisfy approximately 69% of the Priority Tax Claims.

U. Chapter 11 Administrative Expense

Chapter 11 Administrative Expense consist of estimated post-petition accrued operating expenditures and other administrative and professional services. The Liquidation Analysis assumes approximately $48.4 million in Chapter 11 Administrative Expense at the Liquidation Date. The Liquidation Analysis further assumes the Liquidation Proceeds would be sufficient to satisfy approximately 57% of the Chapter 11 Administrative Expense.

V. Prepetition Notes Claims

Prepetition Notes Claims consist of any and all Claims arising from, under, or in connection with the Prepetition Notes, the Prepetition Notes Indenture, or any related document or agreement, including for accrued and unpaid principal, interest and fees through September 30, 2020. The Liquidation Analysis assumes approximately $477.8 million in Prepetition Note Claims at the Liquidation Date. Senior Notes recovery amounts may vary from General Unsecured recovery due to the liquidation being performed on a legal entity basis and the location of each claim. The Liquidation Analysis further assumes the Liquidation Proceeds would be sufficient to satisfy approximately 2% of the Prepetition Note Claims.

W. General Unsecured Claims

General Unsecured Claims consist certain general unsecured prepetition liabilities not subject to first-day relief, and exclude the Prepetition Notes Claims. The actual amount of General Unsecured Claims could vary materially from these estimates. No order has been entered by the

Bankruptcy Court estimating or otherwise fixing the amount of General Unsecured Claims at the Debtors. The Liquidation Analysis assumes approximately $133.5 million in General Unsecured Claims at the Liquidation Date. The Liquidation Analysis further assumes the Liquidation Proceeds would be sufficient to satisfy less than 0.1% of the General Unsecured Claims.

X. Intercompany Claims

Intercompany Claims consist of amounts owed by and between the Debtors and/or non-Debtor Affiliates for pre-petition intercompany activity. The Liquidation Analysis further assumes there would be no recovery on these Claims. See Value Redistribution section above for further detail on recoverability of amounts owed by the non-debtors to the Debtors.

Y. Intercompany Interests

Intercompany Interests consist of the Debtors' Equity Interests in other Debtors or non-Debtor Affiliates. The Liquidation Analysis assumes there would be no recovery on these Equity Interests.

Z. Old Parent Interests

Old Parent Interests consist of common Equity Interests in Hi-Crush Inc. The Liquidation Analysis assumes there would be no recovery on these Equity Interests.

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

In re:	:	Chapter 11
HI-CRUSH INC., *et al.*,[1]	:	Case No. 20-33495 (DRJ)
Debtors.	:	(Jointly Administered)

DECLARATION OF ARI N. LEFKOVITS IN SUPPORT OF CONFIRMATION OF THE JOINT PLAN OF REORGANIZATION FOR HI-CRUSH INC. AND ITS AFFILIATE DEBTORS UNDER CHAPTER 11 OF THE BANKRUPTCY CODE

I, Ari N. Lefkovits, hereby declare that the following is true to the best of my knowledge, information and belief:[2]

1. I am a Managing Director in the Restructuring Group of Lazard Frères & Co. LLC ("**Lazard**"), a financial advisory and investment banking firm with its principal office located at 30 Rockefeller Plaza, New York, New York 10112. Together with my team from Lazard, I have served as investment banker to each of the debtors and debtors-in-possession (the "**Debtors**") in the above-captioned chapter 11 cases (the "**Chapter 11 Cases**") since April 1, 2020.

2. Through my role as an advisor to the Debtors, I am familiar with the Debtors' financial affairs and current capital structure. I am also familiar with the terms of the Debtors'

[1] The Debtors in these cases, along with the last four digits of each Debtor's federal tax identification number, if any, 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.

[2] Unless otherwise defined herein, capitalized terms used herein shall have the meanings ascribed to them in the Plan or the Confirmation Memorandum (as such terms are defined below), as applicable.

Joint Plan of Reorganization for Hi-Crush Inc. and its Affiliate Debtors under Chapter 11 of the Bankruptcy Code, dated as of August 15, 2020 [Docket No. 289] (as amended, modified, or supplemented, the "**Plan**"). I submit this declaration (the "**Declaration**") in support of the Debtors' request for entry of the proposed order confirming the Plan.

3. Except as otherwise indicated, all matters set forth in this Declaration are based upon: (a) my personal knowledge, belief or opinion; (b) my review of relevant documents; and/or (c) information I have received from the Debtors' employees or advisors and/or employees of Lazard working directly with me or under my supervision, direction, or control. If I were called upon to testify, I would testify competently to the facts set forth herein. I am authorized to submit this Declaration on behalf of the Debtors.

Professional Qualifications

4. I hold an A.B. in History from Dartmouth College, where I graduated magna cum laude, and a J.D. from Stanford University, where I graduated with distinction. I have worked at Lazard since 1999. Lazard, together with its predecessors and affiliates, has been advising clients around the world for over 150 years. Lazard and its professionals, including myself, have extensive experience providing investment banking and financial advisory services to financially troubled companies in complex financial restructurings, both out-of-court and in chapter 11 proceedings. Since 1990, Lazard and its affiliates have been involved in over 250 restructurings, representing over $1 trillion in debtor assets.

5. I have over 18 years of experience advising companies and other constituents in restructuring transactions and chapter 11 cases. I have advised companies, creditors, and other interested parties on in- and out-of-court restructurings, recapitalizations and reorganizations, as well as on equity and debt financings, mergers, acquisitions, debtor-in-possession financings, and

other related matters. I have advised numerous clients through the restructuring process across a range of industries, including companies within the oil and gas industry.

6. Specifically, my company-side experience includes representing Valaris plc, Pioneer Energy Services Corp., Remington Outdoor Company, Inc., Crescent Resources, LLC, Paragon Offshore plc, Nine West Holdings, Inc., Expro Holdings US Inc., Pacific Energy, PMI Group, Inc., Truvo Acquisition Corp., Extended Stay Inc., IAP Worldwide Services, Inc., Landsource Communities Development LLC, Local Insight Media Holdings, Inc., and Pacific Exploration & Production Corporation, among others. I have also represented potential acquirers, secured lenders and committees in transactions involving, among other companies, C&J Energy Services Ltd., CIBER, Inc., Ambac Financial Group, Inc., Seadrill Limited, Los Angeles Dodgers LLC, FGIC Corp., General Motors Corporation, Chrysler LLC, and Syncora Holdings Ltd. Throughout the course of Lazard's engagement, I have been one of the senior contacts at Lazard responsible for day-to-day discussions with the Debtors relating to general restructuring advice, strategic alternatives and financing efforts.

7. Lazard is familiar with the Debtors' financial condition and business operations. The Debtors engaged Lazard by an engagement letter dated April 1, 2020 (and amended on July 8, 2020), to provide, among other things, advice in connection with the Debtors' restructuring efforts. In providing these services to the Debtors in connection with these matters, Lazard's professionals have worked closely with the Debtors' management and other professionals and have become well-acquainted with the Debtors' businesses, capital structure and related matters, including with respect to the Debtors' negotiations with their lenders and bondholders on the proposed restructuring being pursued in these Chapter 11 Cases.

Plan Background

8. On the effective date of the Plan, the Reorganized Debtors will enter into a new credit agreement providing for a new senior secured asset-based revolving loan facility with an aggregate principal commitment amount of $25 million and a $25 million letter of credit sublimit (the "**Exit Facility Loans**") that will refinance and replace the DIP ABL Facility, which consisted of a $25 million superpriority senior secured asset-based revolving loan financing facility.

9. The Debtors will conduct a $43.3 million Rights Offering to eligible Holders of Allowed Prepetition Notes Claims and Allowed General Unsecured Claims, to be fully backstopped by the Backstop Parties pursuant to the Backstop Purchase Agreement, pursuant to which the rights offering participants will be offered the right to purchase New Secured Convertible Notes. The New Secured Convertible Notes are secured on (i) a second lien basis on all assets of the Issuer and the Guarantors securing any obligations under the Prepetition Credit Agreement (the "**Exit Priority Collateral**"), and (b) a first lien basis on all assets that do not constitute Exit Priority Collateral, subject to certain exceptions agreed to by the Required Backstop Parties. The New Secured Convertible Notes are convertible into 95% (in the aggregate) of the total number of shares of New Equity Interests that are issued on the Effective Date after giving effect to the consummation of the Restructuring Transactions. The claims arising under the DIP Term Loan Facility, which consisted of a $40 million superpriority secured delayed-draw term loan financing facility funded by the members of the Ad Hoc Noteholders Committee and in part financed these Chapter 11 Cases, will be paid in full in cash from the proceeds of the Rights Offering.

10. I believe the terms of the Plan provide a reasonable compromise and the best available alternative for the Debtors given the Debtors' challenging circumstances.

Plan Feasibility

11. I understand from counsel that, to satisfy the feasibility requirement of section 1129(a)(11) of the Bankruptcy Code, a debtor must demonstrate that confirmation of a plan of reorganization is not likely to be followed by the liquidation, or the need for further financial reorganization, of the debtor or any successor to the debtor.

12. The Debtors' management team prepared a set of financial projections for fiscal years 2020 through 2025 (the "**Projection Period**"), and filed as Exhibit B to the Disclosure Statement (the "**Financial Projections**"). I am familiar with the Financial Projections and the assumptions set forth herein. I believe that they were prepared in good faith by the Debtors' management. Based on the Financial Projections, and assuming that no additional or contingent liabilities arise, the Debtors project that they will be able to meet their obligations under the Plan and have sufficient remaining liquidity during the Projection Period after honoring their obligations under the Plan to conduct their business operations in their normal course. Accordingly, assuming that the Company performs as forecasted by the Financial Projections and that current monetary, economic, industry, and regulatory conditions persist, I do not expect that confirmation of the Plan will be followed by liquidation or the need for further reorganization during the Projection Period.[3]

13. Implementation of the Plan will enable the Debtors to de-leverage their balance sheet by more than $450 million of funded debt claims, in addition to the net present value of Railcar Leases and other capitalized liabilities. This should position the Reorganized Debtors'

[3] In reaching this conclusion, I relied upon the Financial Projections, and the accuracy and completeness of the underlying financial and other information furnished by the Company and its advisors. I also relied upon information made available to me as of the date of this Declaration. Events and conditions subsequent to the date hereof, including but not limited to updated financial forecasts, as well as other factors, could have a material impact on the Company's finances.

businesses for stability after emergence from bankruptcy. Under the Financial Projections, the Debtors forecast that, during the Projection Period, the Reorganized Debtors' Adjusted EBITDA will grow from approximately $33 million in 2021 to approximately $41 million in 2025.

14. The Financial Projections take into account, among other things, the loans under the Exit Facility Credit Agreement, which comprise (i) a $25 million Exit Facility and $25 million letter of credit sub-facility and (ii) the issuance of $48.1 million in New Secured Convertible Notes at emergence, at a fixed interest rate of 8.0% payable in cash, or 10.0% payable in kind, at the issuer's option, and convertible into 95% of the pro forma New Equity Interests. The Financial Projections provide that, after payment of their obligations as required under the Plan, the Debtors expect to have approximately $20 million of liquidity as of the assumed Effective Date in mid-October.

15. In sum, the assets and Financial Projections of the Reorganized Debtors (assuming that future performance meets or exceeds the Financial Projections) demonstrate that the Debtors are expected to have and maintain sufficient liquidity and capital resources to pay amounts due under the Plan and to fund their ongoing operations during the Projection Period. Upon the Effective Date, the Debtors expect to have sufficient funds from cash on hand and borrowings under the various exit facilities to make all payments contemplated by the Plan to be made on the Effective Date.

Valuation Analysis

16. At the Debtors' request, and solely for purposes of the Plan and the Disclosure Statement, Lazard estimated a range of Total Enterprise Value (as defined in the Disclosure Statement) for the Reorganized Debtors on a consolidated going-concern basis and pro forma for the transactions contemplated by the Plan (the "**Valuation Analysis**," attached hereto as **Exhibit A**). The Valuation Analysis, which is attached as Exhibit E to the Disclosure Statement,

is based on the Financial Projections, and financial and other information provided by the Debtors and other sources. The valuation estimates set forth in the Valuation Analysis represent valuation analyses of the Reorganized Debtors generally based on the application of customary valuation techniques deemed appropriate by Lazard. In addition, the Valuation Analysis in this Declaration is described in greater detail in, and is subject to all of the assumptions and limitations set forth in, the Disclosure Statement.

17. Based on Lazard's analysis, the estimated potential range of the Reorganized Debtors' Total Enterprise Value is approximately $145 million to $215 million, with a midpoint value of $180 million.

18. In undertaking its Valuation Analysis, Lazard assumed that the Financial Projections were reasonably prepared in good faith by the Debtors and on a basis reflecting the Debtors' most accurate currently available estimates and judgments as to the future operating and financial performance of the Reorganized Debtors. The Valuation Analysis assumes that the actual performance of the Reorganized Debtors will correspond to the Projections in all material respects.

19. In addition to reviewing the Financial Projections, in preparing the Valuation Analysis, Lazard also met with the Debtors' senior management team to discuss the Debtors' assets, operations, and future prospects, reviewed the Debtors' historical financial information, reviewed certain of the Debtors' internal financial and operating data, including the Debtors' reserve report, reviewed publicly available third-party information, and conducted other analyses and inquiries as we deemed appropriate. Lazard assumed and relied on the accuracy and completeness of all financial and other information furnished to it by the Debtors' management and other parties as well as publicly available information.

Pursuant to 28 U.S.C. § 1746, I declare under penalty of perjury that the foregoing is true and correct to the best of my knowledge, information, and belief.

Dated: September 21, 2020

Respectfully submitted,

/s/Ari N. Lefkovits
Ari N. Lefkovits
Lazard Frères & Co. LLC

EXHIBIT A

Valuation Analysis

EXHIBIT E VALUATION OF THE DEBTORS

THE INFORMATION CONTAINED HEREIN IS NOT A PREDICTION OR GUARANTEE OF THE ACTUAL MARKET VALUE THAT MAY BE REALIZED THROUGH THE SALE OF ANY SECURITIES TO BE ISSUED PURSUANT TO THE PLAN. THE INFORMATION IS PRESENTED SOLELY FOR THE PURPOSE OF PROVIDING ADEQUATE INFORMATION UNDER SECTION 1125 OF THE BANKRUPTCY CODE TO ENABLE THE HOLDERS OF CLAIMS ENTITLED TO VOTE TO ACCEPT OR REJECT THE PLAN TO MAKE AN INFORMED JUDGMENT ABOUT THE PLAN AND SHOULD NOT BE USED OR RELIED UPON FOR ANY OTHER PURPOSE, INCLUDING THE PURCHASE OR SALE OF CLAIMS AGAINST THE DEBTORS OR ANY OF THEIR AFFILIATES.[1]

A summary of the valuation analysis is set forth below. The estimates of the enterprise value contained therein do not reflect values that could be attainable in public or private markets, and are not a prediction or guarantee of the actual market value that may be realized through the sale of any securities to be issued pursuant to the Plan.

Depending on the results of the Reorganized Debtors' operations, changes in the financial markets and/or other economic conditions, including the economic impact of the COVID-19 virus, the value of the Reorganized Debtors may change significantly. In addition, the valuation of newly issued securities is subject to additional uncertainties and contingencies, all of which are difficult to predict. Actual market prices of such securities at issuance will depend upon, among other things, prevailing interest rates, conditions in the financial markets, the anticipated initial securities holdings of prepetition creditors, some of which may prefer to liquidate their investments rather than hold them on a long-term basis, the potentially dilutive impact of certain events, including the conversion of convertible debt securities such as the New Secured Convertible Notes and issuance of equity securities pursuant to any management incentive compensation plan, and other factors that generally influence the prices of securities. Actual market prices of such securities also may be affected by the Debtors' history in the Chapter 11 Cases, conditions affecting generally the industry in which the Debtors participate and by other factors not capable of accurate prediction. Accordingly, the reorganization enterprise value estimated by Lazard does not necessarily reflect, and should not be construed as reflecting, values that will be attained in the public or private markets. The estimated reorganization enterprise value depends highly upon achieving the future financial results set forth in the Financial Projections, as well as the realization of certain other assumptions that are not guaranteed. The valuations set forth therein represent estimated reorganization enterprise values and do not necessarily reflect values that could be attainable in public or private markets.

Valuation Analysis of the Reorganized Debtors

A. Estimated Valuation

Solely for the purposes of the Plan and the Disclosure Statement, Lazard Frères & Co. LLC ("Lazard"), as investment banker to the Debtors, has estimated a range of total enterprise

[1] All capitalized terms used but not otherwise defined herein shall have .the meanings ascribed to them in the *Disclosure Statement for the Joint Chapter 11 Plan of Reorganization for Hi-Crush and Its Debtor Affiliates* (the "Disclosure Statement"), to which this Valuation Analysis is attached as **Exhibit E**.

value ("Enterprise Value") for the Reorganized Debtors on a consolidated going-concern basis and pro forma for the transactions contemplated by the Plan (the "Valuation Analysis"). The Valuation Analysis is based on financial information and projections provided by the Debtors' management, including the Financial Projections attached to the Disclosure Statement as **Exhibit B** (collectively the "Projections"), and information that is publicly available or was provided by other sources. The Valuation Analysis assumes that the Effective Date will occur on September 30, 2020. The valuation estimates set forth herein represent valuation analyses of the Reorganized Debtors based on the application of customary valuation techniques to the extent deemed appropriate by Lazard.

Based on the Projections and solely for the purposes of the Plan, the value of the Reorganized Debtors' operations on a going concern basis, the Enterprise Value is estimated to be approximately $145 million to $215 million with a midpoint of $180 million. The Valuation Analysis assumes that, between the date of filing of the Disclosure Statement and the assumed Effective Date, no material changes that would affect the Projections or estimated valuation will occur.

The Valuation Analysis does not constitute an opinion as to fairness from a financial point of view of the consideration to be received or paid under the Plan, of the terms and provisions of the Plan, or with respect to any other matters.

B. Valuation Methodology

The consolidated value of the Reorganized Debtors was estimated by primarily relying on two generally accepted valuation techniques: (i) Discounted Cash Flow ("DCF") Analysis and (ii) Comparable Company Analysis. While Lazard recognizes that the precedent transaction methodology is often used, Lazard believes that this methodology has less relevance for purposes of assessing the Enterprise Value of the Reorganized Debtors due to the lack of recent comparable precedent transactions, among other factors.

(i) Discounted Cash Flow Analysis:

DCF analysis is a forward-looking enterprise valuation methodology that estimates the value of an asset or business by calculating the present value of expected future cash flows to be generated by that asset or business. Under this methodology, projected future cash flows are discounted by the weighted average cost of capital of the business (the "Discount Rate"). The Discount Rate reflects the estimated rate of return that would be required by debt and equity investors to invest in the business based on its capital structure. The Enterprise Value of the firm is determined by calculating the present value of the unlevered after-tax free cash flows based on the Projections plus an estimate for the value of the firm beyond the Projection period, known as the terminal value. The range of potential terminal values was calculated by applying a multiple to earnings before interest, taxes, depreciation and amortization ("EBITDA") and by deriving a value using an assumed perpetuity growth rate applied to the unlevered after-tax free cash flow in the final year of the Projection period. The terminal value was then discounted back to the assumed Effective Date.

(ii) Comparable Public Company Analysis:

Comparable Public Company Analysis estimates the value of a company relative to other publicly traded companies with similar operating and financial characteristics. A set of publicly traded companies was selected based on similar business and financial characteristics to the Reorganized Debtors. Criteria for the selected reference group included, among other relevant characteristics, similarity in business, business risks, growth prospects, product mix, customer base, margins, geography, market presence, size and scale of operations. The selected reference group may not be comparable to the Reorganized Debtors in all aspects, and may differ materially in others.

In deriving Enterprise Value ranges under the Comparable Public Company Analysis methodology, EBITDA multiples were the primary valuation metric. Based on 2022, 2023 and "cycle"[2] multiples of the selected reference group and certain qualitative judgments based on differences between the characteristics of the Reorganized Debtors and the selected reference group, a range of multiples was then applied to the Reorganized Debtors' implied 2022, 2023 and "cycle" EBITDA. While the analysis considered implied enterprise values based on both the book and market values of debt, Lazard focused and relied on enterprise values calculated based on the market value debt.

THE VALUATION ANALYSIS REFLECTS WORK PERFORMED BY LAZARD ON THE BASIS OF INFORMATION IN RESPECT OF THE BUSINESSES AND ASSETS OF THE DEBTORS AVAILABLE TO LAZARD AS OF JULY 2, 2020. IT SHOULD BE UNDERSTOOD THAT, ALTHOUGH SUBSEQUENT DEVELOPMENTS MAY HAVE AFFECTED OR AFFECT LAZARD'S CONCLUSIONS, LAZARD DOES NOT HAVE ANY OBLIGATION TO UPDATE, REVISE, OR REAFFIRM ITS VALUATION ANALYSIS AND DOES NOT INTEND TO DO SO. LAZARD IS NOT MAKING ANY ASSESSMENT REGARDING IMPACT OR THE ECONOMIC EFFECTS OF THE COVID-19 VIRUS, INCLUDING WITH RESPECT TO THE POTENTIAL IMPACT OR EFFECTS ON THE FUTURE FINANCIAL PERFORMANCE OF THE REORGANIZED DEBTORS. SUBSEQUENT DEVELOPMENTS, INCLUDING, WITHOUT LIMITATION, IN RELATION TO COVID-19, MAY AFFECT THE PROJECTIONS AND OTHER INFORMATION THAT LAZARD UTILIZED IN THE VALUATION ANALYSIS. LAZARD ASSUMES NO RESPONSIBILITY FOR UPDATING OR REVISING THE VALUATION ANALYSIS BASED ON CIRCUMSTANCES OR EVENTS AFTER THE DATE HEREOF.

LAZARD DID NOT INDEPENDENTLY VERIFY THE PROJECTIONS OR OTHER INFORMATION THAT LAZARD USED IN THE VALUATION ANALYSIS, AND NO INDEPENDENT VALUATIONS OR APPRAISALS OF THE DEBTORS WERE SOUGHT OR OBTAINED IN CONNECTION THEREWITH.

THE VALUATION ANALYSIS WAS DEVELOPED SOLELY FOR PURPOSES OF THE PLAN AND THE ANALYSIS OF POTENTIAL RELATIVE RECOVERIES TO CREDITORS THEREUNDER. THE VALUATION ANALYSIS REFLECTS THE

[2] Defined as the average of 2018 reported EBITDA through 2023 estimated EBITDA.

APPLICATION OF VARIOUS VALUATION TECHNIQUES, DOES NOT PURPORT TO BE AN OPINION AND DOES NOT PURPORT TO REFLECT OR CONSTITUTE AN APPRAISAL, LIQUIDATION VALUE, OR ESTIMATE OF THE ACTUAL MARKET VALUE THAT MAY BE REALIZED THROUGH THE SALE OF ANY SECURITIES TO BE ISSUED OR ASSETS TO BE SOLD PURSUANT TO THE PLAN, WHICH MAY BE SIGNIFICANTLY DIFFERENT THAN THE AMOUNTS SET FORTH IN THE VALUATION ANALYSIS.

THE VALUE OF AN OPERATING BUSINESS IS SUBJECT TO NUMEROUS UNCERTAINTIES AND CONTINGENCIES THAT ARE DIFFICULT TO PREDICT AND WILL FLUCTUATE WITH CHANGES IN FACTORS AFFECTING THE FINANCIAL CONDITION AND PROSPECTS OF SUCH A BUSINESS. AS A RESULT, THE VALUATION ANALYSIS IS NOT NECESSARILY INDICATIVE OF ACTUAL OUTCOMES, WHICH MAY BE SIGNIFICANTLY MORE OR LESS FAVORABLE THAN THOSE SET FORTH HEREIN. BECAUSE SUCH ESTIMATES ARE INHERENTLY SUBJECT TO UNCERTAINTIES, NEITHER THE DEBTORS, LAZARD, NOR ANY OTHER PERSON ASSUMES RESPONSIBILITY FOR THEIR ACCURACY. IN ADDITION, THE POTENTIAL VALUATION OF NEWLY ISSUED SECURITIES IS SUBJECT TO ADDITIONAL UNCERTAINTIES AND CONTINGENCIES, ALL OF WHICH ARE DIFFICULT TO PREDICT. ACTUAL MARKET PRICES OF SUCH SECURITIES AT ISSUANCE WILL DEPEND UPON, AMONG OTHER THINGS, PREVAILING INTEREST RATES, CONDITIONS IN THE FINANCIAL AND COMMODITY MARKETS, THE ANTICIPATED INITIAL SECURITIES HOLDINGS OF PREPETITION CREDITORS, SOME OF WHICH MAY PREFER TO LIQUIDATE THEIR INVESTMENTS RATHER THAN HOLD THEM ON A LONG-TERM BASIS, THE POTENTIALLY DILUTIVE IMPACT OF CERTAIN EVENTS, INCLUDING THE CONVERSION OF CONVERTIBLE DEBT SECURITIES SUCH AS THE NEW SECURED CONVERTIBLE NOTES AND THE ISSUANCE OF EQUITY SECURITIES PURSUANT TO ANY MANAGEMENT INCENTIVE COMPENSATION PLAN, AND OTHER FACTORS THAT GENERALLY INFLUENCE THE PRICES OF SECURITIES.

Management of the Debtors advised Lazard, and Lazard assumed, that the Projections were reasonably prepared in good faith and on a basis reflecting the Debtors' best estimates and judgments as to the future operating and financial performance of the Reorganized Debtors. The Valuation Analysis assumes that the actual performance of the Reorganized Debtors will correspond to the Projections in all material respects. If the business performs at levels below or above those set forth in the Projections, such performance may have a materially negative or positive impact, respectively, on the Valuation Analysis and estimated potential ranges of Enterprise Value therein.

In preparing the Valuation Analysis, Lazard: (a) reviewed certain historical financial information of the Debtors for recent years and interim periods; (b) reviewed certain financial and operating data of the Debtors, including the Projections; (c) discussed the Debtors' operations and future prospects with the Debtors' senior management team and third-party advisors; (d) reviewed certain publicly available financial data for, and considered the market value of, public companies that Lazard deemed generally relevant in analyzing the value of the Reorganized Debtors; (e) considered certain economic and industry information that Lazard deemed generally relevant to the Reorganized Debtors; and (f) conducted such other studies, analyses, inquiries, and investigations as Lazard deemed appropriate. Lazard assumed and relied

on the accuracy and completeness of all financial and other information furnished to it by the Debtors' management and other parties as well as publicly available information.

The Valuation Analysis does not constitute a recommendation to any Holder of Allowed Claims or any other person as to how such person should vote or otherwise act with respect to the Plan. Lazard has not been requested to, and does not express any view as to, the potential value of the Reorganized Debtors' securities on issuance or at any other time.

Lazard did not estimate the value of any tax attributes nor did it estimate the impact of any cancellation of indebtedness income on the Reorganized Debtors' Projections. Such matters are subject to many uncertainties and contingencies that are difficult to predict. Any changes to the assumptions on the availability of tax attributes or the impact of cancellation of indebtedness income on the Reorganized Debtors' Projections could materially impact Lazard's valuation analysis.

THE SUMMARY SET FORTH ABOVE DOES NOT PURPORT TO BE A COMPLETE DESCRIPTION OF THE VALUATION ANALYSIS PERFORMED BY LAZARD. THE PREPARATION OF A VALUATION ANALYSIS INVOLVES VARIOUS DETERMINATIONS AS TO THE MOST APPROPRIATE AND RELEVANT METHODS OF FINANCIAL ANALYSIS AND THE APPLICATION OF THESE METHODS IN THE PARTICULAR CIRCUMSTANCES AND, THEREFORE, SUCH AN ANALYSIS IS NOT READILY SUITABLE TO SUMMARY DESCRIPTION. THE VALUATION ANALYSIS PERFORMED BY LAZARD IS NOT NECESSARILY INDICATIVE OF ACTUAL VALUES OR FUTURE RESULTS, WHICH MAY BE SIGNIFICANTLY MORE OR LESS FAVORABLE THAN THOSE DESCRIBED HEREIN.

LAZARD IS ACTING AS INVESTMENT BANKER TO THE DEBTORS, AND HAS NOT BEEN, WILL NOT BE RESPONSIBLE FOR, AND WILL NOT PROVIDE ANY TAX, ACCOUNTING, ACTUARIAL, LEGAL, OR OTHER SPECIALIST ADVICE.

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

In re:	:	Chapter 11
HI-CRUSH INC., *et al.*,[1]	:	Case No. 20-33495 (DRJ)
Debtors.	:	(Jointly Administered)

DECLARATION OF VAROUJ BAKHSHIAN REGARDING THE SOLICITATION AND TABULATION OF VOTES ON THE JOINT PLAN OF REORGANIZATION FOR HI-CRUSH INC. AND ITS AFFILIATE DEBTORS UNDER CHAPTER 11 OF THE BANKRUPTCY CODE

I, Varouj Bakhshian, declare under penalty of perjury:

1. I am a Senior Managing Consultant, employed by Kurtzman Carson Consultants LLC ("KCC"), the administrative agent retained by Hi-Crush, Inc., et al. (collectively, the "Debtors") to assist with the solicitation and voting process in the above-captioned Chapter 11 cases, pursuant to the Order Authorizing Retention and Appointment of Kurtzman Carson Consultants LLC as Claims, Noticing, and Solicitation Agent Effective as of the Petition Date [Docket No. 57]. My business address is 222 N. Pacific Coast Highway, Suite 300, El Segundo, CA 90245. I am over the age of 18 and not a party to this action.

[1] 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.

2. Peter Walsh, Senior Managing Consultant of Public Securities for KCC, assisted in the solicitation and tabulation of Class 4 Prepetition Note Claims and Class 8 Opt-Out Forms as described herein.

3. On August 14, 2020, the Court entered 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. 288] (the "**Disclosure Statement Order**") establishing, among other things, certain solicitation and voting tabulation procedures (the "**Solicitation Procedures**").

4. KCC worked with the Debtors and their advisors to solicit votes to accept or reject the *Joint Plan of Reorganization for Hi-Crush Inc. and its Affiliated Debtors Under Chapter 11 of the Bankruptcy Code* [Docket No. 289] (the "**Plan**") and to tabulate the ballots of creditors voting to accept or reject the Plan in accordance with the Solicitation Procedures. Except as otherwise noted, I could and would testify to the following based upon my personal knowledge. I am authorized to submit this Declaration on behalf of KCC.

5. The Solicitation Procedures established August 14, 2020 as the Voting Record Date for determining which Holders of Claims were entitled to vote on the Plan. Pursuant to the Plan and Solicitation Procedures, only Holders as of the Voting Record Date in Class 4 (Prepetition Notes Claims) and Class 5 (General Unsecured Claims) (together, the "**Voting Classes**") were entitled to vote to accept or reject the Plan. Holders of Class 1 (Other Priority Claims), Class 2 (Other Secured Claims), Class 3 (Secured Tax Claims), and Class 8 (Old Parent Interests) were entitled to submit Opt-Out Forms to opt out of the Third Party Releases. No other Classes were entitled to vote on the Plan or submit Opt-Out Forms.

6. KCC relied on security position reports provided by The Depository Trust Company ("**DTC**") as of the Voting Record Date to identify the bank and brokerage firms (the "**Nominees**") that held Class 4 Prepetition Notes Claims on behalf of underlying beneficial owners. KCC also relied on the claims register maintained in these Chapter 11 Cases and the Debtors' Schedules of Assets and Liabilities, in consultation with advisors to the Debtors, to identify which Holders of such Claims were entitled to vote to accept or reject the Plan in Class 5 General Unsecured Claims.

7. On August 20, 2020, KCC served Solicitation Packages (as defined in the Disclosure Statement Order[2]) on holders of Voting Classes (Class 4 Prepetition Notes Claims and Class 5 General Unsecured Claims) and Non-voting Unimpaired Classes (Class 1 Other Priority Claims, Class 2 Other Secured Claims and Class 3 Secured Tax Claims), and Non-voting Impaired Class 8 (Old Parent Interests) in accordance with the Disclosure Statement Order and Solicitation Procedures. KCC also relied on a registered shareholder list provided by the Debtors' Stock Transfer Agent as of the Voting Record Date in connection with the distribution and tabulation of the non-voting Class 8 Old Parent Interest Opt-Out Notice and Opt-Out Form. A Certificate of Service evidencing the service of the foregoing was filed with the Court on August 28, 2020 [Docket No. 328].

8. On August 20, 2020, KCC posted links to the electronic versions of the Confirmation Hearing Notice, Disclosure Statement Order, Plan, and *Disclosure Statement for the Joint Plan of Reorganization for Hi-Crush Inc. and its Affiliated Debtors Under Chapter 11 of the Bankruptcy Code* [Docket No. 290] (the "**Disclosure Statement**") on the face of the public access website www.kccllc.net/hicrush.

9. The Disclosure Statement Order and Solicitation Procedures established

[2] Terms not otherwise described herein shall have the meanings ascribed to them in the Disclosure Statement Order.

September 18, 2020 at 5:00 p.m. (prevailing Central Time) as the deadline for receiving ballots to accept or reject the Plan (the "**Voting Deadline**"). KCC received and tabulated the ballots submitted to vote on the Plan. Each Ballot submitted to KCC was date-stamped, scanned, assigned a ballot number, entered into KCC's voting database, and processed in accordance with the Solicitation Procedures. To be included in the tabulation results as valid, a paper or electronic ballot must have been: (a) properly completed pursuant to the Solicitation Procedures, (b) executed by the relevant Holder entitled to vote on the Plan (or such Holder's representative), (c) in the case of Class 4 Prepetition Notes Claims Master Ballots, tabulated against the security position amounts appearing for each Nominee as listed on the security position reports received from DTC, and tabulated in accordance with the tabulation rules outlined in the Disclosure Statement Order, (d) returned to KCC via an approved method of delivery set forth in the Solicitation Procedures, unless the delivery method requirement was waived by the Debtor, and (e) received by KCC on or before the Voting Deadline, unless such deadline was extended by the Debtor in accordance with the Solicitation Procedures Order.

10. The final ballot report containing the summary report of the Voting Classes is attached hereto as **Exhibit A**. As shown on Exhibit A, both Class 4 Prepetition Notes Claims and Class 5 General Unsecured Claims have voted to accept the Plan with respect to each Debtor, except as stated below[3].

11. The detailed ballot reports for Class 4 Prepetition Notes Claims and Class 5 General Unsecured Claims are attached as **Exhibit B**.

12. Attached as **Exhibit C** is a report of any ballots that were not included in the tabulation above because they did not satisfy the requirements for a valid ballot as set forth in the

[3] With respect to the following Debtors, no ballots were submitted by Holders of Class 5 General Unsecured Claims: BulkTracer Holdings LLC; FB Industries USA, Inc.; FB Logistics, LLC; Hi-Crush Canada Inc.; Hi-Crush Holdings LLC; Hi-Crush Investments Inc.; Hi-Crush PODS LLC; Hi-Crush Services LLC; OnCore Processing LLC; PDQ Properties LLC; Pronghorn Logistics Holdings, LLC; and PropDispatch LLC.

Disclosure Statement Order and Solicitation Procedures (the "**Unacceptable Ballots**").

13. A report of any parties in Classes 1, 2, 3 and 8 that elected to opt-out on their Opt-Out Forms is attached hereto as **Exhibit D**.

14. For the avoidance of doubt, this Declaration does not certify the validity or enforceability of any opt-out elections received and reported on the exhibits hereto, but rather this Declaration is providing such information for reporting and informational purposes only.

15. Attached as **Exhibit E** is a report of Opt-Out Forms that were unacceptable because they did not satisfy the requirements for a valid Opt-Out as set forth in the Disclosure Statement Order and Solicitation Procedures (the "**Unacceptable Opt-Outs**").

16. To the best of my knowledge, information and belief, the foregoing information concerning the distribution, submission and tabulation of ballots in connection with the Plan is true and correct. The ballots received by KCC are stored at KCC's office and are available for inspection by or submission to this Court.

Dated: September 21, 2020

/s/ Varouj Bakhshian
Varouj Bakhshian

Exhibit A

Ballot Summary Report

Joint Plan of Reorganization for Hi-Crush Inc. and Its Affiliate Debtors
Case No. 20-33495 (DRJ)
Class 4 and Class 5 Voting Summary

Class Description	Members Voted	Members Accepted	Members Rejected	% Members Accepted	% Members Rejected	Total Amount Voted	Amount Accepted	Amount Rejected	% Amount Accepted	% Amount Rejected
Class 4 - Prepetition Notes Claims										
Class 4 - Prepetition Notes Claims	137	137	0	100.00%	0.00%	$435,274,000.00	$435,274,000.00	$0.00	100.00%	0.00%
Class 5 General Unsecured Claims										
Class 5 GUC - Hi-Crush Inc.	31	28	3	90.32%	9.68%	$34,766,827.74	$34,652,764.34	$114,063.40	99.67%	0.33%
Class 5 GUC - BulkTracer Holdings LLC	0	0	0	0.00%	0.00%	$0.00	$0.00	$0.00	0.00%	0.00%
Class 5 GUC - D & I Silica, LLC	10	9	1	90.00%	10.00%	$40,434,139.77	$40,157,038.96	$277,100.81	99.31%	0.69%
Class 5 GUC - FB Industries USA Inc.	0	0	0	0.00%	0.00%	$0.00	$0.00	$0.00	0.00%	0.00%
Class 5 GUC - FB Logistics, LLC	0	0	0	0.00%	0.00%	$0.00	$0.00	$0.00	0.00%	0.00%
Class 5 GUC - Hi-Crush Augusta LLC	2	2	0	100.00%	0.00%	$1,519.00	$1,519.00	$0.00	100.00%	0.00%
Class 5 GUC - Hi-Crush Blair LLC	1	1	0	100.00%	0.00%	$73.62	$73.62	$0.00	100.00%	0.00%
Class 5 GUC - Hi-Crush Canada Inc.	0	0	0	0.00%	0.00%	$0.00	$0.00	$0.00	0.00%	0.00%
Class 5 GUC - Hi-Crush Holdings LLC	0	0	0	0.00%	0.00%	$0.00	$0.00	$0.00	0.00%	0.00%
Class 5 GUC - Hi-Crush Investments Inc.	0	0	0	0.00%	0.00%	$0.00	$0.00	$0.00	0.00%	0.00%
Class 5 GUC - Hi-Crush LMS LLC	4	4	0	100.00%	0.00%	$13,890,845.64	$13,890,845.64	$0.00	100.00%	0.00%
Class 5 GUC - Hi-Crush Permian Sand LLC	6	6	0	100.00%	0.00%	$99,511.92	$99,511.92	$0.00	100.00%	0.00%
Class 5 GUC - Hi-Crush PODS LLC	0	0	0	0.00%	0.00%	$0.00	$0.00	$0.00	0.00%	0.00%
Class 5 GUC - Hi-Crush Proppants LLC	1	1	0	100.00%	0.00%	$83,279.69	$83,279.69	$0.00	100.00%	0.00%
Class 5 GUC - Hi-Crush Services LLC	0	0	0	0.00%	0.00%	$0.00	$0.00	$0.00	0.00%	0.00%
Class 5 GUC - Hi-Crush Whitehall LLC	1	1	0	100.00%	0.00%	$57.58	$57.58	$0.00	100.00%	0.00%
Class 5 GUC - Hi-Crush Wyeville Operating LLC	3	3	0	100.00%	0.00%	$1,184,800.57	$1,184,800.57	$0.00	100.00%	0.00%
Class 5 GUC - OnCore Processing LLC	0	0	0	0.00%	0.00%	$0.00	$0.00	$0.00	0.00%	0.00%
Class 5 GUC - PDQ Properties LLC	0	0	0	0.00%	0.00%	$0.00	$0.00	$0.00	0.00%	0.00%
Class 5 GUC - Pronghorn Logistics, LLC	4	3	1	75.00%	25.00%	$119,768.48	$118,319.92	$1,448.56	98.79%	1.21%
Class 5 GUC - Pronghorn Logistics Holdings, LLC	0	0	0	0.00%	0.00%	$0.00	$0.00	$0.00	0.00%	0.00%
Class 5 GUC - PropDispatch LLC	0	0	0	0.00%	0.00%	$0.00	$0.00	$0.00	0.00%	0.00%
Class 5 Total:	**63**	**58**	**5**	**92.06%**	**7.94%**	**$ 90,580,824.01**	**$ 90,188,211.24**	**$ 392,612.77**	**99.57%**	**0.43%**

Exhibit B

Ballot Detail Report

Joint Plan of Reorganization for Hi-Crush Inc. and Its Affiliate Debtors
Case No. 20-33495 (DRJ)
Class 4 - Prepetition Notes Claims

CUSIP Number	Nominee Name	Total Number of Accounts Voting	Number Accepted	Number Rejected	Total Principal Amount Voted	Principal Amount Voting Accept	Principal Amount Voting Reject	Opt Out Election
428337AA7	GOLDMAN	1	1	0	$9,000,000.00	$9,000,000.00	$0.00	No
428337AA7	NFS LLC	1	1	0	$200,000.00	$200,000.00	$0.00	No
428337AA7	JPMS/JPMC	5	5	0	$31,065,000.00	$31,065,000.00	$0.00	No
428337AA7	BOFA/FIX	1	1	0	$2,715,000.00	$2,715,000.00	$0.00	No
428337AA7	BANK OF NY	3	3	0	$4,333,000.00	$4,333,000.00	$0.00	No
428337AA7	JPMCBNA	2	2	0	$207,295,000.00	$207,295,000.00	$0.00	No
428337AA7	BNYMEL/TST	1	1	0	$60,000.00	$60,000.00	$0.00	No
428337AA7	SSB&T CO	18	18	0	$19,204,000.00	$19,204,000.00	$0.00	No
428337AA7	BNYM/SPDR	1	1	0	$1,184,000.00	$1,184,000.00	$0.00	No
428337AA7	JPMCB/CTC	3	3	0	$105,056,000.00	$105,056,000.00	$0.00	No
428337AA7	PNC BK, NA	1	1	0	$50,000.00	$50,000.00	$0.00	No
428337AA7	NRTHRN TR	6	6	0	$5,237,000.00	$5,237,000.00	$0.00	No
428337AA7	US BANK NA	3	3	0	$6,961,000.00	$6,961,000.00	$0.00	No
428337AA7	BOFA/SFKPG	5	5	0	$37,454,000.00	$37,454,000.00	$0.00	No
428337AA7	BNY/NA	1	1	0	$2,000,000.00	$2,000,000.00	$0.00	No
U4322HAA0	WELLS CLRG	1	1	0	$200,000.00	$200,000.00	$0.00	No
U4322HAA0	INT BROKER	5	5	0	$437,000.00	$437,000.00	$0.00	No
U4322HAA0	JPMCBNA	3	3	0	$2,000,000.00	$2,000,000.00	$0.00	No
U4322HAA0	FIDELITY	76	76	0	$823,000.00	$823,000.00	$0.00	No
	TOTAL:	137	137	0	**$435,274,000.00**	**$435,274,000.00**	**$0.00**	

Joint Plan of Reorganization for Hi-Crush Inc. and Its Affiliate Debtors
Case No. 20-33495 (DRJ)
Class 5 General Unsecured Claims - Hi-Crush Inc.

Date Filed	Ballot No.	Creditor Name	Voting Amount	Accept or Reject?	Opt Out Election
09/16/2020	59	Bridge Funding Group, Inc.	$372,491.26	Accept	No
09/16/2020	58	Bridge Funding Group, Inc.	$990,899.08	Accept	No
09/05/2020	29	Carl Szczesny	$2,000.00	Accept	No
08/26/2020	14	Carolyn Lea Nickols	$7,212.47	Accept	No
09/01/2020	23	De Lage Landen Financial Services, Inc.	$47,547.51	Accept	No
09/16/2020	49	Dell Marketing, L.P.	$43,946.78	Accept	No
09/03/2020	26	Eric Tremmel	$1,906.32	Accept	No
08/28/2020	18	FET - FEDERATION OF ENVIRONMENTAL TECHNOLOGISTS, INC.	$750.00	Accept	No
09/18/2020	63	GREENBRIER LEASING COMPANY LLC	$14,981,942.74	Accept	No
08/27/2020	16	Gulf Coast Bank and Trust Company	$55,801.47	Reject	No
08/31/2020	2	HILLER PRINTING	$1,407.25	Accept	No
09/18/2020	72	HORNING LEASING LLC	$14,626.39	Accept	No
08/25/2020	10	JAMES, ELDEN	$1.00	Accept	No
09/10/2020	38	Jerome Palazzolo	$171.53	Accept	Yes
08/31/2020	1	Jerry D Gilbert	$1.00	Accept	No
09/08/2020	35	Mark Terry	$1.00	Reject	No
08/31/2020	3	Miltiadis Hatzidakis	$1.00	Accept	No
09/14/2020	44	MJ Slade LLC Myrland Slade Owner	$15,389.14	Accept	No
09/16/2020	50	Mr Bhavik Shashi Patel	$1,797.00	Accept	No
09/17/2020	61	MUL Railcars, Inc.	$17,968,595.00	Accept	No
08/26/2020	13	NORTH FAYETTE COUNTY MUNICIPAL AUTHORITY	$413.19	Accept	No
09/08/2020	32	Robert Denmark	$13,450.50	Accept	No
09/08/2020	33	Robert L. Tatko	$5,000.00	Accept	No
09/08/2020	37	Sarah M. Tatko	$5,000.00	Accept	No
09/16/2020	56	SIRIUS SOLUTIONS, LLP	$50,085.00	Accept	No
09/03/2020	27	Steve Bien	$1.00	Accept	No
09/18/2020	66	TBC. INC.	$13,429.72	Accept	No
09/18/2020	64	TRIUMPH BUSINESS CAPITAL	$18,958.08	Accept	No
09/16/2020	52	Vinson & Elkins LLP	$72,160.00	Accept	Yes
08/25/2020	8	West Texas Gas, Inc.	$58,260.93	Reject	No
09/10/2020	42	Wooster Motor Ways, Inc.	$23,581.38	Accept	No

Joint Plan of Reorganization for Hi-Crush Inc. and Its Affiliate Debtors
Case No. 20-33495 (DRJ)
Class 5 General Unsecured Claims - D and I Silica, LLC

Date Filed	Ballot No.	Creditor Name	Voting Amount	Accept or Reject?	Opt Out Election
09/16/2020	57	Bridge Funding Group, Inc.	$372,491.26	Accept	No
09/16/2020	60	Bridge Funding Group, Inc.	$990,899.08	Accept	No
09/16/2020	54	Buffalo Pittsburgh Railroad Inc.	$1,482.00	Accept	No
09/18/2020	69	C.K. Industries, Inc.	$277,100.81	Reject	Yes
09/18/2020	70	Chicago Freight Car Leasing Co.	$38,699,669.78	Accept	No
08/26/2020	11	NEW YORK SUSQUEHANNA & WESTERN	$40,209.86	Accept	No
08/26/2020	12	NORTH FAYETTE COUNTY MUNICIPAL AUTHORITY	$436.31	Accept	No
09/01/2020	5	NORTHERN TIER SOLID WASTE AUTHORITY	$527.89	Accept	No
09/16/2020	53	THE MAHONING VALLEY RAILWAY COMPANY	$51,078.75	Accept	No
09/16/2020	48	VILLAGE OF MINGO JUNCTION	$244.03	Accept	No

Joint Plan of Reorganization for Hi-Crush Inc. and Its Affiliate Debtors
Case No. 20-33495 (DRJ)
Class 5 General Unsecured Claims - Hi-Crush Augusta LLC

Date Filed	Ballot No.	Creditor Name	Voting Amount	Accept or Reject?	Opt Out Election
09/04/2020	28	DAVEY LAWN CARE, LLC	$1,477.00	Accept	No
09/08/2020	30	EAU CLAIRE ENERGY COOPERATIVE	$42.00	Accept	No

Joint Plan of Reorganization for Hi-Crush Inc. and Its Affiliate Debtors
Case No. 20-33495 (DRJ)
Class 5 General Unsecured Claims - Hi-Crush Blair LLC

Date Filed	Ballot No.	Creditor Name	Voting Amount	Accept or Reject?	Opt Out Election
09/16/2020	47	CULLIGAN	$73.62	Accept	No

Joint Plan of Reorganization for Hi-Crush Inc. and Its Affiliate Debtors
Case No. 20-33495 (DRJ)
Class 5 General Unsecured Claims - Hi-Crush LMS LLC

Date Filed	Ballot No.	Creditor Name	Voting Amount	Accept or Reject?	Opt Out Election
09/18/2020	62	BASIN DISPOSAL INC.	$1,628.59	Accept	No
08/31/2020	22	Chevron U.S.A. Inc.	$13,775,824.00	Accept	Yes
09/18/2020	71	TARGET LOGISTICS MANAGEMENT LLC	$83,877.76	Accept	No
08/27/2020	17	THE KUNKLE GROUP, LLC	$29,515.29	Accept	No

Joint Plan of Reorganization for Hi-Crush Inc. and Its Affiliate Debtors
Case No. 20-33495 (DRJ)
Class 5 General Unsecured Claims - Hi-Crush Permian Sand LLC

Date Filed	Ballot No.	Creditor Name	Voting Amount	Accept or Reject?	Opt Out Election
08/25/2020	9	Dutcher Phipps Crane and Rigging Co.	$24,816.00	Accept	No
08/31/2020	21	LEEK SAFETY & FIRE EQUIPMENT, INC.	$2,552.56	Accept	No
09/03/2020	25	ORKIN PEST CONTROL	$822.69	Accept	No
08/26/2020	15	STERLING CRANE LLC	$2,337.40	Accept	No
09/18/2020	67	TBC. INC.	$11,122.34	Accept	No
09/01/2020	7	West Texas Gas, Inc	$57,860.93	Accept	No

Joint Plan of Reorganization for Hi-Crush Inc. and Its Affiliate Debtors
Case No. 20-33495 (DRJ)
Class 5 General Unsecured Claims - Hi-Crush Proppants LLC

Date Filed	Ballot No.	Creditor Name	Voting Amount	Accept or Reject?	Opt Out Election
09/18/2020	65	TRIUMPH BUSINESS CAPITAL	$83,279.69	Accept	No

Joint Plan of Reorganization for Hi-Crush Inc. and Its Affiliate Debtors
Case No. 20-33495 (DRJ)
Class 5 General Unsecured Claims - Hi-Crush Whitehall LLC

Date Filed	Ballot No.	Creditor Name	Voting Amount	Accept or Reject?	Opt Out Election
09/16/2020	46	CULLIGAN	$57.58	Accept	No

Joint Plan of Reorganization for Hi-Crush Inc. and Its Affiliate Debtors
Case No. 20-33495 (DRJ)
Class 5 General Unsecured Claims - Hi-Crush Wyeville Operating LLC

Date Filed	Ballot No.	Creditor Name	Voting Amount	Accept or Reject?	Opt Out Election
09/18/2020	68	ALL AMERICAN DO IT CENTER	$2,430.02	Accept	No
09/08/2020	31	ALLIED COOPERATIVE	$5,000.33	Accept	No
09/16/2020	51	Rutlin, Kurt W.	$1,177,370.22	Accept	No

Joint Plan of Reorganization for Hi-Crush Inc. and Its Affiliate Debtors
Case No. 20-33495 (DRJ)
Class 5 General Unsecured Claims - Pronghorn Logistics, LLC

Date Filed	Ballot No.	Creditor Name	Voting Amount	Accept or Reject?	Opt Out Election
09/18/2020	73	HORNING LEASING LLC	$769.81	Accept	No
08/30/2020	19	PGIP, LLC	$47,544.54	Accept	No
08/30/2020	20	PGIP, LLC	$70,005.57	Accept	No
09/10/2020	43	RAKA	$1,448.56	Reject	No

Exhibit C

Unacceptable Ballot Report

Joint Plan of Reorganization for Hi-Crush Inc. and Its Affiliate Debtors
Case No. 20-33495 (DRJ)
Class 5 General Unsecured Claims - Unacceptable Ballots

Date Filed	Ballot No.	Creditor Name	Voting Amount	Accept or Reject?	Opt Out Election	Reason Unacceptable	Debtor Name
09/14/2020	45	AIG Property Casualty, Inc.	$1.00	Abstained	YES	Abstained	Hi-Crush Proppants LLC
09/10/2020	41	AMERIPRIDE	$2,367.30	Abstained	YES	Abstained	Hi-Crush Permian Sand LLC
09/02/2020	24	CIT Bank, N.A.	$310,077.68	Abstained	YES	Abstained	D & I Silica, LLC
09/01/2020	6	Fred P Swing/Frederick P Swing Revocable Trust	$1.00	Accept	NO	Not Signed	Hi-Crush Inc.
08/31/2020	4	HILLER PRINTING	$1,407.25	Abstained	NO	Abstained	FB Industries USA Inc.
09/08/2020	36	MaryAnn D. Smith	$13,500.00	Reject	NO	Not Signed	Hi-Crush Inc.
09/08/2020	34	PIYUSH PATEL	$2,656.79	Accept	NO	Not Signed	Hi-Crush Inc.
09/10/2020	39	QUARNE FAMILY LLC	$561,500.00	Abstained	YES	Abstained	Hi-Crush Blair LLC
09/10/2020	40	WEST LINCOLN LLC	$100.00	Abstained	NO	Abstained	Hi-Crush Whitehall LLC

Exhibit D

Opt-Out Report

Joint Plan of Reorganization for Hi-Crush Inc. and Its Affiliate Debtors
Case No. 20-33495 (DRJ)
Classes 1, 2 and 3 Opt-Outs

Date Filed	Creditor Name	Class	Opt Out Election
09/16/2020	Brady Lusk	Class 1 - Other Priority Claims	YES

Joint Plan of Reorganization for Hi-Crush Inc. and Its Affiliate Debtors
Case No. 20-33495 (DRJ)
Class 8 - Old Parent Interests Opt-Outs

CUSIP Number	Nominee Name	Total Number of Accounts Electing to Opt-Out of Releases	Total Interest Amount Electing to Opt-Out of Releases
428337109	GOLDMAN	2	24,286
428337109	BROWN BROS	1	36,963
428337109	MSSB	13	10,503
428337109	MORGAN LLC	2	24,286
428337109	JONES E D	22	21,081
428337109	VANGUARD	28	31,799
428337109	LPL LLC	16	5,308
428337109	WEDBUSH	1	900
428337109	WELLS CLRG	41	91,317
428337109	APEX CLEAR	15	29,249
428337109	BOFA	2	67,447
428337109	CHS SCHWAB	135	227,915
428337109	TD AMERITR	151	838,097
428337109	UBS FINAN	14	232,657
428337109	NFS LLC	143	748,485
428337109	RBCCAPMKTS	22	60,521
428337109	HILLTOPSEC	5	18,931
428337109	JPMS/JPMC	10	6,198
428337109	DAVIDSON	1	200
428337109	E*TRADE	91	373,563
428337109	PERSHING	27	47,635
428337109	INT BROKER	11	97,335
428337109	R W BAIRD	3	750
428337109	OPPENHEIME	1	100
428337109	CETERA	1	850
428337109	RAYMOND	25	59,370
428337109	INTL FCSTN	3	2,100
428337109	AEIS INC	12	55,783
428337109	STIFEL	19	24,365
428337109	BANK OF NY	9	29,743
428337109	JPMCBNA	1	7,000
428337109	CITIBANK	3	14,020
428337109	SSB&T CO	1	500
428337109	SEI PRIVAT	1	500
428337109	RTC/SWMS2	1	5,000
428337109	SSB/FRANK	1	1,000
428337109	US BANK NA	1	5,181
428337109	NBFI INC	1	2,670
428337109	SCOTIA	3	10,800
428337109	CIBCWRLD	3	20,874
428337109	TD WATER	5	11,020
428337109	BMO NSBT	4	13,200
428337109	CRED/CDS	1	200
428337109	QUES/CDS	1	1,000
428337109	RHSECURLLC	145	125,785
428337109	MLPFS/8862	27	75,626
	TOTAL:	**1025**	**3,462,113**

Exhibit E

Unacceptable Opt-Out Report

Joint Plan of Reorganization for Hi-Crush Inc. and Its Affiliate Debtors
Case No. 20-33495 (DRJ)
Unacceptable Opt-Outs

Class	Ballot No.	Creditor Name	Date Received	Shares Held	Instruct to Opt-Out	Reason Unacceptable
8	N/A	FRED SWING	9/1/2020	700	UNKNOWN	Registered Shareholder - only submitted signature page of form; no reference to Opt-Out election
8	N/A	WILLIAM TERRY GOLDEN	8/31/2020	150	UNKNOWN	Registered Shareholder - only submitted signature page of form; no reference to Opt-Out election
8	N/A	ROZA GALUSTYAN	9/18/2020	UNKNOWN	Yes	Improperly submitted Benefical Holder Opt-Out Form; should have been returned to Nominee for processing and reporting on a Master Opt-Out Form
8	N/A	JOHN EPPLING	9/1/2020	UNKNOWN	Yes	Improperly submitted Benefical Holder Opt-Out Form; should have been returned to Nominee for processing and reporting on a Master Opt-Out Form
8	N/A	SHELLY KING	9/10/2020	UNKNOWN	Yes	Improperly submitted Benefical Holder Opt-Out Form; should have been returned to Nominee for processing and reporting on a Master Opt-Out Form

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

In re:	:	Chapter 11
HI-CRUSH INC., *et al.*,[1]	:	Case No. 20-33495 (DRJ)
Debtors.	:	(Jointly Administered)

NOTICE OF FILING OF SECOND PLAN SUPPLEMENT FOR THE JOINT PREPACKAGED PLAN OF REORGANIZATION FOR HI-CRUSH INC. AND ITS AFFILIATE DEBTORS UNDER CHAPTER 11 OF THE BANKRUPTCY CODE

PLEASE TAKE NOTICE that the above-captioned debtors and debtors-in-possession (collectively, the "**Debtors**") filed on September 11, 2020, the *Notice of Filing of Plan Supplement for the Joint Plan of Reorganization for Hi-Crush Inc. and its Affiliate Debtors Under Chapter 11 of the Bankruptcy Code* [Docket No. 365] (the "**First Plan Supplement**") with the United States Bankruptcy Court for the Southern District of Texas (the "**Court**").

PLEASE TAKE FURTHER NOTICE that, as contemplated by the *Joint Plan of Reorganization for Hi-Crush Inc. and its Affiliate Debtors Under Chapter 11 of the Bankruptcy Code* [Docket No. 289] (as may be amended, modified, or supplemented from time to time, and including all exhibits and supplements thereto, the "**Plan**"), the Debtors hereby file this second plan supplement (the "**Second Plan Supplement**" and, together with the First Plan Supplement, the "**Plan Supplement**") with the Court. Capitalized terms used but not defined herein have the meanings set forth in the Plan. The Second Plan Supplement includes the following additional exhibits (in each case, as may be amended, modified, or supplemented from time to time):

Exhibit A	Revised New Board Disclosures
Exhibit B	Redline to Prior New Board Disclosures

PLEASE TAKE FURTHER NOTICE that these documents remain subject to continuing negotiations in accordance with the terms of the Plan and the Restructuring Support Agreement

[1] 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.

and the final versions may contain material differences from the versions filed herewith. For the avoidance of doubt, the parties thereto have not consented to such document as being in final form and reserve all rights in that regard. The parties reserve all rights to amend, modify, or supplement the Plan Supplement and any of the documents contained therein in accordance with the terms of the Plan and the Restructuring Support Agreement. To the extent material amendments or modifications are made to any of these documents, the Debtors will file a redline version with the Court prior to the Confirmation Hearing.

PLEASE TAKE FURTHER NOTICE that the Plan Supplement is integral to, part of, and incorporated by reference into the Plan. Please note, however, these documents have not yet been approved by the Court. If the Plan is confirmed, the documents contained in the Plan Supplement will be approved by the Court pursuant to the order confirming the Plan.

PLEASE TAKE FURTHER NOTICE that the hearing to consider confirmation of the Plan (the "**Confirmation Hearing**") is scheduled to commence at 2:00 p.m. (prevailing Central Time) on September 23, 2020. The Confirmation Hearing will take place via videoconference.[2] **The Confirmation Hearing may be continued by the Court or by the Debtors without further notice other than by announcement of same in open court and/or by filing and serving a notice of adjournment.**

PLEASE TAKE FURTHER NOTICE that the copies of the documents included in the Plan Supplement or the Plan, or any other document filed in the Debtors' Chapter 11 Cases, may be obtained free of charge by contacting the Debtors' Voting and Claims Agent, Kurtzman Carson Consultants LLC, 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.txs.uscourts.gov or free of charge at http://www.kccllc.net/hicrush.

[2] 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.

Dated: September 21, 2020
Houston, Texas

Respectfully Submitted,

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

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Ashley L. Harper (TX Bar No. 24065272)
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Counsel for Debtors and Debtors-in-Possession

Exhibit A

Revised New Board Disclosures

PLEASE TAKE FURTHER NOTICE that certain documents, or portions thereof, contained in this Exhibit A and the Plan Supplement remain subject to continuing negotiations among the Debtors and interested parties with respect thereto. The Debtors reserve all rights, subject to the terms and conditions set forth in the Plan and the Restructuring Support Agreement, to amend, revise, or supplement the Plan Supplement, and any of the documents and designations contained herein, at any time before the Effective Date of the Plan, or any such other date as may be provided for by the Plan or by order of the Bankruptcy Court.

Section 1129(a)(5) Disclosures Regarding Directors and Officers

I. DISCLOSURES REGARDING DIRECTORS OF THE REORGANIZED DEBTORS

In accordance with Article V.L of the Plan and consistent with the requirements of section 1129(a)(5) of the Bankruptcy Code, the Debtors hereby disclose the identities and affiliations of the individuals proposed to serve as members of the New Board on and after the Effective Date and the identity of any insiders that will be employed or retained by the Reorganized Debtors as well as the nature of any compensation for such insiders.

- ***Colin Leonard*** **–** Mr. Leonard is a Partner and Managing Director at Clearlake Capital Group, L.P. Mr. Leonard previously served as an investment professional at HBK Investments L.P. where he focused on distressed investments in the industrials and transportation/logistics sectors. Mr. Leonard currently serves on the Board of Directors of several companies, including Gravity, IXS, Janus International, Knight Energy Services, Smart Sand, Unifrax, and Wheel Pros. He also serves on the Board of Directors of the Boys & Girls Club of Venice.

- ***Brad Kottman*** **–** Mr. Kottman is a Senior Associate at Clearlake Capital Group, L.P. Mr. Kottman previously served as an investment professional at Trilantic Capital Partners where he was involved in all aspects of the investment process including due diligence of investment opportunities, as well as managing and monitoring portfolio companies. Before that, Mr. Kottman was an investment banker in the Global Energy Group at Citi.

- ***Jacob Mercer*** **–** Mr. Mercer is a Partner and the Head of Restructuring and Special Situations at Whitebox Advisors LLC. Mr. Mercer previously served as Assistant Treasurer and Managing Director at Xcel Energy. Before joining Xcel Energy, he was a Senior Credit Analyst and Principal at Piper Jaffray and a Research Analyst at Voyageur Asset Management. Mr. Mercer also served as a logistics officer in the United States Army. Mr. Mercer has served on a number of boards of directors including A.M. Castle, Ceres Global Ag, Currax Pharmaceuticals, GT Advanced Technologies, Hycroft Mining, Jerritt Canyon Gold, Par Pacific, Piceance Energy, SAExploration, and White Forest Resources.

- ***Marcus Rowland*** **–** Mr. Rowland is the Founder and Senior Managing Director of IOG Capital, LP where he leads the company's investment team. Mr. Rowland previously served as the Chief Executive Officer at FTS International, Inc. (formerly Frac Tech International, LLC) from May 2011 until November 2012, and as the President and Chief Financial Officer of Frac Tech Services, LLC and Frac Tech International, LLC from November 2010 to May 2011. Mr. Rowland also served as the Chief Financial Officer or equivalent positions of Chesapeake Energy Corporation from 1993 until October 2010. Mr. Rowland serves on a number of private and public boards, including as Chairman of the Board for SilverBow Resources, and Chairman of the Board for Chaparral Energy, Inc. He is also on the board of Mitcham Industries, Inc. and Key Energy Services, Inc.

- ***Robert E. Rasmus*** **–** Mr. Rasmus is a co-founder of Hi-Crush Proppants LLC and currently serves as Chairman and Chief Executive Officer of Hi-Crush Inc. Mr. Rasmus was a

founding member of Red Oak Capital Management LLC ("**ROCM**") in June 2002 and has served as Managing Director since inception. Prior to the founding of ROCM, Mr. Rasmus was the President of Thunderbolt Capital Corp., a venture firm focused on start-up and early stage private equity investments. Previously, Mr. Rasmus started, built and expanded a variety of domestic and international capital markets and corporate finance businesses. Mr. Rasmus was the Senior Managing Director of Banc One Capital Markets, Inc. (formerly First Chicago Capital Markets, Inc.) where he was responsible for the high yield and private placement businesses while functioning as a member of the management committee. Prior thereto, Mr. Rasmus was the Managing Director and Head of Investment Banking in London for First Chicago Ltd. Mr. Rasmus holds a BA in Government and International Relations from the University of Notre Dame.

The above listed individuals will be members of the New Board. On and after the Effective Date, the future selection of board members and director compensation will be determined in accordance with the applicable Amended/New Organizational Documents and constituent documents.

II. DISCLOSURES REGARDING OFFICERS OF THE REORGANIZED DEBTORS AND NATURE OF COMPENSATION

Subject to and in accordance with the terms and conditions of Article VI.G of the Plan, the existing officers of the Debtors as of the Petition Date shall remain in their current capacities as officers of the Reorganized Debtors on and after the Effective Date, subject to the ordinary rights and powers of the New Board to remove or replace such officers in accordance with the Amended/New Organizational Documents and any applicable employment agreements. The nature of compensation for such officers shall continue in such form as existing immediately prior to the Effective Date, except with respect to such officer's participation in the New Management Incentive Plan to be established by the New Board consistent with Article V.H of the Plan.

Exhibit B

Redline to Prior New Board Disclosures

PLEASE TAKE FURTHER NOTICE that certain documents, or portions thereof, contained in this Exhibit B and the Plan Supplement remain subject to continuing negotiations among the Debtors and interested parties with respect thereto. The Debtors reserve all rights, subject to the terms and conditions set forth in the Plan and the Restructuring Support Agreement, to amend, revise, or supplement the Plan Supplement, and any of the documents and designations contained herein, at any time before the Effective Date of the Plan, or any such other date as may be provided for by the Plan or by order of the Bankruptcy Court.

~~**Exhibit C**~~

Exhibit A

Revised New Board Disclosures

PLEASE TAKE FURTHER NOTICE that certain documents, or portions thereof, contained in this Exhibit A and the Plan Supplement remain subject to continuing negotiations among the Debtors and interested parties with respect thereto. The Debtors reserve all rights, subject to the terms and conditions set forth in the Plan and the Restructuring Support Agreement, to amend, revise, or supplement the Plan Supplement, and any of the documents and designations contained herein, at any time before the Effective Date of the Plan, or any such other date as may be provided for by the Plan or by order of the Bankruptcy Court.

Section 1129(a)(5) Disclosures Regarding Directors and Officers

I. ~~Disclosure~~DISCLOSURES REGARDING DIRECTORS OF THE REORGANIZED DEBTORS

~~On and as of the Effective Date, the existing boards of directors and other governing bodies of the Debtors will be deemed to have resigned in each case 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. The initial New Board shall be selected in accordance with the terms of the New Stockholders Agreement.~~

In accordance with Article V.L of the Plan and consistent with the requirements of section 1129(a)(5) of the Bankruptcy Code, ~~to the extent known,~~ the Debtors ~~will~~**hereby** disclose ~~at or before the Confirmation Hearing~~ the identities and affiliations of the ~~remaining~~**individuals** proposed **to serve as** members of the New Board~~. To the extent any director is an "insider" under the Bankruptcy Code,~~ **on and after the Effective Date and the identity of any insiders that will be employed or retained by the Reorganized Debtors as well as** the nature of any compensation ~~to be paid to such director will also be disclosed. Each director and officer of the Reorganized Debtors shall serve from~~ **for such insiders.**

- ***Colin Leonard*** **– Mr. Leonard is a Partner and Managing Director at Clearlake Capital Group, L.P. Mr. Leonard previously served as an investment professional at HBK Investments L.P. where he focused on distressed investments in the industrials and transportation/logistics sectors. Mr. Leonard currently serves on the Board of Directors of several companies, including Gravity, IXS, Janus International, Knight Energy Services, Smart Sand, Unifrax, and Wheel Pros. He also serves on the Board of Directors of the Boys & Girls Club of Venice.**

- ***Brad Kottman*** **– Mr. Kottman is a Senior Associate at Clearlake Capital Group, L.P. Mr. Kottman previously served as an investment professional at Trilantic Capital Partners where he was involved in all aspects of the investment process including due diligence of investment opportunities, as well as managing and monitoring portfolio companies. Before that, Mr. Kottman was an investment banker in the Global Energy Group at Citi.**

- ***Jacob Mercer*** **– Mr. Mercer is a Partner and the Head of Restructuring and Special Situations at Whitebox Advisors LLC. Mr. Mercer previously served as Assistant Treasurer and Managing Director at Xcel Energy. Before joining Xcel Energy, he was a Senior Credit Analyst and Principal at Piper Jaffray and a Research Analyst at Voyageur Asset Management. Mr. Mercer also served as a logistics officer in the United States Army. Mr. Mercer has served on a number of boards of directors including A.M. Castle, Ceres Global Ag, Currax Pharmaceuticals, GT Advanced Technologies, Hycroft Mining, Jerritt Canyon Gold, Par Pacific, Piceance Energy, SAExploration, and White Forest Resources.**

- ***Marcus Rowland*** **– Mr. Rowland is the Founder and Senior Managing Director of IOG Capital, LP where he leads the company's investment team. Mr. Rowland previously served as the Chief Executive Officer at FTS International, Inc. (formerly Frac Tech International, LLC) from May 2011 until November 2012, and as the President and Chief Financial Officer of Frac Tech Services, LLC and Frac Tech International, LLC from November 2010 to May 2011. Mr. Rowland also served as the Chief Financial Officer or equivalent positions of Chesapeake Energy Corporation from 1993 until October 2010. Mr. Rowland serves on a number of private and public boards, including as Chairman of the Board for SilverBow Resources, and Chairman of the Board for Chaparral Energy, Inc. He is also on the board of Mitcham Industries, Inc. and Key Energy Services, Inc.**

- ***Robert E. Rasmus*** **– Mr. Rasmus is a co-founder of Hi-Crush Proppants LLC and currently serves as Chairman and Chief Executive Officer of Hi-Crush Inc. Mr. Rasmus was a founding member of Red Oak Capital Management LLC ("ROCM") in June 2002 and has served as Managing Director since inception. Prior to the founding of ROCM, Mr. Rasmus was the President of Thunderbolt Capital Corp., a venture firm focused on start-up and early stage private equity investments. Previously, Mr. Rasmus started, built and expanded a variety of domestic and international capital markets and corporate finance businesses. Mr. Rasmus was the Senior Managing Director of Banc One Capital Markets, Inc. (formerly First Chicago Capital Markets, Inc.) where he was responsible for the high yield and private placement businesses while functioning as a member of the management committee. Prior thereto, Mr. Rasmus was the Managing Director and Head of Investment Banking in London for First Chicago Ltd. Mr. Rasmus holds a BA in Government and International Relations from the University of Notre Dame.**

The above listed individuals will be members of the New Board. On and after the Effective Date ~~**pursuant to applicable law and the terms of**~~**, the future selection of board members and director compensation will be determined in accordance with** the applicable Amended/New Organizational Documents and ~~**other**~~ constituent documents.

II. ~~Disclosure~~DISCLOSURES REGARDING OFFICERS OF THE REORGANIZED DEBTORS AND NATURE OF COMPENSATION

Subject to and in accordance with the terms and conditions of Article VI.G of the Plan, the ~~**Debtors'**~~ existing officers ~~**will continue with**~~**of** the Debtors ~~**through**~~**as of the Petition Date shall remain in their current capacities as officers of the Reorganized Debtors on** and after the Effective Date ~~**in their current roles and receive compensation consistent with the Debtors' current practices. After the Effective Date, the appointment of officers and executives of the Reorganized Debtors shall be governed by the applicable**~~**, subject to the ordinary rights and powers of the New Board to remove or replace such officers in accordance with the** Amended/New Organizational Documents~~**, subject to (a) the terms and conditions thereof and the Restructuring Support Agreement and (b) the approval of**~~ **and any applicable employment agreements. The nature of compensation for such officers shall continue in such form as existing immediately prior to the Effective Date, except with**

respect to such officer's participation in the New Management Incentive Plan to be established by the New Board **consistent with Article V.H of the Plan**.

Summary report: Litera® Change-Pro for Word 10.9.2.0 Document comparison done on 9/21/2020 6:10:44 PM	
Style name: L&W with Moves	
Intelligent Table Comparison: Active	
Original filename: HCR - Plan Supplement - D&O Disclosure [Filing Version 9.11.20](117760947.1).docx	
Modified filename: 14025391_5_HCR - Plan Supplement - D&O Disclosures (PW Draft 9.17.20).DOCX	
Changes:	
Add	32
~~**Delete**~~	20
~~*Move From*~~	0
Move To	0
Table Insert	0
~~**Table Delete**~~	0
Table moves to	0
~~*Table moves from*~~	0
Embedded Graphics (Visio, ChemDraw, Images etc.)	0
Embedded Excel	0
Format changes	0
Total Changes:	52

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

In re:	:	Chapter 11
HI-CRUSH INC., *et al.*,[1]	:	Case No. 20-33495 (DRJ)
Debtors.	:	(Jointly Administered)

NOTICE OF FILING OF THIRD PLAN SUPPLEMENT FOR THE JOINT PREPACKAGED PLAN OF REORGANIZATION FOR HI-CRUSH INC. AND ITS AFFILIATE DEBTORS UNDER CHAPTER 11 OF THE BANKRUPTCY CODE

PLEASE TAKE NOTICE that the above-captioned debtors and debtors-in-possession (collectively, the "**Debtors**") filed on September 11, 2020, the *Notice of Filing of Plan Supplement for the Joint Plan of Reorganization for Hi-Crush Inc. and its Affiliate Debtors Under Chapter 11 of the Bankruptcy Code* [Docket No. 365] (the "**First Plan Supplement**") with the United States Bankruptcy Court for the Southern District of Texas (the "**Court**").

PLEASE TAKE FURTHER NOTICE that the Debtors filed the *Second Plan Supplement for the for the Joint Plan of Reorganization for Hi-Crush Inc. and its Affiliate Debtors Under Chapter 11 of the Bankruptcy Code* (the "**Second Plan Supplement**") with the Court on September 21, 2020 [Docket No. 401].

PLEASE TAKE FURTHER NOTICE that, as contemplated by the *Joint Plan of Reorganization for Hi-Crush Inc. and its Affiliate Debtors Under Chapter 11 of the Bankruptcy Code* [Docket No. 289] (as may be amended, modified, or supplemented from time to time, and including all exhibits and supplements thereto, the "**Plan**"), the Debtors hereby file this third plan supplement (the "**Third Plan Supplement**" and, together with the First Plan Supplement and Second Plan Supplement, the "**Plan Supplement**") with the Court. Capitalized terms used but not defined herein have the meanings set forth in the Plan. The Third Plan Supplement includes the following additional exhibits (in each case, as may be amended, modified, or supplemented from time to time):

[1] 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.

Exhibit A Exit Credit Agreement

PLEASE TAKE FURTHER NOTICE that these documents remain subject to continuing negotiations in accordance with the terms of the Plan and the Restructuring Support Agreement and the final versions may contain material differences from the versions filed herewith. For the avoidance of doubt, the parties thereto have not consented to such document as being in final form and reserve all rights in that regard. The parties reserve all rights to amend, modify, or supplement the Plan Supplement and any of the documents contained therein in accordance with the terms of the Plan and the Restructuring Support Agreement. To the extent material amendments or modifications are made to any of these documents, the Debtors will file a redline version with the Court prior to the Effective Date.

PLEASE TAKE FURTHER NOTICE that the Plan Supplement is integral to, part of, and incorporated by reference into the Plan. Please note, however, these documents have not yet been approved by the Court. If the Plan is confirmed, the documents contained in the Plan Supplement will be approved by the Court pursuant to the order confirming the Plan.

PLEASE TAKE FURTHER NOTICE that the hearing to consider confirmation of the Plan (the "**Confirmation Hearing**") is scheduled to commence at 2:00 p.m. (prevailing Central Time) on September 23, 2020. The Confirmation Hearing will take place via videoconference.[2] **The Confirmation Hearing may be continued by the Court or by the Debtors without further notice other than by announcement of same in open court and/or by filing and serving a notice of adjournment.**

PLEASE TAKE FURTHER NOTICE that the copies of the documents included in the Plan Supplement or the Plan, or any other document filed in the Debtors' Chapter 11 Cases, may be obtained free of charge by contacting the Debtors' Voting and Claims Agent, Kurtzman Carson Consultants LLC, 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.txs.uscourts.gov or free of charge at http://www.kccllc.net/hicrush.

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[2] 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.

Dated: September 22, 2020
Houston, Texas

Respectfully Submitted,

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

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- and -

George A. Davis (*admitted pro hac vice*)
Keith A. Simon (*admitted pro hac vice*)
David A. Hammerman (*admitted pro hac vice*)
Annemarie V. Reilly (*admitted pro hac vice*)
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hugh.murtagh@lw.com

Counsel for Debtors and Debtors-in-Possession

Exhibit A

Exit Credit Agreement

PLEASE TAKE FURTHER NOTICE that certain documents, or portions thereof, contained in this Exhibit A and the Plan Supplement remain subject to continuing negotiations among the Debtors and interested parties with respect thereto. The Debtors reserve all rights, subject to the terms and conditions set forth in the Plan and the Restructuring Support Agreement, to amend, revise, or supplement the Plan Supplement, and any of the documents and designations contained herein, at any time before the Effective Date of the Plan, or any such other date as may be provided for by the Plan or by order of the Bankruptcy Court.

CREDIT AGREEMENT

dated as of [___], 2020

Among

HI-CRUSH INC.

as Borrower,

JPMORGAN CHASE BANK, N.A.,

as Administrative Agent and an Issuing Lender,

ZIONS BANCORPORATION, N.A. DBA AMEGY BANK,

[and

UBS AG, STAMFORD BRANCH]

as Issuing Lenders

and

THE LENDERS NAMED HEREIN,

as Lenders

$25,000,000

JPMORGAN CHASE BANK, N.A.,
as Sole Lead Arranger and Sole Bookrunner

TABLE OF CONTENTS

Page

EXHIBITS:

SCHEDULES:

CREDIT AGREEMENT

This CREDIT AGREEMENT dated as of [_____], 2020 (the "Agreement") is among Hi-Crush Inc., a Delaware corporation (the "Borrower"), the Lenders (as defined below) and other parties from time to time party hereto, and JPMorgan Chase Bank, N.A., as Administrative Agent (as defined below) for the Lenders and as an Issuing Lender (as defined below), and each other Issuing Lender (as defined below).

RECITALS

A. Reference is made to that certain Restructuring Support Agreement, dated as of July 12, 2020, among the Borrower, certain subsidiaries of the Borrower and the Consenting Noteholders (as defined therein) (as amended, supplemented or otherwise modified in a manner reasonably satisfactory to the Required Lenders, the "RSA").

B. Pursuant to the RSA, (a) on July 12, 2020, the Credit Parties filed voluntary petitions to commence cases (the "Chapter 11 Cases") under title 11 of the United States Code (the "Bankruptcy Code") in the United States Bankruptcy Court for the Southern District of Texas (the "Bankruptcy Court") and continued in the possession of their assets and in the management of their businesses pursuant to Sections 1107 and 1108 of the Bankruptcy Code and (b) on July 14, 2020, the Borrower entered into (i) that certain Senior Secured Debtor-in-Possession Credit Agreement, among the Borrower, the lenders party thereto, JPMorgan Chase Bank, N.A., as administrative agent and an issuing lender, and each other issuing lender party thereto (as amended, amended and restated, supplemented, restated or otherwise modified prior to the date hereof, the "DIP ABL Credit Agreement") and (ii) that certain Senior Secured Debtor-in-Possession Term Loan Credit Agreement among the Borrower, the Cantor Fitzgerald Securities, as administrative agent, and the lenders party thereto (as amended, amended and restated, supplemented or otherwise modified prior to the date hereof, the "DIP Term Loan Credit Agreement").

C. In furtherance of the RSA, the Credit Parties filed the Joint Plan of Reorganization with the Bankruptcy Court on August 15, 2020 [Docket No. 0289] and the Disclosure Statement for the Joint Plan of Reorganization with the Bankruptcy Court on August 15, 2020 [Docket No. 0290].

D. On [___], 2020, the Bankruptcy Court entered the Confirmation Order confirming the Plan of Reorganization.

E. Pursuant to this Agreement, the DIP ABL Credit Agreement and all obligations and commitments outstanding thereunder shall be refinanced in full by a conversion of all such obligations and commitments (including, without limitation, the Existing Letters of Credit) into obligations and commitments outstanding under this Agreement and the Existing Letters of Credit shall be deemed issued hereunder, subject to satisfaction (or waiver in accordance with Section 9.3) of the conditions precedent set forth in Article III, including without limitation, the consummation of the Plan of Reorganization.

F. To provide guarantees for the punctual payment and performance when due, whether at stated maturity, by acceleration or otherwise of all Secured Obligations, whether absolute or contingent and whether for principal, interest (including, without limitation, interest that but for the existence of a bankruptcy, reorganization or similar proceeding would accrue), fees, amounts owing in respect of Letter of Credit Obligations, amounts required to be provided as collateral, indemnities, expenses or otherwise, the Credit Parties are providing to the Administrative Agent and the Lenders, pursuant to this Agreement and the other Credit Documents, a guarantee from each of the Guarantors.

G. To provide security for the prompt and indefeasible payment in full in cash and performance of all Secured Obligations, the Credit Parties are providing to the Administrative Agent and the Lenders, pursuant to this Agreement and the other Credit Documents, the Liens granted hereby and thereby, having the priorities set forth in the Intercreditor Agreement.

H. In consideration of the mutual covenants and agreements herein contained and of the loans, extensions of credit and commitments hereinafter referred to, the parties hereto agree as follows:

ARTICLE 1
DEFINITIONS AND ACCOUNTING TERMS

Section 1.1. Certain Defined Terms. The following terms shall have the following meanings (unless otherwise indicated, such meanings to be equally applicable to both the singular and plural forms of the terms defined):

"6-Month Financials Delivery Date" means the date on which the financial statements and the operational report required to be delivered to the Administrative Agent by the Borrower under Section 5.2(c) with respect to the sixth (6th) full calendar month ending after the Effective Date are actually delivered to the Administrative Agent.

"ABL Priority Collateral" means the "ABL Priority Collateral" (as defined in the Intercreditor Agreement).

"ABR", when used in reference to any Loan or Revolving Borrowing, refers to whether such Loan, or the Loans comprising such Revolving Borrowing, bear interest at a rate determined by reference to the Alternate Base Rate.

"ABR Loan" means a Loan which bears interest based upon the Alternate Base Rate.

"Acceptable Security Interest" means a security interest which (a) exists in favor of the Administrative Agent for its benefit and the ratable benefit of the Secured Parties, (b) is superior to all other security interests (other than the Permitted Liens to the extent such Permitted Liens are (i) permitted by this Agreement and the other Credit Document to be superior to the Liens securing the Secured Obligations and (ii) made superior to such security interest by (A) the Intercreditor Agreement or (B) automatically by operation of law and without the consent of the Administrative Agent or the Lenders), (c) secures the Secured Obligations, (d) is enforceable against the Credit Party which created such security interest and (e) is perfected except to the extent perfection is expressly not required by the terms of the Credit Documents.

"Account" has the meaning set forth in the Security Agreement.

"Account Control Agreement" means an account control agreement (or similar agreement), in form and substance reasonably acceptable to the Administrative Agent, executed by the applicable Credit Party, the Administrative Agent and the relevant depository institution, securities intermediary or as applicable, party thereto. Such agreement shall provide a first priority perfected Lien in favor of the Administrative Agent, for the benefit of the Secured Parties, in the applicable Credit Party's Deposit Account, Securities Account or Commodity Account, as applicable.

"Account Debtor" means an account debtor as defined in the UCC.

"Acquisition" means the purchase by any Credit Party of (a) any business, division or enterprise or all or substantially all of any Person through the purchase of assets (but, for the avoidance of doubt,

excluding (x) purchases of equipment only with no other tangible or intangible property associated with such equipment purchase, unless such purchase of equipment involves all or substantially all the assets of the seller or a business, division or enterprise of the seller and (y) repurchases of all or any portion of royalty interest evidenced by royalty agreements permitted by Section 6.1(p)) or (b) Equity Interests of any Person sufficient to cause such Person to become a Subsidiary of a Credit Party.

"Additional Lender" has the meaning set forth in Section 2.15(a).

"Adjusted LIBO Rate" means, with respect to any Revolving Borrowing of Eurodollar Loans for any Interest Period, an interest rate *per annum* (rounded upwards, if necessary, to the next 1/16 of 1%) equal to (a) the LIBO Rate for such Interest Period multiplied by (b) the Statutory Reserve Rate.

"Administrative Agent" means JPMCB in its capacity as administrative agent and collateral agent for the Lenders pursuant to Article 8 and any successor agent pursuant to Section 8.7.

"Administrative Questionnaire" means an Administrative Questionnaire in a form supplied by the Administrative Agent.

"Affected Financial Institution" means (a) any EEA Financial Institution or (b) any UK Financial Institution.

"Affiliate" means, as to any Person, any other Person that, directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with, such Person or any Subsidiary of such Person. The term "control" (including the terms "controlled by" or "under common control with") means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a Person, whether through ownership, by contract, or otherwise.

"Affiliated Lender" mean (a) any Person to the extent it owns or holds, directly or indirectly, or its Affiliate owns or holds, directly or indirectly, any Equity Interests of the Borrower or any of its Subsidiaries and (b) any Person that acquires rights and obligations under this Agreement from any of the Persons described in the foregoing clause (a), including any successor or assigns of any such Person; provided that the term "Affiliated Lender" shall not include any trust department or Affiliate of a commercial bank holding shares, in trust or otherwise, for clients of the institution.

"Aggregate Commitments" means, at any time, the aggregate of the Commitments of all the Lenders, as increased or reduced from time to time pursuant to the terms and conditions hereof. As of the Effective Date, the Aggregate Commitments are equal to $25,000,000.

"Aggregate Revolving Credit Exposure" means, at any time, the aggregate of the Revolving Credit Exposure of all the Lenders, as increased or reduced from time to time pursuant to the terms and conditions hereof.

"Agreement" has the meaning set forth in the preamble.

"Alternate Base Rate" means, for any day, a rate *per annum* equal to the greatest of (a) the Prime Rate in effect on such day, (b) the NYFRB Rate in effect on such day plus ½ of 1% and (c) the Adjusted LIBO Rate for a one month Interest Period on such day (or if such day is not a Business Day, the immediately preceding Business Day) plus 1%, provided that for the purpose of this definition, the Adjusted LIBO Rate for any day shall be based on the LIBO Screen Rate (or if the LIBO Screen Rate is not available for such one month Interest Period, the Interpolated Rate) at approximately 11:00 a.m. London time on such day. Any change in the Alternate Base Rate due to a change in the Prime Rate, the NYFRB Rate or

the Adjusted LIBO Rate shall be effective from and including the effective date of such change in the Prime Rate, the NYFRB Rate or the Adjusted LIBO Rate, respectively. If the Alternate Base Rate is being used as an alternate rate of interest pursuant to Section 2.16 hereof, then the Alternate Base Rate shall be the greater of clause (a) and (b) above and shall be determined without reference to clause (c) above. For the avoidance of doubt, if the Alternate Base Rate shall be less than 2.00%, such rate shall be deemed to be 2.00% for purposes of this Agreement.

"Amegy" means Zions Bancorporation, N.A. DBA Amegy Bank.

"Ancillary Document" has the meaning set forth in Section 9.14.

"Anti-Corruption Laws" means all laws, rules, and regulations of any jurisdiction applicable to the Borrower or its Subsidiaries from time to time concerning or relating to bribery or corruption, including, without limitation, the United States Foreign Corrupt Practices Act of 1977, as amended, and the rules and regulations thereunder.

"Anti-Money Laundering Laws" has the meaning set forth in Section 4.19(c).

"Applicable Margin" means, for any day, with respect to any Loan, or with respect to the commitment fees payable hereunder, as the case may be, the applicable rate per annum set forth below under the caption "ABR" or "Eurodollar Rate", as the case may be, based upon the Borrower's Fixed Charge Coverage Ratio as of the most recent determination date, provided until the first date on which quarterly consolidated financial statements are delivered pursuant to Section 5.2 for the first full fiscal quarter following the Effective Date, the "Applicable Margin" shall be the applicable rates per annum set forth below in Tier 1:

	Fixed Charge Coverage Ratio	ABR	Eurodollar Rate
Tier 1	< 1.5 to 1.0	2.50%	3.50%
Tier 2	< 2.0 to 1.0 and ≥ 1.5 to 1.0	2.25%	3.25%
Tier 3	≥ 2.00 to 1.0	2.00%	3.00%

For purposes of the foregoing, (a) the Applicable Margin shall be determined as of the end of each fiscal quarter of the Borrower based upon the Borrower's annual or quarterly consolidated financial statements delivered pursuant to Section 5.2 and (b) each change in the Applicable Margin resulting from a change in the Fixed Charge Coverage Ratio shall be effective during the period commencing on and including the date of delivery to the Administrative Agent of such consolidated financial statements indicating such change and ending on the date immediately preceding the effective date of the next such change, provided that the Fixed Charge Coverage Ratio shall be deemed to be in Tier 1 (i) at any time prior to the 6-Month Financials Delivery Date, (ii) at any time that an Event of Default has occurred and is continuing or (iii) if the Borrower fails to deliver the annual or quarterly consolidated financial statements required to be delivered by it pursuant to Section 5.2, during the period from the expiration of the time for delivery thereof until such consolidated financial statements are delivered.

"Applicable Period" has the meaning set forth in Section 2.7(c).

"Approved Electronic Platform" has the meaning set forth in Section 8.14.

"Approved Fund" means any Person (other than a natural Person) that is engaged in making, purchasing, holding or investing in bank loans and similar extensions of credit in the ordinary course and that is administered or managed by a Lender, an Affiliate of a Lender or an entity or an Affiliate of an entity that administers or manages a Lender.

"Approved Plan" means the Joint Plan of Reorganization for Hi-Crush Inc. and its Affiliate Debtors, as filed with the Bankruptcy Court on August 15, 2020, Docket No. 0289.

"Assignment and Acceptance" means an assignment and acceptance executed by a Lender and an Eligible Assignee and accepted by the Administrative Agent, in substantially the same form as Exhibit A.

"Auto-Extension Letter of Credit" has the meaning set forth in Section 2.2(b).

"Availability" means, at any time and without any duplication, an amount equal to (a) the Facility Limit, minus (b) the Aggregate Revolving Credit Exposure, minus (c) Reserves.

"Availability Trigger Period" shall occur at any time that Availability is less than the greater of (a) $7,500,000 and (b) 20% of the Facility Limit. Once commenced, an Availability Trigger Period shall be deemed to be continuing until such time as (i) Availability equals or exceeds for thirty (30) consecutive days the greater of (A) $7,500,000 and (B) 20% of the Facility Limit and (ii) no Event of Default has occurred and is continuing during such thirty (30) consecutive day period.

"Available Tenor" means, as of any date of determination and with respect to the then-current Benchmark, as applicable, any tenor for such Benchmark or payment period for interest calculated with reference to such Benchmark, as applicable, that is or may be used for determining the length of an Interest Period pursuant to this Agreement as of such date and not including, for the avoidance of doubt, any tenor for such Benchmark that is then-removed from the definition of "Interest Period" pursuant to Section 2.16(f).

"Bail-In Action" means the exercise of any Write-Down and Conversion Powers by the applicable EEA Resolution Authority in respect of any liability of an EEA Financial Institution.

"Bail-In Legislation" means, with respect to any EEA Member Country implementing Article 55 of Directive 2014/59/EU of the European Parliament and of the Council of the European Union, the implementing law for such EEA Member Country from time to time which is described in the EU Bail-In Legislation Schedule.

"Banking Services" means each and any of the following bank services provided to any Credit Party by any Lender (other than a Defaulting Lender) or any Affiliate of a Lender (other than a Defaulting Lender): (a) commercial credit cards, (b) stored value cards and (c) treasury management services (including, without limitation, controlled disbursement, automated clearinghouse transactions, return items, overdrafts and interstate depository network services).

"Banking Services Obligations" means any and all obligations of any Credit Party, whether absolute or contingent and howsoever and whensoever created, arising, evidenced or acquired (including all renewals, extensions and modifications thereof and substitutions therefor) in connection with Banking Services.

"Banking Services Provider" means any Lender (other than a Defaulting Lender) or Affiliate of a Lender (other than a Defaulting Lender) that provides Banking Services to the Borrower or any Subsidiary.

"Bankruptcy Code" has the meaning set forth in the recitals hereto.

"Bankruptcy Court" has the meaning set forth in the recitals hereto.

"Bankruptcy Event" means, with respect to any Person, such Person becomes the subject of a voluntary or involuntary bankruptcy or insolvency proceeding, or has had a receiver, conservator, trustee, administrator, custodian, assignee for the benefit of creditors or similar Person charged with the reorganization or liquidation of its business appointed for it, or, in the good faith determination of the Administrative Agent, has taken any action in furtherance of, or indicating its consent to, approval of, or acquiescence in, any such proceeding or appointment or has had any order for relief in such proceeding entered in respect thereof, provided that a Bankruptcy Event shall not result solely by virtue of any ownership interest, or the acquisition of any ownership interest, in such Person by a Governmental Authority or instrumentality thereof, unless such ownership interest results in or provides such Person with immunity from the jurisdiction of courts within the United States or from the enforcement of judgments or writs of attachment on its assets or permits such Person (or such Governmental Authority or instrumentality) to reject, repudiate, disavow or disaffirm any contracts or agreements made by such Person.

"Benchmark" means, initially, LIBO Rate; provided that if a Benchmark Transition Event, a Term SOFR Transition Event or an Early Opt-in Election, as applicable, and its related Benchmark Replacement Date have occurred with respect to LIBO Rate or the then-current Benchmark, then "Benchmark" means the applicable Benchmark Replacement to the extent that such Benchmark Replacement has replaced such prior benchmark rate pursuant to clause (b) or clause (c) of Section 2.16.

"Benchmark Replacement" means, for any Available Tenor, the first alternative set forth in the order below that can be determined by the Administrative Agent for the applicable Benchmark Replacement Date:

(a) the sum of: (i) Term SOFR and (ii) the related Benchmark Replacement Adjustment;

(b) the sum of: (i) Daily Simple SOFR and (ii) the related Benchmark Replacement Adjustment;

(c) the sum of: (i) the alternate benchmark rate that has been selected by the Administrative Agent and the Borrower as the replacement for the then-current Benchmark for the applicable Corresponding Tenor giving due consideration to (A) any selection or recommendation of a replacement benchmark rate or the mechanism for determining such a rate by the Relevant Governmental Body or (B) any evolving or then-prevailing market convention for determining a benchmark rate as a replacement for the then-current Benchmark for dollar-denominated syndicated credit facilities at such time and (ii) the related Benchmark Replacement Adjustment;

provided that, in the case of clause (c), such Unadjusted Benchmark Replacement is displayed on a screen or other information service that publishes such rate from time to time as selected by the Administrative Agent in its reasonable discretion; provided further that, notwithstanding anything to the contrary in this Agreement or in any other Credit Document, upon the occurrence of a Term SOFR Transition Event, and the delivery of a Term SOFR Notice, on the applicable Benchmark Replacement Date the "Benchmark Replacement" shall revert to and shall be deemed to be the sum of (a) Term SOFR and (b) the related Benchmark Replacement Adjustment, as set forth in clause (a) of this definition (subject to the first proviso above).

If the Benchmark Replacement as determined pursuant to clause (a), (b) or (c) above would be less than the Floor, the Benchmark Replacement will be deemed to be the Floor for the purposes of this Agreement and the other Credit Documents.

"Benchmark Replacement Adjustment" means, with respect to any replacement of the then-current Benchmark with an Unadjusted Benchmark Replacement for any applicable Interest Period and Available Tenor for any setting of such Unadjusted Benchmark Replacement:

(a) for purposes of clauses (a) and (b) of the definition of "Benchmark Replacement," the first alternative set forth in the order below that can be determined by the Administrative Agent:

(i) the spread adjustment, or method for calculating or determining such spread adjustment, (which may be a positive or negative value or zero) as of the Reference Time such Benchmark Replacement is first set for such Interest Period that has been selected or recommended by the Relevant Governmental Body for the replacement of such Benchmark with the applicable Unadjusted Benchmark Replacement for the applicable Corresponding Tenor;

(ii) the spread adjustment (which may be a positive or negative value or zero) as of the Reference Time such Benchmark Replacement is first set for such Interest Period that would apply to the fallback rate for a derivative transaction referencing the ISDA Definitions to be effective upon an index cessation event with respect to such Benchmark for the applicable Corresponding Tenor; and

(b) for purposes of clause (c) of the definition of "Benchmark Replacement," the spread adjustment, or method for calculating or determining such spread adjustment, (which may be a positive or negative value or zero) that has been selected by the Administrative Agent and the Borrower for the applicable Corresponding Tenor giving due consideration to (i) any selection or recommendation of a spread adjustment, or method for calculating or determining such spread adjustment, for the replacement of such Benchmark with the applicable Unadjusted Benchmark Replacement by the Relevant Governmental Body on the applicable Benchmark Replacement Date or (ii) any evolving or then-prevailing market convention for determining a spread adjustment, or method for calculating or determining such spread adjustment, for the replacement of such Benchmark with the applicable Unadjusted Benchmark Replacement for dollar-denominated syndicated credit facilities;

provided that, in the case of clause (a) above, such adjustment is displayed on a screen or other information service that publishes such Benchmark Replacement Adjustment from time to time as selected by the Administrative Agent in its reasonable discretion.

"Benchmark Replacement Conforming Changes" means, with respect to any Benchmark Replacement, any technical, administrative or operational changes (including changes to the definition of "Alternate Base Rate," the definition of "Business Day," the definition of "Interest Period," timing and frequency of determining rates and making payments of interest, timing of borrowing requests or prepayment, conversion or continuation notices, length of lookback periods, the applicability of breakage provisions, and other technical, administrative or operational matters) that the Administrative Agent decides in its reasonable discretion may be appropriate to reflect the adoption and implementation of such Benchmark Replacement and to permit the administration thereof by the Administrative Agent in a manner substantially consistent with market practice (or, if the Administrative Agent decides that adoption of any portion of such market practice is not administratively feasible or if the Administrative Agent determines that no market practice for the administration of such Benchmark Replacement exists, in such other manner of administration as the Administrative Agent decides is reasonably necessary in connection with the administration of this Agreement and the other Credit Documents).

"Benchmark Replacement Date" means the earliest to occur of the following events with respect to the then-current Benchmark:

(a) in the case of clause (a) or (b) of the definition of "Benchmark Transition Event," the later of (i) the date of the public statement or publication of information referenced therein and (ii) the date on which the administrator of such Benchmark (or the published component used in the calculation thereof) permanently or indefinitely ceases to provide all Available Tenors of such Benchmark (or such component thereof);

(b) in the case of clause (c) of the definition of "Benchmark Transition Event," the date of the public statement or publication of information referenced therein;

(c) in the case of a Term SOFR Transition Event, the date that is thirty (30) days after the date a Term SOFR Notice is provided to the Lenders and the Borrower pursuant to Section 2.16(c); or

(d) in the case of an Early Opt-in Election, the sixth (6th) Business Day after the date notice of such Early Opt-in Election is provided to the Lenders, so long as the Administrative Agent has not received, by 5:00 p.m. (New York City time) on the fifth (5th) Business Day after the date notice of such Early Opt-in Election is provided to the Lenders, written notice of objection to such Early Opt-in Election from Lenders comprising the Required Lenders.

For the avoidance of doubt, (i) if the event giving rise to the Benchmark Replacement Date occurs on the same day as, but earlier than, the Reference Time in respect of any determination, the Benchmark Replacement Date will be deemed to have occurred prior to the Reference Time for such determination and (ii) the "Benchmark Replacement Date" will be deemed to have occurred in the case of clause (a) or (b) with respect to any Benchmark upon the occurrence of the applicable event or events set forth therein with respect to all then-current Available Tenors of such Benchmark (or the published component used in the calculation thereof).

"Benchmark Transition Event" means the occurrence of one or more of the following events with respect to the then-current Benchmark:

(a) a public statement or publication of information by or on behalf of the administrator of such Benchmark (or the published component used in the calculation thereof) announcing that such administrator has ceased or will cease to provide all Available Tenors of such Benchmark (or such component thereof), permanently or indefinitely, provided that, at the time of such statement or publication, there is no successor administrator that will continue to provide any Available Tenor of such Benchmark (or such component thereof);

(b) a public statement or publication of information by the regulatory supervisor for the administrator of such Benchmark (or the published component used in the calculation thereof), the Federal Reserve Board, the NYFRB, an insolvency official with jurisdiction over the administrator for such Benchmark (or such component), a resolution authority with jurisdiction over the administrator for such Benchmark (or such component) or a court or an entity with similar insolvency or resolution authority over the administrator for such Benchmark (or such component), which states that the administrator of such Benchmark (or such component) has ceased or will cease to provide all Available Tenors of such Benchmark (or such component thereof) permanently or indefinitely, provided that, at the time of such statement or publication, there is no successor administrator that will continue to provide any Available Tenor of such Benchmark (or such component thereof); or

(c) a public statement or publication of information by the regulatory supervisor for the administrator of such Benchmark (or the published component used in the calculation thereof) announcing that all Available Tenors of such Benchmark (or such component thereof) are no longer representative.

For the avoidance of doubt, a "Benchmark Transition Event" will be deemed to have occurred with respect to any Benchmark if a public statement or publication of information set forth above has occurred with respect to each then-current Available Tenor of such Benchmark (or the published component used in the calculation thereof).

"Benchmark Unavailability Period" means the period (if any) (a) beginning at the time that a Benchmark Replacement Date pursuant to clauses (a) or (b) of that definition has occurred if, at such time, no Benchmark Replacement has replaced the then-current Benchmark for all purposes hereunder and under any Credit Document in accordance with Section 2.16 and (b) ending at the time that a Benchmark Replacement has replaced the then-current Benchmark for all purposes hereunder and under any Credit Document in accordance with Section 2.16.

"Beneficial Ownership Certification" means a certificate regarding beneficial ownership as required by the Beneficial Ownership Regulation.

"Beneficial Ownership Regulation" means 31 C.F.R. § 1010.230.

"Benefit Plan" means any of (a) an "employee benefit plan" (as defined in Section 3(3) of ERISA) that is subject to Title I of ERISA, (b) a "plan" as defined in Section 4975 of the Code to which Section 4975 of the Code applies, and (c) any Person whose assets include (for purposes of the Plan Asset Regulations or otherwise for purposes of Title I of ERISA or Section 4975 of the Code) the assets of any such "employee benefit plan" or "plan".

"BHC Act Affiliate" of a party means an "affiliate' (as such term is defined under, and interpreted in accordance with, 12 U.S.C. 1841(k)) of such party.

"Board" means the Board of Governors of the Federal Reserve System of the United States of America.

"Borrowed Money" means, with respect to any Person, without duplication, (a) Debt arising from the lending of money by another Person to such Person (b) Debt evidenced by notes, drafts, bonds, debentures, credit documents or similar instruments, (c) Debt which accrues interest or is a type upon which interest charges are customarily paid (other than trade payables incurred and paid in the ordinary course of business), (d) Debt issued or assumed as full or partial payment for Property, (e) obligations of such Person as a lessee under Capital Leases and obligations of such Person under synthetic leases, (f) all obligations of such Person as an account party in respect of unreimbursed amounts drawn on under letters of credit, surety bonds or similar instruments, (g) all obligations, contingent or otherwise, of such Person with respect to bankers' acceptances and (h) guaranties by such Person of any Debt of the foregoing types owing by another Person.

"Borrower" has the meaning set forth in the preamble.

"Borrower Materials" has the meaning set forth in Section 5.2.

"Borrowing Base" means, at any time, an amount equal to the sum of the following: (a) 90% of each Credit Party's Investment Grade Eligible Accounts, plus (b) 85% of each Credit Party's Non-Investment Grade Eligible Accounts, plus (c) 100% of each Credit Party's Eligible Cash; provided that

Eligible Cash will not account for more than 50% of the Borrowing Base at any time following the twelve (12) month anniversary of the Effective Date, minus (d) Reserves. The Administrative Agent may, in its Permitted Discretion, (i) impose Reserves in accordance with the definition thereof (provided that any Reserves with respect to the Borrowing Base shall not be duplicative of any Reserves with respect to Availability) and/or (ii) modify one or more of the other elements used in computing the Borrowing Base with any such modifications to be effective three (3) Business Days after delivery of notice thereof to the Borrower and the Lenders. The Borrowing Base at any time shall be determined by reference to the most recent Borrowing Base Certificate delivered to the Administrative Agent pursuant to and in accordance with Section 5.2(s), giving effect, for the avoidance of doubt, to Reserves imposed subsequent to such delivery.

"Borrowing Base Certificate" means a certificate, signed and certified as accurate by a Responsible Officer of the Borrower, substantially in the form of Exhibit B or another form which is acceptable to the Administrative Agent in its sole discretion.

"Business Day" means a day (a) other than a Saturday, Sunday, or other day on which banks are required or permitted to be closed under the laws of, or are in fact closed in, Texas or New York, and (b) if the applicable Business Day relates to any Eurodollar Loans, on which dealings are carried on by commercial banks in the London interbank market.

"Canadian Subs" means, collectively, (a) Hi-Crush Canada Distribution Corp., a company incorporated under the Business Corporations Act of the Province of British Columbia and (b) FB Industries Inc., a Manitoba corporation.

"Capital Expenditures" for any Person and period of its determination means, without duplication, the aggregate of all expenditures and costs (whether paid in cash or accrued as liabilities during that period and including that portion of payments under Capital Leases that are capitalized on the balance sheet of such Person) of such Person during such period that, in conformity with GAAP, are required to be included in or reflected by the property, plant, or equipment or similar fixed asset accounts reflected in the balance sheet of such Person.

"Capital Leases" means, subject to Section 1.3(d)(iii), for any Person, any lease of any Property by such Person as lessee which would, in accordance with GAAP, be required to be classified and accounted for as a capital lease on the balance sheet of such Person.

"Cash Collateral Account" means a cash collateral account pledged to the Administrative Agent containing cash deposited pursuant to the terms hereof to be maintained with the Administrative Agent in accordance with Section 2.2(h)(i)-(iv).

"Cash Dominion Period" has the meaning set forth in Section 2.17.

"Casualty Event" means the damage, destruction or condemnation, including by process of eminent domain or any transfer or disposition of property in lieu of condemnation, as the case may be, of property of any Person or any of its Subsidiaries.

"CERCLA" means the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, state and local analogs, and all rules and regulations and requirements thereunder in each case as now or hereafter in effect.

"Certificated Equipment" means any equipment the ownership of which is evidenced by, or under applicable Legal Requirement, is required to be evidenced by, a certificate of title.

"Change in Control" means the occurrence of any of the following events:

(i) the Permitted Holders collectively shall cease to own and control, directly or indirectly, greater than 50% of the issued and outstanding Equity Interests of the Borrower;

(ii) the acquisition of direct or indirect Control of the Borrower by any Person or group other than the Permitted Holders;

(iii) occupation at any time of a majority of the seats (other than vacant seats) on the board of directors of the Borrower by Persons who were not (A) directors of the Borrower on the date of this Agreement, nominated or appointed by the board of directors of the Borrower or (B) appointed by directors so nominated or appointed; or

(iv) a "change of control" (or similar term or concept) occurs under the documentation related to the Exit Convertible Notes.

"Change in Law" means the occurrence after the date of this Agreement or, with respect to any Lender, such later date on which such Lender becomes a party to this Agreement, of (a) the adoption of or taking effect of any law, rule, regulation or treaty, (b) any change in any law, rule, regulation or treaty or in the administration, interpretation, implementation or application thereof by any Governmental Authority or (c) compliance by any Lender or Issuing Lender (or, for purposes of Section 2.10(b), by any Lending Office of such Lender or by such Lender's or Issuing Lender's holding company, if any) with any request, guideline or directive (whether or not having the force of law) of any Governmental Authority made or issued after the date of this Agreement; provided that, notwithstanding anything herein to the contrary, (x) the Dodd-Frank Wall Street Reform and Consumer Protection Act and all requests, rules, guidelines or directives thereunder or issued in connection therewith or in the implementation thereof and (y) all requests, rules, guidelines or directives promulgated by the Bank for International Settlements, the Basel Committee on Banking Supervision (or any successor or similar authority) or the United States or foreign regulatory authorities, in each case pursuant to Basel III, shall, in each case, be deemed to be a "Change in Law," regardless of the date enacted, adopted, issued or implemented.

"Chapter 11 Cases" has the meaning set forth in the recitals hereto.

"Chevron" means Chevron U.S.A. Inc. and its Affiliates.

"Code" means the Internal Revenue Code of 1986, as amended, and the regulations and published interpretations thereof.

"Collateral" means all property of the Credit Parties which is "Collateral" (as defined in the Security Agreement) and any and all other property of any Credit Party, now existing or hereafter acquired, that may at any time be, become or be intended to be, subject to a security interest or Lien in favor of the Administrative Agent, on behalf of itself and the Secured Parties, to secure the Obligations.

"Commercial Letter of Credit Exposure" means, at any time, the sum of (a) the aggregate undrawn amount of all outstanding commercial Letters of Credit plus (b) the aggregate amount of all Letter of Credit Disbursements relating to commercial Letters of Credit that have not yet been reimbursed by or on behalf of the Borrower. The Commercial Letter of Credit Exposure of any Lender at any time shall be such Lender's Pro Rata Share of the aggregate Commercial Letter of Credit Exposure at such time.

"Commitment" means, for each Lender, the obligation of each Lender to advance to Borrower the amount set opposite such Lender's name on Schedule 1.1 as its Commitment, or if such Lender has entered

into any Assignment and Acceptance, set forth for such Lender as its Commitment in the Register, as such amount may be reduced pursuant to Section 2.1(b) or increased pursuant to Section 2.15; provided that, after the Maturity Date, the Commitment for each Lender shall be zero.

"Commitment Fees" means the fees required under Section 2.6(a).

"Commitment Increase" has the meaning set forth in Section 2.15(a).

"Commodities Account" has the meaning set forth in the UCC.

"Commodity Exchange Act" means the Commodity Exchange Act (7 U.S.C. § 1 et seq.), as amended from time to time, and any successor statute.

"Communications" means, collectively, any notice, demand, communication, information, document or other material provided by or on behalf of any Credit Party pursuant to any Credit Document or the transactions contemplated therein which is distributed by the Administrative Agent, any Lender or any Issuing Lender by means of electronic communications pursuant to Section 8.14, including through an Approved Electronic Platform.

"Compliance Certificate" means a compliance certificate executed by a Responsible Officer of the Borrower or such other Person as required by this Agreement in substantially the same form as Exhibit C.

"Concentration Account" means a Controlled Account maintained by the Borrower with the Administrative Agent; provided that any cash in the Concentration Account shall be subject to Section 2.4 and Section 2.17, as applicable.

"Confirmation Order" means the order of the Bankruptcy Court, dated [ ], Docket No. [ ], which order *inter alia* authorized and approved the Approved Plan and the Credit Parties' entry into and performance under this Agreement and the Credit Documents.

"Connection Income Taxes" means Other Connection Taxes that are imposed on or measured by net income (however denominated) or that are franchise Taxes or branch profits Taxes.

"Consolidated Cash Balance" means, at any time, (a) the aggregate amount of cash and cash equivalents, marketable securities, treasury bonds and bills, certificates of deposit, investments in money market funds, and commercial paper, in each case, held or owned by (either directly or indirectly), credited to the account of or would otherwise be required to be reflected as an asset on the balance sheet of the Borrower and its Subsidiaries less (b) Excluded Cash.

"Consolidated Cash Threshold" means, (a) at any time prior to the 6-Month Financials Delivery Date, $10,000,000 and (b) at any time on or after the 6-Month Financials Delivery Date, $7,500,000.

"Control" means the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of a Person, whether through the ability to exercise voting power, by contract or otherwise. "Controlling" and "Controlled" have meanings correlative thereto.

"Controlled Account" means a Deposit Account, Securities Account or Commodity Account that is subject to an Account Control Agreement.

"Controlled Group" means all members of a controlled group of corporations and all businesses (whether or not incorporated) under common control which, together with the Borrower or any Subsidiary, are treated as a single employer under Section 414 of the Code.

"Convert", "Conversion" and "Converted" each refers to a conversion of Loans of one Type into Loans of another Type pursuant to Section 2.3(c).

"Corresponding Tenor" with respect to any Available Tenor means, as applicable, either a tenor (including overnight) or an interest payment period having approximately the same length (disregarding business day adjustment) as such Available Tenor.

"Covenant/Dominion Trigger Period" shall occur at any time that (a) Availability is less than the greater of (i) $7,500,000 and (ii) 15% of the Facility Limit or (b) an Event of Default has occurred and is continuing. Once commenced, a Covenant/Dominion Trigger Period shall be deemed to be continuing until such time as (x) no Event of Default is continuing and (y) if such Covenant/Dominion Trigger Period resulted from an event specified in the preceding clause (a), Availability equals or exceeds for thirty (30) consecutive days the greater of (1) $7,500,000 and (2) 15% of the Facility Limit.

"Covered Entity" means any of the following: (a) a "covered entity" as that term is defined in, and interpreted in accordance with, 12 C.F.R. § 252.82(b); (b) a "covered bank" as that term is defined in, and interpreted in accordance with, 12 C.F.R. § 47.3(b); or (c) a "covered FSI" as that term is defined in, and interpreted in accordance with, 12 C.F.R. § 382.2(b).

"Covered Party" has the meaning set forth in Section 9.25(b).

"Credit Documents" means this Agreement, the Revolving Notes, the Letters of Credit, the Letter of Credit Applications, the Guaranty, the Notices of Borrowing, the Notices of Continuation or Conversion, the Security Documents, the Fee Letter, and each other agreement, instrument, or document executed at any time in connection with this Agreement.

"Credit Parties" means the Borrower and the Guarantors.

"Daily Simple SOFR" means, for any day, SOFR, with the conventions for this rate (which will include a lookback) being established by the Administrative Agent in accordance with the conventions for this rate selected or recommended by the Relevant Governmental Body for determining "Daily Simple SOFR" for business loans; provided, that if the Administrative Agent decides that any such convention is not administratively feasible for the Administrative Agent, then the Administrative Agent may establish another convention in its reasonable discretion.

"Debt" means, for any Person, without duplication: (a) indebtedness of such Person for Borrowed Money, including the face amount of any letters of credit supporting the repayment of indebtedness for Borrowed Money issued for the account of such Person; (b) to the extent not covered under clause (a) above, obligations under letters of credit and agreements relating to the issuance of letters of credit or acceptance financing, including Letters of Credit; (c) obligations of such Person evidenced by bonds, debentures, notes or other similar instruments, or upon which interest payments are customarily made; (d) obligations of such Person under conditional sale or other title retention agreements relating to any Properties purchased by such Person (other than customary reservations or retentions of title under agreements with suppliers entered into in the ordinary course of business); (e) obligations of such Person to pay the deferred purchase price of property or services (including, without limitation, any contingent obligations or other similar obligations associated with such purchase, and including obligations that are non-recourse to the credit of such Person but are secured by the assets of such Person); (f) obligations of

such Person as lessee under Capital Leases and obligations of such Person in respect of synthetic leases; (g) obligations of such Person under any Hedging Arrangement; (h) all obligations of such Person to mandatorily purchase, redeem, retire, defease or otherwise make any payment in respect of any Equity Interest in such Person or any other Person on a date certain or upon the occurrence of certain events or conditions; (i) the Debt of any partnership or unincorporated joint venture in which such Person is a general partner or a joint venturer, but only to the extent to which there is recourse to such Person for the payment of such Debt; (j) obligations of such Person under direct or indirect guaranties in respect of, and obligations (contingent or otherwise) of such Person to purchase or otherwise acquire, or otherwise to assure a creditor against loss in respect of, indebtedness or obligations of others of the kinds referred to in clauses (a) through (i) above; (k) indebtedness or obligations of others of the kinds referred to in clauses (a) through (j) secured by any Lien on or in respect of any Property of such Person; and (l) all liabilities of such Person in respect of unfunded vested benefits under any Plan.

"Default" means (a) an Event of Default or (b) any event or condition which with notice or lapse of time or both would, unless cured or waived, become an Event of Default.

"Default Rate" means a per annum rate equal to (a) in the case of principal of any Loan, 2.00% plus the rate otherwise applicable to such Loan as provided in Sections 2.7(a), (b) or (c), and (b) in the case of any other Obligation, 2.00% plus the non-default rate applicable to ABR Loans as provided hereunder.

"Default Right" has the meaning set forth in, and shall be interpreted in accordance with, 12 C.F.R. §§ 252.81, 47.2 or 382.1, as applicable.

"Defaulting Lender" means any Lender that (a) has failed, within two Business Days of the date required to be funded or paid, to (i) fund any portion of its Loans, (ii) fund any portion of its participations in Letters of Credit or (iii) pay over to the Administrative Agent or any Lender any other amount required to be paid by it hereunder, unless, in the case of clause (i) above, such Lender notifies the Administrative Agent in writing that such failure is the result of such Lender's good faith determination that a condition precedent to funding (specifically identified and including the particular default, if any) has not been satisfied, (b) has notified the Borrower, the Administrative Agent or any Lender in writing, or has made a public statement to the effect, that it does not intend or expect to comply with any of its funding obligations under this Agreement (unless such writing or public statement indicates that such position is based on such Lender's good faith determination that a condition precedent (specifically identified and including the particular default, if any) to funding a loan under this Agreement cannot be satisfied) or generally under other agreements in which it commits to extend credit, (c) has failed, within three Business Days after request by a Lender, acting in good faith, to provide a certification in writing from an authorized officer of such Lender that it will comply with its obligations (and is financially able to meet such obligations as of the date of certification) to fund prospective Loans and participations in then outstanding Letters of Credit under this Agreement, provided that such Lender shall cease to be a Defaulting Lender pursuant to this clause (c) upon such Lender's receipt of such certification in form and substance satisfactory to it and the Administrative Agent, or (d) has become the subject of (A) a Bankruptcy Event or (B) a Bail-In Action.

"Deposit Account" has the meaning set forth in the UCC.

"DIP ABL Credit Agreement" has the meaning set forth in the recitals.

"DIP Term Loan Credit Agreement" has the meaning set forth in the recitals.

"Disqualified Stock" means any Equity Interest that, by its terms (or by the terms of any security into which it is convertible or for which it is exchangeable), or upon the happening of any event, (a) matures (excluding any maturity as the result of an optional redemption by the issuer thereof) or is mandatorily

redeemable, pursuant to a sinking fund obligation or otherwise, or is redeemable at the option of the holder thereof, in whole or in part, or requires the payment of any cash dividend or any other scheduled payment constituting a return of capital, in each case at any time on or prior to the first anniversary of the Maturity Date, or (b) is convertible into or exchangeable (unless at the sole option of the issuer thereof) for (i) debt securities or (ii) any Equity Interest referred to in clause (a) above, in each case at any time prior to the first anniversary of the Maturity Date.

"Dollars" and "$" means lawful money of the United States of America.

"Domestic Subsidiary" means, with respect to any Person, any of its Subsidiaries that (a) is incorporated or organized under the laws of the United States, any State thereof or the District of Columbia or (b) could provide a guarantee of the Obligations without any material adverse federal income tax consequences to the Borrower (including by constituting an investment of earnings in United States property under Section 956 (or any successor provision) of the Code and, therefore, triggering an increase in the gross income of the Borrower pursuant to Section 951 (or a successor provision) of the Code). The Subsidiaries of the Borrower existing on the Effective Date that are organized under the laws of Canada or any province thereof shall not be Domestic Subsidiaries, shall not be required to become Guarantors and shall not be required to grant security in their assets under this Agreement and the other Credit Documents.

"Early Opt-in Election" means, if the current Benchmark is LIBO Rate, the occurrence of:

(a) a notification by the Administrative Agent to (or the request by the Borrower to the Administrative Agent to notify) each of the other parties hereto that at least five currently outstanding dollar-denominated syndicated credit facilities at such time contain (as a result of amendment or as originally executed) a SOFR-based rate (including SOFR, a term SOFR or any other rate based upon SOFR) as a benchmark rate (and such syndicated credit facilities are identified in such notice and are publicly available for review), and

(b) the joint election by the Administrative Agent and the Borrower to trigger a fallback from LIBO Rate and the provision by the Administrative Agent of written notice of such election to the Lenders.

"EBITDA" means for the Borrower, on a consolidated basis for any period (it being understood that no amounts of any Net Income of any entity constituting an Investment pursuant to Section 6.3(l) shall be taken into account in calculating EBITDA other than to the extent provided in clause (c) below), the sum of (a) Net Income for such period, plus (b) without duplication and to the extent deducted in determining such Net Income (i) depletion, depreciation and amortization for such period, plus (ii) Interest Expense for such period, plus (iii) Income Tax Expense for such period, plus (iv) letter of credit fees, plus (v) non-cash expenses resulting from any employee benefit or management compensation plan or the grant of Equity Interests to employees of the Borrower or any of its Subsidiaries pursuant to a written plan or agreement, plus (vi) expenses incurred in connection with the Chapter 11 Cases in an aggregate amount not to exceed $[20,000,000], plus (vii) customary non-capitalized expenses incurred in connection with any Investment permitted under Section 6.3(j), any Acquisition permitted by Section 6.4, any incurrence of Debt permitted by Section 6.1 or any Equity Issuance (in each case, whether or not consummated) in an aggregate amount not to exceed $500,000 in any fiscal year, plus (viii) any losses (or minus any gains) realized upon any disposition of property permitted under Section 6.8 outside of the ordinary course of business, plus (ix) non-recurring charges with respect to relocation or severance arrangements between the Borrower or its Subsidiaries and their respective officers and employees in an aggregate amount not to exceed $1,000,000 in any fiscal year, plus (x) exploration expenses in an aggregate amount not to exceed $1,000,000 in any fiscal year, plus (xi) non-cash charges resulting from extraordinary, non-recurring events or circumstances for such period, plus (xii) cash dividends or distributions received by the Credit Parties from the net income of any Permitted Investments pursuant to Section 6.3(l), minus (c) to the extent included in determining

Net Income, non-cash income resulting from extraordinary, non-recurring events or circumstances for such period and all other non-cash items of income which were included in determining such Net Income; provided that such EBITDA shall be subject to pro forma adjustments for acquisitions permitted by Section 6.4 and asset sales permitted by Section 6.8 assuming that such transactions had occurred on the first day of the determination period, which adjustments shall be made in a manner, and subject to supporting documentation, acceptable to the Administrative Agent.

"EEA Financial Institution" means (a) any institution established in any EEA Member Country which is subject to the supervision of an EEA Resolution Authority, (b) any entity established in an EEA Member Country which is a parent of an institution described in clause (a) of this definition, or (c) any financial institution established in an EEA Member Country which is a subsidiary of an institution described in clauses (a) or (b) of this definition and is subject to consolidated supervision with its parent;

"EEA Member Country" means any of the member states of the European Union, Iceland, Liechtenstein, and Norway.

"EEA Resolution Authority" means any public administrative authority or any Person entrusted with public administrative authority of any EEA Member Country (including any delegee) having responsibility for the resolution of any EEA Financial Institution.

"Effective Date" has the meaning set forth in Section 3.1.

"Electronic Signature" means an electronic sound, symbol, or process attached to, or associated with, a contract or other record and adopted by a Person with the intent to sign, authenticate or accept such contract or record.

"Eligible Accounts" means, at any time, the Accounts of any Credit Party which the Administrative Agent determines in its Permitted Discretion are eligible as the basis for the extension of Loans and the issuance of Letters of Credit. Without limiting the Administrative Agent's discretion provided herein, Eligible Accounts shall not include any Account:

(a) which is not subject to a first priority perfected security interest in favor of the Administrative Agent;

(b) which is subject to any Lien other than (i) a Lien in favor of the Administrative Agent and (ii) a Permitted Lien which does not have priority over the Lien in favor of the Administrative Agent;

(c) (i) which is unpaid more than 105 days after the date of the original invoice therefor or more than 60 days after the original due date therefor or (ii) which has been written off the books of the Borrower or otherwise designated as uncollectible;

(d) which is owing by an Account Debtor for which more than 50% of the Accounts owing from such Account Debtor and its Affiliates are ineligible pursuant to clause (c) above;

(e) with respect to which any covenant, representation or warranty contained in this Agreement or in the Security Agreement has been breached or is not true;

(f) which (i) does not arise from the sale of goods or performance of services in the ordinary course of business, (ii) is not evidenced by an invoice or other documentation satisfactory to the Administrative Agent which has been sent to the Account Debtor, (iii) represents a progress

billing, (iv) is contingent upon the Borrower's completion of any further performance, (v) represents a sale on a bill-and-hold, guaranteed sale, sale-and-return, sale on approval, consignment, cash-on-delivery or any other repurchase or return basis or (vi) relates to payments of interest;

(g) for which the goods giving rise to such Account have not been shipped to the Account Debtor or for which the services giving rise to such Account have not been performed by the Borrower or if such Account was invoiced more than once;

(h) with respect to which any check or other instrument of payment has been returned uncollected for any reason;

(i) which is owed by an Account Debtor which has (i) applied for, suffered, or consented to the appointment of any receiver, custodian, trustee, or liquidator of its assets, (ii) had possession of all or a material part of its property taken by any receiver, custodian, trustee or liquidator, (iii) filed, or had filed against it, any request or petition for liquidation, reorganization, arrangement, adjustment of debts, adjudication as bankrupt, winding-up, or voluntary or involuntary case under any state or federal bankruptcy laws, (iv) admitted in writing its inability, or is generally unable to, pay its debts as they become due, (v) become insolvent, or (vi) ceased operation of its business;

(j) which is owed by any Account Debtor which has sold all or substantially all of its assets;

(k) which is owed by an Account Debtor which (i) does not maintain its chief executive office in the U.S. or Canada or (ii) is not organized under applicable law of the U.S., any state of the U.S., or the District of Columbia, Canada, or any province of Canada unless, in any such case, such Account is backed by a Letter of Credit acceptable to the Administrative Agent which is in the possession of, and is directly drawable by, the Administrative Agent;

(l) which is owed in any currency other than U.S. dollars;

(m) which is owed by (i) any government (or any department, agency, public corporation, or instrumentality thereof) of any country other than the U.S. unless such Account is backed by a Letter of Credit acceptable to the Administrative Agent which is in the possession of, and is directly drawable by, the Administrative Agent, or (ii) any government of the U.S., or any department, agency, public corporation, or instrumentality thereof, unless the Federal Assignment of Claims Act of 1940, as amended (31 U.S.C. § 3727 et seq. and 41 U.S.C. § 15 et seq.), and any other steps necessary to perfect the Lien of the Administrative Agent in such Account have been complied with to the Administrative Agent's satisfaction;

(n) which is owed by any Affiliate of any Credit Party or any employee, officer, director, agent or stockholder of any Credit Party or any of its Affiliates;

(o) which is owed by an Account Debtor or any Affiliate of such Account Debtor to which any Credit Party is indebted, but only to the extent of such indebtedness, or is subject to any security, deposit, progress payment, retainage or other similar advance made by or for the benefit of an Account Debtor, in each case to the extent thereof;

(p) which is subject to any actual or potential contra account, counterclaim, deduction, defense, setoff or dispute, but only to the extent of any such actual or potential contra account, counterclaim, deduction, defense, setoff or dispute;

(q) which is evidenced by any promissory note, chattel paper or instrument;

(r) which is owed by an Account Debtor (i) located in any jurisdiction which requires filing of a "Notice of Business Activities Report" or other similar report in order to permit the Borrower to seek judicial enforcement in such jurisdiction of payment of such Account, unless the Borrower has filed such report or qualified to do business in such jurisdiction or (ii) which is a Sanctioned Person;

(s) with respect to which the Borrower has made any agreement with the Account Debtor for any reduction thereof, other than discounts and adjustments given in the ordinary course of business, or any Account which was partially paid and the Borrower created a new receivable for the unpaid portion of such Account;

(t) which does not comply in all material respects with the requirements of all applicable laws and regulations, whether Federal, state or local, including without limitation the Federal Consumer Credit Protection Act, the Federal Truth in Lending Act and Regulation Z of the Board;

(u) which is for goods that have been sold under a purchase order or pursuant to the terms of a contract or other agreement or understanding (written or oral) that indicates or purports that any Person other than the Borrower has or has had an ownership interest in such goods, or which indicates any party other than the Borrower as payee or remittance party;

(v) which was created on cash on delivery terms;

(w) to the extent such amount constitutes a "make-whole", "minimum volume" or other similar payment in connection with a sales contract where an Account Debtor has not taken delivery of the volumes required by the terms of such sales contract;

(x) which are owing by (i) any Account Debtor (other than the Specified Account Debtors) to the extent the aggregate amount of Accounts owing from such Account Debtor and its Affiliates to the Credit Parties exceeds 20% of the aggregate Eligible Accounts, but only to the extent of such excess and (ii) any Specified Account Debtor to the extent the aggregate amount of Accounts owing from such Specified Account Debtor and its Affiliates to the Credit Parties exceeds 30% of the aggregate Eligible Accounts, but only to the extent of such excess; or

(y) which the Administrative Agent determines may not be paid by reason of the Account Debtor's inability to pay or which the Administrative Agent otherwise determines is unacceptable for any reason whatsoever.

In the event that an Account which was previously an Eligible Account ceases to be an Eligible Account hereunder, the Borrower shall notify the Administrative Agent thereof on and at the time of submission to the Administrative Agent of the next Borrowing Base Certificate. In determining the amount of an Eligible Account, the face amount of an Account may, in the Administrative Agent's Permitted Discretion, be reduced by, without duplication, to the extent not reflected in such face amount, (i) the amount of all accrued and actual discounts, claims, credits or credits pending, promotional program allowances, price adjustments, finance charges or other allowances (including any amount that the

Borrower may be obligated to rebate to an Account Debtor pursuant to the terms of any agreement or understanding (written or oral)) and (ii) the aggregate amount of all cash received in respect of such Account but not yet applied by the Borrower to reduce the amount of such Account.

"Eligible Assignee" means (a) a Lender (other than a Defaulting Lender), (b) any Affiliate of a Lender, (c) any Approved Fund of a Lender or (d) any other Person (other than a natural Person) reasonably acceptable to the Administrative Agent and, unless an Event of Default has occurred and is continuing at the time any assignment is effected in accordance with Section 9.7, the Borrower, such approval not to be unreasonably withheld or delayed by the Borrower and such approval to be deemed given by the Borrower if no objection is received by the Administrative Agent from the Borrower within five (5) Business Days after notice of such proposed assignment has been provided to the Borrower; provided, however, that neither the Borrower nor any of its Affiliates nor any Affiliated Lender shall qualify as an Eligible Assignee.

"Eligible Cash" means the amount of unrestricted cash of the Credit Parties that is (a) held in a segregated account with the Administrative Agent subject to a fully-blocked account control agreement (the "Eligible Cash Account") and (b) not subject to Liens other than (x) Liens in favor of the Administrative Agent for the benefit of the Secured Parties, (y) Liens in favor of the Exit Convertible Notes Representative for the benefit of the secured parties under the Exit Convertible Notes that are junior to the Liens of the Administrative Agent and (z) Permitted Liens attaching by operation of law in favor of JPMorgan Chase Bank, N.A. in its capacity as depository bank.

"Environment" has the meanings set forth in 42 U.S.C. 9601(8).

"Environmental Claim" means any third party (including governmental agencies and employees) action, lawsuit, claim, demand, regulatory action or proceeding, order, decree, consent agreement or notice of potential or actual responsibility or violation (including claims or proceedings under the Occupational Safety and Health Acts or similar laws or requirements relating to health or safety of employees) which seeks to impose liability under any Environmental Law.

"Environmental Law" means all federal, state, and local laws, rules, regulations, ordinances, orders, decisions, agreements, and other requirements, including common law theories, now or hereafter in effect and relating to, or in connection with the Environment, human health, or safety, including without limitation CERCLA, relating to (a) pollution, contamination, injury, destruction, loss, protection, cleanup, reclamation or restoration of the air, surface water, groundwater, land surface or subsurface strata, or other natural resources; (b) solid, gaseous or liquid waste generation, treatment, processing, recycling, reclamation, cleanup, storage, disposal or transportation; (c) exposure to pollutants, contaminants, hazardous, medical infections, or toxic substances, materials or wastes; (d) the safety or health of employees; or (e) the manufacture, processing, handling, transportation, distribution in commerce, use, storage or disposal of hazardous, medical infections, or toxic substances, materials or wastes.

"Environmental Permit" means any permit, license, order, approval, registration or other authorization under Environmental Law.

"EOG Resources" means EOG Resources Inc. and its Subsidiaries.

"Equity Interest" means with respect to any Person, any shares, interests, participation, or other equivalents (however designated) of corporate stock, membership interests or partnership interests (or any other ownership interests) of such Person.

"Equity Issuance" means any issuance of equity securities or any other Equity Interests (including any preferred equity securities) by the Borrower or any of its Subsidiaries.

"ERISA" means the Employee Retirement Income Security Act of 1974, as amended from time to time.

"EU Bail-In Legislation Schedule" means the EU Bail-In Legislation Schedule published by the Loan Market Association (or any successor Person), as in effect from time to time.

"Eurodollar" when used in reference to any Loan or Revolving Borrowing, refers to whether such Loan, or the Loans comprising such Revolving Borrowing, are bearing interest at a rate determined by reference to the Adjusted LIBO Rate.

"Eurodollar Loan" means a Loan that bears interest based upon the LIBO Rate.

"Event of Default" has the meaning set forth in Section 7.1.

"Excluded Cash" means (a) Eligible Cash and (b) any restricted cash or cash equivalents (i) for which the Borrower and its Subsidiaries have issued checks or have initiated wires or ACH transfers but have not yet been subtracted from the balance in the relevant account of the Borrower and its Subsidiaries, or (ii) for which the Borrower or any of its Subsidiaries, in their respective good faith discretion, will issue checks or initiate wires or ACH transfers within three (3) Business Days to pay payroll, payroll taxes, other taxes, employee wage and benefit payments and trust and fiduciary obligations or other obligations of the Borrower and its Subsidiaries to third parties.

"Excess Cash" means, at any time, the amount by which the aggregate amount of cash and cash equivalents, marketable securities, treasury bonds and bills, certificates of deposit, investments in money market funds, and commercial paper, in each case, held or owned by (either directly or indirectly), credited to the account of or would otherwise be required to be reflected as an asset on the balance sheet of the Borrower and its Subsidiaries (other than Excluded Cash) exceeds the Consolidated Cash Threshold.

"Excluded Deposit Accounts" means accounts that are (a) solely used for the purposes of making payments in respect of payroll, taxes and employees' wages and benefits, (b) [reserved], (c) zero balance accounts (d) trust accounts, and (e) other accounts with funds on deposit with an average weekly balance for two (2) weeks of any four (4) week period less than $1,000,000 for any single account or $2,000,000 in the aggregate for all such accounts.

"Excluded Swap Obligation" means, with respect to any Guarantor, any Swap Obligation if, and to the extent that, all or a portion of the guarantee of such Guarantor of, or the grant by such Guarantor of a security interest to secure, such Swap Obligation (or any guarantee thereof) is or becomes illegal under the Commodity Exchange Act or any rule, regulation or order of the Commodity Futures Trading Commission (or the application or official interpretation of any thereof) by virtue of such Guarantor's failure for any reason to constitute an "eligible contract participant" as defined in the Commodity Exchange Act and the regulations thereunder at the time the guarantee of such Guarantor or the grant of such security interest becomes effective with respect to such Swap Obligation. If a Swap Obligation arises under a master agreement governing more than one swap, such exclusion shall apply only to the portion of such Swap Obligation that is attributable to swaps for which such guarantee or security interest is or becomes illegal.

"Excluded Taxes" means any of the following Taxes imposed on or with respect to a Recipient or required to be withheld or deducted from a payment to a Recipient, (a) Taxes imposed on or measured by net income (however denominated), franchise Taxes, and branch profits Taxes, in each case, (i) imposed as a result of such Recipient being organized under the laws of, or having its principal office or, in the case of any Lender, its applicable lending office located in, the jurisdiction imposing such Tax (or any political subdivision thereof) or (ii) that are Other Connection Taxes, (b) in the case of a Lender, U.S. Federal

withholding Taxes imposed on amounts payable to or for the account of such Lender with respect to an applicable interest in a Loan, Letter of Credit or Commitment pursuant to a law in effect on the date on which (i) such Lender acquires such interest in the Loan, Letter of Credit or Commitment (other than pursuant to an assignment request by the Borrower under Section 2.13) or (ii) such Lender changes its lending office, except in each case to the extent that, pursuant to Section 2.12, amounts with respect to such Taxes were payable either to such Lender's assignor immediately before such Lender acquired the applicable interest in a Loan, Letter of Credit or Commitment or to such Lender immediately before it changed its lending office, (c) Taxes attributable to such Recipient's failure to comply with Section 2.12(f) and (d) any U.S. federal withholding Taxes imposed under FATCA.

"Existing Letters of Credit" means the letters of credit set forth on the attached Schedule 1.1(a).

"Exit Convertible Notes" means the Borrower's 8%/10% Senior Secured Convertible Notes issued on [__], 2020 and due [__], 2026.

"Exit Convertible Notes Documents" means the Exit Convertible Notes, the Exit Convertible Notes Indenture and the Security Documents (as defined in the Exit Convertible Notes Indenture).

"Exit Convertible Noteholders" has the meaning assigned to the term "Holders" in the Exit Convertible Notes Indenture.

"Exit Convertible Notes Indenture" means that certain Indenture, dated as of [ ], 2020, among the Borrower, as issuer, the guarantors party thereto, and the Exit Convertible Notes Representative.

"Exit Convertible Notes Priority Collateral" means the "Exit Convertible Notes Priority Collateral" (as defined in the Intercreditor Agreement).

"Exit Convertible Notes Representative" means Wilmington Savings Fund Society, FSB, in its capacity as trustee and collateral agent under the Exit Convertible Notes Documents.

"Exit Note Documentation Requirements" means that (a) the interest rate applicable to the Exit Convertible Notes is no greater than (i) 8% per annum for interest paid in cash and (ii) 10% per annum for interest paid in kind, (b) the Exit Convertible Notes shall not require any amortization or sinking fund payment, (c) cash interest under the Exit Convertible Notes may only be required to be paid to the extent permitted under this Agreement and (d) the Exit Note Documents do not contain events of default, affirmative covenants or negative covenants that are more restrictive on the Credit Parties than the Credit Documents, other than any customary terms that reflect the nature of the Exit Convertible Notes as secured convertible notes.

"Facility Limit" means, at any time, the lesser of (a) the Aggregate Commitments and (b) the Borrowing Base then in effect.

"FATCA" means Sections 1471 through 1474 of the Code as of the date of this Agreement (or any amended or successor version that is substantively comparable and not materially more onerous to comply with), any current or future regulations or official interpretations thereof, any agreements entered into pursuant to Section 1471(b)(1) of the Code, and any fiscal or regulatory legislation, rules or practices adopted pursuant to any intergovernmental agreement, treaty or convention among Governmental Authorities and implementing such Sections of the Code.

"Federal Funds Effective Rate" means, for any day, the rate calculated by the NYFRB based on such day's federal funds transactions by depository institutions, as determined in such manner as the

NYFRB shall set forth on its public website from time to time, and published on the next succeeding Business Day by the NYFRB as the effective federal funds rate, provided that if the Federal Funds Effective Rate as so determined would be less than zero, such rate shall be deemed to zero for the purposes of this Agreement.

"Federal Reserve Board" means the Board of Governors of the Federal Reserve System or any of its successors.

"Fee Letter[s]" means [__].

"Fixed Charge Coverage Ratio" means, on any date, the ratio of (a) EBITDA for the most recent period of twelve consecutive months of the Borrower ended on such date for which financial statements have been or are required to be delivered pursuant to Section 5.2(a), (b) or (c) or, prior to the first delivery of any such financial statements, as set forth in the definition of consolidated EBITDA for the months specified therein) minus Unfinanced Capital Expenditures for such period to (b) the sum of Fixed Charges; provided that that for the purposes of determining the Fixed Charge Coverage Ratio, Fixed Charges and EBITDA for the sixth, seventh, eighth, ninth, tenth and eleventh full months ending after the Effective Date shall equal (i) Fixed Charges and EBITDA for the six full months ending after the Effective Date multiplied by 2, (ii) Fixed Charges and EBITDA for the seven full months ending after the Effective Date multiplied by 12/7, (iii) Fixed Charges and EBITDA for the eight full months ending after the Effective Date multiplied by 12/8, (iv) Fixed Charges and EBITDA for the nine full months ending after the Effective Date multiplied by 12/9, (v) Fixed Charges and EBITDA for the ten full months ending after the Effective Date multiplied by 12/10 and (vi) Fixed Charges and EBITDA for the eleven full months ending after the Effective Date multiplied by 12/11, respectively.

"Fixed Charges" means, for any period, without duplication, cash Interest Expense, plus prepayments and scheduled principal payments on Borrowed Money due in cash, whether or not paid, plus expenses for taxes paid in cash, plus Restricted Payments paid in cash, (other than Restricted Payments permitted pursuant to Section 6.9(a)), plus cash payments of obligations under Capital Lease payments, all calculated for the Borrower and its Subsidiaries on a consolidated basis in accordance with GAAP.

"Flood Laws" has the meaning set forth in Section 8.10.

"Floor" means the benchmark rate floor, if any, provided in this Agreement initially (as of the execution of this Agreement, the modification, amendment or renewal of this Agreement or otherwise) with respect to LIBO Rate.

"Foreign Lender" means any Lender that is not a "United States person" as defined in Section 7701(a)(30) of the Code.

"Foreign Subsidiary" means any Subsidiary of a Person that is not a Domestic Subsidiary.

"Funded Debt" of any Person means, at any time, without duplication, Debt of such Person (a) of the type described in clauses (a), (b), (c), (f) and (h) of the definition of "Debt"; provided that Debt with respect to letters of credit referred to in clause (b) of such definition shall be considered "Funded Debt" regardless of whether such letters of credit are drawn or funded, (b) of the type described in clause (i) of the definition of "Debt"; provided that such Debt would otherwise qualify as "Funded Debt" under this definition, or (c) of the type described in clauses (j) or (k) of the definition of "Debt" to the extent that such guaranty covers, or such Lien secures, Debt of the type described in clause (a) or clause (b) of this definition of "Funded Debt". For the avoidance of doubt, all Debt outstanding under this Agreement shall constitute "Funded Debt".

"GAAP" means United States of America generally accepted accounting principles as in effect from time to time, applied on a basis consistent with the requirements of Section 1.3.

"Governmental Authority" means the government of the United States of America, any other nation or any political subdivision thereof, whether state or local, and any agency, authority, instrumentality, regulatory body, court, central bank or other entity exercising executive, legislative, judicial, taxing, regulatory or administrative powers or functions of or pertaining to government.

"Guarantors" means any Person that (a) now or hereafter executes a Guaranty and (b) each Subsidiary of the Borrower that becomes a guarantor of all or a portion of the Obligations and which has entered into either a joinder agreement substantially in the form attached to the Guaranty or a new Guaranty.

"Guaranty" means the Guaranty Agreement executed and delivered in substantially the same form as Exhibit D.

"Hazardous Substance" means any substance or material identified as such pursuant to CERCLA and those regulated under any other Environmental Law, including without limitation pollutants, contaminants, petroleum, petroleum products, radionuclides, and radioactive materials.

"Hazardous Waste" means any substance or material regulated or designated as such pursuant to any Environmental Law, including without limitation, pollutants, contaminants, flammable substances and materials, explosives, radioactive materials, oil, petroleum and petroleum products, chemical liquids and solids, polychlorinated biphenyls, asbestos, toxic substances, and similar substances and materials.

"Hedging Arrangement" means a hedge, call, swap, collar, floor, cap, option, forward sale or purchase or other contract or similar arrangement (including any obligations to purchase or sell any commodity or security at a future date for a specific price) which is entered into to reduce or eliminate or otherwise protect against the risk of fluctuations in prices or rates, including interest rates, foreign exchange rates, commodity prices and securities prices.

"Impacted Interest Period" has the meaning set forth in the definition of "LIBO Rate".

"Income Tax Expense" means for Borrower and its Subsidiaries, on a consolidated basis for any period, all state and federal income taxes (including without limitation Texas franchise taxes) paid or due to be paid during such period.

"Increase Date" has the meaning set forth in Section 2.15(b).

"Increasing Lender" has the meaning set forth in Section 2.15(a).

"Indemnified Taxes" means (a) Taxes, other than Excluded Taxes, imposed on or with respect to any payment made by or on account of any obligation of any Credit Party under any Credit Document and (b) to the extent not otherwise described in clause (a), Other Taxes.

"Indemnitee" has the meaning set forth in Section 9.2(a).

"Independent Engineering Report" means a report, in form and substance reasonably satisfactory to the Administrative Agent, prepared by an independent engineer, with respect to the Sand Reserves owned by the Borrower or its Subsidiaries which report shall specify the location, quantity, and type of the estimated Sand Reserves.

"Information" has the meaning set forth in Section 9.8.

"Initial Financial Statements" means the audited consolidated financial statements of Hi-Crush Inc. and its Subsidiaries for the fiscal year ended December 31, 2019 and the unaudited consolidated financial statements of the Borrower and its Subsidiaries for the fiscal quarter ended June 30, 2020, in each case including statements of income, retained earnings, changes in equity and cash flow for such fiscal period as well as a balance sheet as of the end of each such fiscal period, all prepared in accordance with GAAP.

"Intercreditor Agreement" means the Intercreditor Agreement substantially in the form of Exhibit I among the Administrative Agent, Exit Convertible Notes Representative, and Credit Parties party thereto, as amended, supplemented, restated or otherwise modified from time to time in accordance with its terms.

"Interest Expense" means, for any period and with respect to any Person, total interest expense (including, without limitation, the amortization of debt discount and premium and the interest component under Capital Leases and the arrangement and upfront fees paid pursuant to the Fee Letter) as determined in accordance with GAAP.

"Interest Payment Date" means (a) with respect to any ABR Loan, the first Business Day of each January, April, July and October and the Maturity Date and (b) with respect to any Eurodollar Loan, the last day of each Interest Period applicable to the borrowing of which such Loan is a part and, in the case of a Revolving Borrowing of Eurodollar Loans with an Interest Period of more than three (3) months' duration, each day prior to the last day of such Interest Period that occurs at intervals of three (3) months' duration after the first day of such Interest Period, on the date any Eurodollar Loan is repaid and the Maturity Date (in each case unless any such date shall not be a Business Day in which case such payment shall be made on the next succeeding Business Day).

"Interest Period" means for each Eurodollar Loan comprising part of the same Revolving Borrowing, the period commencing on the date of such Eurodollar Loan is made or deemed made and ending on the last day of the period selected by the Borrower pursuant to the provisions below and Section 2.3, and thereafter, each subsequent period commencing on the day following the last day of the immediately preceding Interest Period and ending on the last day of the period selected by the Borrower pursuant to the provisions below and Section 2.3. The duration of each such Interest Period shall be one (1), two (2), three (3) or six (6) months, in each case as the Borrower may select, provided that:

(a) Interest Periods commencing on the same date for Loans comprising part of the same Revolving Borrowing shall be of the same duration;

(b) whenever the last day of any Interest Period would otherwise occur on a day other than a Business Day, the last day of such Interest Period shall be extended to occur on the next succeeding Business Day, provided that if such extension would cause the last day of such Interest Period to occur in the next following calendar month, the last day of such Interest Period shall occur on the next preceding Business Day;

(c) any Interest Period which begins on the last Business Day of a calendar month (or on a day for which there is no numerically corresponding day in the calendar month at the end of such Interest Period) shall end on the last Business Day of the calendar month in which it would have ended if there were a numerically corresponding day in such calendar month; and

(d) the Borrower may not select any Interest Period for any Loan which ends after the Scheduled Maturity Date.

"Interpolated Rate" means, at any time, for any Interest Period, the rate per annum (rounded to the same number of decimal places as the LIBO Screen Rate) determined by the Administrative Agent (which determination shall be conclusive and binding absent manifest error) to be equal to the rate that results from interpolating on a linear basis between: (a) the LIBO Screen Rate for the longest period (for which the LIBO Screen Rate is available) that is shorter than the Impacted Interest Period; and (b) the LIBO Screen Rate for the shortest period (for which that LIBO Screen Rate is available) that exceeds the Impacted Interest Period, in each case, at such time.

"Inventory" has the meaning set forth in Article 9 of the UCC.

"Investment" has the meaning set forth in Section 6.3.

"Investment Grade Eligible Account" means any Eligible Account of any Credit Party which is owing by an Account Debtor whose securities are rated BBB- or better by S&P or Baa3 or better by Moody's.

"Issuing Lender Sublimit" means, as of the Effective Date, (a) $10,000,000, in the case of JPMCB, (b) $25,000,000, in the case of Amegy and (c) $[__], in the case of UBS; provided that any Issuing Lender shall be permitted at any time to increase its Issuing Lender Sublimit upon providing five (5) days' prior written notice thereof to the Administrative Agent and the Borrower. For the avoidance of doubt, while the Issuing Lender Sublimits total in excess of the Facility Limit and the Letter of Credit Maximum Amount, the Letter of Credit Exposure shall not exceed the Letter of Credit Maximum Amount or the Facility Limit and the Aggregate Revolving Credit Exposure shall not exceed the Facility Limit.

"Issuing Lenders" means, collectively, JPMCB, Amegy and, with respect to standby letters of credit only, UBS, each in its capacity as a Lender that issues Letters of Credit for the account of any Credit Party pursuant to the terms of this Agreement.

"Joinder Agreement" means a joinder agreement substantially in the form of Exhibit K.

"JPMCB" means JPMorgan Chase Bank, N.A., a national banking association, in its individual capacity, and its successors.

"Landlord Agreement" means a lien waiver or subordination agreement from the owner of real property regarding the subordination of its landlord's lien covering leased real property.

"Lead Arranger" means JPMCB in its capacity as sole lead arranger and sole bookrunner hereunder.

"Legal Requirement" means any law, statute, ordinance, decree, requirement, order, judgment, rule, regulation (or official interpretation of any of the foregoing) of, and the terms of any license or permit issued by, any Governmental Authority, including, but not limited to, Regulation T, Regulation U and Regulation X.

"Lender Parent" means, with respect to any Lender, any Person as to which such Lender is, directly or indirectly, a subsidiary.

"Lender Party" means the Administrative Agent, any Issuing Lender or any other Lender.

"Lender-Related Person" has the meaning set forth in Section 9.2(b).

"Lenders" means the Persons listed on the signature pages hereto as Lenders, any other Person that shall have become a Lender hereto pursuant to Section 2.13 and any other Person that shall have become a Lender hereto pursuant to an Assignment and Acceptance, but in any event, excluding any such Person that ceases to be a party hereto pursuant to an Assignment and Acceptance.

"Lending Office" means, as to any Lender, the office or offices of such Lender described as such in such Lender's Administrative Questionnaire, or such other office or offices as a Lender may from time to time notify the Borrower and the Administrative Agent.

"Letter of Credit" means any standby or commercial letter of credit issued or deemed issued by an Issuing Lender for the account of a Credit Party pursuant to the terms of this Agreement, in such form as may be agreed by the Borrower and the relevant Issuing Lender.

"Letter of Credit Application" means an Issuing Lender's standard form letter of credit application for standby or commercial letters of credit which has been executed by the Borrower and accepted by such Issuing Lender in connection with the issuance of a Letter of Credit.

"Letter of Credit Disbursement" means a payment made by an Issuing Lender pursuant to a Letter of Credit.

"Letter of Credit Documents" means all Letters of Credit, Letter of Credit Applications and amendments thereof, and agreements, documents, and instruments entered into in connection therewith or relating thereto.

"Letter of Credit Exposure" means, at any time, the sum of the Commercial Letter of Credit Exposure and the Standby Letter of Credit Exposure at such time. The Letter of Credit Exposure of any Lender at any time shall be its Pro Rata Share of the aggregate Letter of Credit Exposure at such time. .

"Letter of Credit Maximum Amount" means $25,000,000; provided that, on and after the Maturity Date, the Letter of Credit Maximum Amount shall be zero.

"Letter of Credit Obligations" means any obligations of the Borrower under this Agreement in connection with the Letters of Credit.

"Liabilities" means any losses, claims (including intraparty claims), demands, damages or liabilities of any kind.

"LIBO Rate" means, with respect to any Revolving Borrowing of Eurodollar Loans for any Interest Period, the LIBO Screen Rate at approximately 11:00 a.m., London time, two Business Days prior to the commencement of such Interest Period; provided that if the LIBO Screen Rate shall not be available at such time for such Interest Period (an "Impacted Interest Period") then the LIBO Rate shall be the Interpolated Rate.

"LIBO Screen Rate" means, for any day and time, with respect to any Revolving Borrowing of Eurodollar Loans for any Interest Period, the London interbank offered rate as administered by ICE Benchmark Administration (or any other Person that takes over the administration of such rate for U.S. dollars for a period equal in length to such Interest Period) as displayed on such day and time on pages LIBOR01 or LIBOR02 of the Reuters screen that displays such rate (or, in the event such rate does not appear on a Reuters page or screen, on any successor or substitute page on such screen that displays such rate), or on the appropriate page of such other information service that publishes such rate from time to time

as selected by the Administrative Agent in its reasonable discretion, provided that if the LIBO Screen Rate shall be less than 1.00%, such rate shall be deemed to be 1.00% for the purposes of this Agreement.

"Lien" means any mortgage, lien, pledge, charge, deed of trust, security interest, or encumbrance to secure or provide for the payment of any obligation of any Person, whether arising by contract, operation of law, or otherwise (including the interest of a vendor or lessor under any conditional sale agreement, Capital Lease, or other title retention agreement).

"Liquid Investments" means (a) readily marketable direct full faith and credit obligations of the United States of America or obligations unconditionally guaranteed by the full faith and credit of the United States of America; (b) commercial paper issued by (i) any Lender or any Affiliate of any Lender or (ii) any commercial banking institutions or corporations rated at least P-1 by Moody's or A-1 by S&P; (c) certificates of deposit, time deposits, and bankers' acceptances issued by (i) any of the Lenders or (ii) any other commercial banking institution which is a member of the Federal Reserve System and has a combined capital and surplus and undivided profits of not less than $250,000,000 and rated Aa by Moody's or AA by S&P; (d) repurchase agreements which are entered into with any of the Lenders or any major money center banks included in the commercial banking institutions described in clause (c) and which are secured by readily marketable direct full faith and credit obligations of the government of the United States of America or any agency thereof; (e) investments in any money market fund which holds investments substantially of the type described in the foregoing clauses (a) through (d); (f) readily and immediately available cash held in any money market account maintained with any Lender; provided that, such money market accounts and the funds therein shall be unencumbered and free and clear of all Liens and other third party rights other than a Lien in favor of the Administrative Agent pursuant to the Security Documents; and (g) other investments made through the Administrative Agent or its Affiliates and approved by the Administrative Agent. All the Liquid Investments described in clauses (a) through (d) above shall have maturities of not more than 365 days from the date of issue.

"Liquidity" means, as of any date of determination, the sum of (a) Availability and (b) (without duplication) the aggregate amount of cash and cash equivalents of the Borrower or any of other Credit Parties at such time, excluding (i) any cash or cash equivalents not held in a Controlled Account, (ii) any cash and cash equivalents which are pledged to secure any Credit Party's obligations under any letter of credit, surety bond or other similar obligation and (iii) Eligible Cash.

"Loans" means each of the loans made by the Lenders to the Borrower pursuant to this Agreement.

"Material Adverse Change" means any event, development or circumstance that has had or could reasonably be expected to have a material adverse effect (a) on the business, assets, operations, Property or financial condition of the Borrower and its Subsidiaries, taken as a whole; (b) on the validity or enforceability of this Agreement or any of the other Credit Documents; (c) on any Credit Party's ability to perform its obligations under this Agreement, any Revolving Note, the Guaranty or any other Credit Document; (d) in any right or remedy of any Secured Party under any Credit Document; or (e) the Collateral, or the Administrative Agent's liens (on behalf of itself and the Secured Parties) on the Collateral or the priority of such Liens.

"Material Contract" means each of (a) the Exit Convertible Notes Documents (b) any contract of the Borrower and its consolidated Subsidiaries (i) to which at least 10% of the Borrower's consolidated revenue for the four-fiscal quarter period most recently ended is attributable or (ii) which creates obligations for the Borrower or any of its subsidiaries in excess of $7,500,000, in each case, as each such contract is amended, restated, supplemented or otherwise modified from time to time.

"Maturity Date" means the earliest of (a) the Scheduled Maturity Date and (b) the date all of the Loans become due and payable under the Credit Documents, whether by acceleration or otherwise.

"Maximum Rate" means the maximum nonusurious interest rate under applicable law.

"Moody's" means Moody's Investors Service, Inc. and any successor thereto which is a nationally recognized statistical rating organization.

"Mortgage" means each mortgage or deed of trust in form reasonably acceptable to the Administrative Agent executed by any Credit Party to secure all or a portion of the Obligations.

"Multiemployer Plan" means a "multiemployer plan" as defined in Section 4001(a)(3) of ERISA to which the Borrower or any member of the Controlled Group is making or accruing an obligation to make contributions.

"Net Cash Proceeds" means with respect to any Prepayment Event, all cash and Liquid Investments received in respect of such Prepayment Event after (a) payment of, or provision for, all brokerage commissions and other reasonable out of pocket fees and expenses actually incurred (including attorneys', accountants', investment bankers', consultants' or other customary fees and expenses); (b) payment of any outstanding obligations relating to such Property paid in connection with any such Prepayment Event; and (c) taxes paid or reasonably estimated to be payable within one year after such Prepayment Event as a result thereof and as a result of any gain recognized in connection therewith.

"Net Income" means, for any period and with respect to any Person, the net income for such period for such Person after taxes as determined in accordance with GAAP, including any cash net gain but excluding, however, (a) extraordinary items, including (i) any net non-cash gain or loss during such period arising from the sale, exchange, retirement or other disposition of capital assets (such term to include all fixed assets and all securities) other than in the ordinary course of business, and (ii) any write up or write down of assets and (b) the cumulative effect of any change in GAAP.

"Non-Defaulting Lender" means any Lender that is not then a Defaulting Lender.

"Non-Extension Notice Date" has the meaning set forth in Section 2.2(b).

"Non-Investment Grade Eligible Account" means any Eligible Account of any Credit Party which is owing by an Account Debtor whose securities are rated worse than BBB- by S&P and worse than Baa3 by Moody's.

"Notice of Borrowing" means a notice of borrowing signed by the Borrower in substantially the same form as Exhibit E.

"Notice of Continuation or Conversion" means a notice of continuation or conversion signed by the Borrower in substantially the same form as Exhibit F.

"NYFRB" means the Federal Reserve Bank of New York.

"NYFRB Rate" means, for any day, the greater of (a) the Federal Funds Effective Rate in effect on such day and (b) the Overnight Bank Funding Rate in effect on such day (or for any day that is not a Business Day, for the immediately preceding Business Day); provided that if none of such rates are published for any day that is a Business Day, the term "NYFRB Rate" means the rate for a federal funds transaction quoted at 11:00 a.m. on such day received by the Administrative Agent from a federal funds

broker of recognized standing selected by it; provided, further, that if any of the aforesaid rates as so determined be less than zero, such rate shall be deemed to be zero for purposes of this Agreement.

"Obligations" means all principal, interest (including post-petition interest), fees, reimbursements, indemnifications, and other amounts now or hereafter owed by any of the Credit Parties to the Lenders, the Issuing Lenders, or the Administrative Agent under this Agreement and the Credit Documents, including, the Letter of Credit Obligations, and any increases, extensions, and rearrangements of those obligations under any amendments, supplements, and other modifications of the documents and agreements creating those obligations.

"OFAC" means The Office of Foreign Assets Control of the U.S. Department of the Treasury.

"Operating Lease" means any lease that constitutes an operating lease under GAAP.

"Organization Documents" means (a) for any corporation, the certificate or articles of incorporation and the bylaws, (b) for any partnership, the partnership agreement and, if applicable, certificate of limited partnership or (c) for any limited liability company, the operating agreement and articles or certificates of formation of incorporation.

"Other Connection Taxes" means, with respect to any Recipient, Taxes imposed as a result of a present or former connection between such Recipient and the jurisdiction imposing such Tax (other than connections arising from such Recipient having executed, delivered, become a party to, performed its obligations under, received payments under, received or perfected a security interest under, engaged in any other transaction pursuant to or enforced any Credit Document, or sold or assigned an interest in any Loan or Credit Document).

"Other Taxes" means all present or future stamp, court or documentary, intangible, recording, filing or similar Taxes that arise from any payment made under, from the execution, delivery, performance, enforcement or registration of, from the receipt or perfection of a security interest under, or otherwise with respect to, any Credit Document, except any such Taxes that are Other Connection Taxes imposed with respect to an assignment (other than an assignment made pursuant to Section 2.13).

"Overnight Bank Funding Rate" means, for any day, the rate comprised of both overnight federal funds and overnight Eurodollar borrowings by U.S.-managed banking offices of depository institutions, as such composite rate shall be determined by the NYFRB as set forth on its public website from time to time, and published on the next succeeding Business Day by the NYFRB as an overnight bank funding rate.

"Participant Register" has the meaning set forth in Section 9.7(d).

"Patriot Act" means the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001 (Title III of Pub. L. 107-56 (signed into law October 26, 2001)).

"Payment Conditions" means (a) no Default or Event of Default shall have occurred and be continuing or would result from the taking of the relevant action to which the satisfaction of the Payment Conditions is being determined, (b) on a pro forma basis, immediately prior to and immediately after giving effect to any transaction that is subject to the Payment Conditions, either (i) (A) the Fixed Charge Coverage Ratio, on a pro forma basis, is at least 1.10:1.00 and (B) Availability is at least, at such time and for the immediately preceding thirty (30) days, the greater of (1) $[15,000,000] and (2) 15% of the Facility Limit or (ii) Availability is at least, at such time and for the immediately preceding thirty (30) days, the greater of (x) $[20,000,000] and (y) 20% of the Facility Limit and (c) on a pro forma basis, immediately prior to and

immediately after giving effect to any transaction that is subject to the Payment Conditions, the difference of (i) the Borrowing Base minus (ii) Eligible Cash is greater than the aggregate Revolving Credit Exposure.

"PBGC" means the Pension Benefit Guaranty Corporation or any entity succeeding to any or all of its functions under ERISA.

"Permitted Debt" has the meaning set forth in Section 6.1.

"Permitted Discretion" means a determination made in good faith and in the exercise of reasonable (from the perspective of a secured asset based lender) business judgment.

"Permitted Holders" means [the Exit Convertible Note Holders] as of the Effective Date.

"Permitted Investments" has the meaning set forth in Section 6.3.

"Permitted Liens" has the meaning set forth in Section 6.2.

"Permitted Refinancing" means Debt issued or incurred (including by means of the extension or renewal of existing Debt) to refinance, refund, extend, renew or replace existing Debt (the "Refinanced Debt"); provided that (a) the principal amount of such Permitted Refinancing is not greater than the outstanding principal amount of such Refinanced Debt plus the amount of any premiums or penalties and accrued and unpaid interest paid thereon, reasonable fees and expenses and existing commitments unutilized thereunder, (b) such Permitted Refinancing has a final maturity that is no sooner than such Refinanced Debt, (c) the weighted average life to maturity of such Permitted Refinancing is no shorter than the weighted average life to maturity of such Refinanced Debt, (d) the documentation evidencing such Permitted Refinancing contains representations, warranties, covenants and events of default, taken as a whole, no less favorable to the Borrower in any material respect than this Agreement, (e) (i) if the Refinanced Debt is unsecured, the Permitted Refinancing is unsecured or (ii) if the Refinanced Debt is secured, the Permitted Refinancing is not secured by any collateral that does not secure the Refinanced Debt or on a greater priority than the Refinanced Debt, (f) if such Refinanced Debt or any guarantees in respect thereof are subordinated to the Obligations, such Permitted Refinancing remains so subordinated on terms no less favorable to the Administrative Agent and the Lenders and (g) the direct and contingent obligors with respect to such Permitted Refinancing are the same as the direct and contingent obligors with respect to such Refinanced Debt.

"Person" means an individual, partnership, corporation (including a business trust), joint stock company, trust, limited liability company, limited liability partnership, unincorporated association, joint venture, or other entity, or a government or any political subdivision or agency thereof, or any trustee, receiver, custodian, or similar official.

"Plan" means an employee benefit plan, as defined in Section 3(3) of ERISA (other than a Multiemployer Plan), maintained or contributed to by the Borrower or any member of the Controlled Group and covered by Title IV of ERISA or subject to the minimum funding standards under Sections 412 or 430 of the Code or Sections 302 or 303 of ERISA.

"Plan Asset Regulations" means 29 CFR § 2510.3-101 et seq., as modified by Section 3(42) of ERISA, as amended from time to time.

"Platform" has the meaning set forth in Section 5.2.

"Prepayment Event" means (a) the sale, transfer or other disposition of assets by the Borrower or its Subsidiaries in a single transaction or series of related transactions that yields Net Cash Proceeds other than asset sales permitted by Section 6.8(a), Section 6.8(b), Section 6.8(c), Section 6.8(d), Section 6.8(e), Section 6.8(f), Section 6.8(g) or Section 6.8(h) (b) the receipt of any Net Cash Proceeds by any Person from the issuance of any Debt by the Borrower or any Subsidiary not permitted hereunder and (c) the receipt by the Borrower or any Subsidiary of Net Cash Proceeds in excess of $250,000 in respect of one or more Casualty Events.

"Prime Rate" means the rate of interest last quoted by The Wall Street Journal as the "Prime Rate" in the U.S. or, if The Wall Street Journal ceases to quote such rate, the highest per annum interest rate published by the Federal Reserve Board in Federal Reserve Statistical Release H.15 (519) (Selected Interest Rates) as the "bank prime loan" rate or, if such rate is no longer quoted therein, any similar rate quoted therein (as determined by the Administrative Agent) or any similar release by the Federal Reserve Board (as determined by the Administrative Agent). Each change in the Prime Rate shall be effective from and including the date such change is publicly announced or quoted as being effective.

"Pro Rata Share" means, at any time with respect to any Lender, (a) the ratio (expressed as a percentage) of such Lender's Commitment at such time to the Aggregate Commitments at such time, or (b) if all of the Commitments have been terminated, the ratio (expressed as a percentage) of such Lender's aggregate outstanding Loans at such time to the total aggregate outstanding Loans at such time.

"Projections" has the meaning set forth in Section 5.2(e).

"Property" of any Person means any property or assets (whether real, personal, or mixed, tangible or intangible) of such Person.

"PTE" means a prohibited transaction class exemption issued by the U.S. Department of Labor, as any such exemption may be amended from time to time.

"QFC" has the meaning assigned to the term "qualified financial contract" in, and shall be interpreted in accordance with, 12 U.S.C. 5390(c)(8)(D).

"QFC Credit Support" has the meaning set forth in Section 9.25.

"Qualified ECP Guarantor" means, in respect of any Swap Obligation, each Credit Party that has total assets exceeding $10,000,000 at the time the relevant guaranty or grant of the relevant security interest becomes or would become effective with respect to such Swap Obligation or such other person as constitutes an "eligible contract participant" under the Commodity Exchange Act or any regulations promulgated thereunder and can cause another Person to qualify as an "eligible contract participant" at such time by entering into a keepwell under Section 1a(18)(A)(v)(II) of the Commodity Exchange Act.

"Recipient" means (a) the Administrative Agent, (b) any Lender and (c) any Issuing Lender, as applicable.

"Reference Time" with respect to any setting of the then-current Benchmark means (a) if such Benchmark is LIBO Rate, 11:00 a.m. (London time) on the day that is two London banking days preceding the date of such setting, and (b) if such Benchmark is not LIBO Rate, the time determined by the Administrative Agent in its reasonable discretion.

"Register" has the meaning set forth in Section 9.7(b).

"Registration Statement" means that Registration Statement on Form S-1 (File No. 333-182574) filed by the Borrower with the SEC, amended as of August 21, 2012.

"Regulation D" means Regulation D of the Federal Reserve Board, as in effect from time to time and all official rulings and interpretations thereunder or thereof.

"Regulation T" means Regulation T of the Federal Reserve Board, as in effect from time to time and all official rulings and interpretations thereunder or thereof.

"Regulation U" means Regulation U of the Federal Reserve Board, as in effect from time to time and all official rulings and interpretations thereunder or thereof.

"Regulation X" means Regulation X of the Federal Reserve Board, as in effect from time to time and all official rulings and interpretations thereunder or thereof.

"Related Parties" means, with respect to any specified Person, such Person's Affiliates and the respective directors, officers, partners, members, trustees, employees, agents, administrators, managers, representatives and advisors of such Person and such Person's Affiliates.

"Release" has the meaning set forth in CERCLA or under any other Environmental Law.

"Relevant Governmental Body" means the Federal Reserve Board or the NYFRB, or a committee officially endorsed or convened by the Federal Reserve Board or the NYFRB, or any successor thereto.

"Report" means reports prepared by the Administrative Agent or another Person showing the results of appraisals, field examinations or audits pertaining to the assets of the Credit Parties from information furnished by or on behalf of the Borrower, which Reports may be distributed to the Lenders by the Administrative Agent.

"Reportable Event" means any of the events set forth in Section 4043(c) of ERISA (other than any such event not subject to the provision for 30-day notice to the PBGC under the regulations issued under such section).

"Required Lenders" means, at any time, Lenders (other than Defaulting Lenders and Affiliated Lenders) having Revolving Credit Exposures and Unused Commitments representing at least 50% of the sum of the Aggregate Revolving Credit Exposure and Unused Commitments at such time; provided that, as long as there are three (3) or fewer such Lenders (other than Default Lenders and Affiliated Lenders), Required Lenders shall mean all Lenders.

"Reserves" means any and all reserves which the Administrative Agent deems necessary, in its Permitted Discretion, to maintain (including, without limitation, reserves applicable to Availability, reserves applicable to the Borrowing Base, reserves for accrued and unpaid interest on the Secured Obligations, reserves applicable to Banking Services, volatility reserves, reserves for dilution of Accounts, reserves for obligations of any of the Credit Parties owing to Swap Counterparties under any Hedging Arrangements, reserves for contingent liabilities of any Credit Party, reserves for uninsured losses of any Credit Party, reserves for uninsured, underinsured, un-indemnified or under-indemnified liabilities or potential liabilities with respect to any litigation and reserves for taxes, fees, assessments, and other governmental charges) with respect to the Collateral or any Credit Party.

"Response" has the meaning set forth in CERCLA or under any other Environmental Law.

"Responsible Officer" means (a) with respect to any Person that is a corporation, such Person's Chief Executive Officer, President, or Chief Financial Officer, (b) with respect to any Person that is a limited liability company, if such Person has officers, then such Person's Chief Executive Officer, President, or Chief Financial Officer, and if such Person is managed by members, then a Responsible Officer of such Person's managing member, and if such Person is managed by managers, then a manager (if such manager is an individual) or a Responsible Officer of such manager (if such manager is an entity), and (c) with respect to any Person that is a general partnership, limited partnership or a limited liability partnership, the Responsible Officer of such Person's general partner or partners.

"Restricted Payment" means, with respect to any Person, (a) any direct or indirect dividend or other distribution (whether in cash, securities or other Property) or any direct or indirect payment of any kind or character (whether in cash, securities or other Property) made in connection with the Equity Interest of such Person, including those dividends, distributions and payments made in consideration for or otherwise in connection with any retirement, purchase, redemption or other acquisition of any Equity Interest of such Person, or any options, warrants or rights to purchase or acquire any such Equity Interest of such Person or (b) principal or interest payments (in cash, Property or otherwise) on, or redemptions of any Debt incurred under Section 6.1(c), (j) or (r) of such Person.

"Revolving Borrowing" means a borrowing consisting of simultaneous Loans of the same Type made by the Lenders pursuant to Section 2.1(a) or Converted by each Lender to Loans of a different Type pursuant to Section 2.3(c).

"Revolving Credit Exposure" means, with respect to any Lender at any time, the sum of the outstanding principal amount of such Lender's Loans and its Letter of Credit Exposure at such time.

"Revolving Note" means a promissory note of the Borrower payable to a Lender, in substantially the same form as Exhibit G, evidencing indebtedness of the Borrower to such Lender resulting from Loans owing to such Lender.

"S&P" means Standard & Poor's Rating Agency Group, a division of McGraw-Hill Companies, Inc., or any successor thereof which is a national credit rating organization.

"Sanctioned Country" means, at any time, a country, region or territory which is itself the subject or target of any Sanctions (at the time of this Agreement, Crimea, Cuba, Iran, North Korea and Syria).

"Sanctioned Person" means, at any time, (a) any Person listed in any Sanctions-related list of designated Persons maintained by OFAC, the U.S. Department of State, the United Nations Security Council, the European Union, any European Union member state, Her Majesty's Treasury of the United Kingdom, or other relevant sanctions authority, (b) any Person operating, organized or resident in a Sanctioned Country, (c) any Person owned or controlled by any such Person or Persons described in clauses (a) and (b) of this definition or (d) any Person otherwise the subject of any Sanctions.

"Sanctions" means economic or financial sanctions or trade embargoes imposed, administered or enforced from time to time by the U.S. government (including those administered by OFAC or the U.S. Department of State), the European Union, any European Union member state, Her Majesty's Treasury of the United Kingdom, or other relevant sanctions authority.

"Sand Reserves" means (a) at any particular time, the estimated quantities of sand which geological and engineering data demonstrate with reasonable certainty to be recoverable in future years under then existing economic and operating conditions (i.e., prices and costs as of the date of the estimate is made) and (b) any fee mineral interests, term mineral interests, leases, subleases, farm-outs, royalties, overriding

royalties, net profit interests, carried interests, production payments and similar mineral interests, and all unsevered and unextracted sand in, under, or attributable to the properties described in the foregoing clause (a).

"Scheduled Maturity Date" means August 1, 2023.

"SEC" means, the Securities and Exchange Commission.

"Secured Obligations" means (a) the Obligations, (b) the Banking Services Obligations, and (c) all obligations of any of the Credit Parties owing to Swap Counterparties under any Hedging Arrangements; provided that the "Secured Obligations" shall not include any Excluded Swap Obligations.

"Secured Parties" means the Administrative Agent, the Issuing Lenders, the Lenders, the Swap Counterparties and Banking Services Providers.

"Securities Account" has the meaning set forth in the UCC.

"Security Agreement" means the Pledge and Security Agreement among the Credit Parties and the Administrative Agent in substantially the same form as Exhibit H.

"Security Documents" means, collectively, the Mortgages, Security Agreement, the Intercreditor Agreement, and any and all other instruments, documents or agreements, including Account Control Agreements, now or hereafter executed by any Credit Party or any other Person to secure the Secured Obligations.

"SOFR" means, with respect to any Business Day, a rate per annum equal to the secured overnight financing rate for such Business Day published by the SOFR Administrator on the SOFR Administrator's Website at approximately 8:00 a.m. (New York City time) on the immediately succeeding Business Day.

"SOFR Administrator" means the NYFRB (or a successor administrator of the secured overnight financing rate).

"SOFR Administrator's Website" means the NYFRB's Website, currently at http://www.newyorkfed.org, or any successor source for the secured overnight financing rate identified as such by the SOFR Administrator from time to time.

"Solvent" means, as to any Person, on the date of any determination (a) the fair value of the Property of such Person is greater than the total amount of debts and other liabilities (including without limitation, contingent liabilities) of such Person, (b) the present fair salable value of the assets of such Person is not less than the amount that will be required to pay the probable liability of such Person on its debts and other liabilities (including, without limitation, contingent liabilities) as they become absolute and matured, (c) such Person is able to realize upon its assets and pay its debts and other liabilities (including, without limitation, contingent liabilities) as they mature in the normal course of business, (d) such Person does not intend to, and does not believe that it will, incur debts or liabilities (including, without limitation, contingent liabilities) beyond such Person's ability to pay as such debts and liabilities mature, (e) such Person is not engaged in, and is not about to engage in, business or a transaction for which such Person's Property would constitute unreasonably small capital, and (f) such Person has not transferred, concealed or removed any Property with intent to hinder, delay or defraud any creditor of such Person.

"Specified Account Debtor" means each of EOG Resources and Chevron; provided, that EOG Resources and Chevron shall constitute "Specified Account Debtors" only so long as their respective securities are rated BBB- or better by S&P and Baa3 or better by Moody's.

"Standby Letter of Credit Exposure" means, at any time, the sum of (a) the aggregate undrawn amount of all outstanding standby Letters of Credit plus (b) the aggregate amount of all Letter of Credit Disbursements relating to standby Letters of Credit that have not yet been reimbursed by or on behalf of the Borrower. The Standby Letter of Credit Exposure of any Lender at any time shall be such Lender's Pro Rata Share of the aggregate Standby Letter of Credit Exposure at such time.

"Statutory Reserve Rate" means a fraction (expressed as a decimal), the numerator of which is the number one and the denominator of which is the number one minus the aggregate of the maximum reserve percentage (including any marginal, special, emergency or supplemental reserves) expressed as a decimal established by the Federal Reserve Board to which the Administrative Agent is subject with respect to the Adjusted LIBO Rate, for eurocurrency funding (currently referred to as "Eurocurrency Liabilities" in Regulation D). Such reserve percentage shall include those imposed pursuant to Regulation D. Eurodollar Loans shall be deemed to constitute eurocurrency funding and to be subject to such reserve requirements without benefit of or credit for proration, exemptions or offsets that may be available from time to time to any Lender under Regulation D or any comparable regulation. The Statutory Reserve Rate shall be adjusted automatically on and as of the effective date of any change in any reserve percentage.

"Subject Lender" has the meaning set forth in Section 2.13.

"Subsidiary" means, with respect to any Person (the "holder") at any date, any corporation, limited liability company, partnership, association or other entity the accounts of which would be consolidated with those of the holder in the holder's consolidated financial statements if such financial statements were prepared in accordance with GAAP as of such date, as well as any other corporation, limited liability company, partnership, association or other entity, a majority of whose outstanding Voting Securities shall at any time be owned by the holder or one more Subsidiaries of the holder. Unless expressly provided otherwise, all references herein and in any other Credit Document to any "Subsidiary" or "Subsidiaries" means a Subsidiary or Subsidiaries of the Borrower.

"Supported QFC" has the meaning set forth in Section 9.25.

"Swap Counterparty" means a Lender or an Affiliate of a Lender that has entered into a Hedging Arrangement with a Credit Party as permitted by the terms of this Agreement.

"Swap Obligation" means, with respect to any Guarantor, any obligation to pay or perform under any agreement, contract or transaction that constitutes a "swap" within the meaning of section 1 a(47) of the Commodity Exchange Act.

"Tax Group" has the meaning set forth in Section 4.13.

"Taxes" means all present or future taxes, levies, imposts, duties, deductions, withholdings (including backup withholding), assessments, fees or other charges imposed by any Governmental Authority, including any interest, additions to tax or penalties applicable thereto.

"Termination Event" means (a) a Reportable Event with respect to a Plan, (b) the withdrawal of the Borrower or any member of the Controlled Group from a Plan during a plan year in which it was a "substantial employer" as defined in Section 4001(a)(2) of ERISA or a cessation of operations that is treated as a termination under Section 4062(e) of ERISA, (c) the filing of a notice of intent to terminate a Plan or

the treatment of a Plan amendment as a termination under Section 4041(c) of ERISA, (d) the institution of proceedings to terminate a Plan by the PBGC, (e) the occurrence of a nonexempt prohibited transaction (within the meaning of Section 4975 of the Code or Section 406 of ERISA) which could result in liability to the Borrower, (f) the imposition of any liability under Title IV of ERISA, other than for PBGC premiums due but not delinquent under Section 4007 of ERISA, upon the Borrower or any member of the Controlled Group, or (g) any other event or condition which constitutes grounds under Section 4042 of ERISA for the termination of, or the appointment of a trustee to administer, any Plan.

"Term SOFR" means, for the applicable Corresponding Tenor as of the applicable Reference Time, the forward-looking term rate based on SOFR that has been selected or recommended by the Relevant Governmental Body.

"Term SOFR Notice" means a notification by the Administrative Agent to the Lenders and the Borrower of the occurrence of a Term SOFR Transition Event.

"Term SOFR Transition Event" means the determination by the Administrative Agent that (a) Term SOFR has been recommended for use by the Relevant Governmental Body, (b) the administration of Term SOFR is administratively feasible for the Administrative Agent and (c) a Benchmark Transition Event has previously occurred resulting in a Benchmark Replacement in accordance with Section 2.16 that is not Term SOFR.

"Total Debt" means, at any date, the aggregate principal amount of all Funded Debt of the Borrower and its Subsidiaries at such date, determined on a consolidated basis.

"Total Leverage Ratio" means, at any date, the ratio of (a) Total Debt on such date to (b) consolidated EBITDA for the period of four (4) consecutive fiscal quarters ended on such date (or, if such date is not the last day of a fiscal quarter, ended on the last day of the fiscal quarter most recently ended prior to such date for which financials have been delivered pursuant to Section 5.2(a), Section 5.2(b) or Section 5.2(c)); provided that for the purposes of determining the ratio described above, EBITDA for the fiscal quarters ending September 30, 2020, December 31, 2020 and March 31, 2021 shall equal (i) EBITDA for the one fiscal quarter period ending September 30, 2020 multiplied by 4, (ii) EBITDA for the two fiscal quarter period ending December 31, 2020 multiplied by 2 and (iii) EBITDA for the three fiscal quarter period ending March 31, 2021 multiplied by 4/3, respectively.

"Transactions" means the execution, delivery and performance by the Borrower of this Agreement, the borrowing of Loans, the use of the proceeds thereof and the issuance of Letters of Credit hereunder.

"Type" has the meaning set forth in Section 1.4.

"UBS" means UBS AG, Stamford Branch.

"UCC" means the Uniform Commercial Code, as in effect in the State of New York, as the same may be amended from time to time.

"UK Financial Institutions" means any BRRD Undertaking (as such term is defined under the PRA Rulebook (as amended form time to time) promulgated by the United Kingdom Prudential Regulation Authority) or any person falling within IFPRU 11.6 of the FCA Handbook (as amended from time to time) promulgated by the United Kingdom Financial Conduct Authority, which includes certain credit institutions and investment firms, and certain affiliates of such credit institutions or investment firms.

"UK Resolution Authority" means the Bank of England or any other public administrative authority having responsibility for the resolution of any UK Financial Institution.

"Unadjusted Benchmark Replacement" means the applicable Benchmark Replacement excluding the related Benchmark Replacement Adjustment.

"Unfinanced Capital Expenditures" means, for any period, Capital Expenditures made during such period which are not financed (a) with the proceeds of any Debt (other than the Loans), (b) with the proceeds of (i) the sale, trade, exchange or other disposition of any asset or (ii) any Casualty Event, (c) with the proceeds from the issuance of Equity Interests by the Borrower, (d) as a part of an Investment permitted by Section 6.3 or an Acquisition permitted by Section 6.4, including any portion of the purchase price thereof that is classified as a fixed or capital asset on the consolidated balance sheet of the Borrower prepared in accordance with GAAP or (e) with any combination of the foregoing

"Unfunded Loans" has the meaning set forth in Section 2.11(a).

"Unused Commitment" means, at any time and with respect to any Lender, the difference between the amount of such Lender's Commitment and the amount of such Lender's Revolving Credit Exposure at such time.

"U.S. Person" means a "United States person" within the meaning of Section 7701(a)(30) of the Code.

"U.S. Special Resolution Regime" has the meaning set forth in Section 9.25.

"U.S. Tax Compliance Certificate" has the meaning set forth in Section 2.12(f)(ii)(B)(3).

"Voting Securities" means (a) with respect to any corporation, capital stock of the corporation having general voting power under ordinary circumstances to elect directors of such corporation (irrespective of whether at the time stock of any other class or classes shall have or might have special voting power or rights by reason of the happening of any contingency), (b) with respect to any partnership, any partnership interest or other ownership interest having general voting power to elect the general partner or other management of the partnership or other Person, and (c) with respect to any limited liability company, membership certificates or interests having general voting power under ordinary circumstances to elect managers of such limited liability company.

"Withholding Agent" means any Credit Party and the Administrative Agent.

"Write-Down and Conversion Powers" means, (a) with respect to any EEA Resolution Authority, the write-down and conversion powers of such EEA Resolution Authority from time to time under the Bail-In Legislation for the applicable EEA Member Country, which write-down and conversion powers are described in the EU Bail-In Legislation Schedule, and (b) with respect to the United Kingdom, any powers of the applicable Resolution Authority under the Bail-In Legislation to cancel, reduce, modify or change the form of a liability of any UK Financial Institution or any contract or instrument under which that liability arises, to convert all or part of that liability into shares, securities or obligations of that person or any other person, to provide that any such contract or instrument is to have effect as if a right had been exercised under it or to suspend any obligation in respect of that liability or any of the powers under that Bail-In Legislation that are related to or ancillary to any of those powers.

Section 1.2. Computation of Time Periods. In this Agreement in the computation of periods of time from a specified date to a later specified date, the word "from" means "from and including" and the words "to" and "until" each means "to but excluding".

Section 1.3. Accounting Terms; Changes in GAAP.

(a) All accounting terms not specifically defined in this Agreement shall be construed in accordance with GAAP applied on a consistent basis with those applied in the preparation of the Initial Financial Statements.

(b) Unless otherwise indicated, all financial statements of the Borrower, all calculations for compliance with covenants in this Agreement, all determinations of the Applicable Margin, and all calculations of any amounts to be calculated under the definitions in Section 1.1 shall be based upon the consolidated accounts of the Borrower and its Subsidiaries in accordance with GAAP and consistent with the principles of consolidation applied in preparing the Initial Financial Statements.

(c) If at any time any change in GAAP would affect the computation of any financial ratio or requirement set forth in any Credit Document, and either the Borrower or the Required Lenders shall so request, the Administrative Agent, the Lenders and the Borrower shall negotiate in good faith to amend such ratio or requirement to preserve the original intent thereof in light of such change in GAAP (subject to the approval of the Required Lenders); provided that, until so amended, (i) such ratio or requirement shall continue to be computed in accordance with GAAP prior to such change therein and (ii) the Borrower shall provide to the Administrative Agent and the Lenders financial statements and other documents required under this Agreement or as reasonably requested hereunder setting forth a reconciliation between calculations of such ratio or requirement made before and after giving effect to such change in GAAP.

(d) Notwithstanding any other provision contained herein, all terms of an accounting or financial nature used herein shall be construed, and all computations of amounts and ratios referred to herein shall be made (i) without giving effect to any election under Accounting Standards Codification 825-10-25 (or any other Accounting Standards Codification or Financial Accounting Standard having a similar result or effect) to value any Debt or other liabilities of the Borrower or any Subsidiary at "fair value", as defined therein, (ii) without giving effect to any treatment of Debt in respect of convertible debt instruments under Accounting Standards Codification 470-20 (or any other Accounting Standards Codification or Financial Accounting Standard having a similar result or effect) to value any such Debt in a reduced or bifurcated manner as described therein, and such Debt shall at all times be valued at the full stated principal amount thereof and (iii) in a manner such that any obligations relating to a lease that was accounted for by a Person as an operating lease as of December 31, 2018 in accordance with GAAP and any similar lease entered into after December 31, 2018 by such Person shall be accounted for as obligations relating to an operating lease and not as a Capital Lease; provided that, notwithstanding the foregoing, all financial statements of the Credit Parties with respect to operating leases shall be calculated as required by and in accordance with GAAP.

Section 1.4. Types of Loans. Loans are distinguished by "Type". The "Type" of a Loan refers to the determination of whether such Loan is an ABR Loan or a Eurodollar Loan.

Section 1.5. Miscellaneous. Article, Section, Schedule, and Exhibit references are to this Agreement, unless otherwise specified. All references to instruments, documents, contracts, and agreements (including this Agreement) are references to such instruments, documents, contracts, and agreements as the same may be amended, supplemented, and otherwise modified from time to time, unless otherwise specified and shall include all schedules and exhibits thereto unless otherwise specified. Any reference herein to any law shall be construed as referring to such law as amended, modified, codified or reenacted, in whole or in

part, and in effect from time to time. Any reference herein to any Person shall be construed to include such Person's successors and assigns (subject to the restrictions contained herein). The words "hereof", "herein", and "hereunder" and words of similar import when used in this Agreement shall refer to this Agreement as a whole and not to any particular provision of this Agreement. The term "including" means "including, without limitation,". Paragraph headings have been inserted in this Agreement as a matter of convenience for reference only and it is agreed that such paragraph headings are not a part of this Agreement and shall not be used in the interpretation of any provision of this Agreement. Terms defined in the UCC which are not otherwise defined in this Agreement or in any other Credit Document, as applicable, are used herein and/or therein as defined in the UCC.

Section 1.6. Divisions. For all purposes under the Credit Documents, in connection with any division or plan of division under Delaware law (or any comparable event under a different jurisdiction's laws): (a) if any asset, right, obligation or liability of any Person becomes the asset, right, obligation or liability of a different Person, then it shall be deemed to have been transferred from the original Person to the subsequent Person, and (b) if any new Person comes into existence, such new Person shall be deemed to have been organized and acquired on the first date of its existence by the holders of its Equity Interests at such time.

ARTICLE 2

CREDIT FACILITIES

Section 2.1. Commitments.

(a) Commitment. Each Lender severally agrees, subject to the terms and conditions set forth in this Agreement, to make Loans in Dollars to the Borrower from time to time on any Business Day during the period from the Effective Date until the Maturity Date, in an aggregate amount not to exceed such Lender's Commitment; provided that (i) after giving effect to such Loans, the sum of the aggregate outstanding amount of all Loans plus the Letter of Credit Exposure shall not exceed the Facility Limit and (ii) the sum of the outstanding amount of Loans and Letter of Credit Exposure of each Lender shall not exceed such Lender's Pro Rata Share of the Facility Limit. Within the limits of the Facility Limit and subject to the terms and conditions set forth herein, the Borrower may from time to time borrow, prepay and reborrow Loans.

(b) Reduction of the Commitments. The Borrower shall have the right, upon at least three (3) Business Days' irrevocable notice (which notice shall specify such election and the effective date thereof) to the Administrative Agent, to terminate in whole or reduce in part the unused portion of the Commitments; provided that each partial reduction shall be in a minimum amount of $5,000,000 and in integral multiples of $1,000,000 in excess thereof. Any reduction or termination of the Commitments pursuant to this Section 2.1(b) shall be applied ratably to each Lender's Commitment and shall be permanent, with no obligation of the Lenders to reinstate such Commitments, and the applicable Commitment Fees shall thereafter be computed on the basis of the Commitments, as so reduced. Notwithstanding the foregoing, the Borrower may (subject to payment to the Lenders of any applicable amounts under Section 2.9 hereof) rescind or postpone any notice to terminate in whole the Commitments if such termination would have resulted from a refinancing of this Agreement, which refinancing shall not be consummated or shall otherwise be delayed.

(c) Revolving Notes. The indebtedness of the Borrower to each Lender resulting from Loans owing to such Lender shall be evidenced by a Revolving Note if so requested by such Lender.

Section 2.2. Letters of Credit.

(a) Commitment for Letters of Credit. Subject to the terms and conditions set forth in this Agreement, the Issuing Lenders agree in reliance upon the agreements of the other Lenders set forth in this Section 2.2, (i) that the Existing Letters of Credit shall be deemed issued under this Agreement on and after the Effective Date and shall constitute Letters of Credit for all purposes hereunder and under the Credit Documents and (ii) from time to time on any Business Day during the period from the Effective Date until the fifth Business Day prior to the Scheduled Maturity Date, to issue, increase or extend the expiration date of, Letters of Credit for the account of any Credit Party, provided that no Letter of Credit will be issued, increased, or extended:

(i) if such issuance, increase, or extension would cause the Letter of Credit Exposure to exceed the lesser of (A) the Letter of Credit Maximum Amount and (B) an amount equal to (1) the Facility Limit minus (2) the Aggregate Revolving Credit Exposure;

(ii) unless such Letter of Credit has an expiration date not later than the earlier of (A) one (1) year after its issuance or extension and (B) five (5) Business Days prior to the Scheduled Maturity Date; provided that, (1) if the Commitments are terminated in whole pursuant to Section 2.1(b), the Borrower shall either (y) deposit into the Cash Collateral Account cash in an amount equal to 105% of the Letter of Credit Exposure for the Letters of Credit which have an expiry date beyond the date the Commitments are terminated or (z) provide a replacement letter of credit (or other security) reasonably acceptable to the Administrative Agent and the applicable Issuing Lender in an amount equal to 105% of the Letter of Credit Exposure, and (2) any such Letter of Credit with a one-year tenor may expressly provide for the automatic extension thereof so long as the requirements in Section 2.2(b) are met;

(iii) unless such Letter of Credit is (A) a standby letter of credit not supporting the repayment of indebtedness for Borrowed Money of any Person, or (B) with the consent of the applicable Issuing Lender and so long as the Borrower has agreed to such additional fees which may apply, a commercial letter of credit;

(iv) unless such Letter of Credit is in form and substance acceptable to the applicable Issuing Lender in its reasonable discretion;

(v) unless the Borrower has delivered to the applicable Issuing Lender a completed and executed Letter of Credit Application; provided that, if the terms of any Letter of Credit Application conflicts with the terms of this Agreement, the terms of this Agreement shall control;

(vi) unless such Letter of Credit is governed by (A) with respect to Commercial Letters of Credit, the Uniform Customs and Practice for Documentary Credits (2007 Revision), International Chamber of Commerce Publication No. 600, or (B) with respect to Standby Letters of Credit, the International Standby Practices (ISP98), International Chamber of Commerce Publication No. 590, in either case, including any subsequent revisions thereof approved by a Congress of the International Chamber of Commerce and adhered to by the applicable Issuing Lender;

(vii) if any order, judgment or decree of any Governmental Authority or arbitrator shall by its terms purport to enjoin or restrain the applicable Issuing Lender from issuing such Letter of Credit, or any applicable requirement of law relating to such Issuing Lender or any request or directive (whether or not having the force of law) from any Governmental Authority with jurisdiction over such Issuing Lender shall prohibit, or request that such Issuing Lender refrain from, the issuance, increase or extension of letters of credit generally or such Letter of Credit in particular or shall impose upon such Issuing Lender with respect to such Letter of Credit any

restriction, reserve or capital requirement (for which such Issuing Lender is not otherwise compensated hereunder) not in effect on the Effective Date, or shall impose upon such Issuing Lender any unreimbursed loss, cost or expense which was not applicable on the Effective Date and which such Issuing Lender in good faith deems material to it;

(viii) if the issuance of such Letter of Credit would violate one or more policies of the applicable Issuing Lender applicable to letters of credit generally; provided that, notwithstanding anything herein to the contrary, (x) the Dodd-Frank Wall Street Reform and Consumer Protection Act and all requests, rules, guidelines, requirements or directives thereunder or issued in connection therewith or in the implementation thereof, and (y) all requests, rules, guidelines, requirements or directives promulgated by the Bank for International Settlements, the Basel Committee on Banking Supervision (or any successor or similar authority) or the United States or foreign regulatory authorities, in each case pursuant to Basel III, shall in each case be deemed not to be in effect on the Effective Date for purposes of clause (xi) below, regardless of the date enacted, adopted, issued or implemented;

(ix) if Letter of Credit is to be denominated in a currency other than Dollars;

(x) if any Lender is at such time a Defaulting Lender hereunder, unless the applicable Issuing Lender has entered into satisfactory arrangements with the Borrower or such Lender to eliminate such Issuing Lender's risk with respect to such Lender;

(xi) the proceeds of which would be made available to any Person (A) to fund any activity or business of or with any Sanctioned Person, or in any country or territory that, at the time of such funding, is the subject of any Sanctions or (B) in any manner that would result in a violation of any Sanctions by any party to this Agreement; or

(xii) if such Letter of Credit supports the obligations of any Person in respect of (A) a lease of real property, or (B) an employment contract, in each case, if the applicable Issuing Lender reasonably determines that the Borrower's obligation to reimburse any draws under such Letter of Credit may be limited.

Each Existing Letter of Credit, as of the Effective Date, shall be a Letter of Credit deemed to have been issued pursuant to the Commitments and shall constitute a portion of the Letter of Credit Exposure.

(b) Requesting Letters of Credit. Each Letter of Credit (other than the Existing Letters of Credit which are deemed issued hereunder) shall be issued pursuant to a Letter of Credit Application given by the Borrower to the Administrative Agent and the applicable Issuing Lender by electronic mail or other writing prior to 9:00 am, Chicago time, at least three (3) Business Days prior to the proposed date of issuance for the Letter of Credit. Each Letter of Credit Application shall be fully completed and shall specify the information required therein, including identifying the Letter of Credit to be amended, renewed or extended, and specifying the date of issuance, amendment, renewal or extension (which shall be a Business Day), the date on which such Letter of Credit is to expire (which shall comply with the requirements of this Section), the amount of such Letter of Credit, the name and address of the beneficiary thereof and such other information as shall be necessary to prepare, amend, renew or extend such Letter of Credit. If requested by such Issuing Lender, the Borrower also shall submit a Letter of Credit Application on such Issuing Lender's standard form in connection with any request for a Letter of Credit. Each Letter of Credit Application shall be irrevocable and binding on the Borrower. Subject to the terms and conditions hereof, such Issuing Lender shall before 2:00 p.m. (Chicago, Illinois time) on the date of such Letter of Credit Application issue such Letter of Credit to the beneficiary of such Letter of Credit. Notwithstanding the foregoing or anything to the contrary contained herein, UBS shall not be obligated to issue any commercial Letter of Credit and no

Issuing Lender shall be obligated to issue or modify any Letter of Credit if, immediately after giving effect thereto, the outstanding Letter of Credit Exposure in respect of all Letters of Credit issued by such Person and its Affiliates would exceed such Issuing Lender's Issuing Lender Sublimit; provided that any Issuing Lender may agree in its sole discretion and in writing to issue, amend, renew or extend a Letter of Credit in excess of its Issuing Lender Sublimit; provided, further that, for the avoidance of doubt, (i) any such agreement shall not be deemed to increase such Issuing Lender's Issuing Lender Sublimit and shall be made on a case-by-case basis without any consideration to previous agreements pursuant to the first proviso of this sentence with respect to the applicable Letter of Credit (in the case of an amendment, renewal or extension) or otherwise, (ii) no Lender's Revolving Credit Exposure shall exceed its Commitment, (iii) the Aggregate Revolving Credit Exposure shall not exceed the Aggregate Commitments and (iv) the Letter of Credit Exposure shall not exceed the Letter of Credit Maximum Amount. Any Letter of Credit so issued by an Issuing Lender in excess of its individual Issuing Lender Sublimit then in effect shall nonetheless constitute a Letter of Credit for all purposes of this Agreement, and shall not affect the Issuing Lender Sublimit of any other Issuing Lender, subject to the limitations on the aggregate Letter of Credit Exposure set forth in Section 2.2(a)(i). If the Borrower so requests in any applicable Letter of Credit Application, the Issuing Lender may, in its sole and absolute discretion, agree to issue a Letter of Credit that has automatic extension provisions (each, an "Auto-Extension Letter of Credit"), it being understood that such discretion has been so exercised with respect to the Existing Letters of Credit; *provided* that any such Auto-Extension Letter of Credit must permit such Issuing Lender to prevent any such extension at least once in each 12-month period (commencing with the date of issuance of such Letter of Credit) by giving prior notice to the beneficiary thereof not later than a day (the "Non-Extension Notice Date") in each such 12-month period to be agreed upon at the time such Letter of Credit is issued. Unless otherwise directed by the Issuing Lender, the Borrower shall not be required to make a specific request to the Issuing Lender for any such extension. Once an Auto-Extension Letter of Credit has been issued, the Lenders shall be deemed to have authorized (but may not require) the Issuing Lender to permit the extension of such Letter of Credit at any time to an expiry date not later than the fifth Business Day prior to the Scheduled Maturity Date; provided, however, that the Issuing Lender shall not permit any such extension if (i) the Issuing Lender has determined that it would not be permitted, or would have no obligation, at such time to issue such Letter of Credit in its revised form (as extended) under the terms hereof (by reason of the provisions of clause Section 2.2(a), Section 3.2 or otherwise), or (ii) it has received notice (which may be by telephone or in writing) on or before the day that is five Business Days before the Non-Extension Notice Date (A) from the Administrative Agent that the Required Lenders have elected not to permit such extension or (B) from the Administrative Agent, any Lender or the Borrower that one or more of the applicable conditions specified in Section 3.2 are not then satisfied.

(c) Reimbursements for Letters of Credit; Funding of Participations.

(i) If an Issuing Lender shall make any Letter of Credit Disbursement in respect of a Letter of Credit, the Borrower shall reimburse such Letter of Credit Disbursement by paying to the Administrative Agent an amount equal to such Letter of Credit Disbursement (x) not later than 11:00 a.m., Chicago time, on the date that such Letter of Credit Disbursement is made, if the Borrower shall have received notice of such Letter of Credit Disbursement prior to 9:00 a.m., Chicago time, on such date, or, (y) if such notice has not been received by the Borrower prior to such time on such date, then not later than 11:00 a.m., Chicago time, on (A) the Business Day that the Borrower receives such notice, if such notice is received prior to 9:00 a.m., Chicago time, on the day of receipt, or (B) the Business Day immediately following the day that the Borrower receives such notice, if such notice is not received prior to such time, on the day of receipt. Upon the applicable Issuing Lender's demand for payment under the terms of a Letter of Credit Application, the Borrower may, with a written notice, request that the Borrower's obligations to such Issuing Lender thereunder be satisfied with the proceeds of an ABR Loan in the same amount

(notwithstanding any minimum size or increment limitations on individual Loans). If the Borrower does not make such request and does not otherwise make the payments demanded by such Issuing Lender as required under this Agreement or the Letter of Credit Application, then the Borrower shall be deemed for all purposes of this Agreement to have requested such a Loan in the same amount and the transfer of the proceeds thereof to satisfy the Borrower's obligations to such Issuing Lender, and the Borrower hereby unconditionally and irrevocably authorizes, empowers, and directs the Lenders to make such Loan, to transfer the proceeds thereof to such Issuing Lender in satisfaction of such obligations, and to record and otherwise treat such payments as a Loan to the Borrower. The Administrative Agent and each Lender may record and otherwise treat the making of such Revolving Borrowings as the making of a Revolving Borrowing to the Borrower under this Agreement as if requested by the Borrower. Nothing herein is intended to release any of the Borrower's obligations under any Letter of Credit Application, but only to provide an additional method of payment therefor. The making of any Revolving Borrowing under this Section 2.2(c) shall not constitute a cure or waiver of any Default, other than the payment Default which is satisfied by the application of the amounts deemed advanced hereunder, caused by the Borrower's failure to comply with the provisions of this Agreement or the Letter of Credit Application.

(ii) Each Lender (including the Lenders acting as Issuing Lenders) shall, upon notice from the Administrative Agent that the Borrower has requested or is deemed to have requested a Loan pursuant to Section 2.2(c)(i) and regardless of whether (A) the conditions in Section 3.2 have been met, (B) such notice complies with Section 2.3(b), or (C) a Default exists, make funds available to the Administrative Agent for the account of the applicable Issuing Lender in an amount equal to such Lender's Pro Rata Share of the amount of such Loan not later than 11:00 a.m., Chicago, Illinois time, on the Business Day specified in such notice by the Administrative Agent, whereupon each Lender that so makes funds available shall be deemed to have made a Loan to the Borrower in such amount. The Administrative Agent shall remit the funds so received to such Issuing Lender.

(iii) If any such Lender shall not have so made its Loan available to the Administrative Agent pursuant to this Section 2.2. such Lender agrees to pay interest thereon for each day from such date until the date such amount is paid at the lesser of (A) the Federal Funds Effective Rate for such day for the first three days and thereafter the interest rate applicable to the Loan and (B) the Maximum Rate. Whenever, at any time after the Administrative Agent has received from any Lender such Lender's Loan, the Administrative Agent receives any payment on account thereof, the Administrative Agent will pay to such Lender its participating interest in such amount (appropriately adjusted, in the case of interest payments, to reflect the period of time during which such Lender's Loan was outstanding and funded), which payment shall be subject to repayment by such Lender if such payment received by the Administrative Agent is required to be returned. Each Lender's obligation to make the Loan pursuant to this Section 2.2 shall be absolute and unconditional and shall not be affected by any circumstance, including (1) any set-off, counterclaim, recoupment, defense or other right which such Lender or any other Person may have against any Issuing Lender, the Administrative Agent or any other Person for any reason whatsoever; (2) the occurrence or continuance of a Default or the termination of the Commitments; (3) any breach of this Agreement or any representation or warranty herein by any Credit Party or any other Lender; or (4) any other circumstance, happening or event whatsoever, whether or not similar to any of the foregoing.

(d) Participations. Upon the date of the issuance or increase of a Letter of Credit, the applicable Issuing Lender shall be deemed to have sold to each other Lender and each other Lender shall have been deemed to have purchased from such Issuing Lender a participation in the related Letter of Credit Obligations equal to such Lender's Pro Rata Share at such date and such sale and purchase shall otherwise

be in accordance with the terms of this Agreement. The applicable Issuing Lender shall promptly notify each such participant Lender by electronic mail or telephone of each Letter of Credit issued or increased and the actual dollar amount of such Lender's participation in such Letter of Credit.

(e) Obligations Unconditional. The obligations of the Borrower under this Agreement in respect of each Letter of Credit shall be unconditional and irrevocable, and shall be paid strictly in accordance with the terms of this Agreement under all circumstances, notwithstanding the following circumstances:

(i) any lack of validity or enforceability of any Letter of Credit Documents or this Agreement, or any term or provision therein or herein;

(ii) any amendment or waiver of or any consent to departure from any Letter of Credit Documents;

(iii) the existence of any claim, set-off, defense or other right which any Credit Party may have at any time against any beneficiary or transferee of such Letter of Credit (or any Persons for whom any such beneficiary or any such transferee may be acting), any Issuing Lender, any Lender or any other person or entity, whether in connection with this Agreement, the transactions contemplated in this Agreement or in any Letter of Credit Documents or any unrelated transaction;

(iv) any statement or any other document presented under such Letter of Credit proving to be forged, fraudulent, invalid or insufficient in any respect or any statement therein being untrue or inaccurate in any respect to the extent any Issuing Lender would not be liable therefor pursuant to Section 2.2(g);

(v) payment by any Issuing Lender under such Letter of Credit against presentation of a draft or certificate which does not comply with the terms of such Letter of Credit; or

(vi) any other event or circumstance whatsoever, whether or not similar to any of the foregoing, that might, but for the provisions of this Section 2.2(e), constitute a legal or equitable discharge of, or provide a right of setoff against, the Borrower's obligations hereunder;

provided, however, that nothing contained in this paragraph (e) shall be deemed to constitute a waiver of any remedies of the Borrower in connection with the Letters of Credit.

(f) Payments in respect of Letters of Credit. In the event that any Letter of Credit shall be outstanding or shall be drawn and not reimbursed on or prior to the fifth Business Day prior to the Scheduled Maturity Date, the Borrower shall pay to the Administrative Agent an amount equal to 105% of the Letter of Credit Exposure allocable to such Letter of Credit, such amount to be due and payable on the fifth Business Day prior to the Scheduled Maturity Date, and to be held in the Cash Collateral Account and applied in accordance with paragraph (h) below.

(g) Liability of Issuing Lenders. The Borrower assumes all risks of the acts or omissions of any beneficiary or transferee of any Letter of Credit with respect to its use of such Letter of Credit. None of the Administrative Agent, the Lenders, nor any Issuing Lender nor any of their Related Parties shall have any liability or responsibility by reason of or in connection with:

(i) the issuance or transfer of any Letter of Credit or any payment or failure to make any payment thereunder (irrespective of any of the circumstances referred to in the preceding sentence) any error, omission, interruption, loss or delay in transmission or delivery of any draft,

notice or other communication under or relating to any Letter of Credit (including any document required to make a drawing thereunder);

(ii) any error in interpretation of technical terms or any consequence arising from causes beyond the control of any Issuing Lender;

(iii) the use which may be made of any Letter of Credit or any acts or omissions of any beneficiary or transferee in connection therewith;

(iv) the validity, sufficiency or genuineness of documents, or of any endorsement thereon, even if such documents should prove to be in any or all respects invalid, insufficient, fraudulent or forged (including, for the avoidance of doubt, in connection with the Administrative Agent's reliance on any Electronic Signature transmitted by telecopy, emailed pdf. or any other electronic means that reproduces an image of an actual executed signature page);

(v) payment by any Issuing Lender against presentation of documents which do not comply with the terms of a Letter of Credit, including failure of any documents to bear any reference or adequate reference to the relevant Letter of Credit; or

(vi) any other circumstances whatsoever in making or failing to make payment under any Letter of Credit (including any Issuing Lender's own negligence),

except that the Borrower shall have a claim against an Issuing Lender, and such Issuing Lender shall be liable to, and shall promptly pay to, the Borrower, to the extent of any direct, as opposed to consequential, damages suffered by the Borrower which the Borrower proves were caused by (A) such Issuing Lender's willful misconduct or gross negligence in determining whether documents presented under a Letter of Credit comply with the terms of such Letter of Credit or (B) such Issuing Lender's willful failure to make lawful payment under any Letter of Credit after the presentation to it of a draft and certificate strictly complying with the terms and conditions of such Letter of Credit. The parties hereto expressly agree that, in the absence of gross negligence or willful misconduct on the part of an Issuing Lender (as finally determined by a court of competent jurisdiction), such Issuing Lender shall be deemed to have exercised care in each such determination. In furtherance and not in limitation of the foregoing, such Issuing Lender may either accept and make payment upon documents that appear on their face to be in substantial compliance with the terms of a Letter of Credit, without responsibility for further investigation, regardless of any notice or information to the contrary, or refuse to accept and make payment upon such documents if such documents are not in strict compliance with the terms of such Letter of Credit.

(h) Cash Collateral Account; Eligible Cash Account.

(i) If the Borrower is required to deposit funds in the Cash Collateral Account pursuant to Sections 2.2(a)(ii), 2.2(f), 2.2(h)(iv), 2.2(i), 2.4(c), 2.14, or 7.2(b) or any other provision under this Agreement, then the Borrower and the Administrative Agent shall, to the extent not already established, establish the Cash Collateral Account and the Borrower shall execute any documents and agreements, including the Administrative Agent's standard form assignment of deposit accounts, that the Administrative Agent requests in connection therewith to establish the Cash Collateral Account and grant the Administrative Agent an Acceptable Security Interest in such account and the funds therein. The Borrower hereby pledges to the Administrative Agent and grants the Administrative Agent a security interest in the Cash Collateral Account, whenever established, all funds held in the Cash Collateral Account from time to time, and all proceeds thereof as security for the payment of the Secured Obligations.

(ii) Funds held in the Cash Collateral Account shall be held as cash collateral for obligations with respect to Letters of Credit and promptly applied by the Administrative Agent at the request of the Issuing Lenders to any reimbursement or other obligations under Letters of Credit that exist or occur. To the extent that any surplus funds are held in the Cash Collateral Account above the Letter of Credit Exposure during the existence of an Event of Default the Administrative Agent may (A) hold such surplus funds in the Cash Collateral Account as cash collateral for the Secured Obligations or (B) apply such surplus funds to any Secured Obligations in any manner directed by the Required Lenders. If no Default exists, the Administrative Agent shall release any surplus funds held in the Cash Collateral Account above the Letter of Credit Exposure to the Borrower at the Borrower's written request.

(iii) Funds held in the Cash Collateral Account may be invested in Liquid Investments maintained with, and under the sole dominion and control of, the Administrative Agent or in another investment if mutually agreed upon by the Borrower and the Administrative Agent, but the Administrative Agent shall have no obligation to make any investment of the funds therein. The Administrative Agent shall exercise reasonable care in the custody and preservation of any funds held in the Cash Collateral Account and shall be deemed to have exercised such care if such funds are accorded treatment substantially equivalent to that which the Administrative Agent accords its own property, it being understood that the Administrative Agent shall not have any responsibility for taking any necessary steps to preserve rights against any parties with respect to any such funds.

(iv) If any Event of Default shall occur and be continuing, on the Business Day that the Borrower receives notice from the Administrative Agent or the Required Lenders (or, if the maturity of the Loans has been accelerated, the Required Lenders) demanding the deposit of cash collateral pursuant to this paragraph, the Borrower shall (A) to the extent not already established, establish a Deposit Account with the Administrative Agent, in the name of the Administrative Agent and for the benefit of the Lenders (the "Cash Collateral Account"), (B) execute any documents and agreements, including the Administrative Agent's standard form assignment of deposit accounts, that the Administrative Agent requests in connection therewith to establish the Cash Collateral Account and grant the Administrative Agent an Acceptable Security Interest in such account and the funds therein including and (C) deposit into the Cash Collateral Account an amount in cash equal to 105% of the amount of the Letter of Credit Exposure as of such date plus accrued and unpaid interest thereon; provided that the obligation to deposit such cash collateral shall become effective immediately and such deposit shall become immediately due and payable, without demand or other notice of any kind, upon the occurrence of any Event of Default with respect to the Borrower described in Section 7.1(g). Such deposit shall be held by the Administrative Agent as collateral for the payment and performance of the Secured Obligations. The Administrative Agent shall have exclusive dominion and control, including the exclusive right of withdrawal, over the Cash Collateral Account and the Borrower hereby grants the Administrative Agent a security interest in the Cash Collateral Account and all money or other assets on deposit therein or credited thereto. Other than any interest earned on the investment of such deposits, which investments shall be made at the option and sole discretion of the Administrative Agent and at the Borrower's risk and expense, such deposits shall not bear interest. Interest or profits, if any, on such investments shall accumulate in the Cash Collateral Account. Moneys in the Cash Collateral Account shall be applied by the Administrative Agent to reimburse one or both Issuing Lenders for Letter of Credit Disbursements for which it has not been reimbursed and, to the extent not so applied, shall be held for the satisfaction of the reimbursement obligations of the Borrower for the Letter of Credit Exposure at such time or, if the maturity of the Loans has been accelerated (but subject to the consent of the Required Lenders), be applied to satisfy other Secured Obligations. If the Borrower is required to provide an amount of cash collateral hereunder as a result of the

occurrence of an Event of Default, such amount (to the extent not applied as aforesaid) shall be returned to the Borrower within three (3) Business Days after all such Events of Default have been cured or waived as confirmed in writing by the Administrative Agent. The Administrative Agent shall exercise reasonable care in the custody and preservation of any funds held in the Cash Collateral Account and shall be deemed to have exercised such care if such funds are accorded treatment substantially equivalent to that which the Administrative Agent accords its own property, it being understood that the Administrative Agent shall not have any responsibility for taking any necessary steps to preserve rights against any parties with respect to any such fund.

(v) Notwithstanding the foregoing or anything to the contrary contained herein, so long as (A) no Default has occurred and is continuing and (B) Availability exceeds $1,000,000 for the immediately preceding twenty-eight (28) consecutive days, then subject to Borrower's delivery of a pro forma Borrowing Base Certificate, Borrower may request that Eligible Cash in an amount equal to the lowest amount by which Availability exceeded $1,000,000 in the immediately preceding twenty-eight (28) consecutive days be transferred to another Controlled Account of the Credit Parties that is not fully-blocked, it being understood that upon such transfer, Eligible Cash shall be reduced by the amount of such transferred cash. Upon such request, the Administrative Agent shall promptly transfer such cash as directed by the Borrower.

(i) Defaulting Lender. If, at any time, a Defaulting Lender exists hereunder, then, at the request of the Issuing Lenders, the Borrower shall, subject to Section 2.14(d), deposit funds with Administrative Agent into the Cash Collateral Account an amount equal to such Defaulting Lender's Pro Rata Share of the Letter of Credit Exposure.

(j) Letters of Credit Issued for Guarantors or any Subsidiary. Notwithstanding that a Letter of Credit issued or outstanding hereunder is in support of any obligations of, or is for the account of, a Guarantor or any Subsidiary, the Borrower shall be obligated to reimburse any Issuing Lender hereunder for any and all drawings under such Letter of Credit issued hereunder by any Issuing Lender. The Borrower hereby acknowledges that the issuance of Letters of Credit for the account of any Guarantor, the Borrower or any Subsidiary inures to the benefit of the Borrower, and that the Borrower's business (indirectly or directly) derives substantial benefits from the businesses of such other Persons.

(k) Disbursement Procedures. The applicable Issuing Lender shall, promptly following its receipt thereof, examine all documents purporting to represent a demand for payment under a Letter of Credit. Such Issuing Lender shall promptly notify the Administrative Agent and the Borrower by telephone (confirmed by facsimile) of such demand for payment and whether such Issuing Lender has made or will make an Letter of Credit Disbursement thereunder; provided that any failure to give or delay in giving such notice shall not relieve the Borrower of its obligation to reimburse such Issuing Lender and the Lenders with respect to any such Letter of Credit Disbursement.

(l) Interim Interest. If any Issuing Lender shall make any Letter of Credit Disbursement, then, unless the Borrower shall reimburse such Letter of Credit Disbursement in full on the date such Letter of Credit Disbursement is made, the unpaid amount thereof shall bear interest, for each day from and including the date such Letter of Credit Disbursement is made to but excluding the date that the Borrower reimburses such Letter of Credit Disbursement, at the rate per annum then applicable to ABR Loans and such interest shall be due and payable on the date when such reimbursement is payable; provided that, if the Borrower fails to reimburse such Letter of Credit Disbursement when due pursuant to Section 2.2(c), then Section 2.7(d) shall apply. Interest accrued pursuant to this paragraph shall be for the account of such Issuing Lender, except that interest accrued on and after the date of payment by any Lender pursuant to Section 2.2(c) to reimburse such Issuing Lender shall be for the account of such Lender to the extent of such payment.

Section 2.3. Loans.

(a) Generally.

(i) Each Loan shall be made as part of a Revolving Borrowing consisting of Loans made by the Lenders ratably in accordance with their respective Commitments. The failure of any Lender to make any Loan required to be made by it shall not relieve any other Lender of its obligations hereunder; provided that the Commitments of the Lenders are several and no Lender shall be responsible for any other Lender's failure to make Loans as required.

(ii) Subject to Section 2.16, each Revolving Borrowing shall be comprised entirely of ABR Loans or Eurodollar Loans as the Borrower may request in accordance herewith. Each Lender at its option may make any Eurodollar Loan by causing any domestic or foreign branch or Affiliate of such Lender to make such Loan; provided that any exercise of such option shall not affect the obligation of the Borrower to repay such Loan in accordance with the terms of this Agreement.

(iii) Each Revolving Borrowing shall (i) if comprised of ABR Loans be in an aggregate amount not less than $500,000 and in integral multiples of $50,000 in excess thereof; provided that an ABR Revolving Borrowing may be in an aggregate amount that is equal to the entire unused balance of the Facility Limit or that is required to finance the reimbursement of an Letter of Credit Disbursement as contemplated by Section 2.2(c)(i), (ii) at the commencement of each Interest Period for any Eurodollar Revolving Borrowing, if comprised of Eurodollar Loans be in an aggregate amount not less than $1,000,000 and in integral multiples of $500,000 in excess thereof, and (iii) consist of Loans of the same Type made on the same day by the Lenders ratably according to their respective Commitments. Revolving Borrowings of more than one Type may be outstanding at the same time; provided that there shall not at any time be more than a total of seven (7) Eurodollar Revolving Borrowings outstanding.

(iv) Notwithstanding any other provision of this Agreement, the Borrower shall not be entitled to request, or to elect to convert or continue, any Revolving Borrowing if the Interest Period requested with respect thereto would end after the Maturity Date.

(b) Notice. Each Revolving Borrowing, shall be made pursuant to the applicable Notice of Borrowing submitted by the Borrower to the Administrative Agent not later than (i) 10:00 a.m. (Chicago, Illinois time) on the third Business Day before the date of the proposed Revolving Borrowing, in the case of a Eurodollar Loan or (ii) 10:00 a.m. (Chicago, Illinois time) on the Business Day on the date of the proposed Revolving Borrowing, in the case of a ABR Loan, by the Borrower to the Administrative Agent, which shall give to each Lender prompt notice of such proposed Revolving Borrowing, by electronic mail. Each Notice of Borrowing shall be submitted by electronic mail, specifying (A) the requested date of such Revolving Borrowing, which shall be a Business Day, (B) the requested Type of Loans comprising such Revolving Borrowing, (C) the aggregate amount of such Revolving Borrowing and (D) if such Revolving Borrowing is to be comprised of Eurodollar Loans, the requested Interest Period to be applicable to each such Loan, which shall be a period contemplated by the definition of the term "Interest Period". Each Lender shall, before 12:00 p.m. (Chicago, Illinois time) on the date of such Revolving Borrowing (or, in the case of Revolving Borrowings on the Effective Date, 2:00 p.m. (Chicago, Illinois time)), make available for the account of its applicable Lending Office to the Administrative Agent at its address referred to in Section 9.9 or such other location as the Administrative Agent may specify by notice to the Lenders, solely by wire transfer of immediately available funds, such Lender's Pro Rata Share of such Revolving Borrowing. After the Administrative Agent's receipt of such funds and upon fulfillment of the applicable conditions set forth in Article 3, except in respect of the provisions of this Agreement covering the reimbursement of Letters of Credit, the Administrative Agent will make such Loans available to the

Borrower by promptly crediting the funds so received in the aforesaid account of the Administrative Agent to an account of the Borrower maintained with the Administrative Agent in Houston, Texas and designated by the Borrower in the applicable Notice of Borrowing; provided that ABR Loans made to finance the reimbursement of an Letter of Credit Disbursement as provided in Section 2.2(c) shall be remitted by the Administrative Agent to the applicable Issuing Lender.

(c) Conversions and Continuations. In order to elect to Convert or continue a Loan under this paragraph, the Borrower shall deliver an irrevocable Notice of Continuation or Conversion to the Administrative Agent at the Administrative Agent's office no later than 11:00 a.m. (Chicago, Illinois time) (i) on the Business Day before the date of the proposed conversion date in the case of a Conversion to a ABR Loan and (ii) at least three (3) Business Days in advance of the proposed Conversion or continuation date in the case of a Conversion to, or a continuation of, a Eurodollar Loan. Each such Notice of Continuation or Conversion shall be in writing or by electronic mail, specifying (A) the requested Conversion or continuation date (which shall be a Business Day), (B) the amount and Type of the Loan to be Converted or continued, (C) whether a Conversion or continuation is requested and, if a Conversion, into what Type of Loan, and (D) in the case of a Conversion to, or a continuation of, a Eurodollar Loan, the requested Interest Period. Promptly after receipt of a Notice of Continuation or Conversion under this paragraph, the Administrative Agent shall provide each Lender with a copy thereof and, in the case of a Conversion to or a continuation of a Eurodollar Loan, notify each Lender of the applicable interest rate under Section 2.7(b). The portion of Loans comprising part of the same Revolving Borrowing that are Converted to Loans of another Type shall constitute a new Revolving Borrowing. If the Borrower fails to deliver a timely Notice of Continuation or Conversion with respect to a Eurodollar Revolving Borrowing prior to the end of the Interest Period applicable thereto, then, unless such Revolving Borrowing is repaid as provided herein, at the end of such Interest Period such Revolving Borrowing shall be converted to an ABR Revolving Borrowing. Notwithstanding any contrary provision hereof, if an Event of Default has occurred and is continuing and the Administrative Agent, at the request of the Required Lenders, so notifies the Borrower, then, so long as an Event of Default is continuing (i) no outstanding Revolving Borrowing may be converted to or continued as a Eurodollar Revolving Borrowing and (ii) unless repaid, each Eurodollar Revolving Borrowing shall be converted to an ABR Revolving Borrowing at the end of the Interest Period applicable thereto.

(d) Certain Limitations. Notwithstanding anything in paragraphs (a) and (b) above,

(i) at no time shall there be more than seven (7) Interest Periods applicable to outstanding Eurodollar Loans;

(ii) the Borrower may not select Eurodollar Loans for any Revolving Borrowing at any time when an Event of Default has occurred and is continuing;

(iii) if any Lender shall notify the Administrative Agent that any Change in Law makes it unlawful, or that any central bank or other Governmental Authority asserts that it is unlawful, for such Lender or its applicable Lending Office to perform its obligations under this Agreement to make Eurodollar Loans or to fund or maintain Eurodollar Loans, (A) the obligation of such Lender to make such Eurodollar Loan as part of the requested Revolving Borrowing or for any subsequent Revolving Borrowing shall be suspended until such Lender shall notify the Borrower that the circumstances causing such suspension no longer exist and such Lender's portion of such requested Revolving Borrowing or any subsequent Revolving Borrowing of Eurodollar Loans shall be made in the form of a ABR Loan, and (B) such Lender agrees to use commercially reasonable efforts (consistent with its internal policies and legal and regulatory restrictions) to designate a different Lending Office if the making of such designation would avoid the effect of this paragraph and

would not, in the reasonable judgment of such Lender, be otherwise disadvantageous to such Lender;

(iv) if the Required Lenders shall notify the Administrative Agent that the LIBO Rate for Eurodollar Loans comprising such Revolving Borrowing will not adequately reflect the cost to such Lenders of making or funding their respective Eurodollar Loans, as the case may be, for such Revolving Borrowing, the right of the Borrower to select Eurodollar Loans for such Revolving Borrowing or for any subsequent Revolving Borrowing shall be suspended until the Administrative Agent shall notify the Borrower and the Lenders that the circumstances causing such suspension no longer exist, and each Loan comprising such Revolving Borrowing shall be an ABR Loan; and

(v) if the Borrower shall fail to select the duration or continuation of any Interest Period for any Eurodollar Loans in accordance with the provisions contained in the definition of Interest Period in Section 1.1 and paragraph (b) above, the Administrative Agent will forthwith so notify the Borrower and the Lenders and such Loans will be made available to the Borrower on the date of such Revolving Borrowing as Eurodollar Loans with an Interest Period duration of one month or, in the case of continuation of an existing Loan, Convert into ABR Loans.

(e) Notices Irrevocable. Each Notice of Borrowing and Notice of Continuation or Conversion delivered by the Borrower hereunder, including its deemed request for borrowing made under Section 2.2(c), shall be irrevocable and binding on the Borrower.

(f) Administrative Agent Reliance. Unless the Administrative Agent shall have received notice from a Lender prior to the proposed date of any Revolving Borrowing that such Lender will not make available to the Administrative Agent such Lender's share of such Revolving Borrowing, the Administrative Agent may assume that such Lender has made such share available on such date in accordance with this Section and may, in reliance upon such assumption, make available to the Borrower a corresponding amount. In such event, if a Lender has not in fact made its share of the applicable Revolving Borrowing available to the Administrative Agent, then the applicable Lender and the Borrower severally agree to pay to the Administrative Agent forthwith on demand such corresponding amount with interest thereon, for each day from and including the date such amount is made available to the Borrower to but excluding the date of payment to the Administrative Agent, at (i) in the case of such Lender, the greater of the NYFRB Rate and a rate determined by the Administrative Agent in accordance with banking industry rules on interbank compensation or (ii) in the case of the Borrower, the interest rate applicable to ABR Loans. If such Lender pays such amount to the Administrative Agent, then such amount shall constitute such Lender's Loan included in such Revolving Borrowing.

Section 2.4. Prepayments.

(a) Right to Prepay; Ratable Prepayment. The Borrower shall have no right to prepay any principal amount of any Loan except as provided in this Section 2.4 and all notices given pursuant to this Section 2.4 shall, except as provided in this Section 2.4, be irrevocable and binding upon the Borrower. Each payment of any Loan pursuant to this Section 2.4 shall be made in a manner such that all Loans comprising part of the same Revolving Borrowing are paid in whole or ratably in part other than Loans owing to a Defaulting Lender as provided in Section 2.14.

(b) Optional. The Borrower may elect to prepay any of the Loans without penalty or premium except as set forth in Section 2.9 and after giving by 10:00 a.m. (Chicago, Illinois time) (i) in the case of Eurodollar Loans, at least three Business Days' or (ii) in case of ABR Loans, one Business Day's prior written notice to the Administrative Agent stating the proposed date and aggregate principal amount of such prepayment. Each such notice shall be irrevocable and shall specify the prepayment date and the principal

amount of each Revolving Borrowing or portion thereof to be prepaid; provided that any such notice may be conditioned on a transaction from which the cash proceeds are to be applied to such prepayment. Notwithstanding the foregoing, the Borrower may (subject to payment to the Lenders of any applicable amounts under Section 2.9 hereof) rescind or postpone any notice to prepay any Loans if such repayment would have resulted from a refinancing of this Agreement, which refinancing shall not be consummated or shall otherwise be delayed. Promptly following receipt of any such notice relating to a Revolving Borrowing, the Administrative Agent shall advise the Lenders of the contents thereof. Each prepayment of a Revolving Borrowing shall be applied ratably to the Loans included in the prepaid Revolving Borrowing. Prepayments shall be accompanied by accrued interest to the extent required by Section 2.7 and any break funding payments required by Section 2.9. If any such notice is given, the Borrower shall prepay Loans comprising part of the same Revolving Borrowing in whole or ratably in part in an aggregate principal amount equal to the amount specified in such notice, together with accrued interest to the date of such prepayment on the principal amount prepaid and amounts, if any, required to be paid pursuant to Section 2.9 as a result of such prepayment being made on such date; provided that (A) each optional prepayment of Eurodollar Loans shall be in a minimum amount not less than $500,000 and in multiple integrals of $100,000 in excess thereof and (B) each optional prepayment of ABR Loans shall be in a minimum amount not less than $500,000 and in multiple integrals of $50,000 in excess thereof. Notwithstanding the foregoing, the Borrower may (subject to payment to the Lenders of any applicable amounts under Section 2.9 hereof) rescind or postpone any notice of prepayment under this Section 2.4(b) if such prepayment would have resulted from a refinancing of this Agreement, which refinancing shall not be consummated or shall otherwise be delayed.

(c) Mandatory.

(i) On any date that (A) the sum of the outstanding principal amount of all Loans plus the Letter of Credit Exposure exceeds (B) the Facility Limit, as notified to the Borrower by the Administrative Agent (with such calculation set forth in reasonable detail which shall be conclusive absent manifest error), the Borrower shall, within one (1) Business Day, to the extent of such excess, first prepay to the Lenders on a pro rata basis the outstanding principal amount of the Loans, and second make deposits into the Cash Collateral Account to provide cash collateral in the amount of such excess for the Letter of Credit Exposure.

(ii) If any Credit Party receives any Net Cash Proceeds in respect of any Prepayment Event, then the Borrower shall, no later than three (3) Business Days following the receipt thereof, apply (A) in respect of any sale, transfer or other disposition of ABL Priority Collateral or receipt of Net Cash Proceeds in connection with a Casualty Event involving ABL Priority Collateral, an amount equal to 100% of such Net Cash Proceeds first to prepay to the Lenders on a pro rata basis the outstanding principal amount of the Loans, and second to make deposits into the Cash Collateral Account to provide cash collateral up to the amount of such Letter of Credit Exposure and, in each case, if any such ABL Priority Collateral was included in the calculation of the Borrowing Base, the Borrower shall deliver a Borrowing Base Certificate including pro forma adjustments for such sale and/or Casualty Event concurrently with the making of any prepayment required by this Section 2.4(c)(ii) and (B) in respect of any other Prepayment Event, an amount equal to 100% of such Net Cash Proceeds that were not used to prepay the Exit Convertible Notes.

(iii) If the Borrower and its Subsidiaries have Excess Cash as of the end of the last Business Day of any calendar week, the Borrower shall prepay Revolving Borrowings on the immediately following Business Day, which prepayment shall be in an amount equal to the lesser of (i) the amount of such Excess Cash as of the end of such immediately preceding Business Day and (ii) the aggregate principal amount of Loans then outstanding. Each prepayment of Revolving Borrowings pursuant to this Section 2.4(c)(iii) shall be applied to Revolving Borrowings, first,

ratably to any ABR Loans then outstanding, and, second, to any Eurodollar Loans then outstanding, and if more than one Eurodollar Loan is then outstanding, to each such Eurodollar Loan in order of priority beginning with the Eurodollar Loan with the least number of days remaining in the Interest Period applicable thereto and ending with the Eurodollar Loan with the most number of days remaining in the Interest Period applicable thereto. Prepayments pursuant to this Section 2.4(c)(iii) shall be accompanied by break funding payments to the extent required by Section 2.9.

(d) Interest; Costs. Each prepayment pursuant to this Section 2.4 shall be accompanied by accrued interest on the amount prepaid to the date of such prepayment and amounts, if any, required to be paid pursuant to Section 2.9 as a result of such prepayment being made on such date.

Section 2.5. Repayment of Loans; Evidence of Debt.

(a) The Borrower hereby unconditionally promises to (i) pay to the Administrative Agent for the account of each Lender the then unpaid principal amount of each Loan on the Maturity Date and (ii) and the cash collateralize all outstanding Letters of Credit in an amount equal to 105% of the Letter of Credit Exposure for such Letters of Credit and subject to documentation reasonably satisfactory to the Issuing Lenders on the Maturity Date. Upon the Maturity Date of any of the Secured Obligations under this Agreement or any of the other Credit Documents, the Lenders shall be entitled to immediate payment and cash collateralization of such Secured Obligations.

(b) Each Lender shall maintain in accordance with its usual practice an account or accounts evidencing the indebtedness of the Borrower to such Lender resulting from each Loan made by such Lender, including the amounts of principal and interest payable and paid to such Lender from time to time hereunder.

(c) The Administrative Agent shall maintain accounts in which it shall record (i) the amount of each Loan made hereunder, the Type thereof and the Interest Period applicable thereto, (ii) the amount of any principal or interest due and payable or to become due and payable from the Borrower to each Lender hereunder and (iii) the amount of any sum received by the Administrative Agent hereunder for the account of the Lenders and each Lender's share thereof.

(d) The entries made in the accounts maintained pursuant to paragraph (b) or (c) of this Section 2.5 shall be *prima facie* evidence of the existence and amounts of the obligations recorded therein; provided that the failure of any Lender or the Administrative Agent to maintain such accounts or any error therein shall not in any manner affect the obligation of the Borrower to repay the Loans in accordance with the terms of this Agreement.

Section 2.6. Fees.

(a) Commitment Fees. The Borrower agrees to pay to the Administrative Agent for the account of each Lender a facility fee, which shall accrue at the rate of 0.50% *per annum* on the daily amount of the aggregate Unused Commitment of each Lender (determined for each calendar month as of the end of each such calendar month) during the period from and including the Effective Date to but excluding the date on which such Commitment terminates; provided that, if such Lender continues to have any Revolving Credit Exposure after its Commitment terminates, then such facility fee shall continue to accrue on the daily amount of such Lender's Revolving Credit Exposure from and including the date on which its Commitment terminates to but excluding the date on which such Lender ceases to have any Revolving Credit Exposure. Facility fees accrued through and including the last day of each calendar quarter shall be payable in arrears commencing, with respect to such fees accrued through and including December 31, 2020, on the fifth day following such date and continuing thereafter, on the first Business Day of each January, April, July and

October of each year and on the date on which the Commitments terminate; provided that any facility fees accruing after the date on which the Commitments terminate shall be payable on demand. All facility fees shall be computed on the basis of a year of 360 days and shall be payable for the actual number of days elapsed (including the first day but excluding the last day).

(b) Fees for Letters of Credit. The Borrower agrees to pay (i) to the Administrative Agent for the account of each Lender a participation fee with respect to its participations in Letters of Credit, which shall accrue at the Applicable Margin used to determine the interest rate applicable to Eurodollar Loans on the average daily amount of such Lender's Letter of Credit Exposure (excluding any portion thereof attributable to unreimbursed Letter of Credit Disbursements) during the period from and including the Effective Date to but excluding the later of the date on which such Lender's Commitment terminates and the date on which such Lender ceases to have any Letter of Credit Exposure, and (ii) to the applicable Issuing Lender (A) a fronting fee to be agreed by the Borrower and the applicable Issuing Lender on the face amount of each Letter of Credit issued by such Issuing Lender, together with (B) the applicable Issuing Lender's standard documentary, processing, administrative, issuance, amendment and negotiation fees in connection with Letters of Credit, during the period from and including the Effective Date to but excluding the later of the date of termination of the Commitments and the date on which there ceases to be any Letter of Credit Exposure, as well as such Issuing Lender's standard fees with respect to the renewal or extension of any Letter of Credit or processing of drawings thereunder. Participation fees and fronting fees accrued through and including the last day of each calendar quarter shall be payable in arrears commencing, with respect to such fees accrued through and including December 31, 2020, and continuing thereafter, on the first (1st) Business Day of each January, April, July and October of each calendar year; provided that all such fees shall be payable on the date on which the Commitments terminate and any such fees accruing after the date on which the Commitments terminate shall be payable on demand. Any other fees payable to the any Issuing Lender pursuant to this paragraph shall be payable within 10 days after demand. All participation fees and fronting fees shall be computed on the basis of a year of 360 days and shall be payable for the actual number of days elapsed (including the first day but excluding the last day).

(c) All fees payable hereunder shall be paid on the dates due, in immediately available funds, to the Administrative Agent (or to any Issuing Lender, as the case may be) for distribution, in the case of facility fees and participation fees, to the Lenders. Fees paid shall not be refundable under any circumstances.

(d) Fee Letter. The Borrower agrees to pay the fees as set forth in the Fee Letter.

Section 2.7. Interest.

(a) ABR Loans. Each ABR Loan shall bear interest at the Alternate Base Rate in effect from time to time plus the Applicable Margin for ABR Loans for such period. The Borrower shall pay to Administrative Agent for the ratable account of each Lender all accrued but unpaid interest on such Lender's Loans which are ABR Loans on the applicable Interest Payment Date.

(b) Eurodollar Loans. Each Eurodollar Loan shall bear interest during its Interest Period equal to at all times the LIBO Rate for such Interest Period plus the Applicable Margin for Eurodollar Loans for such period. The Borrower shall pay to the Administrative Agent for the ratable account of each Lender all accrued but unpaid interest on each of such Lender's Eurodollar Loans on the applicable Interest Payment Date.

(c) Retroactive Adjustments of Applicable Margin. In the event that any financial statement or Compliance Certificate delivered pursuant to Section 5.2 is shown to be inaccurate, and such inaccuracy, if corrected, would have led to the application of a higher Applicable Margin for any period (an "Applicable

Period") than the Applicable Margin applied for such Applicable Period, then (i) the Borrower shall promptly deliver to the Administrative Agent a corrected Compliance Certificate for such Applicable Period, (ii) the Applicable Margin shall be determined as if the higher Applicable Margin that would have applied were applicable for such Applicable Period, and (iii) the Borrower shall promptly, without further action by the Administrative Agent, any Lender or any Issuing Lender, pay to the Administrative Agent for the account of the applicable Lenders, the accrued additional interest owing as a result of such increased Applicable Margin for such Applicable Period. This Section 2.7(c) shall not limit the rights of the Administrative Agent and Lenders with respect to the Default Rate as set forth in Section 2.7(d).

(d) Default Rate. Notwithstanding the foregoing, upon the occurrence and during the continuance of an Event of Default, all Obligations shall bear interest, after as well as before judgment, at the Default Rate. Interest accrued pursuant to this Section 2.7(d) and all interest accrued but unpaid on or after the Maturity Date shall be due and payable on demand, and if no express demand is made, then due and payable on the otherwise required Interest Payment Dates hereunder.

Section 2.8. Illegality. If any Lender shall notify the Borrower that any Change in Law makes it unlawful, or that any central bank or other Governmental Authority asserts that it is unlawful, for such Lender or its applicable Lending Office to perform its obligations under this Agreement to make, maintain, or fund any Eurodollar Loans of such Lender then outstanding hereunder, (a) all Eurodollar Loans of such Lender that are then the subject of any Notice of Borrowing and that cannot be lawfully funded shall be funded as ABR Loans of such Lender, (b) all Eurodollar Loans of such Lender shall be Converted automatically to ABR Loans of such Lender on the respective last days of the then current Interest Periods with respect to such Eurodollar Loans or within such earlier period as required by such change in circumstances, and (c) the right of the Borrower to select Eurodollar Loans from such Lender for any subsequent Revolving Borrowing shall be suspended until such Lender shall notify the Borrower that the circumstances causing such suspension no longer exist. Each Lender agrees to use commercially reasonable efforts (consistent with its internal policies and legal and regulatory restrictions) to designate a different Lending Office if the making of such designation would avoid the effect of this paragraph and would not, in the reasonable judgment of such Lender, be otherwise disadvantageous to such Lender.

Section 2.9. Breakage Costs. In the event of (a) the payment of any principal of any Eurodollar Loan other than on the last day of an Interest Period applicable thereto (including as a result of an Event of Default), (b) the conversion of any Eurodollar Loan other than on the last day of the Interest Period applicable thereto, (c) the failure to borrow, convert, continue or prepay any Eurodollar Loan on the date specified in any notice delivered pursuant hereto (regardless of whether such notice may be revoked under Section 2.4(b) and is revoked in accordance therewith) or (d) the assignment of any Eurodollar Loan other than on the last day of the Interest Period applicable thereto as a result of a request by the Borrower pursuant to Section 2.13, then, in any such event, the Borrower shall compensate each Lender for the actual loss, cost and expense attributable to such event (other than loss of profit). A certificate of any Lender setting forth any amount or amounts that such Lender is entitled to receive pursuant to this Section shall be delivered to the Borrower and shall be conclusive absent manifest error. The Borrower shall pay such Lender the amount shown as due on any such certificate within 10 days after receipt thereof.

Section 2.10. Increased Costs.

(a) Eurodollar Loans. If any Change in Law shall:

(i) impose, modify or deem applicable any reserve, special deposit, liquidity or similar requirement (including any compulsory loan requirement, insurance charge or other assessment) against assets of, deposits with or for the account of, or credit extended by, any Lender (except any such reserve requirement reflected in the Adjusted LIBO Rate) or Issuing Lender;

(ii) subject any Recipient to any Taxes (other than (A) Indemnified Taxes, (B) Connection Income Taxes and (C) Taxes described in Clauses (b) through (d) of the definition of Excluded Taxes) on its loans, loan principal, letters of credit, commitments, or other obligations, or its deposits, reserves, other liabilities or capital attributable thereto;

(iii) impose on any Lender or Issuing Lender or the London interbank market any other condition, cost or expense (other than Taxes) affecting this Agreement or Loans made by such Lender or any Letter of Credit or participation therein; or

(b) Computations. All computations of interest for ABR Loans based upon the Alternate Base Rate shall be made by the Administrative Agent on the basis of a year of 365/366 days and all computations of all other interest and fees shall be made by the Administrative Agent on the basis of a year of 360 days, in each case for the actual number of days (including the first day, but excluding the last day) occurring in the period for which such interest or fees are payable. Each determination by the Administrative Agent of an amount of interest or fees shall be conclusive and binding for all purposes, absent manifest error.

(i) impose on financial institutions generally, including such Lender (or its applicable Lending Office), or on the London interbank market any other condition affecting this Agreement or its Revolving Notes or any of such extensions of credit or liabilities or commitments;

and the result of any of the foregoing shall be to increase the cost to such Lender or such other Recipient of making, continuing, converting or maintaining any Loan (or of maintaining its obligation to make any such Loan) or to increase the cost to such Lender, such Issuing Lender or such other Recipient of participating in, issuing or maintaining any Letter of Credit or to reduce the amount of any sum received or receivable by such Lender, such Issuing Lender or such other Recipient hereunder (whether of principal, interest or otherwise), then the Borrower will pay to such Lender, such Issuing Lender or such other Recipient, as the case may be, such additional amount or amounts as will compensate such Lender, such Issuing Lender or such other Recipient, as the case may be, for such additional costs incurred or reduction suffered.

(c) Capital Adequacy. If any Lender or Issuing Lender determines that any Change in Law regarding capital or liquidity requirements has or would have the effect of reducing the rate of return on such Lender's or Issuing Lender's capital or on the capital of such Lender's or Issuing Lender's holding company, if any, as a consequence of this Agreement or the Loans made by, or participations in Letters of Credit held by, such Lender, or the Letters of Credit issued by such Issuing Lender, to a level below that which such Lender or Issuing Lender or such Lender's or Issuing Lender's holding company could have achieved but for such Change in Law (taking into consideration such Lender's or Issuing Lender's policies and the policies of such Lender's or Issuing Lender's holding company with respect to capital adequacy and liquidity), then from time to time the Borrower will pay to such Lender or Issuing Lender, as the case may be, such additional amount or amounts as will compensate such Lender or Issuing Lender or such Lender's or Issuing Lender's holding company for any such reduction suffered.

(d) Mitigation. Each Lender shall promptly notify the Borrower and the Administrative Agent of any event of which it has knowledge, occurring after the date hereof, which will entitle such Lender to compensation pursuant to this Section 2.10 and will designate a different Lending Office if such designation will avoid the need for, or reduce the amount of, such compensation and will not, in the reasonable judgment of such Lender, be otherwise disadvantageous to it and the Borrower hereby agrees to pay all reasonable costs and expenses incurred by any Lender in connection with any such designation. Any Lender claiming compensation under this Section 2.10 shall furnish to the Borrower and the Administrative Agent a statement setting forth the additional amount or amounts to be paid to it hereunder which shall be

determined by such Lender in good faith and which shall be conclusive in the absence of manifest error. In determining such amount, such Lender may use any reasonable averaging and attribution methods.

(e) Delay in Requests. Failure or delay on the part of any Lender or Issuing Lender to demand compensation pursuant to this Section 2.10 shall not constitute a waiver of such Lender's or such Issuing Lender's right to demand such compensation, provided that the Borrower shall not be required to compensate a Lender or Issuing Lender pursuant to this Section 2.10 for any increased costs incurred or reductions suffered more than 180 days prior to the date that such Lender or Issuing Lender, as the case may be, notifies the Borrower and the Administrative Agent of the Change in Law giving rise to such increased costs or reductions and of such Lender's or Issuing Lender's intention to claim compensation therefor (except that, if the Change in Law giving rise to such increased costs or reductions is retroactive, then the 180-day period referred to above shall be extended to include the period of retroactive effect thereof).

(f) A certificate of a Lender or Issuing Lender setting forth the amount or amounts necessary to compensate such Lender or Issuing Lender or its holding company, as the case may be, as specified in paragraph (a) or (b) of this Section 2.10 shall be delivered to the Borrower and shall be conclusive absent manifest error. The Borrower shall pay such Lender or Issuing Lender, as the case may be, the amount shown as due on any such certificate within 10 days after receipt thereof.

Section 2.11. Payments and Computations.

(a) Payments. All payments of principal, interest, and other amounts to be made by the Borrower under this Agreement and other Credit Documents shall be made to the Administrative Agent in Dollars and in immediately available funds, without setoff, deduction, or counterclaim; provided that, the Borrower may setoff amounts owing to any Lender that is at such time a Defaulting Lender against Loans that such Defaulting Lender failed to fund to the Borrower under this Agreement (the "Unfunded Loans") so long as (i) the Borrower shall have delivered prior written notice of such setoff to the Administrative Agent and such Defaulting Lender, (ii) the Loans made by the Non-Defaulting Lenders as part of the original Revolving Borrowing to which the Unfunded Loans applied shall still be outstanding, (iii) if such Defaulting Lender failed to fund Loans under more than one Revolving Borrowing, such setoff shall be applied in a manner satisfactory to the Administrative Agent, and (iv) upon the application of such setoff, the Unfunded Loans shall be deemed to have been made by such Defaulting Lender on the effective date of such setoff.

(b) Payment Procedures. The Borrower shall make each payment under this Agreement and under the Revolving Notes not later than 1:00 p.m. (Chicago, Illinois time) on the day when due in Dollars to the Administrative Agent at the location referred to in the Revolving Notes (or such other location as the Administrative Agent shall designate in writing to the Borrower) in same day funds. The Administrative Agent will promptly thereafter, and in any event prior to the close of business on the day any timely payment is made, cause to be distributed like funds relating to the payment of principal, interest or fees ratably (other than amounts payable solely to the Administrative Agent or a specific Lender pursuant to Sections 2.8. 2.9, 2.10, 2.12, 2.13, and 9.2 and such other provisions herein which expressly provide for payments to a specific Lender, but after taking into account payments effected pursuant to Section 9.1) in accordance with each Lender's Pro Rata Share to the Lenders for the account of their respective applicable Lending Offices, and like funds relating to the payment of any other amount payable to any Lender to such Lender for the account of its applicable Lending Office, in each case to be applied in accordance with the terms of this Agreement. Upon receipt of other amounts due solely to the Administrative Agent, a specific Issuing Lender or a specific Lender, the Administrative Agent shall distribute such amounts to the appropriate party to be applied in accordance with the terms of this Agreement.

(c) Non Business Day Payments. Whenever any payment shall be stated to be due on a day other than a Business Day, such payment shall be made on the next succeeding Business Day, and such extension of time shall in such case be included in the computation of payment of interest or fees, as the case may be; provided that if such extension would cause payment of interest on or principal of Eurodollar Loans to be made in the next following calendar month, such payment shall be made on the next preceding Business Day.

(d) Sharing of Payments, Etc. If any Lender shall obtain any payment (whether voluntary, involuntary, through the exercise of any right of set off, or otherwise) on account of the Loans made by it in excess of its ratable share of payments on account of the Loans or Letter of Credit Obligations obtained by the Lenders (other than as a result of a termination of a Defaulting Lender's Commitment under Section 2.14, the setoff right of the Borrower under clause (a) above, or the non-pro rata application of payments provided in the last sentence of this clause (e)), such Lender shall notify the other Lenders and forthwith purchase from the other Lenders such participations in the Loans made by it or the Letter of Credit Obligations held by it as shall be necessary to cause such purchasing Lender to share the excess payment ratably with the other Lenders; provided that if all or any portion of such excess payment is thereafter recovered from such purchasing Lender, such purchase from the other Lenders shall be rescinded and each such Lender shall repay to the purchasing Lender the purchase price to the extent of such Lender's ratable share, but without interest. The Borrower agrees that any Lender so purchasing a participation from another Lender pursuant to this Section 2.11(e) may, to the fullest extent permitted by law, exercise all its rights of payment (including the right of set off) with respect to such participation as fully as if such Lender were the direct creditor of the Borrower in the amount of such participation. If a Lender fails to fund a Loan with respect to a Revolving Borrowing as and when required hereunder and the Borrower subsequently makes a repayment of any Loans, then, after taking into account any setoffs made pursuant to Section 2.11(a) above, such payment shall be applied among the Non-Defaulting Lenders ratably in accordance with their respective Commitment percentages until each Lender (including any Lender that is at such time a Defaulting Lender) has its percentage of all of the outstanding Loans and the balance of such repayment shall be applied among the Lenders in accordance with their Pro Rata Share. The provisions of this Section 2.11(e) shall not be construed to apply to any payment made by the Borrower pursuant to and in accordance with the express terms of this Agreement or to any payment obtained by a Lender as consideration for the assignment of or sale of a participation in any of its Loans or participations in Letter of Credit Exposure to any assignee or participant, other than to the Borrower or any Subsidiary or Affiliate thereof (as to which the provisions of this Section 2.11(e) shall apply).

(e) Unless the Administrative Agent shall have received notice from the Borrower prior to the date on which any payment is due to the Administrative Agent for the account of the Lenders or the Issuing Lenders hereunder that the Borrower will not make such payment, the Administrative Agent may assume that the Borrower has made such payment on such date in accordance herewith and may, in reliance upon such assumption, distribute to the Lenders or the Issuing Lenders, as the case may be, the amount due. In such event, if the Borrower has not in fact made such payment, then each of the Lenders or the Issuing Lenders, as the case may be, severally agrees to repay to the Administrative Agent forthwith on demand the amount so distributed to such Lender or Issuing Lender with interest thereon, for each day from and including the date such amount is distributed to it to but excluding the date of payment to the Administrative Agent, at the greater of the NYFRB Rate and a rate determined by the Administrative Agent in accordance with banking industry rules on interbank compensation.

Section 2.12. Taxes.

(a) No Deduction for Certain Taxes. Any and all payments by or account of any obligation of any Credit Party under any of the Credit Documents shall be made free and clear of and without deduction or withholding for any Taxes, except as required by applicable Legal Requirements. If any applicable Legal

Requirement (as determined in the good faith discretion of an applicable Withholding Agent) requires the deduction or withholding of any Tax from any such payment by an applicable Withholding Agent, then such Withholding Agent shall be entitled to make such deduction or withholding and shall timely pay the full amount deducted or withheld to the relevant Governmental Authority in accordance with applicable Legal Requirements and, if such Tax is an Indemnified Tax, then the sum payable by the applicable Credit Party shall be increased as necessary so that after such deduction or withholding has been made (including such deductions and withholdings applicable to additional sums payable under this Section) the applicable Recipient receives an amount equal to the sum it would have received had no such deduction or withholding been made.

(b) Other Taxes. The Credit Parties shall timely pay to the relevant Governmental Authority in accordance with applicable Legal Requirements, or at the option of the Administrative Agent timely reimburse it for the payment of, any Other Taxes.

(c) Indemnification The Borrower will indemnify each Recipient, within 10 days after written demand therefor, for the full amount of Indemnified Taxes (including, without limitation, any Indemnified Taxes imposed or asserted on or attributable to amounts payable under this Section 2.12(c)) payable or paid by such Recipient or required to be withheld or deducted from a payment to such Recipient and any interest and reasonable expenses arising therefrom or with respect thereto, whether or not such Indemnified Taxes were correctly or legally imposed or asserted by the relevant Governmental Authority. A certificate as to the amount of such payment or liability delivered to the Borrower by a Lender (with a copy to the Administrative Agent) or by the Administrative Agent on its own behalf or on behalf of a Lender shall be conclusive absent manifest error.

(d) Indemnification by the Lenders. Each Lender shall severally indemnify the Administrative Agent, within 10 days after demand therefor, for (i) any Indemnified Taxes attributable to such Lender (but only to the extent that any Credit Party has not already indemnified the Administrative Agent for such Indemnified Taxes and without limiting the obligation of Credit Parties to do so), (ii) any Taxes attributable to such Lender's failure to comply with the provisions of Section 9.7(d) relating to the maintenance of a Participant Register and (iii) any Excluded Taxes attributable to such Lender, in each case, that are payable or paid by the Administrative Agent in connection with any Credit Document, and any reasonable expenses arising therefrom or with respect thereto, whether or not such Taxes were correctly or legally imposed or asserted by the relevant Governmental Authority. A certificate as to the amount of such payment or liability delivered to any Lender by the Administrative Agent shall be conclusive absent manifest error. Each Lender hereby authorizes the Administrative Agent to set off and apply any and all amounts at any time owing to such Lender under any Credit Document or otherwise payable by the Administrative Agent to the Lender from any other source against any amount due to the Administrative Agent under this Section 2.12(d).

(e) Evidence of Tax Payments. As soon as practicable after any payment of Taxes by any Credit Party to a Governmental Authority, the Borrower shall deliver to the Administrative Agent the original or a certified copy of any receipt issued by such Governmental Authority evidencing such payment, a copy of the return reporting such payment, or other evidence of such payment reasonably satisfactory to the Administrative Agent.

(f) Withholding Reduction or Exemption. (i) Each Lender that is entitled to an exemption from, or a reduction of, withholding Tax with respect to payments under this Agreement or under any other Credit Document shall, to the extent that it is legally entitled to do so, deliver to the Borrower (with a copy to the Administrative Agent), on or before the date it becomes a party to this Agreement and from time to time thereafter at the time or times prescribed by applicable Legal Requirements or reasonably requested by the Borrower or the Administrative Agent, such properly completed and executed documentation prescribed by applicable Legal Requirements or reasonably requested by the Borrower or the

Administrative Agent as will permit such payments to be made without, or at a reduced rate of, withholding. In addition, any Lender shall, if reasonably requested by the Borrower and to the extent that it is legally entitled to do so, deliver to Borrower (with a copy to the Administrative Agent), on or before the date it becomes a party to this Agreement and from time to time thereafter at the time or times prescribed by applicable Legal Requirements or reasonably requested by the Borrower or the Administrative Agent as will enable the Borrower or the Administrative Agent to determine whether or not such Lender is subject to backup withholding or information reporting requirements. Notwithstanding anything to the contrary in the preceding two sentences, the completion, execution and submission of such documentation (other than such documentation set forth in Section 2.12(f)(ii)(A), (B) and, (D) below) shall not be required if in the Lender's reasonable judgment such completion, execution or submission would subject such Lender to any material unreimbursed cost or expense or would materially prejudice the legal or commercial position of such Lender.

(ii) Without limiting the generality of the foregoing, in the event that the Borrower is a U.S. Person,

(A) any Lender that is a U.S. Person shall deliver to the Borrower and the Administrative Agent on or prior to the date on which such Lender becomes a Lender under this Agreement (and from time to time thereafter upon the reasonable request of the Borrower or the Administrative Agent), an executed copy of IRS Form W-9 certifying that such Lender is exempt from U.S. federal backup withholding tax;

(B) any Foreign Lender shall, to the extent it is legally entitled to do so, deliver to the Borrower and the Administrative Agent (in such number of copies as shall be requested by the recipient) on or prior to the date on which such Foreign Lender becomes a Lender under this Agreement (and from time to time thereafter upon the reasonable request of the Borrower or the Administrative Agent), whichever of the following is applicable:

(1) in the case of a Foreign Lender claiming the benefits of an income tax treaty to which the United States is a party (x) with respect to payments of interest under any Credit Document, an executed copy of IRS Form W-8BEN-E or IRS Form W-8BEN establishing an exemption from, or reduction of, U.S. federal withholding Tax pursuant to the "interest" article of such tax treaty and (y) with respect to any other applicable payments under any Credit Document, IRS Form W-8BEN-E or IRS Form W-8BEN establishing an exemption from, or reduction of, U.S. Federal withholding Tax pursuant to the "business profits" or "other income" article of such tax treaty;

(2) in the case of a Foreign Lender claiming that its extension of credit will generate U.S. effectively connected income, an executed copy of IRS Form W-8ECI;

(3) in the case of a Foreign Lender claiming the benefits of the exemption for portfolio interest under Section 881(c) of the Code, (x) a certificate substantially in the form of Exhibit J-1 to the effect that such Foreign Lender is not a "bank" within the meaning of Section 881(c)(3)(A) of the Code, a "10 percent shareholder" of the Borrower within the meaning of Section 881(c)(3)(B) of the Code, or a "controlled foreign corporation" described in Section 881(c)(3)(C) of the Code (a "U.S. Tax Compliance Certificate") and (y) an executed copy of IRS Form W-8BEN-E or IRS Form W-8BEN; or;

(4) to the extent a Foreign Lender is not the beneficial owner, an executed copy of IRS Form W-8IMY, accompanied by IRS Form W-8ECI, IRS Form W-8BEN-E, IRS Form W-8BEN, a U.S. Tax Compliance Certificate substantially in the form of Exhibit J-2 or Exhibit J-3, IRS Form W-9, and/or other certification documents from each beneficial owner, as applicable; provided that if the Foreign Lender is a partnership and one or more direct or indirect partners of such Foreign Lender are claiming the portfolio interest exemption, such Foreign Lender may provide a U.S. Tax Compliance Certificate substantially in the form of Exhibit J-4 on behalf of each such direct and indirect partner;

(C) any Foreign Lender shall, to the extent it is legally entitled to do so, deliver to the Borrower and the Administrative Agent (in such number of copies as shall be requested by the recipient) on or prior to the date on which such Foreign Lender becomes a Lender under this Agreement (and from time to time thereafter upon the reasonable request of the Borrower or the Administrative Agent), executed copies of any other form prescribed by applicable law as a basis for claiming exemption from or a reduction in U.S. Federal withholding Tax, duly completed, together with such supplementary documentation as may be prescribed by applicable law to permit the Borrower or the Administrative Agent to determine the withholding or deduction required to be made; and

(D) if a payment made to a Lender under any Credit Document would be subject to U.S. federal withholding Tax imposed by FATCA if such Lender were to fail to comply with the applicable reporting requirements of FATCA (including those contained in Section 1471(b) or 1472(b) of the Code, as applicable), such Lender shall deliver to the Borrower and the Administrative Agent at the time or times prescribed by law and at such time or times reasonably requested by the Borrower or the Administrative Agent such documentation prescribed by applicable law (including as prescribed by Section 1471(b)(3)(C)(i) of the Code) and such additional documentation reasonably requested by the Borrower or the Administrative Agent as may be necessary for the Borrower and the Administrative Agent to comply with their obligations under FATCA and to determine that such Lender has complied with such Lender's obligations under FATCA or to determine the amount to deduct and withhold from such payment. Solely for purposes of this clause (D), "FATCA" shall include any amendments made to FATCA after the date of this Agreement.

(g) Mitigation. Each Lender shall use reasonable efforts (consistent with its internal policies and legal and regulatory restrictions) to select a jurisdiction for its applicable Lending Office or change the jurisdiction of its applicable Lending Office, as the case may be, so as to avoid the imposition of any Indemnified Taxes or to eliminate or reduce the payment of any additional sums under this Section 2.12; provided, that no such selection or change of jurisdiction for its applicable Lending Office shall be made if, in the reasonable judgment of such Lender, such selection or change would be disadvantageous to such Lender and the Borrower hereby agrees to pay all reasonable costs and expenses incurred by any Lender in connection with any such selection or change.

(h) Tax Credits and Refunds. If any party determines, in its sole discretion exercised in good faith, that it has received a refund of any Taxes as to which it has been indemnified pursuant to this Section 2.12 (including by the payment of additional amounts pursuant to this Section 2.12), it shall pay to the indemnifying party an amount equal to such refund (but only to the extent of indemnity payments made under this Section with respect to the Taxes giving rise to such refund), net of all out-of-pocket expenses (including Taxes) of such indemnified party and without interest (other than any interest paid by the relevant Governmental Authority with respect to such refund). Such indemnifying party, upon the request of such

indemnified party, shall repay to such indemnified party the amount paid over pursuant to this paragraph (h) (plus any penalties, interest or other charges imposed by the relevant Governmental Authority) in the event that such indemnified party is required to repay such refund to such Governmental Authority. Notwithstanding anything to the contrary in this paragraph (h), in no event will the indemnified party be required to pay any amount to an indemnifying party pursuant to this paragraph (h) the payment of which would place the indemnified party in a less favorable net after-Tax position than the indemnified party would have been in if the Tax subject to indemnification and giving rise to such refund had not been deducted, withheld or otherwise imposed and the indemnification payments or additional amounts with respect to such Tax had never been paid. This paragraph shall not be construed to require any indemnified party to make available its Tax returns (or any other information relating to its Taxes that it deems confidential) to the indemnifying party or any other Person.

(i) Survival. Each party's obligations under this Section 2.12 shall survive the resignation or replacement of the Administrative Agent or any assignment of rights by, or the replacement of, a Lender, the termination of the Commitments and the repayment, satisfaction or discharge of all obligations under any Credit Document.

(j) Definitions. For purposes of this Section 2.12, the term "Lender" includes the Issuing Lenders and the term "applicable Legal Requirements" includes FATCA.

Section 2.13. Replacement of Lenders. If (a) the Borrower is required pursuant to Section 2.10 or 2.12 to make any additional payment to any Lender, (b) any Lender's obligation to make or continue, or to Convert ABR Loans into, Eurodollar Loans shall be suspended pursuant to Section 2.3(d)(iii) or Section 2.8, (c) any Lender is a Defaulting Lender or (d) any Lender does not consent to any proposed amendment, supplement, modification, consent or waiver of any provision of this Agreement or any other Credit Document that requires the consent of all Lenders, each Lender or each of the Lenders affected thereby (so long as the consent of the Required Lenders has been obtained) (any such Lender described in any of the preceding clauses (a) through (d), being a "Subject Lender"), then (i) in the case of a Defaulting Lender, the Administrative Agent may, upon notice to the Subject Lender and the Borrower, require such Defaulting Lender to assign and delegate, without recourse (in accordance with and subject to the restrictions contained in, and consents required by, Section 9.7), all of its interests, rights and obligations under this Agreement and the related Credit Documents as a Lender to an Eligible Assignee that shall assume such obligations (which assignee may be another Lender, if a Lender accepts such assignment) and (ii) in the case of any Subject Lender, the Borrower may, upon notice to the Subject Lender and the Administrative Agent and at the Borrower's sole cost and expense, require such Subject Lender to assign and delegate, without recourse (in accordance with and subject to the restrictions contained in, and consents required by, Section 9.7), all of its interests, rights and obligations under this Agreement and the related Credit Documents to an Eligible Assignee that shall assume such obligations (which Eligible Assignee may be another Lender, if a Lender accepts such assignment), provided that, in any event:

(A) as to assignments required by the Borrower, the Borrower shall have paid to the Administrative Agent the assignment fee specified in Section 9.7;

(B) such Subject Lender shall have received payment of an amount equal to the outstanding principal of its applicable Loans and participations in outstanding Letter of Credit Obligations, accrued interest thereon, accrued fees and all other amounts payable to it hereunder and under the other Credit Documents (including any amounts under Section 2.9) from the assignee (to the extent of such outstanding principal and accrued interest and fees) or the Borrower (in the case of all other amounts);

(C) in the case of any such assignment resulting from a claim for compensation under Section 2.12, such assignment will result in a reduction in such compensation or payments thereafter; and

(D) such assignment does not conflict with applicable Legal Requirements.

A Lender shall not be required to make any such assignment or delegation if, prior thereto, as a result of a waiver by such Lender or otherwise, the circumstances entitling the Borrower or the Administrative Agent to require such assignment and delegation cease to apply. Solely for purposes of effecting any assignment involving a Defaulting Lender under this Section 2.13 and to the extent permitted under applicable Legal Requirements, each Lender hereby designates and appoints the Administrative Agent as true and lawful agent and attorney-in-fact, with full power and authority, for and on behalf of and in the name of such Lender to execute, acknowledge and deliver the Assignment and Acceptance required hereunder if such Lender is a Defaulting Lender and such Lender shall be bound thereby as fully and effectively as if such Lender had personally executed, acknowledged and delivered the same. In lieu of the Borrower or the Administrative Agent replacing a Defaulting Lender as provided in this Section 2.13, the Borrower may terminate such Defaulting Lender's Commitment as provided in Section 2.14.

Section 2.14. Defaulting Lenders. Notwithstanding any provision of this Agreement to the contrary, if any Lender becomes a Defaulting Lender, then the following provisions shall apply for so long as such Lender is a Defaulting Lender:

(a) fees shall cease to accrue on the unfunded portion of the Commitment of such Defaulting Lender pursuant to Section 2.6;

(b) any payment of principal, interest, fees or other amounts received by the Administrative Agent for the account of such Defaulting Lender (whether voluntary or mandatory, at maturity, pursuant to Section 7.5 or otherwise) shall be applied at such time or times as may be determined by the Administrative Agent as follows: first, to the payment of any amounts owing by such Defaulting Lender to the Administrative Agent hereunder; second, to the payment on a pro rata basis of any amounts owing by such Defaulting Lender to any Issuing Lender hereunder; third, to cash collateralize Letter of Credit Exposure with respect to such Defaulting Lender in accordance with this Section; fourth, as the Borrower may request (so long as no Default or Event of Default exists), to the funding of any Loan in respect of which such Defaulting Lender has failed to fund its portion thereof as required by this Agreement, as determined by the Administrative Agent; fifth, if so determined by the Administrative Agent and the Borrower, to be held in a deposit account and released pro rata in order to (x) satisfy such Defaulting Lender's potential future funding obligations with respect to Loans under this Agreement and (y) cash collateralize future Letter of Credit Exposure with respect to such Defaulting Lender with respect to future Letters of Credit issued under this Agreement, in accordance with this Section; sixth, to the payment of any amounts owing to the Lenders or the Issuing Lenders as a result of any judgment of a court of competent jurisdiction obtained by any Lender or the Issuing Lenders against such Defaulting Lender as a result of such Defaulting Lender's breach of its obligations under this Agreement or under any other Credit Document; seventh, so long as no Default or Event of Default exists, to the payment of any amounts owing to the Borrower as a result of any judgment of a court of competent jurisdiction obtained by the Borrower against such Defaulting Lender as a result of such Defaulting Lender's breach of its obligations under this Agreement or under any other Credit Document; and eighth, to such Defaulting Lender or as otherwise directed by a court of competent jurisdiction; provided that if (x) such payment is a payment of the principal amount of any Loans or Letters of Credit in respect of which such Defaulting Lender has not fully funded its appropriate share, and (y) such Loans were made or the related Letters of Credit were issued at a time when the conditions set forth in Section 3.2 were satisfied or waived, such payment shall be applied solely to pay the Loans of, and Letter of Credit Obligations owed to, all non-Defaulting Lenders on a pro rata basis prior to being applied to the

payment of any Loans of, or Letter of Credit Obligations owed to, such Defaulting Lender until such time as all Loans and funded and unfunded participations in the Borrower's obligations corresponding to such Defaulting Lender's Letter of Credit Exposure are held by the Lenders pro rata in accordance with the Commitments without giving effect to clause (d) below. Any payments, prepayments or other amounts paid or payable to a Defaulting Lender that are applied (or held) to pay amounts owed by a Defaulting Lender or to post cash collateral pursuant to this Section shall be deemed paid to and redirected by such Defaulting Lender, and each Lender irrevocably consents hereto.

(c) such Defaulting Lender shall not have the right to vote on any issue on which voting is required (other than to the extent expressly provided in Sections 9.3(a) and 9.3(b)) and the Commitment and Revolving Credit Exposure of such Defaulting Lender shall not be included in determining whether the Required Lenders have taken or may take any action hereunder (including any consent to any amendment, waiver or other modification pursuant to Section 9.3) or under any other Credit Document; provided, that, except as otherwise provided in Section 9.3, this clause (b) shall not apply to the vote of a Defaulting Lender in the case of an amendment, waiver or other modification requiring the consent of such Lender or each Lender directly affected thereby.

(d) if any Letter of Credit Exposure exists at the time such Lender becomes a Defaulting Lender then:

(i) all or any part of the Letter of Credit Exposure of such Defaulting Lender shall be reallocated among the non-Defaulting Lenders in accordance with their respective Pro Rata Share but only to the extent that such reallocation does not, as to any non-Defaulting Lender, cause such non-Defaulting Lender's Revolving Credit Exposure to exceed its Commitment;

(ii) if the reallocation described in clause (i) above cannot, or can only partially, be effected, the Borrower shall within one Business Day following notice by the Administrative Agent cash collateralize for the benefit of the Issuing Lenders only the Borrower's obligations corresponding to such Defaulting Lender's Letter of Credit Exposure (after giving effect to any partial reallocation pursuant to clause (i) above) in accordance with the procedures set forth in Section 2.2(h) for so long as such Letter of Credit Exposure is outstanding;

(iii) if the Borrower cash collateralizes any portion of such Defaulting Lender's Letter of Credit Exposure pursuant to clause (ii) above, the Borrower shall not be required to pay any fees to such Defaulting Lender pursuant to Section 2.6(b) with respect to such Defaulting Lender's Letter of Credit Exposure during the period such Defaulting Lender's Letter of Credit Exposure is cash collateralized;

(iv) if the Letter of Credit Exposure of the non-Defaulting Lenders is reallocated pursuant to clause (i) above, then the fees payable to the Lenders pursuant to Section 2.6(a) and Section 2.6(b) shall be adjusted in accordance with such non-Defaulting Lenders' respective Pro Rata Shares; and

(v) if all or any portion of such Defaulting Lender's Letter of Credit Exposure is neither reallocated nor cash collateralized pursuant to clause (i) or (ii) above, then, without prejudice to any rights or remedies of any Issuing Lender or any other Lender hereunder, all letter of credit fees payable under Section 2.6(b) with respect to such Defaulting Lender's Letter of Credit Exposure shall be payable to the Issuing Lenders until and to the extent that such Letter of Credit Exposure is reallocated and/or cash collateralized; and

(e) so long as such Lender is a Defaulting Lender, no Issuing Lender shall be required to issue, amend or increase any Letter of Credit, unless it is satisfied that the related exposure and the Defaulting Lender's then outstanding Letter of Credit Exposure will be 100% covered by the Commitments of the non-Defaulting Lenders and/or cash collateral will be provided by the Borrower in accordance with Section 2.14(c), and Letter of Credit Exposure related to any newly issued or increased Letter of Credit shall be allocated among non-Defaulting Lenders in a manner consistent with Section 2.14(d)(i) (and such Defaulting Lender shall not participate therein).

If (i) a Bankruptcy Event or a Bail-In Action with respect to a Lender Parent shall occur following the date hereof and for so long as such event shall continue or (ii) any Issuing Lender has a good faith belief that any Lender has defaulted in fulfilling its obligations under one or more other agreements in which such Lender commits to extend credit, no Issuing Lender shall be required to issue, amend or increase any Letter of Credit, unless the Issuing Lenders shall have entered into arrangements with the Borrower or such Lender, satisfactory to such Issuing Lender to defease any risk to it in respect of such Lender hereunder.

In the event that each of the Administrative Agent, the Borrower and each Issuing Lender agrees that a Defaulting Lender has adequately remedied all matters that caused such Lender to be a Defaulting Lender, then the Letter of Credit Exposure of the Lenders shall be readjusted to reflect the inclusion of such Lender's Commitment and on such date such Lender shall purchase at par such of the Loans of the other Lenders as the Administrative Agent shall determine may be necessary in order for such Lender to hold such Loans in accordance with its Pro Rata Share.

Section 2.15. Increase in Commitments.

(a) At any time prior to the Business Day immediately preceding the Scheduled Maturity Date, the Borrower may effectuate one or more increases in the Aggregate Commitments (each such increase being a "Commitment Increase"), by designating either one or more of the existing Lenders (each of which, in its sole discretion, may determine whether and to what degree to participate in such Commitment Increase) or one or more other Eligible Assignees that at the time agree, in the case of any existing Lender, to increase its Commitment as such Lender shall so select (an "Increasing Lender") and, in the case of any Eligible Assignee that is not an existing Lender (an "Additional Lender"), to become a party to this Agreement as a Lender; provided, however, that (i) each such Commitment Increase shall be equal to at least $5,000,000, (ii) all Commitments and Loans provided pursuant to a Commitment Increase shall be available on the same terms as those applicable to the existing Commitments and Loans except as to upfront fees which may be as agreed to between the Borrower and such Increasing Lender or Additional Lender, as the case may be, (iii) the aggregate of all such Commitment Increases shall not exceed an amount equal to the sum of $75,000,000, and (iv) such Commitment Increase shall not effect an increase in the Aggregate Commitments if the Maturity Date has occurred. The Borrower shall provide prompt notice of such proposed Commitment Increase pursuant to this Section 2.15 to the Administrative Agent and the Lenders. This Section 2.15 shall not be construed to create any obligation on the Administrative Agent or any of the Lenders to advance or to commit to advance any credit to the Borrower or to arrange for any other Person to advance or to commit to advance any credit to the Borrower.

(b) The Commitment Increase shall become effective on the date (the "Increase Date") on or prior to which each of following conditions shall have been satisfied: (i) the receipt by the Administrative Agent of (A) an agreement in form and substance reasonably satisfactory to the Administrative Agent signed by the Borrower, each Increasing Lender and/or each Additional Lender, setting forth the Commitments, if any, of each such Increasing Lender and/or Additional Lender and, if applicable, setting forth the agreement of each Additional Lender to become a party to this Agreement and to be bound by all the terms and provisions hereof binding upon each Lender and (B) such evidence of appropriate authorization on the part of the Borrower and the Guarantors with respect to such Commitment Increase

and such legal opinions as the Administrative Agent may reasonably request, (ii) the funding by each Increasing Lender and Additional Lender of the Loans to be made by each such Lender to effect the prepayment requirement set forth in Section 2.4(c)(iii), (iii) receipt by the Administrative Agent of a certificate of an authorized officer of the Borrower certifying (A) both before and after giving effect to such Commitment Increase, no Default has occurred and is continuing and (B) all representations and warranties made by the Borrower in this Agreement are true and correct in all material respects (except that such materiality qualifier shall not be applicable to any representations and warranties that already are qualified or modified by materiality in the text thereof), unless such representation or warranty relates to an earlier date which remains true and correct in all material respects (except that such materiality qualifier shall not be applicable to any representations and warranties that already are qualified or modified by materiality in the text thereof) as of such earlier date and (iv) receipt by the Increasing Lender or Additional Lender, as applicable, of all such fees as agreed to between such Increasing Lender and /or Additional Lender and the Borrower.

(c) On such Increase Date, each Lender's share of the Letter of Credit Exposure on such date shall automatically be deemed to equal such Lender's Pro Rata Share of such Letter of Credit Obligations (such Pro Rata Share for such Lender to be determined as of the Increase Date in accordance with its Commitment on such date as a percentage of the Aggregate Commitments on such date) without further action by any party.

Section 2.16. Alternate Rate of Interest.

(a) If prior to the commencement of any Interest Period for a Eurodollar Revolving Borrowing:

(i) the Administrative Agent determines (which determination shall be conclusive absent manifest error) that adequate and reasonable means do not exist for ascertaining the Adjusted LIBO Rate or the LIBO Rate, as applicable (including, without limitation, because the LIBO Screen Rate is not available or published on a current basis), for such Interest Period; provided that no Benchmark Transition Event shall have occurred at such time; or

(ii) the Administrative Agent is advised by the Required Lenders that the Adjusted LIBO Rate or the LIBO Rate, as applicable, for such Interest Period will not adequately and fairly reflect the cost to such Lenders (or Lender) of making or maintaining their Loans (or its Loan) included in such Revolving Borrowing for such Interest Period;

then the Administrative Agent shall give notice thereof to the Borrower and the Lenders by telephone, telecopy or electronic mail as promptly as practicable thereafter and, until the Administrative Agent notifies the Borrower and the Lenders that the circumstances giving rise to such notice no longer exist, (A) any Notice of Continuation or Conversion that requests the conversion of any Revolving Borrowing to, or continuation of any Revolving Borrowing as, a Eurodollar Revolving Borrowing shall be ineffective and (B) if any Notice of Borrowing requests a Eurodollar Revolving Borrowing, such Revolving Borrowing shall be made as an ABR Revolving Borrowing.

(b) Notwithstanding anything to the contrary herein or in any other Credit Document, if a Benchmark Transition Event or an Early Opt-in Election, as applicable, and its related Benchmark Replacement Date have occurred prior to the Reference Time in respect of any setting of the then-current Benchmark, then (i) if a Benchmark Replacement is determined in accordance with clause (a) or (b) of the definition of "Benchmark Replacement" for such Benchmark Replacement Date, such Benchmark Replacement will replace such Benchmark for all purposes hereunder and under any Credit Document in respect of such Benchmark setting and subsequent Benchmark settings without any amendment to, or further action or consent of any other party to, this Agreement or any other Credit Document and (ii) if a

Benchmark Replacement is determined in accordance with clause (c) of the definition of "Benchmark Replacement" for such Benchmark Replacement Date, such Benchmark Replacement will replace such Benchmark for all purposes hereunder and under any Credit Document in respect of any Benchmark setting at or after 5:00 p.m. (New York City time) on the fifth (5th) Business Day after the date notice of such Benchmark Replacement is provided to the Lenders without any amendment to, or further action or consent of any other party to, this Agreement or any other Credit Document so long as the Administrative Agent has not received, by such time, written notice of objection to such Benchmark Replacement from Lenders comprising the Required Lenders.

(c) Notwithstanding anything to the contrary herein or in any other Credit Document and subject to the proviso below in this paragraph, if a Term SOFR Transition Event and its related Benchmark Replacement Date have occurred prior to the Reference Time in respect of any setting of the then-current Benchmark, then the applicable Benchmark Replacement will replace the then-current Benchmark for all purposes hereunder or under any Credit Document in respect of such Benchmark setting and subsequent Benchmark settings, without any amendment to, or further action or consent of any other party to, this Agreement or any other Credit Document; provided that, this clause (c) shall not be effective unless the Administrative Agent has delivered to the Lenders and the Borrower a Term SOFR Notice.

(d) In connection with the implementation of a Benchmark Replacement, the Administrative Agent will have the right to make Benchmark Replacement Conforming Changes from time to time and, notwithstanding anything to the contrary herein or in any other Credit Document, any amendments implementing such Benchmark Replacement Conforming Changes will become effective without any further action or consent of any other party to this Agreement or any other Credit Document.

(e) The Administrative Agent will promptly notify the Borrower and the Lenders of (i) any occurrence of a Benchmark Transition Event, a Term SOFR Transition Event or an Early Opt-in Election, as applicable, and its related Benchmark Replacement Date, (ii) the implementation of any Benchmark Replacement, (iii) the effectiveness of any Benchmark Replacement Conforming Changes, (iv) the removal or reinstatement of any tenor of a Benchmark pursuant to clause (d) below and (v) the commencement or conclusion of any Benchmark Unavailability Period. Any determination, decision or election that may be made by the Administrative Agent or, if applicable, any Lender (or group of Lenders) pursuant to this Section 2.16, including any determination with respect to a tenor, rate or adjustment or of the occurrence or non-occurrence of an event, circumstance or date and any decision to take or refrain from taking any action or any selection, will be conclusive and binding absent manifest error and may be made in its or their sole discretion and without consent from any other party to this Agreement or any other Credit Document, except, in each case, as expressly required pursuant to this Section 2.16.

(f) Notwithstanding anything to the contrary herein or in any other Credit Document, at any time (including in connection with the implementation of a Benchmark Replacement), (i) if the then-current Benchmark is a term rate (including Term SOFR or LIBO Rate) and either (A) any tenor for such Benchmark is not displayed on a screen or other information service that publishes such rate from time to time as selected by the Administrative Agent in its reasonable discretion or (B) the regulatory supervisor for the administrator of such Benchmark has provided a public statement or publication of information announcing that any tenor for such Benchmark is or will be no longer representative, then the Administrative Agent may modify the definition of "Interest Period" for any Benchmark settings at or after such time to remove such unavailable or non-representative tenor and (ii) if a tenor that was removed pursuant to clause (i) above either (A) is subsequently displayed on a screen or information service for a Benchmark (including a Benchmark Replacement) or (B) is not, or is no longer, subject to an announcement that it is or will no longer be representative for a Benchmark (including a Benchmark Replacement), then

the Administrative Agent may modify the definition of "Interest Period" for all Benchmark settings at or after such time to reinstate such previously removed tenor.

(g) Upon the Borrower's receipt of notice of the commencement of a Benchmark Unavailability Period, the Borrower may revoke any request for a Eurodollar Borrowing of, conversion to or continuation of Eurodollar Loans to be made, converted or continued during any Benchmark Unavailability Period and, failing that, the Borrower will be deemed to have converted any such request into a request for a Borrowing of or conversion to ABR Loans. During any Benchmark Unavailability Period or at any time that a tenor for the then-current Benchmark is not an Available Tenor, the component of ABR based upon the then-current Benchmark or such tenor for such Benchmark, as applicable, will not be used in any determination of ABR.

Section 2.17. Cash Dominion. At all times subject to the following sentence, all Deposit Accounts, Securities Accounts and Commodities Accounts (other than any Excluded Deposit Account for so long as such account is an Excluded Deposit Account) of the Credit Parties shall be Controlled Accounts. The Credit Parties will, in connection with any Deposit Account, Securities Account or Commodity Account (other than any Excluded Deposit Account for so long as such account is an Excluded Deposit Account) established after the Effective Date, enter into and deliver to the Administrative Agent an Account Control Agreement and/or lockbox agreement, in each case in form and substance acceptable to the Administrative Agent, concurrently with the establishment of such Deposit Account, Securities Account or Commodity Account (other than any Excluded Deposit Account for so long as such account is an Excluded Deposit Account). Each Credit Party shall be subject to cash dominion at all times (i) during the period beginning on the Effective Date and ending on the 6-Month Financials Delivery Date and (ii) thereafter, at any time a Covenant/Dominion Trigger Period has occurred and is continuing (each such period in the foregoing clauses (i) and (ii), a "Cash Dominion Period"). During any Cash Dominion Period, cash on hand and collections which are received into any Controlled Account, and, to the extent necessary, any securities held in any Securities Account, shall be liquidated and the cash proceeds thereof shall be swept on a daily basis into the Concentration Account and used to prepay Loans outstanding under this Agreement in accordance with Section 2.4. All proceeds of any Loans shall be deposited into a Deposit Account that is a Controlled Account and maintained with the Administrative Agent.

ARTICLE 3
CONDITIONS OF LENDING

Section 3.1. Conditions Precedent to Effectiveness. The obligations of the Lenders to make Loans and of the Issuing Lenders to issue Letters of Credit hereunder shall not become effective until the date on which each of the following conditions is satisfied (or waived in accordance with Section 9.3) (such date, the "Effective Date"):

(a) Documentation. The Administrative Agent shall have received the following and, if applicable, they shall be duly executed by all the parties thereto, in form and substance reasonably satisfactory to the Administrative Agent and the Lenders (which, subject to Section 9.14, may include any Electronic Signatures transmitted by telecopy, emailed pdf. or any other electronic means that reproduces an image of an actual executed signature page):

(i) this Agreement and all attached Exhibits and Schedules and the Revolving Notes payable to each applicable Lender;

(ii) the Guaranty;

(iii) the Security Agreement, together with appropriate UCC-1 financing statements necessary or desirable for filing with the appropriate authorities and any other documents, agreements, or instruments necessary to create, perfect or maintain an Acceptable Security Interest in the Collateral described in the Security Agreement;

(iv) certificates of insurance naming the Administrative Agent as lender's loss payee with respect to property insurance, and additional insured with respect to liability insurance, and covering the Borrower's or its Subsidiaries' Properties with such insurance carriers, for such amounts and covering such risks that are acceptable to the Administrative Agent;

(v) (A) at least five (5) Business Days prior to the Effective Date, drafts of the Exit Convertible Note Documents and (B) on or prior to the Effective Date, certified true and complete copies of the Exit Convertible Notes Documents, subject to satisfaction of the Exit Note Documentation Requirements;

(vi) the Intercreditor Agreement;

(vii) [Reserved];

(viii) a certificate from an authorized officer of the Borrower dated as of the Effective Date stating that as of such date the conditions precedent in Sections 3.1(c), (e), (h), (j), (p), (r), (v) and (w) have been met;

(ix) a secretary's certificate from each Credit Party certifying such Person's (A) officers' incumbency, (B) resolutions of its board of directors, members, general partner or other body authorizing the execution, delivery and performance of the Credit Documents to which it is a party, and (C) Organization Documents;

(x) certificates of good standing (or the substantive equivalent available) for each Credit Party from the appropriate governmental officer in each jurisdiction in which each such Person is organized or qualified to do business, which certificate shall be (A) dated a date not earlier than thirty (30) days prior to Effective Date or (B) otherwise effective on the Effective Date;

(xi) legal opinions of Latham & Watkins LLP, as counsel to the Credit Parties and other customary local counsel opinions, each in form and substance reasonably acceptable to the Administrative Agent; and

(xii) lien searches with respect to each of the Credit Parties as the Administrative Agent or any Lender may reasonably request no less than ten (10) Business Days prior to the Effective Date.

(b) Consents; Authorization; Conflicts. The Borrower shall have received any consents, licenses and approvals required in accordance with applicable law, or in accordance with any document, agreement, instrument or arrangement to which the Borrower or any Subsidiary is a party, in connection with the execution, delivery, performance, validity and enforceability of this Agreement and the other Credit Documents. In addition, the Borrower and the Subsidiaries shall have all such material consents, licenses and approvals required in connection with the continued operation of the Borrower and the Subsidiaries, and such approvals shall be in full force and effect, and all applicable waiting periods shall have expired without any action being taken or threatened by any competent authority which would restrain, prevent or otherwise impose adverse conditions on this Agreement and the actions contemplated hereby.

Any consents or authorizations received pursuant to this Section 3.1(b) shall be on reasonably satisfactory terms and shall be in full force and effect on the Effective Date.

(c) Representations and Warranties. The representations and warranties contained in Article 4 and in each other Credit Document shall be true and correct in all material respects (or, with respect to representations and warranties qualified by materiality, in all respects) on and as of the Effective Date before and after giving effect to the initial Revolving Borrowings or issuance (or deemed issuance) of Letters of Credit and to the application of the proceeds from such Revolving Borrowing as though made on and as of such date (other than any such representation and warranty that by its terms refers to a specified earlier date, which shall be true and correct in all material respects or, with respect to representations and warranties qualified by materiality, in all respects, as of such earlier date before and after giving effect to the deemed issuance of the Letters of Credit on the Effective Date).

(d) Fees. The Lenders and the Administrative Agent shall have received all fees required to be paid, and all expenses for which invoices have been presented (including the reasonable and documented fees and expenses of legal counsel), on or before the Effective Date. All such amounts will be paid with proceeds of the Exit Convertible Notes made on the Effective Date and will be reflected in the funding instructions given by the Borrower to the Administrative Agent on or before the Effective Date.

(e) Other Proceedings. Other than the Chapter 11 Cases, no action, suit, investigation or other proceeding (including without limitation, the enactment or promulgation of a statute or rule) by or before any arbitrator or any Governmental Authority shall be pending or, to the Borrower's knowledge, threatened, and no preliminary or permanent injunction or order by a state or federal court shall have been entered (i) in connection with this Agreement, any other Credit Document or any transaction contemplated hereby or thereby, or (ii) which could reasonably be expected to result in a Material Adverse Change.

(f) Other Reports. The Administrative Agent shall have received, in form and substance reasonably satisfactory to it, all existing environmental reports (including all available Phase I Environmental Site Assessment reports and Phase II Environmental Site Assessment reports), and such other reports, audits or certifications in the possession of the Credit Parties as it may reasonably request.

(g) [Reserved].

(h) Material Adverse Change. Since July 12, 2020, there shall not have occurred any event, development or circumstance that has caused, or that could reasonably be expected to result in, a Material Adverse Change other than the Chapter 11 Cases.

(i) Solvency. The Administrative Agent shall have received a certificate in form and substance reasonably satisfactory to the Administrative Agent from a senior financial officer or such other officer acceptable to the Administrative Agent of the Borrower and each Guarantor certifying that, before and after giving effect to the initial Revolving Borrowings made hereunder on the Effective Date, the Borrower and each Guarantor is Solvent (assuming, with respect to each Guarantor, that the fraudulent conveyance savings language contained in the Guaranty applicable to such Guarantor will be given full effect).

(j) Liquidity. The Liquidity of the Borrower and its Subsidiaries shall not be less than $12,500,000.

(k) [Reserved].

(l) USA Patriot Act. The Administrative Agent shall have received all documentation and other information that is required by bank regulatory authorities under applicable "know your customer"

and anti-money-laundering rules and regulations, including, without limitation, the Patriot Act, for each Credit Party, in each case no later than ten (10) Business Days prior to the Effective Date to the extent reasonably requested by the Lenders at least fifteen (15) Business Days in advance of the Effective Date. To the extent the Borrower qualifies as a "legal entity customer" under the Beneficial Ownership Regulation, at least fifteen (15) days prior to the Effective Date, the Administrative Agent and any Lenders who have provided a written request therefor shall have received a Beneficial Ownership Certification with respect to the Borrower.

(m) [Reserved].

(n) Borrowing Base Certificate. The Administrative Agent shall have received a Borrowing Base Certificate which calculates the Borrowing Base as of the end immediately preceding week.

(o) [Reserved].

(p) Other Debt. On the Effective Date, after giving effect to any Loans made or Letters of Credit issued hereunder and the issuance of the Exit Convertible Notes on the Effective Date, neither the Borrower nor its Subsidiaries, on a consolidated basis, shall have Debt in an aggregate principal amount in excess of $50,000,000, other than Debt in respect of any undrawn Letters of Credit as of the Effective Date.

(q) Liens. The Administrative Agent shall have received evidence reasonably satisfactory to it that there are no Liens encumbering any of the Credit Parties' respective Property other than Permitted Liens.

(r) Availability. After giving effect to all Loans to be made on the Effective Date, the issuance of any Letters of Credit on the Effective Date and the payment of all fees and expenses due hereunder, and with all of the Credit Parties' indebtedness, liabilities and obligations current, Availability shall not be less than $0.

(s) [Reserved].

(t) [Reserved].

(u) Regulatory Matters. No part of the proceeds of any Loans or Letters of Credit will be used for any purpose that would violated the applicable requirements of Regulations U, T and X of the Board of Governors of the Federal Reserve System.

(v) Compliance with Law. The making of the Loans and the issuance or renewal of Letters of Credit hereunder shall not violate any requirement of laws and shall not be enjoined, temporarily, preliminarily or permanently.

(w) Event of Default. As of the Effective Date and after giving effect to the initial Revolving Borrowings or issuance (or deemed issuance) of Letters of Credit and to the application of the proceeds from such Revolving Borrowing, no Default or Event of Default hereunder shall have occurred and be continuing.

(x) [Reserved].

(y) [Reserved].

(z) [Reserved].

(aa) Confirmation of Approved Plan and Approval Hereof. The Confirmation Order shall have been entered by the Bankruptcy Court, which order shall (i) be reasonably satisfactory to the Administrative Agent, (ii) be in full force and effect, unstayed and final, and (iii) not have been modified or amended without the written consent of the Administrative Agent, reversed or vacated, (y) all conditions precedent to the effectiveness of the Approved Plan as set forth therein shall have been satisfied or waived (the waiver thereof having been approved by the Administrative Agent), and the substantial consummation (as defined in Section 1101 of the Bankruptcy Code) of the Approved Plan in accordance with its terms shall have occurred contemporaneously with the Effective Date and (z) the transactions contemplated by the Approved Plan to occur on the effective date thereof shall have been substantially consummated on the Effective Date substantially contemporaneously with occurrence of the Effective Date hereunder in accordance with the terms of the Approved Plan and in compliance with applicable law and Bankruptcy Court and regulatory approvals.

Section 3.2. Conditions Precedent to Each Revolving Borrowing and to Each Issuance, Extension or Renewal of a Letter of Credit. The obligation of each Lender to make a Loan on the occasion of each Revolving Borrowing (including the initial Revolving Borrowing), the obligation of each Issuing Lender to issue, increase, renew or extend a Letter of Credit (including the deemed issuance of Letters of Credit) and of any reallocation of Letter of Credit Exposure provided in Section 2.14, shall be subject to the further conditions precedent that on the date of such Revolving Borrowing or such issuance, increase, renewal or extension:

(a) Representations and Warranties. After giving effect to any Loan or issuance, increase, renewal or extension of any Letter of Credit to be made on such date, the representations and warranties made by any Credit Party or any officer or employee of any Credit Party contained in the Credit Documents shall be true and correct in all material respects (except that such materiality qualifier shall not be applicable to any representations and warranties that already are qualified or modified by materiality in the text thereof) on such date, except that any representation and warranty which by its terms is made as of a specified date shall be required to be true and correct only as of such specified date and each request for the making of any Loan or issuance, increase, renewal or extension of any Letter of Credit and the making of such Loan or the issuance, increase, renewal or extension of such Letter of Credit shall be deemed to be a reaffirmation of such representations and warranties.

(b) Default. No Default shall exist, and the making of such Loan or issuance, increase, renewal or extension of such Letter of Credit, or the relocation of the Letter of Credit Exposure would not cause a Default.

(c) Consolidated Cash Balance. With respect to the Borrowing of a Loan only, the Consolidated Cash Balance on and as of the date of such Borrowing does not exceed the Consolidated Cash Threshold after giving pro forma effect to such Borrowing.

(d) Availability. At the time of and immediately after giving effect to such Loan or the issuance, amendment, renewal or extension of such Letter of Credit, as applicable, Availability shall not be less than $0.

(e) Facility Limit. At the time of and immediately after giving effect to such Loan or the issuance, amendment, renewal or extension of such Letter of Credit, as applicable, the Aggregate Revolving Credit Exposure shall not exceed the Facility Limit.

(f) Notices of Borrowing. With respect to a Borrowing of any Loan, the Administrative Agent shall have received a Notice of Borrowing from the Borrower, with appropriate insertions and executed by a duly appointed Responsible Officer of the Borrower.

(g) Violation of Law. The making of such Loan or issuance, increase, renewal or extension of such Letter of Credit, or the relocation of the Letter of Credit Exposure would not contravene any law and shall not be enjoined, temporarily, preliminarily or permanently.

Each of the giving of the applicable Notice of Borrowing or Letter of Credit Application, the acceptance by the Borrower of the proceeds of such Revolving Borrowing, the issuance, increase, or extension of such Letter of Credit, and the reallocation of the Letter of Credit Exposure, shall constitute a representation and warranty by the Borrower that on the date of such Revolving Borrowing, such issuance, increase, or extension of such Letter of Credit or such reallocation, as applicable, the foregoing conditions have been met.

Section 3.3. Determinations Under Sections 3.1 and 3.2. For purposes of determining compliance with the conditions specified in Sections 3.1 and 3.2 each Lender shall be deemed to have consented to, approved or accepted or to be satisfied with each document or other matter required thereunder to be consented to or approved by or acceptable or satisfactory to the Lenders unless an officer of the Administrative Agent responsible for the transactions contemplated by the Credit Documents shall have received written notice from such Lender prior to the Revolving Borrowings hereunder specifying its objection thereto and such Lender shall not have made available to the Administrative Agent such Lender's ratable portion of such Revolving Borrowings.

ARTICLE 4
REPRESENTATIONS AND WARRANTIES

Each Credit Party hereto represents and warrants as follows:

Section 4.1. Organization. Each Credit Party is duly and validly organized and existing and in good standing under the laws of its jurisdiction of incorporation or formation. Each Credit Party is authorized to do business and is in good standing in all jurisdictions in which such qualifications or authorizations are necessary except where the failure to be so qualified or authorized could not reasonably be expected to result in a Material Adverse Change. As of the Effective Date, each Credit Party's type of organization and jurisdiction of incorporation or formation are set forth on Schedule 4.1.

Section 4.2. Authorization. The execution, delivery, and performance by each Credit Party of each Credit Document to which such Credit Party is a party and the consummation of the transactions contemplated thereby, (a) are within such Credit Party's powers, (b) have been duly authorized by all necessary corporate, limited liability company or partnership action, (c) do not contravene any articles or certificate of incorporation or bylaws, partnership or limited liability company agreement binding on or affecting such Credit Party, (d) do not contravene any law or any contractual restriction binding on or affecting such Credit Party, (e) do not result in or require the creation or imposition of any Lien prohibited by this Agreement, and (f) do not require any authorization or approval or other action by, or any notice or filing with, any Governmental Authority except, in the case of (d) and (f), to the extent such contravention or the failure to obtain authorization, approval or notice or take other action could not reasonably be expected to have a Material Adverse Change.

Section 4.3. Enforceability. The Credit Documents have each been duly executed and delivered by each Credit Party that is a party thereto and each Credit Document constitutes the legal, valid, and binding obligation of each Credit Party that is a party thereto enforceable against such Credit Party in accordance with its terms, except as limited by applicable bankruptcy, insolvency, reorganization, moratorium, or similar laws at the time in effect affecting the rights of creditors generally and by general principles of equity whether applied by a court of law or equity.

Section 4.4. Financial Condition.

(a) The Borrower has heretofore furnished to the Administrative Agent (i) the audited financial statements of Hi-Crush, Inc. for the fiscal year ended December 31, 2019 and (ii) the unaudited balance sheet and statements of income, members' equity and cash flows as of and for the fiscal quarters ended June 30, 2020.

(b) Each of the foregoing financial statements present fairly, in all material respects, the financial position and results of operations and cash flows of the entities for which such financial statements have been provided as of such date and for such period in accordance with GAAP, subject to year-end audit adjustments and the absence of footnotes in the case of the unaudited quarterly financial statements.

(c) Since July 12, 2020, no event or condition has occurred that could reasonably be expected to result in Material Adverse Change other than as a result of those events leading up to and following commencement of the Chapter 11 Cases.

Section 4.5. Ownership and Liens; Real Property. Each Credit Party (a) has good and marketable title to, or a valid and subsisting leasehold interest in, all material real property, and good title to all material personal Property, in each case necessary for its business, and (b) none of the material Property owned by the Borrower or a Subsidiary of the Borrower is subject to any Lien except for minor defects in title that do not materially interfere with its ability to conduct its business or to utilize such assets for their intended purpose and Permitted Liens. As of the Effective Date, the Borrower and its Subsidiaries own no real property other than that listed on Schedule 4.5 and identified as owned real property, and all equipment (other than office equipment and equipment located on jobsites, in transit or off location for servicing, repairs or modifications) owned by the Borrower and its Subsidiaries are located at the fee owned or leased real property listed on Schedule 4.5 and identified as leased real property.

Section 4.6. True and Complete Disclosure. All written factual information (whether delivered before or after the date of this Agreement) prepared by or on behalf of the Borrower and its Subsidiaries and furnished to the Administrative Agent or the Lenders for purposes of or in connection with this Agreement, any other Credit Document or any transaction contemplated hereby or thereby does not contain any material misstatement of fact or omits to state any material fact necessary to make the statements therein not misleading. There is no fact known to any Responsible Officer of any Credit Party on the date of this Agreement that has not been disclosed to the Administrative Agent that could reasonably be expected to result in a Material Adverse Change. All projections, estimates, budgets, and pro forma financial information furnished by the Borrower or any of its Subsidiaries (or on behalf of the Borrower or any such Subsidiary), were prepared on the basis of assumptions, data, information, tests, or conditions (including current and reasonably foreseeable business conditions) believed to be reasonable at the time such projections, estimates, budgets and pro forma financial information were furnished; it being understood that actual results may vary and such variances may be material.

Section 4.7. Litigation. Except as otherwise provided in Schedule 4.7 and the Chapter 11 Cases, there are no actions, suits, or proceedings pending or, to any Credit Party's knowledge, threatened against the Borrower or any Subsidiary, at law, in equity, or in admiralty, or by or before any Governmental Authority, which could reasonably be expected to result in a Material Adverse Change. Additionally, except as disclosed in writing to the Administrative Agent and the Lenders, there is no pending or, to the Borrower's knowledge, threatened action or proceeding instituted against the Borrower or any Subsidiary which seeks to adjudicate the Borrower or any Subsidiary as bankrupt or insolvent, or seeking liquidation, winding up, reorganization, arrangement, adjustment, protection, relief, or composition of it or its debts under any law relating to bankruptcy, insolvency or reorganization or relief of debtors, or seeking the entry of an order for relief or the appointment of a receiver, trustee or other similar official for it or for any

substantial part of its Property; provided that this Section 4.7 does not apply with respect to environmental claims.

Section 4.8. Compliance with Agreements.

(a) Neither the Borrower nor any of its Subsidiaries is a party to any indenture, loan or credit agreement or any lease or any other types of agreement or instrument or subject to any charter or corporate restriction or provision of applicable law or governmental regulation the performance of or compliance with which could reasonably be expected to cause a Material Adverse Change. Neither the Borrower nor any of its Subsidiaries is in default under or with respect to any contract, agreement, lease or any other types of agreement or instrument to which the Borrower or such Subsidiary is a party and which could reasonably be expected to cause a Material Adverse Change. To the knowledge of the Credit Parties, neither the Borrower nor any of its Subsidiaries is in default under, or has received a notice of default under, any contract, agreement, lease or any other document or instrument to which the Borrower or its Subsidiaries is a party which is continuing and which, if not cured, could reasonably be expected to cause a Material Adverse Change.

(b) No Default has occurred and is continuing.

Section 4.9. Pension Plans. (a) Except for matters that could not reasonably be expected to result in a Material Adverse Change, all Plans are in compliance with all applicable provisions of ERISA, (b) no Termination Event has occurred with respect to any Plan that would result in an Event of Default under Section 7.1(i), and, except for matters that could not reasonably be expected to result in a Material Adverse Change, each Plan has complied with and been administered in accordance with applicable provisions of ERISA and the Code, (c) there has been no failure to satisfy the "minimum funding standards", whether or not waived, under Sections 412 or 430 of the Code or Sections 302 or 303 of ERISA with respect to any Plan, and there has been no excise tax imposed under Section 4971 of the Code, (d) to the knowledge of Credit Parties, no Reportable Event has occurred with respect to any Multiemployer Plan, and each Multiemployer Plan has complied with and been administered in accordance with applicable provisions of ERISA and the Code, (e) the present value of all benefits vested under each Plan (based on the assumptions used to fund such Plan) did not, as of the last annual valuation date applicable thereto, exceed the value of the assets of such Plan allocable to such vested benefits in an amount that could reasonably be expected to result in a Material Adverse Change, (f) neither the Borrower nor any member of the Controlled Group has had a complete or partial withdrawal from any Multiemployer Plan for which there is any unsatisfied withdrawal liability that could reasonably be expected to result in a Material Adverse Change or an Event of Default under Section 7.1(j), and (g) except for matters that could not reasonably be expected to result in a Material Adverse Change, as of the most recent valuation date applicable thereto, neither the Borrower nor any member of the Controlled Group would become subject to any liability under ERISA if the Borrower or any Subsidiary has received notice that any Multiemployer Plan is insolvent. Based upon GAAP existing as of the date of this Agreement and current factual circumstances, no Credit Party has any reason to believe that the annual cost during the term of this Agreement to the Borrower or any Subsidiary for post-retirement benefits to be provided to the current and former employees of the Borrower or any Subsidiary under Plans that are welfare benefit plans (as defined in Section 3(1) of ERISA) could, in the aggregate, reasonably be expected to cause a Material Adverse Change.

Section 4.10. Environmental Condition.

(a) Permits, Etc. Each Credit Party (i) has obtained all material Environmental Permits necessary for the ownership and operation of its Properties and the conduct of its businesses; (ii) has at all times since the date six months prior to the Effective Date been and is currently in material compliance with all terms and conditions of such Environmental Permits and with all other material requirements of

applicable Environmental Laws; (iii) has not received written notice of any material violation or alleged material violation of any Environmental Law or Environmental Permit; and (iv) is not subject to any actual or contingent Environmental Claim which could reasonably be expected to cause a Material Adverse Change.

(b) Certain Liabilities. Except as disclosed on Schedule 4.10. to such Credit Parties' knowledge, none of the present or previously owned or operated Property of any such Credit Party or of any Subsidiary thereof, wherever located, (i) has been placed on or proposed to be placed on the National Priorities List, the Comprehensive Environmental Response Compensation Liability Information System list, the Superfund Enterprise Management System list, or their state or local analogs, or have been otherwise investigated, designated, listed, or identified as a potential site for removal, remediation, cleanup, closure, restoration, reclamation, or other response activity under any Environmental Laws; (ii) is subject to a Lien, arising under or in connection with any Environmental Laws, that attaches to any revenues or to any Property owned or operated by any Credit Party, wherever located, which could reasonably be expected to cause a Material Adverse Change; or (iii) has been the site of any Release of Hazardous Substances or Hazardous Wastes from present or past operations which has caused at the site or at any third party site any condition that has resulted in or could reasonably be expected to result in the need for Response that could cause a Material Adverse Change.

(c) Certain Actions. Without limiting the foregoing and except as disclosed on Schedule 4.10. (i) all necessary material notices have been properly filed, and no further action is required under current applicable Environmental Law as to each Response or other restoration or remedial project undertaken by the Borrower, any of its Subsidiaries or any of the Borrower's or such Subsidiary's former Subsidiaries on any of their presently or formerly owned or operated Property and (ii) the present and, to the Credit Parties' knowledge, future liability, if any, of the Borrower or of any Subsidiary which could reasonably be expected to arise in connection with requirements under Environmental Laws will not reasonably be expected to result in a Material Adverse Change.

Section 4.11. Subsidiaries. As of the Effective Date, the Borrower has no Subsidiaries other than those listed on Schedule 4.11. Each Subsidiary of the Borrower (including any such Subsidiary formed or acquired subsequent to the Effective Date) has complied with the requirements of Section 5.6.

Section 4.12. Investment Company Act. Neither the Borrower nor any Subsidiary is an "investment company" or a company "controlled" by an "investment company" within the meaning of the Investment Company Act of 1940, as amended. Neither the Borrower nor any Subsidiary is subject to regulation under any Federal or state statute, regulation or other Legal Requirement which limits its ability to incur Debt.

Section 4.13. Taxes. Proper and accurate (in all material respects), federal, state, local and foreign tax returns, reports and statements required to be filed (after giving effect to any extension granted in the time for filing) by the Borrower and each Subsidiary (hereafter collectively called the "Tax Group") have been filed with the appropriate Governmental Authorities, and all taxes and other impositions due and payable, in each case, which are material in amount, have been timely paid prior to the date on which any fine, penalty, interest, late charge or loss may be added thereto for non-payment thereof except where contested in good faith by appropriate proceeding and for which adequate reserves have been established in compliance with GAAP. Neither the Borrower nor any member of the Tax Group has given, or been requested to give, a waiver of the statute of limitations relating to the payment of any federal, state, local or foreign taxes or other impositions. Proper and accurate amounts have been withheld by the Borrower and all other members of the Tax Group from their employees for all periods to comply in all material respects with the tax, social security and unemployment withholding provisions of applicable federal, state, local and foreign law.

Section 4.14. Permits. Licenses. etc.. Each of the Borrower and its Subsidiaries possesses all permits, licenses, patents, patent rights or licenses, trademarks, trademark rights, trade names rights, and copyrights which are material to the conduct of its business. Each of the Borrower and its Subsidiaries manages and operates its business in accordance with all applicable Legal Requirements except where the failure to so manage or operate could not reasonably be expected to result in a Material Adverse Change; provided that this Section 4.14 does not apply with respect to Environmental Permits.

Section 4.15. Use of Proceeds. The proceeds of the Loans will be used by the Borrower for the purposes described in Section 5.20. No Credit Party nor any Subsidiary thereof is engaged principally or as one of its activities in the business of extending credit for the purpose of "purchasing" or "carrying" any "margin stock" (as each such term is defined or used, directly or indirectly, in Regulation U). No part of the proceeds of any of the Loans or Letters of Credit will be used for purchasing or carrying margin stock or for any purpose which violates, or which would be inconsistent with, the provisions of Regulation T, Regulation U or Regulation X. Following the application of the proceeds of each Loan or Letter of Credit, not more than twenty-five percent (25%) of the value of the assets (either of the Borrower only or of the Borrower and its Subsidiaries on a consolidated basis) subject to the provisions of Section 6.2 or Section 6.8 or subject to any restriction contained in any agreement or instrument between the Borrower and any Lender or any Affiliate of any Lender relating to Debt will be "margin stock".

Section 4.16. Condition of Property; Casualties. The material Properties used or to be used in the continuing operations of the Borrower and each Subsidiary, are in good working order and condition, normal wear and tear and casualty and condemnation (excluding casualty and condemnation which could, individually or in the aggregate, reasonably be expected to cause a Material Adverse Change) excepted. Neither the business nor the material Properties of the Borrower or any Subsidiary has been affected as a result of any fire, explosion, earthquake, flood, drought, windstorm, accident, strike or other labor disturbance, embargo, requisition or taking of Property or cancellation of contracts, permits or concessions by a Governmental Authority, riot, activities of armed forces or acts of God or of any public enemy, which effect could reasonably be expected to cause a Material Adverse Change.

Section 4.17. Insurance. Each of the Borrower and its Subsidiaries carry insurance (which may be carried by the Borrower on a consolidated basis) with reputable insurers in respect of such of their respective Properties, in such amounts and against such risks as is customarily maintained by other Persons of similar size engaged in similar businesses.

Section 4.18. Security Interest. Each Credit Party has provided and authorized the filing of financing statements sufficient when filed to perfect the Lien created by the Security Documents. When such financing statements are filed in the offices noted therein, the Administrative Agent will have a valid and perfected security interest in all Collateral that is capable of being perfected by filing financing statements.

Section 4.19. Sanctions; Anti-Terrorism; Patriot Act; Anti-Corruption Laws.

(a) Neither the Borrower nor any Subsidiary of the Borrower is in violation of any of the country or list based economic and trade sanctions administered and enforced by OFAC.

(b) The Borrower has implemented and maintains in effect policies and procedures designed to ensure compliance by the Borrower, its Subsidiaries and their respective directors, officers, employees and agents with Anti-Corruption Laws and applicable Sanctions, and the Borrower, its Subsidiaries and their respective officers and directors and to the knowledge of the Borrower its employees and agents, are in compliance with Anti-Corruption Laws and applicable Sanctions in all material respects. None of (i) the Borrower, any Subsidiary, any of their respective directors or officers or employees, or (ii) to the knowledge

of the Borrower, any agent of the Borrower or any Subsidiary that will act in any capacity in connection with or benefit from the credit facility established hereby, is a Sanctioned Person. No Revolving Borrowing or Letter of Credit, use of proceeds or other transaction contemplated by this Agreement will violate any Anti-Corruption Law or applicable Sanctions.

(c) The operations of the Borrower and each of its Subsidiaries are and have been conducted at all times in material compliance with all applicable financial recordkeeping and reporting requirements, including those of the Bank Secrecy Act, as amended by Title III of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001 (USA PATRIOT Act), and the applicable anti-money laundering statutes of jurisdictions where the Borrower and each of its Subsidiaries conduct business, the rules and regulations thereunder and any related or similar rules, regulations or guidelines, issued, administered or enforced by any governmental agency (collectively, the "Anti-Money Laundering Laws"), and no action, suit or proceeding by or before any court or governmental agency, authority or body or any arbitrator involving the Borrower or any of its subsidiaries with respect to the Anti-Money Laundering Laws is pending or, to the best knowledge of the Borrower, threatened, which could reasonably be expected to result in a Material Adverse Change.

(d) The Borrower and each of its Subsidiaries is in compliance with all Anti-Corruption Laws.

Section 4.20. Solvency. Before and after giving effect to the making of each Loan and the issuance, increase, or amendment of each Letter of Credit, the Credit Parties are, when taken as a whole, Solvent.

Section 4.21. EEA Financial Institutions. No Credit Party is an EEA Financial Institution.

Section 4.22. Borrowing Base Certificate. At the time of delivery of each Borrowing Base Certificate, assuming that any eligibility criteria that requires the approval of the Administrative Agent has been approved by or is satisfactory to the Administrative Agent, each Account reflected therein as eligible for inclusion in the Borrowing Base is an Eligible Account.

ARTICLE 5
AFFIRMATIVE COVENANTS

So long as any Obligation (other than (a) Letter of Credit Obligations which are not yet due and payable in connection with Letters of Credit which have been cash collateralized in accordance with this Agreement and (b) contingent indemnification obligations which are not due and payable and which by their terms survive the termination or expiration of this Agreement and the other Credit Documents) shall remain unpaid, any Lender shall have any Commitment hereunder, or there shall exist any Letter of Credit Exposure (other than Letter of Credit exposure which has been cash collateralized in accordance with this Agreement), each Credit Party agrees to comply with the following covenants.

Section 5.1. Organization. Each Credit Party shall, and shall cause each of its respective Subsidiaries to, (a) preserve and maintain its partnership, limited liability company or corporate existence, rights, franchises and privileges in the jurisdiction of its organization, and (b) qualify and remain qualified as a foreign business entity in each jurisdiction in which qualification is necessary in view of its business and operations or the ownership of its Properties and where failure to qualify could reasonably be expected to cause a Material Adverse Change; provided, however, that nothing herein contained shall prevent any transaction permitted by Section 6.7 or Section 6.8.

Section 5.2. Reporting.

(a) Annual Financial Reports. The Borrower shall provide, or shall cause to be provided, to the Administrative Agent, as soon as available, but in any event within one hundred twenty (120) days after the end of each fiscal year of the Borrower, a (i) consolidated balance sheet of the Borrower and its Subsidiaries as at the end of such fiscal year, and the related consolidated statements of income or operations, shareholder's equity and cash flows for such fiscal year, setting forth, commencing with the fiscal year ended December 31, 2022, in comparative form for the previous fiscal year, all in reasonable detail and prepared in accordance with GAAP, such consolidated statements to be audited and accompanied by a report and opinion of an independent certified public accountant of nationally recognized standing reasonably acceptable to the Administrative Agent, which report and opinion shall be prepared in accordance with generally accepted auditing standards and shall not be subject to any qualification, disclosure, exception or explanatory language as to the scope of such audit, other than solely as a result of the upcoming maturity of any Obligations, and such statements to be certified by the chief executive officer or chief financial officer of the Borrower, to the effect that (A) such statements fairly, in all material respects, present the financial condition, results of operations, shareholder's equity and cash flows of the Borrower and its Subsidiaries in accordance with GAAP and (B) there were no material contingent obligations, material unaccrued liabilities for taxes, material unusual forward or long-term commitments, or material unrealized or anticipated losses of the Borrower and its Subsidiaries, except as disclosed therein or as otherwise disclosed in writing to the Administrative Agent and adequate reserves for such items have been made in accordance with GAAP and (ii) a copy of the management discussion and analysis with respect to such financial statement. Notwithstanding the foregoing, with respect to the fiscal year ended December 31, 2020, the financial statements referred to in this Section 5.2(a) shall be audited for the period commencing on the Effective Date and ending on December 31, 2020.

(b) Quarterly Financial Reports. The Borrower shall provide, or shall cause to be provided, to the Administrative Agent, as soon as available, but in any event within forty-five (45) days after the end of each of the first three fiscal quarters of each fiscal year of the Borrower, commencing with the fiscal quarter ended [__], 2020, (i) consolidated balance sheet of the Borrower and its Subsidiaries as at the end of such fiscal quarter, and the related consolidated statements of income or operations, shareholder's equity and cash flows for such fiscal quarter and for the portion of the Borrower's fiscal year then ended, setting forth in each case in comparative form the figures for the corresponding fiscal quarter of the previous fiscal year and the corresponding portion of the previous fiscal year, all in reasonable detail, such consolidated statements to be certified by the chief executive officer or chief financial officer of the Borrower as (A) fairly presenting, in all material respects, the financial condition, results of operations, stockholders' or shareholder's equity and cash flows of the Borrower and its Subsidiaries in accordance with GAAP, subject only to normal year-end audit adjustments and the absence of footnotes, and (B) showing that there were no material contingent obligations, material unaccrued liabilities for taxes, material unusual forward or long term commitments, or material unrealized or anticipated losses of the Borrower and its Subsidiaries, except as disclosed therein or as otherwise disclosed in writing to the Administrative Agent and adequate reserves for such items have been made in accordance with GAAP, and (ii) a copy of the management discussion and analysis with respect to such financial statements; *provided*, that no comparisons to prior periods or year-to-day financials shall be required with respect to any periods prior to the Effective Date;

(c) Monthly Financial Reports. The Borrower shall provide, or shall cause to be provided, to the Administrative Agent, as soon as available, but in any event within thirty (30) days after the end of each calendar month, commencing with the calendar month ended [__], 2020 (i) consolidated balance sheet of the Borrower and its Subsidiaries as at the end of such calendar month, and the related consolidated statements of income or operations, shareholder's equity and cash flows for such calendar month and for the portion of the Borrower's fiscal year then ended, such consolidated statements to be certified by the chief executive officer or financial officer of the Borrower as (A) fairly presenting, in all material respects, the financial condition, results of operations, stockholders' or shareholder's equity and cash flows of the

Borrower and its Subsidiaries in accordance with GAAP, subject only to normal year-end audit adjustments and the absence of footnotes, and (B) showing that there were no material contingent obligations, material unaccrued liabilities for taxes, material unusual forward or long term commitments, or material unrealized or anticipated losses of the Borrower and its Subsidiaries, except as disclosed therein or as otherwise disclosed in writing to the Administrative Agent and adequate reserves for such items have been made in accordance with GAAP and (ii) an operational report including, in each case, for the preceding calendar month (A) the volume of sand sold, (B) the revenue and tonnage of sand contracts sold, (C) the revenue and tonnage of sand spot sales, (D) the amount of sand produced and delivered, (E) the percentage of sold volume that was sold to exploration and production companies, (F) the percentage of sold volume that was sold FOB, (G) the percentage of sold volume sold in-basin and (H) the percentage of sold volume that was sold at the wellsite; *provided*, that no comparisons to prior periods or year-to-day financials shall be required with respect to any periods prior to the Effective Date;

(d) Compliance Certificate. Concurrently with the delivery of the financial statements referred to in Section 5.2(a), (b), and (c) above, the Borrower shall provide to the Administrative Agent a duly completed Compliance Certificate signed by the chief executive officer or a financial officer of the Borrower;

(i) certifying, in the case of the financial statements delivered under Section 5.2(a) 5.2(b) or 5.2(c), as presenting fairly in all material respects the financial condition and results of operations of the Borrower and its consolidated Subsidiaries on a consolidated basis in accordance with GAAP consistently applied, subject to normal year-end audit adjustments and the absence of footnotes;

(ii) certifying as to whether a Default has occurred and, if a Default has occurred, specifying the details thereof and any action taken or proposed to be taken with respect thereto;

(iii) commencing with the Compliance Certificate for the 6-Month Financials Delivery Date, setting forth reasonably detailed calculations of the Fixed Charge Coverage Ratio as of the last day of the fiscal period covered by such financial statements (regardless of whether the financial covenant under Section 6.16 is then in effect); and

(iv) stating whether any change in GAAP or in the application thereof has occurred since the date of the financial statements referred to in Sections 5.2(a), 5.2(b) or 5.2(c) and, if any such change has occurred, specifying the effect of such change on the financial statements accompanying such certificate;

(e) Annual Budget; Projections. As soon as available and in any event within sixty (60) days after the end of each fiscal year of the Borrower, the Borrower shall provide to the Administrative Agent (i) an annual operating, capital and cash flow budget for the immediately following fiscal year and detailed on a quarterly basis and (ii) a copy of the plan and forecast (including a projected consolidated balance sheet, income statement and cash flow statement) of the Borrower for each quarter of the upcoming fiscal year (the "Projections") in form reasonably satisfactory to the Administrative Agent;

(f) Defaults. The Credit Parties shall provide to the Administrative Agent promptly, but in any event within five (5) Business Days after the occurrence thereof, a notice of each Default known to a Responsible Officer of the Borrower or to any of its Subsidiaries, together with a statement of a Responsible Officer of the Borrower setting forth the details of such Default and the actions which the Credit Parties have taken and proposes to take with respect thereto;

(g) Other Creditors. The Credit Parties shall provide to the Administrative Agent promptly after the giving or receipt thereof, copies of any default notices given or received by the Borrower or by any of its Subsidiaries pursuant to the terms of any agreement governing the Exit Convertible Notes or any other indenture, loan agreement, credit agreement, royalty agreement or similar agreement;

(h) Litigation. The Credit Parties shall provide to the Administrative Agent promptly after the commencement thereof, notice of all actions, suits, and proceedings before any Governmental Authority, in each case, arising post-petition or not otherwise previously addressed pursuant to Section 4.7, affecting the Borrower or any of its Subsidiaries or any of their respective assets that has a claim for damages in excess of $1,000,000 or that could otherwise result in a cost, expense or loss to the Borrower or any of its Subsidiaries in excess of $1,000,000;

(i) Environmental Notices. (i) Promptly upon, and in any event no later than thirty (30) days after, the receipt thereof, or the acquisition of knowledge thereof, by any Credit Party, the Credit Parties shall provide the Administrative Agent with a copy of any form of request, claim, complaint, order, notice, summons or citation received from any Governmental Authority or any other Person, (A) concerning violations or alleged violations of Environmental Laws, which seeks to impose liability therefore in excess of $1,000,000, (B) concerning any action or omission on the part of any of the Credit Parties or any of their former Subsidiaries in connection with Hazardous Waste or Hazardous Substances which could reasonably result in the imposition of liability in excess of $1,000,000 or requiring that action be taken to respond to or clean up a Release of Hazardous Substances or Hazardous Waste into the environment and such action or clean-up could reasonably be expected to exceed $1,000,000, including without limitation any information request related to, or notice of, potential responsibility under CERCLA, or (C) concerning the filing of a Lien securing liabilities in excess of $1,000,000 described in clause (A) or (B) above upon, against or in connection with the Borrower, any Subsidiary, or any of their respective former Subsidiaries, or any of their material leased or owned Property, wherever located and (ii) promptly upon the reasonable request of the Administrative Agent, the Credit Parties shall provide all existing environmental reports (including all available Phase I Environmental Site Assessment reports and Phase II Environmental Site Assessment reports) and any such other report, audit or certification in the possession of the Credit Parties;

(j) Material Changes. The Credit Parties shall provide to the Administrative Agent prompt written notice of any event, development of circumstance that has had or would reasonably be expected to give rise to a Material Adverse Change;

(k) Termination Events. As soon as possible and in any event (i) within thirty (30) days after the Borrower or any member of the Controlled Group knows or has reason to know that any Termination Event described in clause (a) of the definition of Termination Event with respect to any Plan has occurred, and (ii) within ten (10) days after the Borrower or any member of the Controlled Group knows or has reason to know that any other Termination Event with respect to any Plan has occurred, the Credit Parties shall provide to the Administrative Agent a statement of a Responsible Officer of the Borrower describing such Termination Event and the action, if any, which the Borrower or any member of the Controlled Group proposes to take with respect thereto;

(l) Termination of Plans. Promptly and in any event within five (5) Business Days after receipt thereof by the Borrower or any member of the Controlled Group from the PBGC, the Credit Parties shall provide to the Administrative Agent copies of each notice received by the Borrower or any such member of the Controlled Group of the PBGC's intention to terminate any Plan or to have a trustee appointed to administer any Plan;

(m) Other ERISA Notices. Promptly and in any event within five (5) Business Days after receipt thereof by the Borrower or any member of the Controlled Group from a Multiemployer Plan

sponsor, the Credit Parties shall provide to the Administrative Agent a copy of each notice received by the Borrower or any member of the Controlled Group concerning the imposition or amount of withdrawal liability imposed on the Borrower or any member of the Controlled Group pursuant to Section 4202 of ERISA;

(n) Other Governmental Notices. Promptly and in any event within five (5) Business Days after receipt thereof by the Borrower or any Subsidiary, the Credit Parties shall provide to the Administrative Agent a copy of any notice, summons, citation, or proceeding seeking to modify in any material respect, revoke, or suspend any material contract, license, permit, or agreement with any Governmental Authority;

(o) Disputes; etc. The Credit Parties shall provide to the Administrative Agent prompt written notice of (i) any claims, legal or arbitration proceedings, proceedings before any Governmental Authority, or disputes, or to the knowledge of any Credit Party, any such actions threatened, or affecting the Borrower or any Subsidiary, which could reasonably be expected to cause a Material Adverse Change, or any material labor controversy of which the Borrower or any of its Subsidiaries has knowledge resulting in or reasonably considered to be likely to result in a strike against the Borrower or any Subsidiary, and (ii) any claim, judgment, Lien or other encumbrance (other than a Permitted Lien) affecting any Property of the Borrower or any Subsidiary, if the value of the claim, judgment, Lien, or other encumbrance affecting such Property shall exceed $1,000,000;

(p) Management Letters; Other Accounting Reports. Promptly upon receipt thereof, the Credit Parties shall provide to the Administrative Agent a copy of any final management letter submitted to the Borrower or any Subsidiary by its independent accountants, and a copy of any response by the Borrower or any Subsidiary of the Borrower, or the board of directors or managers (or other applicable governing body) of the Borrower or any Subsidiary of the Borrower, to such letter;

(q) Material Contracts. Promptly upon receipt thereof, the applicable Credit Party shall provide to the Administrative Agent a copy of any amendment of or notice of default under any Material Contract to which it is a party;

(r) Securities Law Filings and other Public Information. The Borrower shall provide to the Administrative Agent promptly after the same are available, copies of each annual report, proxy or financial statement or other material report or communication sent to the equityholders of the Borrower, and copies of all annual, regular, periodic and special reports and registration statements which the Borrower may file or be required to file with the SEC under Section 13 or 15(d) of the Securities Exchange Act of 1934 or any other securities Governmental Authority, and not otherwise required to be delivered to the Administrative Agent pursuant hereto;

(s) Borrowing Base Certificates. As soon as available but in any event within twenty (20) days of the end of each calendar month, and at such other times as may be requested by the Administrative Agent in its Permitted Discretion, as of the period then ended, the Borrower shall deliver or cause to be delivered to the Administrative Agent a Borrowing Base Certificate and supporting information in connection therewith, together with any additional reports with respect to the Borrowing Base as the Administrative Agent may reasonably request; provided that:

(i) (A) beginning on the Effective Date, until the earlier of (1) the 6-Month Financials Delivery Date and (2) the first date on which the difference between (x) the Borrowing Base minus (y) Eligible Cash exceeds the Aggregate Revolving Credit Exposure and (B) at all times after the occurrence and during the continuance of an Availability Trigger Period, the Borrower shall furnish to the Administrative Agent a Borrowing Base Certificate within three (3) Business Days of the

last Business Day of each calendar week calculated as of the close of business on such last Business Day of such week, which shall contain a certification and supporting information demonstrating compliance with the financial covenant under Section 6.17 at all times during such week; and

(ii) if prior to the 6-Month Financials Delivery Date the Borrower is no longer required to deliver a weekly Borrowing Base Certificate pursuant to Section 5.2(s)(i), until the 6-Month Financials Delivery Date the Borrower shall furnish to the Administrative Agent a certification and supporting information within three (3) Business Days of the last Business Day of each calendar week demonstrating compliance with the financial covenant under Section 6.17 at all times during such week.

(t) Collateral Reporting. Prior to or concurrently with the delivery of each Borrowing Base Certificate from and after the Effective Date, as of the period then ended, all delivered electronically in a text formatted file acceptable to the Administrative Agent, the Borrower shall deliver to the Administrative Agent:

(i) a detailed aging of the Borrower's Accounts, including all invoices aged by invoice date and due date (with an explanation of the terms offered), prepared in a manner reasonably acceptable to the Administrative Agent, together with the name and balance due for each Account Debtor;

(ii) a worksheet of calculations prepared by the Borrower to determined Eligible Accounts, such worksheets detailing the Accounts excluded from Eligible Accounts and the reason for such exclusion;

(u) After-Acquired Property. If, subsequent to the Effective Date, a Credit Party shall acquire any (i) intellectual property or (ii) securities, instruments, chattel paper or other personal property required to be delivered to the Administrative Agent as Collateral hereunder or any of the Security Documents, the Borrower shall promptly (and in any event within ten (10) Business Days after any Responsible Officer of any Credit Party acquires knowledge of the same) notify the Administrative Agent of the same. Each of the Credit Parties shall adhere to the covenants regarding the location of personal property as set forth in the Security Documents;

(v) Notice of Make-Whole Request. If, subsequent to the Effective Date, (i) a Credit Party makes a request for any "make-whole", "minimum volume" or other similar payment referred to in clause (w) of the definition of "Eligible Accounts", where such request is made in respect of an Account Debtor who has failed to take delivery of greater than 30% of the volume for which delivery is required to be taken during any three-month period under the applicable sales contract or (ii) a Credit Party receives a request from an Account Debtor for any "make-whole", "minimum volume" or other similar payment referred to in clause (w) of the definition of "Eligible Accounts", where such request is made in respect of such Credit Party who has failed to deliver the volume for which delivery is required to be made under the applicable sales contract, in each case the Borrower will provide prompt written notice of such request to the Administrative Agent (but in any event no later than five (5) Business Days after the date of such request), which written notice shall include a reasonably detailed description of the circumstances surrounding such request and the contemplated amount of such requested payment;

(w) Information Provided Under Exit Convertible Notes Documents: The Credit Parties shall provide to the Administrative Agent copies of all certificates, reports, notices and other information provided to the Exit Convertible Notes Representative or the Exit Convertible Noteholders pursuant to the Exit Convertible Notes Documents; and

(x) Other Information. Subject to the confidentiality provisions of Section 9.8, the Credit Parties shall provide to the Administrative Agent such other information respecting the business, operations, or Property of the Borrower or any Subsidiary, financial or otherwise, as any Lender through the Administrative Agent may reasonably request including, but not limited to, a list of customers of the Credit Parties.

The Borrower hereby acknowledges that (i) the Administrative Agent will make available to the Lenders materials and/or information provided by or on behalf of the Borrower and its Subsidiaries hereunder (collectively, "Borrower Materials") by posting the Borrower Materials on IntraLinks or another similar electronic system (the "Platform") and (ii) certain of the Lenders may be "public-side" Lenders (i.e., Lenders that do not wish to receive material non-public information with respect to the Borrower or its securities) (each, a "Public Lender"). The Borrower hereby agrees that (A) all Borrower Materials that are to be made available to Public Lenders shall be clearly and conspicuously marked "PUBLIC" which, at a minimum, shall mean that the word "PUBLIC" shall appear prominently on the first page thereof; (B) by marking Borrower Materials "PUBLIC," the Borrower shall be deemed to have authorized the Administrative Agent, the Issuing Lenders and the Lenders to treat such Borrower Materials as not containing any material non-public information with respect to the Borrower, its Subsidiaries or their securities for purposes of United States Federal and state securities laws; (C) all Borrower Materials marked "PUBLIC" are permitted to be made available through a portion of the Platform designated "Public Investor;" and (D) the Administrative Agent shall be entitled to treat any Borrower Materials that are not marked "PUBLIC" as being suitable only for posting on a portion of the Platform not designated "Public Investor."

Documents required to be delivered pursuant to this Section 5.2 may be delivered electronically and if so delivered, shall be deemed to have been delivered on the date (i) on which the Borrower posts such documents, or provides a link thereto on the Borrower's website on the Internet and (ii) on which such documents are posted on the Borrower's behalf on an Internet or intranet website, if any, to which each Lender and the Administrative Agent have access (whether a commercial, third-party website or whether sponsored by the Administrative Agent); provided, however, that (A) the Borrower shall deliver paper copies of such documents to the Administrative Agent or any Lender that requests the Borrower to deliver such paper copies until a written request to cease delivering paper copies is given by the Administrative Agent or such Lender and (B) the Borrower shall notify the Administrative Agent and each Lender (by electronic mail) of the posting of any such documents.

Section 5.3. Insurance.

(a) Each Credit Party shall, and shall cause each of its Subsidiaries to, carry and maintain all such other insurance in such amounts and against such risks as is customarily maintained by other Persons of similar size engaged in similar businesses and reasonably acceptable to the Administrative Agent and with reputable insurers reasonably acceptable to the Administrative Agent.

(b) If requested by the Administrative Agent, copies of all policies of insurance or certificates thereof covering the property or business of the Credit Parties, and endorsements and renewals thereof, certified as true and correct copies of such documents by a Responsible Officer of the Borrower shall be delivered by Borrower to the Administrative Agent. Subject to the terms of the Intercreditor Agreement, all policies of property insurance with respect to the Collateral either shall have attached thereto a lender's loss payable endorsement in favor of the Administrative Agent for its benefit and the ratable benefit of the Secured Parties or name the Administrative Agent as lender's loss payee for its benefit and the ratable benefit of the Secured Parties, in either case, in form reasonably satisfactory to the Administrative Agent, and all policies of liability insurance with respect to the Credit Parties shall name the Administrative Agent for its benefit and the ratable benefit of the Secured Parties as an additional insured and shall provide for a

waiver of subrogation in favor of the Administrative Agent for its benefit and the ratable benefit of the Secured Parties. All policies or certificates of insurance shall set forth the coverage, the limits of liability, the name of the carrier, the policy number, and the period of coverage. All such policies shall contain a provision that notwithstanding any contrary agreements between the Borrower, its Subsidiaries, and the applicable insurance company, such policies will not be canceled or allowed to lapse without renewal without at least thirty (30) days' (or ten (10) days' in the case of non-payment) prior written notice to the Administrative Agent.

(c) If at any time the area in which any real property constituting Collateral is located is designated a "flood hazard area" in any Flood Insurance Rate Map published by the Federal Emergency Management Agency (or any successor agency), the Borrower shall, and shall cause each of its Subsidiaries to, obtain flood insurance in such total amount as required by Regulation H of the Federal Reserve Board, as from time to time in effect and all official rulings and interpretations thereunder or thereof, and otherwise comply with the National Flood Insurance Program as set forth in the Flood Disaster Protection Act of 1973, as it may be amended from time to time.

(d) Notwithstanding Section 2.4(c)(ii) of this Agreement, after the occurrence and during the continuance of an Event of Default, subject to the Intercreditor Agreement, unless waived by the Administrative Agent in writing in its sole discretion, all proceeds of insurance, including any casualty insurance proceeds, property insurance proceeds, proceeds from actions, and any other proceeds, shall be paid directly to the Administrative Agent and if necessary, assigned to the Administrative Agent, to be applied in accordance with Section 7.5 of this Agreement, whether or not the Secured Obligations are then due and payable.

(e) In the event that any insurance proceeds are paid to any Credit Party in violation of clause (d), such Credit Party shall, subject to the Intercreditor Agreement, hold the proceeds in trust for the Administrative Agent, segregate the proceeds from the other funds of such Credit Party, and promptly pay the proceeds to the Administrative Agent with any necessary endorsement. Upon the request of the Administrative Agent, each of the Borrower and its Subsidiaries shall execute and deliver to the Administrative Agent any additional assignments and other documents as may be necessary or desirable to enable the Administrative Agent to directly collect the proceeds as set forth herein.

Section 5.4. Compliance with Laws. Each Credit Party shall, and shall cause each of its Subsidiaries to, comply with all federal, state, and local laws and regulations (including Environmental Laws, Sanctions, Anti-Corruption Laws, and the Patriot Act) which are applicable to the operations and Property of any Credit Party and maintain all related permits necessary for the ownership and operation of each Credit Party's Property and business, except in any case where the failure to so comply could not reasonably be expected to result in a Material Adverse Change; provided that this Section 5.4 shall not prevent any Credit Party from, in good faith and with reasonable diligence, contesting the validity or application of any such laws or regulations by appropriate legal proceedings for which adequate reserves have been established in compliance with GAAP.

Section 5.5. Taxes. Each Credit Party shall, and shall cause each of its Subsidiaries to pay and discharge all taxes, assessments, and other charges and claims related thereto, in each case, which are material in amount, imposed on the Borrower or any of its Subsidiaries prior to the date on which penalties attach other than any tax, assessment, charge, or claims which is being contested in good faith and for which adequate reserves have been established in compliance with GAAP.

Section 5.6. New Subsidiaries. The Borrower shall deliver to the Administrative Agent each of the items set forth in Schedule 5.6 attached hereto within the time requirements set forth in Schedule 5.6 with respect to each Domestic Subsidiary of the Borrower created or acquired after the Effective Date.

Section 5.7. Security. Each Credit Party agrees that at all times before the termination of this Agreement, payment in full of the Obligations, the termination and return of all Letters of Credit (other than Letters of Credit as to which arrangements satisfactory to the applicable Issuing Lender in such Issuing Lender's sole discretion have been made) and termination in full of the Commitments, the Administrative Agent shall have an Acceptable Security Interest in the Collateral to secure the performance and payment of the Secured Obligations. Each Credit Party shall, and shall cause each of its Domestic Subsidiaries to, grant to the Administrative Agent a Lien in any Collateral of such Credit Party or such Domestic Subsidiary now owned or hereafter acquired promptly and to take such actions as may be required under the Security Documents or otherwise to ensure that the Administrative Agent has an Acceptable Security Interest in such Property.

Section 5.8. Deposit Accounts. Each Credit Party shall, and shall cause each of its Subsidiaries to, maintain their principal operating accounts and other deposit accounts with a Lender or any other bank that is reasonably acceptable to the Administrative Agent. Each Credit Party shall, and shall cause each of its Subsidiaries to, ensure such deposit accounts and all securities accounts (other than Excluded Accounts) are subject to Account Control Agreements in accordance with the terms of Section 2.17; provided that, notwithstanding anything to the contrary contained in this Agreement or the other Credit Documents, the requirements of this Section 5.8 shall not apply to deposit accounts constituting Excluded Deposit Accounts pursuant to clause (d) of the definition thereof.

Section 5.9. Records; Inspection. Each Credit Party shall, and shall cause each of its Subsidiaries to maintain proper, complete and consistent books of record with respect to such Person's operations, affairs, and financial condition in accordance with GAAP in all material respects. From time to time upon reasonable prior notice (without limiting the provisions of Section 5.12), each Credit Party shall permit any Lender and shall cause each of its Subsidiaries to permit any Lender, at such reasonable times and intervals and to a reasonable extent and under the reasonable guidance of officers of or employees delegated by officers of such Credit Party or such Subsidiary, to, subject to any applicable confidentiality considerations, examine and copy the books and records of such Credit Party or such Subsidiary, to visit and inspect the Property of such Credit Party or such Subsidiary, and to discuss the business operations and Property of such Credit Party or such Subsidiary with the officers and directors thereof; provided that, unless an Event of Default shall have occurred and be continuing, (a) only the Administrative Agent on behalf of the Lenders may exercise inspection, examination or audit rights under this Section 5.9 and (b) the Borrower shall bear the cost of only two (2) such inspections per fiscal year.

Section 5.10. Maintenance of Property. Each Credit Party shall, and shall cause each of its Subsidiaries to, maintain their material owned, leased, or operated Property necessary in the operation of its business in good condition and repair, normal wear and tear and casualty and condemnation (excluding casualty and condemnation which could, individually or in the aggregate, reasonably be expected to cause a Material Adverse Change) excepted; and shall abstain from, and cause each of its Subsidiaries to abstain from, knowingly or willfully permitting the commission of waste or other injury, destruction, or loss of natural resources, or the occurrence of pollution, contamination, or any other condition in, on or about the owned or operated Property involving the Environment that could reasonably be expected to result in Response activities and that could reasonably be expected to cause a Material Adverse Change; provided, however, that no Credit Party shall be required to maintain any property if the preservation thereof is no longer desirable in the conduct of the business of such Credit Party and the loss thereof is not adverse in any material respect to such Credit Party or the Lenders.

Section 5.11. Royalty Agreements. The Borrower shall, and shall cause each of its Subsidiaries to, timely pay all amounts owing pursuant to any royalty agreement to which the Borrower or any of its Subsidiaries is a party except where the failure to do so (a) does not materially impair the ability of the

Borrower and its Subsidiaries to use the Property subject to any Lien created by such royalty agreement in its business and (b) could not reasonably be expected to result in a Material Adverse Change.

Section 5.12. Field Examinations.

(a) The Borrower shall, and shall cause each of its Subsidiaries to, permit the Administrative Agent or a third party selected by the Administrative Agent to, upon the Administrative Agent's request in the Administrative Agent's Permitted Discretion, conduct field examinations, with respect to any Accounts included in the calculation of the Borrowing Base, at reasonable business times and upon reasonable prior notice to the Borrower; provided that: (i) if no Availability Trigger Period has occurred and is continuing, the Borrower shall bear the costs of only one such field examination in any fiscal year and (ii) during any period while an Availability Trigger Period has occurred and is continuing, the Borrower shall bear the cost of one (1) additional field examination in each fiscal year.

(b) [Reserved].

(c) If an Event of Default has occurred and is continuing, the Administrative Agent may perform any additional field examinations, and all such field examinations shall be performed at the Borrower's sole cost and expense.

(d) Notwithstanding anything herein to the contrary, (i) no Credit Party nor any Affiliate thereof nor any of the foregoing's respective equity holders are intended to, and no such Person shall be, third party beneficiaries of any audits, appraisals, field examinations, or collateral audit conducted by any Secured Party or any other Person at the direction of any Secured Party, (ii) no Secured Party is obligated to share any such material or information with any Person other than the directly intended and express beneficiary thereof and (iii) as a condition to any disclosure of such material or information which a Secured Party may, but is not obligated to, provide, the applicable Secured Party may require that the Borrower execute and deliver a confidential, non-reliance, or other disclosure agreement in form and substance acceptable to the disclosing Secured Party (which agreement would not go into effect until the delivery of the applicable audit, appraisal, field exam, or collateral audit).

Section 5.13. [Reserved].

Section 5.14. Further Assurances.

(a) Subject to applicable law, each Credit Party will cause (i) each Domestic Subsidiary formed or acquired after the date of this Agreement or (ii) any Person that guarantees the Exit Convertible Notes after the Effective Date, to become a Credit Party by executing a Joinder Agreement. Upon execution and delivery thereof, each such Person shall automatically become a Guarantor hereunder and thereupon shall have all of the rights, benefits, duties, and obligations in such capacity under the Credit Documents.

(b) The Borrower shall, and shall cause each Guarantor to, execute and deliver, or cause to be executed and delivered, to the Administrative Agent any and all further documents, financing statements, agreements and instruments, and take all further action (including filing Uniform Commercial Code and other financing statements, fixture filings, notice, mortgages, deeds of trust and other documents and such other actions or deliveries of the type required by Section 3.1, as applicable) that may be required under applicable law, or that the Required Lenders or the Administrative Agent may reasonably request, in order to effectuate the transactions contemplated by the Credit Documents and in order to grant, preserve, protect and perfect the validity of the security interests in the Collateral created or intended to be created by the Security Documents, all in form and substance reasonably satisfactory to the Administrative Agent and all at the expense of the Credit Parties.

(c) Landlord Agreements. On the date that is ninety (90) days after the Effective Date, the Borrower shall have used commercially reasonable efforts to cause to be delivered to the Administrative Agent lien waivers or subordination agreements in form and substance satisfactory to the Administrative Agent and executed by the landlords or lessors identified in, and covering each of the leased real properties listed on Schedule 4.5 and to the extent required pursuant to Section 6.18. At any time after the Effective Date, if the Borrower shall hold, store or otherwise maintain any equipment or Inventory with a fair market value in excess of $500,000 that is intended to constitute Collateral pursuant to the Security Documents at premises which are not owned by a Credit Party and located in the U.S., the Borrower shall use commercially reasonable efforts to cause to be delivered to the Administrative Agent lien waivers or subordination agreements in form and substance satisfactory to the Administrative Agent and executed by the landlords or lessors identified in, and covering such premises.

Section 5.15. Compliance with Anti-Corruption Laws and Sanctions. Each Credit Party will maintain in effect and enforce policies and procedures designed to ensure compliance by each Credit Party, their Subsidiaries, and their respective directors, officers, employees and agents with Anti-Corruption Laws and Sanctions.

Section 5.16. Accuracy of Information. The Credit Parties will ensure that any information, including financial statements or other documents, furnished to the Administrative Agent or the Lenders in connection with this Agreement or any other Credit Document or any amendment or modification hereof or thereof or waiver hereunder or thereunder contains no material misstatement of fact or omits to state any material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading, and the furnishing of such information shall be deemed to be a representation and warranty by the Borrower on the date thereof as to the matters specified in this Section 5.16; provided that, with respect to projected financial information, the Credit Parties will only ensure that such information was prepared in good faith based upon assumptions believed to be reasonable at the time.

Section 5.17. Casualty and Condemnations. The Borrower will (a) furnish to the Administrative Agent and the Lenders prompt written notice of any casualty or other insured damage to any material portion of the Collateral or the commencement of any action or proceeding for the taking of any material portion of the Collateral or interest therein under power of eminent domain or by condemnation or similar proceeding and (b) ensure that the Net Cash Proceeds of any such event (whether in the form of insurance proceeds, condemnation awards or otherwise) are collected and applied in accordance with the applicable provisions of this Agreement and the Credit Documents.

Section 5.18. Payment of Obligations. Each Credit Party will, and will cause each Subsidiary to, pay or discharge all Debt and all other material liabilities and obligations, including Taxes, before the same shall become delinquent or in default, except where (a) the validity or amount thereof is being contested in good faith by appropriate proceedings, (b) such Credit Party or Subsidiary has set aside on its books adequate reserves with respect thereto in accordance with GAAP and (c) the failure to make payment pending such contest could not reasonably be expected to result in a Material Adverse Change; provided, however, that each Credit Party will, and will cause each Subsidiary to, remit withholding taxes and other payroll taxes to appropriate Governmental Authorities as and when claimed to be due, notwithstanding the foregoing exceptions.

Section 5.19. Beneficial Ownership Certificate. If at any time any information contained in the most recent Beneficial Ownership Certification delivered hereunder becomes untrue, inaccurate, incorrect or incomplete, the Borrower will promptly provide an updated Beneficial Ownership Certification to the Administrative Agent correcting such information.

Section 5.20. Use of Proceeds. The proceeds of the Loans and Letters of Credit shall be used (a) to pay costs, fees and expenses related to the Credit Documents, (b) to provide working capital and (c) for other general corporate purposes of the Borrower and its Subsidiaries.

Section 5.21. Post-Closing Matters. The Borrower will, and will cause each of its Subsidiaries to, take each of the actions set forth on Schedule 5.21 within the time period prescribed therefor on such schedule (as such time period may be extended by the Administrative Agent).

ARTICLE 6
NEGATIVE COVENANTS

So long as any Obligation (other than (a) Letter of Credit Obligations which are not yet due and payable in connection with Letters of Credit which have been cash collateralized in accordance with this Agreement and (b) contingent indemnification obligations which are not due and payable and which by their terms survive the termination or expiration of this Agreement and the other Credit Documents) shall remain unpaid, any Lender shall have any Commitment hereunder, or there shall exist any Letter of Credit Exposure (other than Letter of Credit Exposure which has been cash collateralized in accordance with this Agreement), each Credit Party agrees to comply with the following covenants.

Section 6.1. Debt. No Credit Party shall, nor shall it permit any of its Subsidiaries to, create, assume, incur, suffer to exist, or in any manner become liable, directly, indirectly, or contingently in respect of, any Debt other than the following (collectively, the "Permitted Debt"):

(a) the Obligations;

(b) intercompany Debt incurred in the ordinary course of business owed by any Credit Party to any other Credit Party; provided that (i) if such Debt is secured by Liens, such Debt and any Liens securing such Debt are subordinated to the Secured Obligations and the Liens securing the Secured Obligations on terms and conditions and pursuant to documentation acceptable to the Administrative Agent in its sole discretion and (ii), if applicable, to the extent such Debt is an Investment, such Investment is also permitted in Section 6.3;

(c) unsecured Debt incurred for Borrowed Money on or after both (i) conversion of the Exit Convertible Notes and (ii) the 6-Month Financials Delivery Date, so long as, on a *pro forma* basis for such Debt incurrence, the Total Leverage Ratio does not exceed 1.00:1.00;

(d) Debt in the form of accounts payable to trade creditors for goods or services and current operating liabilities (other than for Borrowed Money) which in each case are not more than ninety (90) days past due, in each case incurred in the ordinary course of business, as presently conducted, unless contested in good faith by appropriate proceedings and adequate reserves for such items have been made in accordance with GAAP;

(e) purchase money indebtedness or Capital Leases, in each case, (i) subject to the Borrower's board of directors, managers or other applicable governing body, (ii) incurred for the purpose financing all or any part of the purchase price or cost of design, construction, installation or improvement of property, plant or equipment used in the business of such Credit Party or Subsidiary and (iii) in an aggregate principal amount (including any Permitted Refinancing thereof) not to exceed $[2,500,000] and any Permitted Refinancing thereof;

(f) Hedging Arrangements permitted under Section 6.15;

(g) Debt arising from the endorsement of instruments for collection in the ordinary course of business;

(h) Debt arising from the financing of insurance premiums of any Credit Party in an aggregate amount not to exceed $5,000,000 incurred to defer the cost of such insurance for the underlying term of such insurance policy;

(i) [Reserved];

(j) Debt in respect of the Exit Convertible Notes in an aggregate principal amount not to exceed the sum of (i) $40,000,000 and (ii) any capitalized interest on the Exit Convertible Notes added to the principal amount of the Exit Convertible Notes pursuant to the Exit Convertible Notes Documents as in effect on the date hereof, at any time and any Permitted Refinancing thereof;

(k) Debt under performance, stay, appeal and surety bonds or with respect to workers' compensation or other like employee benefit claims, in each case incurred in the ordinary course of business;

(l) [Reserved];

(m) [Reserved];

(n) [Reserved];

(o) guarantees of Debt of any Credit Party permitted under this Section 6.1;

(p) Debt arising from royalty agreements on customary terms entered into by the Borrower and its Subsidiaries in the ordinary course of business in connection with the purchase of Sand Reserves;

(q) Debt existing on the Effective Date and set forth on Schedule 6.1; and

(r) unsecured Debt not otherwise permitted under the preceding provisions of this Section 6.1; provided that the aggregate principal amount thereof shall not exceed $2,500,000 at any time.

Section 6.2. Liens. No Credit Party shall, nor shall it permit any of its Subsidiaries to, create, assume, incur, or suffer to exist any Lien on the Property of any Credit Party or any Subsidiary, whether now owned or hereafter acquired, or assign any right to receive any income, other than the following (collectively, the "Permitted Liens"):

(a) Liens securing the Secured Obligations pursuant to the Security Documents;

(b) Liens on the Collateral securing obligations under the Exit Convertible Notes Documents so long as such Liens are subject to the Intercreditor Agreement;

(c) Liens imposed by law (other than those addressed in Section 6.2(k)), such as landlord's, materialmen's, mechanics', carriers', workmen's and repairmen's liens, and other similar liens arising in the ordinary course of business securing obligations which if overdue for a period of more than thirty (30) days are being contested in good faith by appropriate procedures or proceedings and for which adequate reserves have been established;

(d) Liens arising in the ordinary course of business out of pledges or deposits under workers compensation laws, unemployment insurance, old age pensions, or other social security or retirement benefits, or similar legislation to secure public or statutory obligations;

(e) Liens for Taxes, assessment, or other governmental charges which are not yet delinquent and payable or, if overdue, which are being actively contested in good faith by appropriate proceedings and adequate reserves for such items have been made in accordance with GAAP;

(f) Liens securing purchase money debt or Capital Lease obligations permitted under Section 6.1(d); provided that each such Lien encumbers only the Property purchased in connection with the creation of any such purchase money debt or the subject of any such Capital Lease, and all proceeds and products thereof (including insurance proceeds) and accessions thereto, and the amount secured thereby is not increased;

(g) encumbrances consisting of minor easements, zoning restrictions, or other restrictions on the use of real property that do not (individually or in the aggregate) materially affect the value of the assets encumbered thereby or materially impair the ability of any Credit Party to use such assets in its business, and none of which is violated in any material aspect by existing or proposed structures or land use;

(h) Liens arising solely by virtue of any statutory or common law provision relating to banker's liens, rights of set-off or similar rights and remedies and burdening only deposit accounts or other funds maintained with a depository institution;

(i) Liens on cash, deposit accounts or securities pledged or encumbered to secure performance of tenders, surety and appeal bonds, government contracts, performance and return of money bonds, bids, trade contracts, leases, statutory obligations, regulatory obligations and other obligations of a like nature incurred in the ordinary course of business and securing obligations in an amount not to exceed $2,500,000;

(j) judgment and attachment Liens not giving rise to an Event of Default;

(k) Liens in favor of a banking institution arising by operation of law encumbering deposits in accounts held by such banking institution incurred in the ordinary course of business and which are within the general parameters customary in the banking industry;

(l) other Liens securing Debt or other obligations outstanding in the aggregate principal amount not in excess of $1,000,000;

(m) Any interest or title of a lessor, sublessor, licensor or sublicensor under any lease or license entered into in the ordinary course of business and covering only the asset so leased or licensed;

(n) Defects and irregularities in title to any Property which in the aggregate do not materially impair the fair market value or use of the Property for the purposes for which it is or may reasonably be expected to be held;

(o) Liens (i) on advances of cash or earnest money deposits in favor of the seller of any property to be acquired in connection with Capital Expenditure or Acquisition permitted hereunder, which advances shall be applied against the purchase price for such permitted Capital Expenditure or Acquisition or (ii) consisting of an agreement to dispose of any Property in an asset sale permitted by Section 6.8 solely to the extent such asset sale would have been permitted on the date of the creation of such Lien; and

(p) Liens on Property of the Borrower or its Subsidiaries existing on the date hereof and set forth in Schedule 6.2; provided that such Liens shall secure only those obligations which they secure on the date hereof and refinancing, extensions, renewals and replacements thereof permitted hereunder.

Section 6.3. Investments. No Credit Party shall, nor shall it permit any of its Subsidiaries to, make or hold any direct or indirect investment (each, an "Investment") in any other Person, including capital contributions to the Person, investments in or the acquisition of the debt or equity securities of the Person, or any loans, guaranties, trade credit, or other extensions of credit to any Person, other than the following (collectively, the "Permitted Investments"):

(a) Investments in the form of trade credit to customers of a Credit Party arising in the ordinary course of business and represented by accounts from such customers;

(b) Liquid Investments;

(c) loans, advances, or capital contributions to, or investments in, or purchases or commitments to purchase any stock or other securities or evidences of indebtedness of or interests in any Person and existing on the date hereof, in each case as specified in the attached Schedule 6.3; provided that, the respective amounts of such loans, advances, capital contributions, investments, purchases and commitments shall not be increased (other than appreciation);

(d) Investments by (i) a Subsidiary that is not a Credit Party in or to any Credit Party, (ii) a Subsidiary that is not a Credit Party in or to any Subsidiary that is not a Credit Party or (iii) a Credit Party in or to any other Credit Party or any Subsidiary of a Credit Party; provided that with respect to Investments in Subsidiaries that are not Credit Parties, the aggregate amount of such Investments at the time such Investments are made shall not exceed $500,000;

(e) creation of any additional Subsidiaries so long as the requirements in Section 5.6 are met;

(f) Investments received in connection with the bankruptcy or reorganization of, or settlement of delinquent accounts and disputes with, customers and suppliers, in each case, arising in the ordinary course of business;

(g) promissory notes and other non-cash consideration received by the Borrower and its Subsidiaries in connection with any asset sale permitted by Section 6.8(j);

(h) [Reserved];

(i) guarantees of obligations (not in respect of Debt) of the Credit Parties incurred in the ordinary course of business;

(j) Investments consisting of Debt or Acquisitions permitted by this Article 6;

(k) [Reserved];

(l) following the twelve (12) month anniversary of the Effective Date, other Investments, so long as (i) both immediately before and immediately after giving effect to such Investment, the Payment Conditions are satisfied and (ii) on the date such Investment is made, the Borrower provides the Administrative Agent with a certificate from an authorized officer of the Borrower dated as of such date certifying that the requirements in clause (i) above has been met with respect to such Investment and providing supporting calculations with respect thereto;

(m) Investments existing on the Effective Date (i) in wholly-owned Subsidiaries set forth on Schedule 4.11 and (ii) as otherwise set forth on Schedule 6.3; and

(n) other Investments in an aggregate amount not in excess of $1,000,000 at the time such Investments are made.

Section 6.4. Acquisitions. No Credit Party shall, nor shall it permit any of its Subsidiaries to, make any Acquisition, unless (a) such Acquisition is substantially related to the business of the Borrower and its Subsidiaries, taken as a whole, and is not hostile, (b) if such Acquisition is an Acquisition of the Equity Interests of a Person, such Acquisition is structured so that the acquired Person (or its successor in interest) shall become a direct or indirect Domestic Subsidiary of the Borrower and comply with the requirements of Section 5.6, (c) if such Acquisition is an Acquisition of assets, such Acquisition is structured so that a Credit Party shall acquire such assets, (d) no Default or Event of Default shall have occurred or be continuing or would result from such Acquisition, (e)(i) immediately before and immediately after giving effect to such Acquisition, the Payment Conditions are satisfied and (ii) on the date such Acquisition is made, the Borrower provides the Administrative Agent with a certificate from an authorized officer of the Borrower dated as of such date certifying that the requirements in clause (e)(i) above has been met with respect to such Acquisition and providing supporting calculations with respect thereto and (f) if any assets acquired in connection with such Acquisition are required to be included in the calculation of the Borrowing Base hereunder, such assets shall be subject to a field examination, at the Borrower's expense, prior to being included in the calculation of the Borrowing Base and (g) such Acquisition occurs after the twelve (12) month anniversary of the Effective Date"; provided that for any Acquisition made by the Borrower or any of its Subsidiaries the consideration for which is in excess of $5,000,000, the Borrower will deliver or cause to be delivered to the Administrative Agent, at least two (2) weeks prior to the closing date of such Acquisition, information and other materials that Borrower has provided to its board of directors with respect to any such Acquisition

Section 6.5. Agreements Restricting Liens. No Credit Party shall, nor shall it permit any of its Subsidiaries to, create, incur, assume or permit to exist any contract, agreement or understanding (other than (a) this Agreement or the other Credit Documents, (b) the Exit Convertible Notes Documents, (c) agreements governing Debt permitted by Sections 6.1(d) to the extent such restrictions govern only the Property (and all proceeds and products thereof and accessions thereto) financed pursuant to such Debt, (d) any prohibition or limitation that exists pursuant to applicable requirements of a Governmental Authority, (e) any prohibition or limitation that restricts subletting or assignment of leasehold interests contained in any lease governing a leasehold interest of Borrower or its Subsidiaries and customary provisions in other contracts restricting assignment thereof, (f) agreements in connection with a sale of assets permitted by Section 6.8, (g) any prohibition or limitation that exists in any contract to which a Credit Party is a party on the date hereof so long as (i) such prohibition or limitation is generally applicable and does not specifically prohibit any of the Debt or the Liens granted under the Credit Documents, and (ii) the noncompliance of such prohibition or limitation would not reasonably be expected to be adverse to the Administrative Agent or the Lenders) which in any way prohibits or restricts the granting, conveying, creation or imposition of any Lien on any of its Property (including (A) any fee owned real property of any Credit Party and (B) any Certificated Equipment of any Credit Party), whether now owned or hereafter acquired, to secure the Secured Obligations or restricts any Subsidiary from paying Restricted Payments to the Borrower, or which requires the consent of or notice to other Persons in connection therewith, which consent or notice has not been obtained or given on a permanent and irrevocable basis such that no further consent of or notice to such other Person is required to be given in connection with any such Lien or Restricted Payment.

Section 6.6. Use of Proceeds.

(a) No Credit Party shall, nor shall it permit any of its Subsidiaries to use the proceeds of the Loans or the Letters of Credit for any purposes other than the purposes set forth in Section 5.20. No Credit Party shall, nor shall it permit any of its Subsidiaries to, directly or indirectly, use any part of the proceeds of Loans or Letters of Credit for any purpose which violates, or is inconsistent with, Regulation T, Regulation U, or Regulation X.

(b) The Borrower will not request any Loans or Letter of Credit, and the Borrower shall not use, and shall procure that its Subsidiaries and its or their respective directors, officers, employees and agents shall not use, the proceeds of any Loan or Letter of Credit (i) in furtherance of an offer, payment, promise to pay, or authorization of the payment or giving of money, or anything else of value, to any person in violation of any Anti-Corruption Laws, (ii) for the purposes of funding, financing or facilitation of any activities, business or transaction of or with any Sanctioned Person, or in any Sanctioned Country, to the extent such activities, business or transaction would be prohibited by Sanctions if conducted by a corporation incorporated in the United States or in a European Union member state or the United Kingdom or (iii) in any manner that would result in the violation of any Sanctions applicable to any party hereto. No Credit Party will use the proceeds of any Loan or Letter of Credit in any way that will violate any Anti-Corruption Laws or Sanctions.

Section 6.7. Corporate Actions; Accounting Changes.

(a) No Credit Party shall, nor shall it permit any of its Subsidiaries to, merge or consolidate with or into any other Person except that (i) (A) the Borrower may merge with any of its wholly-owned Subsidiaries so long as the Borrower is the surviving entity, (B) any Credit Party may merge or be consolidated with or into any other Credit Party, (C) any Subsidiary that is not a Credit Party may merge or be consolidated with or into any other Subsidiary that is not a Credit Party and (D) any Subsidiary that is not a Credit Party may merge with or into any Credit Party so long as such Credit Party is the surviving entity and (ii) any wholly-owned Subsidiary of the Borrower may merge with another Person in order to consummate an Acquisition or disposition permitted under Section 6.4 or Section 6.8, respectively, so long as, in the case of any such permitted Acquisition, such wholly-owned Subsidiary is the surviving entity; provided that immediately after giving effect to any such proposed transaction no Default would exist, in the case of any such merger to which the Borrower is a party, the Borrower is the surviving entity and in the case of any such merger to which any Credit Party is a party, such Credit Party is the surviving entity.

(b) No Credit Party shall, nor shall it permit any of its Subsidiaries to (i) without written providing notice to the Administrative Agent ten (10) days prior (or such later time as the Administrative Agent may agree in its sole discretion), change its name, change its state of incorporation, formation or organization, change its organizational identification number or reorganize in another jurisdiction, (ii) create or suffer to exist any Subsidiary not existing on the date of this Agreement, provided that, the Borrower may create or acquire a new Subsidiary if the Credit Parties and such new Subsidiary complies with Section 5.6 and such transactions otherwise comply with the terms of this Agreement and so long as such new Subsidiary is not a Foreign Subsidiary, (iii) amend, supplement, modify or restate their articles or certificate of incorporation or formation, limited partnership agreement, bylaws, limited liability company agreements, or other equivalent organizational documents in a manner that could reasonably be expected to be materially adverse to the interests of the Administrative Agent and the Lenders, or (iv) change the method of accounting employed in the preparation of the Initial Financial Statements except in accordance with GAAP or change the fiscal year end of the Borrower unless, in each case, approved in writing by the Required Lenders.

Section 6.8. Sale of Assets. No Credit Party shall, nor shall it permit any of its Subsidiaries to, sell, convey, or otherwise transfer or dispose of (in one transaction or in a series of related transactions and whether effected pursuant to a division or otherwise) any of its assets except that (a) any Credit Party may

sell Inventory in the ordinary course of business; (b) any Credit Party may sell, convey, dispose or otherwise transfer any of its assets to any other Credit Party; (c) any Credit Party may make dispositions of obsolete or worn out Property in the ordinary course of business, and dispositions of Property no longer useful or used by the Borrower and its Subsidiaries in the conduct of its business; (d) any Credit Party may make dispositions of equipment to the extent that such Property is exchanged for credit against the purchase price of similar replacement Property or the proceeds of which are reasonably promptly applied to the purchase price of such replacement Property; (e) any Credit Party may make dispositions of Liquid Investments; (f) any Credit Party may make dispositions of Accounts in connection with the collection or compromise thereof in the ordinary course of business; (g) any Credit Party may enter into leases, subleases, licenses or sublicenses or Property in the ordinary course of business and which do not materially interfere with the business of the Borrower and its Subsidiaries; (h) any Credit Party may make transfers of property subject to Casualty Events, subject to the Borrower's compliance with Section 2.4(c)(ii); (i) to the extent constituting dispositions, any Credit Party may make dispositions permitted by Sections 6.3, 6.7 and 6.9 ; and (j) the Borrower and its Subsidiaries may sell, convey, dispose or otherwise transfer any Properties not otherwise permitted under the preceding clauses (a) through (i); provided that (x) no Default has occurred and is continuing or would be caused thereby, (y) at least 80% of the proceeds of all such sales, conveyance, dispositions and transfers shall consist of cash or Liquid Investments and shall be in an amount no less than the fair market value of such Properties and (z) the aggregate amount of all such sales, conveyance, dispositions and transfers shall not exceed $4,000,000 in any fiscal year.

Section 6.9. Restricted Payments. No Credit Party shall, nor shall it permit any of its Subsidiaries to make any Restricted Payments except that:

(a) (i) the Subsidiaries of the Borrower may make Restricted Payments to the Borrower or any other Credit Party that is a Subsidiary of the Borrower and (ii) any Subsidiary of the Borrower that is not a Credit Party may make Restricted Payments to any other Subsidiary of the Borrower that is not a Credit Party;

(b) [Reserved];

(c) following the twelve (12) month anniversary of the Effective Date, the Borrower may make Restricted Payments, other than Restricted Payments in respect of principal or interest payments on Permitted Debt, so long as (i) both immediately before such payment is made and immediately after giving effect thereto, the Payment Conditions are satisfied and (ii) on the date such Restricted Payment is made, the Borrower provides the Administrative Agent with a certificate from an authorized officer of the Borrower dated as of such date certifying that the requirements in clause (i) above has been met with respect to such Restricted Payment and providing supporting calculations with respect thereto;

(d) the Borrower may make dividends or distributions payable solely in common or Equity Interests of the Borrower; and

(e) Credit Parties may make Restricted Payments in respect of principal payments, voluntary, mandatory or scheduled, and interest payments on Permitted Debt, so long as: (x) no Event of Default exists or would result therefrom and (y) both immediately before such payment is made and immediately after giving effect thereto:

(i) with respect to optional prepayments or redemptions (including offers to redeem) in respect of principal of Debt, including the Exit Convertible Notes, so long as, (A) such prepayment or redemption is after the twelve (12) month anniversary of the Effective Date, (B), the Liquidity of the Credit Parties exceeds $12,500,000, (C) the Fixed Charge Coverage Ratio is greater than 1.25:1.00 and (D) the difference of (1) the Borrowing Base minus (2) Eligible Cash is

greater than the aggregate Revolving Credit Exposure, in each case, on a pro forma basis for such optional prepayments or redemptions;

(ii) with respect to mandatory or scheduled prepayments or redemptions (including offers to redeem) in respect of principal of Debt, so long as, (A) the Liquidity of the Credit Parties exceeds $12,500,000 and (B) the Fixed Charge Coverage Ratio is greater than 1.25:1.00, in each case, on a pro forma basis for such mandatory prepayments or redemptions; and

(iii) with respect to cash interest payments on Debt, including the Exit Convertible Notes, so long as, (A) such prepayment or redemption is after the twelve (12) month anniversary of the Effective Date, (B) the Liquidity of the Credit Parties exceeds $12,500,000, (C) the Fixed Charge Coverage Ratio is greater than 1.25:1.00 and (D) the difference of (1) the Borrowing Base minus (2) Eligible Cash is greater than the aggregate Revolving Credit Exposure, in each case, on a pro forma basis for such cash interest payment;

Section 6.10. Affiliate Transactions. No Credit Party shall, nor shall it permit any of its Subsidiaries to, directly or indirectly, enter into or permit to exist any transaction or series of transactions (including, but not limited to, the purchase, sale, lease or exchange of Property, the making of any investment, the giving of any guaranty, the assumption of any obligation or the rendering of any service) with any of their Affiliates which are not Credit Parties unless such transaction or series of transactions is (a) on terms no less favorable to the Borrower or any Subsidiary, as applicable, than those that could be obtained in a comparable arm's length transaction with a Person that is not such an Affiliate and (b) if such transaction or series of transactions involves consideration in excess of $[__], the terms of such transaction or series of transactions have been approved by the board of directors, managers or other applicable governing body of such Credit Party or its Subsidiaries except for (i) the Restricted Payments permitted under Section 6.9, (ii) reasonable and customary director, officer and employee compensation, including bonuses and severance (which compensation may be paid to affiliates of such directors, officers and employees at the direction of the applicable director, officer or employee), indemnification and other benefits (including retirement, health, stock option and other benefit plans), (iii) the transactions set forth on Schedule 6.10, and (iv) the issuance by the Borrower of Equity Interests (other than Disqualified Stock) to any Affiliate (other than to a Subsidiary of the Borrower) or the receipt by the Borrower of any equity contributions from an Affiliate (other than from a Subsidiary of the Borrower).

Section 6.11. Line of Business. No Credit Party shall, and shall not permit any of its Subsidiaries to, change the character of the Borrower's and its Subsidiaries collective business as conducted on the Effective Date, or engage in any type of business not reasonably related to the Borrower's and its Subsidiaries collective business as presently and normally conducted.

Section 6.12. Hazardous Materials. No Credit Party (a) shall, nor shall it permit any of its Subsidiaries to, create, handle, transport, use, or dispose of any Hazardous Substance or Hazardous Waste, except in the ordinary course of its business and except in compliance with Environmental Law other than to the extent that such non-compliance could not, individually or in the aggregate, reasonably be expected to result in a Material Adverse Change or in any liability to the Lenders or the Administrative Agent, and (b) shall, nor shall it permit any of its Subsidiaries to, Release any Hazardous Substance or Hazardous Waste into the Environment and shall not permit any Credit Party's or any Subsidiary's Property to be subjected to any Release of Hazardous Substance or Hazardous Waste, except in compliance with Environmental Law other than to the extent that such non-compliance could not, individually or in the aggregate, reasonably be expected to result in a Material Adverse Change or in any liability on the Lenders or the Administrative Agent.

Section 6.13. Compliance with ERISA. Except for matters that individually or in the aggregate could not reasonably be expected to cause a Material Adverse Change, no Credit Party shall, nor shall it permit any of its Subsidiaries to, directly or indirectly: (a) engage in any transaction in connection with which the Borrower or any Subsidiary could be subjected to either a civil penalty assessed pursuant to Section 502(c), (i) or (1) of ERISA or a tax imposed by Chapter 43 of Subtitle D of the Code; (b) terminate, or permit any member of the Controlled Group to terminate, any Plan in a manner, or take any other action with respect to any Plan, which could result in any liability of the Borrower, any Subsidiary or any member of the Controlled Group to the PBGC; (c) fail to make, or permit any member of the Controlled Group to fail to make, full payment when due of all amounts which, under the provisions of any Plan, agreement relating thereto or applicable law, the Borrower, a Subsidiary or member of the Controlled Group is required to pay as contributions thereto; (d) permit to exist, or allow any Subsidiary or any member of the Controlled Group to permit to exist, any failure to satisfy the "minimum funding standards" under Sections 302 or 303 of ERISA or Sections 412 or 430 of the Code with respect to any Plan; (e) permit, or allow any member of the Controlled Group to permit, the actuarial present value of the benefit liabilities (as "actuarial present value of the benefit liabilities" shall have the meaning specified in Section 4041 of ERISA) under any Plan that is regulated under Title IV of ERISA to exceed the current value of the assets (computed on a plan termination basis in accordance with Title IV of ERISA) of such Plan allocable to such benefit liabilities; (f) contribute to or assume an obligation to contribute to, or permit any member of the Controlled Group to contribute to or assume an obligation to contribute to, any multiemployer plan (as defined in Section 4001(a)(3) of ERISA); (g) acquire, or permit any member of the Controlled Group to acquire, an interest in any Person that causes such Person to become a member of the Controlled Group if such Person sponsors, maintains or contributes to, or at any time in the six-year period preceding such acquisition has sponsored, maintained, or contributed to, (i) any multiemployer plan (as defined in Section 4001(a)(3) of ERISA), or (ii) any other employee benefit plan that is subject to Title IV of ERISA under which the actuarial present value of the benefit liabilities under such plan exceeds the current value of the assets (computed on a plan termination basis in accordance with Title IV of ERISA) of such plan allocable to such benefit liabilities; (h) incur, or permit any member of the Controlled Group to incur, a liability to or on account of a Plan under sections 515, 4062, 4063, 4064, 4201 or 4204 of ERISA; or (i) contribute to or assume an obligation to contribute to any employee welfare benefit plan, as defined in section 3(1) of ERISA, including, without limitation, any such plan maintained to provide benefits to former employees of such entities, that may not be terminated by such entities in their sole discretion at any time without any liability.

Section 6.14. Sale and Leaseback Transactions. No Credit Party shall, nor shall it permit any of its Subsidiaries to, sell or transfer to a Person any Property, whether now owned or hereafter acquired, if at the time or thereafter the Borrower or a Subsidiary shall lease as lessee such Property or any part thereof or other Property which the Borrower or a Subsidiary intends to use for substantially the same purpose as the Property sold or transferred.

Section 6.15. Limitation on Hedging. No Credit Party shall, nor shall it permit any of its Subsidiaries to, (a) purchase, assume, or hold a speculative position in any commodities market or futures market or enter into any Hedging Arrangement for speculative purposes; or (b) be party to or otherwise enter into any Hedging Arrangement which (i) is entered into for reasons other than as a part of its normal business operations as a risk management strategy and/or hedge against changes resulting from market conditions related to the Borrower's or its Subsidiaries' operations, or (ii) obligates the Borrower or any of its Subsidiaries to any margin call requirements or otherwise requires the Borrower or any of its Subsidiaries to put up money, assets or other security (other than unsecured letters of credit). Furthermore, no Credit Party shall, nor shall it permit any of its Subsidiaries be party to or otherwise enter into any Hedging Arrangement which relate to interest rates if such Hedging Arrangement relate to payment obligations on Debt which is not permitted to be incurred under Section 6.1 above, the aggregate notional amount of all such Hedging Arrangements exceeds 100% of the outstanding principal balance of the Debt to be hedged

by such Hedging Arrangements or an average of such principal balances calculated using a generally accepted method of matching interest swap contracts to declining principal balances, the floating rate index of each such contract generally matches the index used to determine the floating rates of interest on the corresponding indebtedness to be hedged by such contract, such Hedging Arrangement is with a counterparty or has a guarantor of the obligation of the counterparty who (unless such counterparty is a Lender or one of its Affiliates) at the time the Hedging Arrangement is made is rated lower than A by S & P or A2 by Moody's, or the floating rate index of such Hedging Arrangement does not generally match the index used to determine the floating rates of interest on the corresponding Debt to be hedged by such Hedging Arrangement.

Section 6.16. Fixed Charge Coverage Ratio. At any time on or after the 6-Month Financials Delivery Date and upon the occurrence of and during the continuance of a Covenant/Dominion Trigger Period, the Borrower shall not permit the Fixed Charge Coverage Ratio to be less than 1.00:1.00 as of the last day of the most recent twelve (12) month period then ending for which financial statements have been delivered. Once such covenant is in effect, the Borrower shall continue to maintain such Fixed Charge Coverage Ratio as of the last date of each month thereafter until such Covenant/Dominion Trigger Period is no longer continuing.

Section 6.17. Minimum Liquidity. The Credit Parties shall not permit Liquidity at any time prior to 6-Month Financials Delivery Date to be less than $10,000,000.

Section 6.18. Landlord Agreements. No Credit Party shall, nor shall it permit any of its Subsidiaries to (a) hold, store or otherwise maintain any equipment or Inventory that is intended to constitute Collateral pursuant to the Security Documents at premises which are not owned by a Credit Party and located in the U.S. unless (i) such equipment is located at the job site under which such equipment is then currently under contract, (ii) such equipment or Inventory is located at premises within the U.S. that are not owned by a Credit Party and with respect to which such Credit Party has used commercially reasonable efforts to obtain a lien waiver or subordination agreement in form and substance satisfactory to the Administrative Agent, (iii) such equipment is office equipment, (iv) such equipment or Inventory is in transit or being temporarily stored for the purposes of being transported, (v) such equipment is off location for servicing, repairs or modification, (vi) such equipment is being held for delivery, or (vii) the aggregate value of all equipment and Inventory located at premises which are not owned by a Credit Party and with respect to which a Credit Party has not used commercially reasonable efforts to obtain a lien waiver or subordination agreement in form and substance satisfactory to the Administrative Agent does not exceed $500,000, or (b) after the date hereof, enter into any new verbal or written leases for premises with any Person who has not executed a lien waiver or subordination agreement in form and substance satisfactory to the Administrative Agent unless the equipment or Inventory located on such premises would fall under any of the provisions in the foregoing clause (a).

Section 6.19. Operating Leases. The Credit Parties and their Subsidiaries, taken as a whole, shall not at any time have obligations as lessee with respect to Operating Leases (including all lease payments with respect to all Operating Leases entered into by any Credit Party or Subsidiary but excluding payments for taxes, insurance, and other non-rental expenses to the extent not included within the stated amount of the rental payments under Operating Leases) exceeding $25,000,000 during any fiscal year.

Section 6.20. Amendment of Material Contracts. No Credit Party shall, nor shall it permit any of its Subsidiaries to, amend, restate, supplement or otherwise modify:

(a) any Material Contract and any agreement or documentation relating thereto, in each case in a manner materially adverse to the interests of the Administrative Agent or the Lenders, without the prior written consent of the Required Lenders;

(b) any Exit Note Document in a manner adverse to the interests of the Administrative Agent or the Lenders, without the prior written consent of the Required Lenders; and

(c) the documentation evidencing any Debt if the effect thereof would be to (i) increase the principal amount of such Debt (ii) make the final maturity of such Debt occur sooner, (iii) shorten the weighted average life to maturity of such Debt, (iv) cause the documentation evidencing such Debt to contain representations, warranties, covenants and events of default, taken as a whole, that are less favorable to the Borrower in any material respect than this Agreement, (v) (A) if such Debt is unsecured, cause such Debt to become secured or (B) if such Debt is secured, cause such Debt to be secured by any collateral that does not secure such Debt or on a greater priority than such Debt, in each case, prior to such amendment, restatement, supplement or other modification, (vi) if such Debt or any guarantees in respect thereof are subordinated to the Obligations, cause such Debt not to remain so subordinated or to be subordinated on terms less favorable to the Administrative Agent and the Lenders or (vii) change the direct and contingent obligors with respect to such Debt, in each case, without the prior written consent of the Required Lenders.

Section 6.21. Repayment of Exit Convertible Notes. No Credit Party shall use or permit the use of any Net Cash Proceeds from a Prepayment Event with respect to ABL Priority Collateral to repay obligations under the Exit Convertible Notes Indenture.

ARTICLE 7
DEFAULT AND REMEDIES

Section 7.1. Events of Default. The occurrence of any of the following events shall constitute an "Event of Default" under this Agreement and any other Credit Document:

(a) Payment Failure. Any Credit Party (i) fails to pay any principal or any reimbursement obligation in respect of any Letter of Credit Disbursement when due under this Agreement or (ii) fails to pay, within three (3) Business Days of when due, any interest or any other amount under this Agreement or any other Credit Document, including payments of fees, reimbursements, and indemnifications;

(b) False Representation or Warranties. Any representation or warranty made or deemed to be made by any Credit Party, the Canadian Subs or any officer thereof in this Agreement, in any other Credit Document or in any certificate delivered in connection with this Agreement or any other Credit Document is incorrect, false or otherwise misleading in any material respect at the time it was made or deemed made;

(c) Breach of Covenant. (i) Any breach by any Credit Party or the Canadian Subs of any of the covenants in Section 5.1(a), Section 5.2(d), Section 5.2(h), Section 5.3(a), Section 5.11, Section 5.15, Section 5.20 or Article 6 (other than Sections 6.11, 6.12 or 6.17) of this Agreement or (ii) any breach by any Credit Party or the Canadian Subs of any other covenant contained in this Agreement or any other Credit Document and such breach shall remain unremedied for a period of thirty (30) days following the earlier of (A) the date on which Administrative Agent gave notice of such failure to Borrower and (B) the date any Responsible Officer of the Borrower or any Subsidiary acquires actual knowledge of such failure (such grace period to be applicable only in the event such Default can be remedied by corrective action of the Borrower or any Subsidiary);

(d) Guaranties. Any provisions in the Guaranties shall at any time (before its expiration according to its terms) and for any reason cease to be in full force and effect and valid and binding on the Guarantors party thereto or shall be contested by any party thereto; any Guarantor shall deny it has any liability or obligation under such Guaranties;

(e) Security Documents. Any Security Document shall at any time and for any reason cease to create an Acceptable Security Interest in Collateral with a fair value in excess of $500,000 in the aggregate purported to be subject to such agreement in accordance with the terms of such agreement or any material provisions thereof shall cease to be in full force and effect and valid and binding on the Credit Party that is a party thereto or any such Person shall so state in writing (unless released or terminated pursuant to the terms of such Security Document), except as a result of the Administrative Agent's failure to maintain possession of any stock certificates, promissory notes or other instruments delivered to it under the Security Documents;

(f) Cross-Default. (i) The Borrower, the Canadian Subs or any Guarantor shall fail to pay any principal of or premium or interest (A) under the Exit Convertible Notes Indenture or (B) on its other Debt incurred after the Effective Date which is outstanding in a principal amount of at least $2,500,000 individually or when aggregated with all such Debt of the Borrower and the Subsidiaries so in default (but excluding Debt hereunder) when the same becomes due and payable (whether by scheduled maturity, required prepayment, acceleration, demand or otherwise), and such failure shall continue after the applicable grace period, if any, specified in the agreement or instrument relating to such Debt; or (ii) any other event shall occur or condition shall exist under any agreement or instrument relating to (A) the Exit Convertible Notes Indenture or (B) its other Debt incurred after the Effective Date which is outstanding in a principal amount of at least $$2,500,000 individually or when aggregated with all such Debt of the Borrower and the Subsidiaries so in default (other than Debt hereunder), and shall continue after the applicable grace period, if any, specified in such agreement or instrument, if the effect of such event or condition is to accelerate, or to permit the acceleration of, the maturity of such Debt prior to the stated maturity thereof; provided that for purposes of this paragraph (f), the "principal amount" of the obligations in respect of Hedging Arrangements at any time shall be the maximum aggregate amount (giving effect to any netting agreements) that would be required to be paid if such Hedging Arrangements were terminated at such time;

(g) Bankruptcy and Insolvency. Any Credit Party (i) admits in writing its inability to pay its debts generally as they become due; makes an assignment for the benefit of its creditors; consents to or acquiesces in the appointment of a receiver, liquidator, fiscal agent, or trustee of itself or any of its Property; files a petition under bankruptcy or other laws for the relief of debtors; or consents to any reorganization, arrangement, workout, liquidation, dissolution, or similar relief or (ii) shall have had, without its consent: any court enter an order appointing a receiver, liquidator, fiscal agent, or trustee of itself or any of its Property; any petition filed against it seeking reorganization, arrangement, workout, liquidation, dissolution or similar relief under bankruptcy or other laws for the relief of debtors and such petition shall not be dismissed, stayed, or set aside for an aggregate of sixty (60) days, whether or not consecutive;

(h) Settlements; Adverse Judgment. The Borrower or any of its Subsidiaries enters into a settlement of any claim against any of them when a suit has been filed or suffers final judgments against any of them since the date of this Agreement in an aggregate amount, less (i) any insurance proceeds covering such settlements or judgments which are received or as to which the insurance carriers have not denied liability and (ii) with respect to settlements, any portion of such settlement not required to be paid in cash during the term of this Agreement, greater than $2,500,000 and, in the case of final judgments, either (A) enforcement proceedings shall have been commenced by any creditor upon such judgments or (B) there shall be any period of thirty (30) consecutive days during which a stay of enforcement of such judgments, by reason of a pending appeal or otherwise, shall not be in effect;

(i) Termination Events. Any Termination Event with respect to a Plan shall have occurred, and, thirty (30) days after notice thereof shall have been given to the Borrower by the Administrative Agent, such Termination Event shall not have been corrected and shall have created and caused to be continuing a material risk of Plan termination or liability for withdrawal from the Plan as a "substantial employer" (as

defined in Section 4001(a)(2) of ERISA), which termination could reasonably be expected to result in a liability of, or liability for withdrawal could reasonably be expected to be, greater than $2,500,000;

(j) Plan Withdrawals. The Borrower or any member of the Controlled Group as employer under a Multiemployer Plan shall have made a complete or partial withdrawal from such Multiemployer Plan and such withdrawing employer shall have incurred a withdrawal liability in an annual amount exceeding $1,250,000;

(k) Credit Documents. (i) Any material provision of any Credit Document, except to the extent permitted by the terms thereof, shall for any reason cease to be valid and binding on the Borrower or a Guarantor or any of their respective Subsidiaries or any such Person shall so state in writing or (ii) the occurrence of any "default", as defined in any Credit Document (other than this Agreement), or the breach of any of the terms or provisions of any Credit Document (other than this Agreement), which default or breach continues beyond any grace period therein provided;

(l) Material Contracts. The occurrence of any breach or nonperformance by any Person under a Material Contract or any early termination of any Material Contract, which breach, nonperformance or early termination could reasonably be expected to cause a Material Adverse Change; or

(m) Change in Control. The occurrence of a Change in Control.

Section 7.2. Optional Acceleration of Maturity. If any Event of Default shall have occurred and be continuing, then, and in any such event,

(a) the Administrative Agent (i) shall at the request, and may with the consent, of the Required Lenders, by notice to the Borrower, declare that the obligation of each Lender to make Loans and the obligation of the Issuing Lenders to issue Letters of Credit shall be terminated, whereupon the same shall forthwith terminate, and (ii) shall at the request, and may with the consent, of the Required Lenders, by notice to the Borrower, declare the Revolving Notes, all accrued and unpaid interest thereon, and all other amounts payable under this Agreement to be forthwith due and payable, whereupon the Revolving Notes, all such interest, and all such amounts shall become and be forthwith due and payable in full, without presentment, demand, protest or further notice of any kind (including, without limitation, any notice of intent to accelerate or notice of acceleration), all of which are hereby expressly waived by each of the Credit Parties,

(b) the Borrower shall, on demand of the Administrative Agent at the request or with the consent of the Required Lenders, deposit with the Administrative Agent into the Cash Collateral Account an amount of cash equal to the outstanding Letter of Credit Exposure as security for the Secured Obligations to the extent the Letter of Credit Obligations are not otherwise paid or cash collateralized at such time, and

(c) the Administrative Agent shall at the request of, and may with the consent of, the Required Lenders proceed to enforce its rights and remedies under the Security Documents, the Guaranty, or any other Credit Document for the ratable benefit of the Secured Parties by appropriate proceedings.

Section 7.3. Set-off. Upon (a) the occurrence and during the continuance of any Event of Default and (b) the making of the request or the granting of the consent, if any, specified by Section 7.2 to authorize the Administrative Agent to declare the Revolving Notes and any other amount payable hereunder due and payable pursuant to the provisions of Section 7.2, the Administrative Agent, each Lender, and each of their respective Affiliates is hereby authorized at any time and from time to time, to the fullest extent permitted by law, to set off and apply any and all deposits (general or special, time or demand, provisional or final) at any time held and other indebtedness at any time owing by the Administrative Agent, such

Lender, or any such Affiliate to or for the credit or the account of any Credit Party against any and all of the obligations of the Borrower now or hereafter existing under this Agreement, the Revolving Notes held by the Administrative Agent, such Lender, or such Affiliate, and the other Credit Documents, irrespective of whether or not the Administrative Agent, such Lender, or such Affiliate shall have made any demand under this Agreement, such Revolving Note, or such other Credit Documents, and although such obligations may be unmatured. Each Lender agrees to promptly notify the Borrower and the Administrative Agent after any such set off and application made by such Lender or its Affiliate, provided that the failure to give such notice shall not affect the validity of such set off and application. The rights of the Administrative Agent and each Lender under this Section 7.3 are in addition to any other rights and remedies (including, without limitation, other rights of set off) which the Administrative Agent or such Lender may have.

Section 7.4. Remedies Cumulative. No Waiver. No right, power, or remedy conferred to any Lender in this Agreement or the Credit Documents, or now or hereafter existing at law, in equity, by statute, or otherwise shall be exclusive, and each such right, power, or remedy shall to the full extent permitted by law be cumulative and in addition to every other such right, power or remedy. No course of dealing and no delay in exercising any right, power, or remedy conferred to any Lender in this Agreement and the Credit Documents or now or hereafter existing at law, in equity, by statute, or otherwise shall operate as a waiver of or otherwise prejudice any such right, power, or remedy. Any Lender may cure any Event of Default without waiving the Event of Default. No notice to or demand upon the Borrower or any other Credit Party shall entitle the Borrower or any other Credit Party to similar notices or demands in the future.

Section 7.5. Application of Payments. Prior to an Event of Default, all payments made hereunder shall be applied by the Administrative Agent as directed by the Borrower, but subject to the terms of this Agreement, including the application of prepayments according to Section 2.4 and Section 2.11. During the existence of an Event of Default, the Intercreditor Agreement, all payments and collections received by the Administrative Agent shall be applied to the Secured Obligations in accordance with Section 2.11 and otherwise in the following order (other than funds held in the Cash Collateral Account, which shall be applied in accordance with Section 2.2(h)):

FIRST, to the payment of that portion of the Secured Obligations constituting fees, indemnities, expenses and other amounts, including attorney fees, payable to the Administrative Agent in its capacity as such, the Issuing Lenders in their respective capacities as such, ratably among the Administrative Agent and the Issuing Lenders in proportion to the respective amounts described in this clause First payable to them;

SECOND, to the payment of that portion of the Secured Obligations constituting fees, indemnities and other amounts (other than principal and interest) payable to the Lenders in their respective capacities as such, ratably among the Lenders in proportion to the respective amounts described in this clause Second payable to them;

THIRD, to the payment of all accrued and unpaid interest on the Loans and any borrowed amounts in respect of Letters of Credit, ratably among the Lenders and the Issuing Lenders in proportion to the respective amounts described in this clause Third payable to them;

FOURTH, to the payment of any then due and owing principal of the Loans and any borrowed amounts in respect of Letters of Credit (the amounts so applied to be distributed ratably among the Lenders (and to the extent applicable to the payment of any Secured Obligations in respect of Hedging Arrangements, the Swap Counterparties and to the extent applicable to Banking Services Obligations, the Lenders or their Affiliates that are owed such obligations, with respect to Hedging Arrangements and Banking Services Obligations, to the extent that Reserves have been established with respect to such amounts) pro rata in accordance with the principal amounts of the

Secured Obligations owed to them on the date of any such distribution), and when applied to make distributions by the Administrative Agent to pay the principal amount of the outstanding Loans, pro rata to the Lenders;

FIFTH, to the Administrative Agent to deposit into the Cash Collateral Account for the account of the Issuing Lenders, to cash collateralize any Letter of Credit Exposure then outstanding;

SIXTH, to the payment of any amounts owing in respect of Hedging Arrangements, the Swap Counterparties and to the extent applicable to Banking Service Obligations, the Lenders or their Affiliates that are owed such obligations, to the extent not paid pursuant to clause Fourth above; and

SEVENTH, the balance, if any, after all of the Secured Obligations have been indefeasibly paid in full, to the Credit Parties, their successors or assigns, or as a court of competent jurisdiction may otherwise direct.

Excluded Swap Obligations with respect to any Guarantor shall not be paid with amounts received from such Guarantor or its assets, but appropriate adjustments shall be made with respect to payments from other Credit Parties to preserve the allocation to Secured Obligations otherwise set forth above in this Section 7.6.

ARTICLE 8
THE ADMINISTRATIVE AGENT

Section 8.1. Appointment, Powers and Immunities.

(a) Each Lender and each Issuing Lender hereby irrevocably appoints the entity named as Administrative Agent in the heading of this Agreement and its successors and assigns to serve as the administrative agent under the Credit Documents and each Lender and each Issuing Lender authorizes the Administrative Agent to take such actions as agent on its behalf and to exercise such powers under this Agreement and the other Credit Documents as are delegated to the Administrative Agent under such agreements and to exercise such powers as are reasonably incidental thereto. In addition, to the extent required under the laws of any jurisdiction other than within the United States, each Lender and each Issuing Lender hereby grants to the Administrative Agent any required powers of attorney to execute and enforce any Security Document governed by the laws of such jurisdiction on such Lender's or such Issuing Lender's behalf. Without limiting the foregoing, each Lender and each Issuing Lenders hereby authorizes the Administrative Agent to execute and deliver, and to perform its obligations under, each of the Credit Documents to which the Administrative Agent is a party, and to exercise all rights, powers and remedies that the Administrative Agent may have under such Credit Documents.

(b) As to any matters not expressly provided for herein and in the other Credit Documents (including enforcement or collection), the Administrative Agent shall not be required to exercise any discretion or take any action, but shall be required to act or to refrain from acting (and shall be fully protected in so acting or refraining from acting) upon the written instructions of the Required Lenders (or such other number or percentage of the Lenders as shall be necessary, pursuant to the terms in the Credit Documents), and, unless and until revoked in writing, such instructions shall be binding upon each Lender and each Issuing Lender; provided, however, that the Administrative Agent shall not be required to take any action that (i) the Administrative Agent in good faith believes exposes it to liability unless the Administrative Agent receives an indemnification and is exculpated in a manner satisfactory to it from the Lenders and the Issuing Lenders with respect to such action or (ii) is contrary to this Agreement or any other Credit Document or applicable law, including any action that may be in violation of the automatic

stay under any requirement of law relating to bankruptcy, insolvency or reorganization or relief of debtors or that may effect a forfeiture, modification or termination of property of a Defaulting Lender in violation of any requirement of law relating to bankruptcy, insolvency or reorganization or relief of debtors; provided, further, that the Administrative Agent may seek clarification or direction from the Required Lenders prior to the exercise of any such instructed action and may refrain from acting until such clarification or direction has been provided. Except as expressly set forth in the Credit Documents, the Administrative Agent shall not have any duty to disclose, and shall not be liable for the failure to disclose, any information relating to the Borrower, any Subsidiary or any Affiliate of any of the foregoing that is communicated to or obtained by the Person serving as Administrative Agent or any of its Affiliates in any capacity. Nothing in this Agreement shall require the Administrative Agent to expend or risk its own funds or otherwise incur any financial liability in the performance of any of its duties hereunder or in the exercise of any of its rights or powers if it shall have reasonable grounds for believing that repayment of such funds or adequate indemnity against such risk or liability is not reasonably assured to it.

(c) In performing its functions and duties hereunder and under the other Credit Documents, the Administrative Agent is acting solely on behalf of the Lenders and the Issuing Lenders (except in limited circumstances expressly provided for herein relating to the maintenance of the Register), and its duties are entirely mechanical and administrative in nature. Without limiting the generality of the foregoing:

(i) the Administrative Agent does not assume and shall not be deemed to have assumed any obligation or duty or any other relationship as the agent, fiduciary or trustee of or for any Lender, Issuing Lender or holder of any other obligation other than as expressly set forth herein and in the other Credit Documents, regardless of whether a Default or an Event of Default has occurred and is continuing (and it is understood and agreed that the use of the term "agent" (or any similar term) herein or in any other Credit Document with reference to the Administrative Agent is not intended to connote any fiduciary duty or other implied (or express) obligations arising under agency doctrine of any applicable law, and that such term is used as a matter of market custom and is intended to create or reflect only an administrative relationship between contracting parties); additionally, each Lender agrees that it will not assert any claim against the Administrative Agent based on an alleged breach of fiduciary duty by the Administrative Agent in connection with this Agreement and/or the transactions contemplated hereby;

(ii) where the Administrative Agent is required or deemed to act as a trustee in respect of any Collateral over which a security interest has been created pursuant to a Credit Document expressed to be governed by the laws of United States, or is required or deemed to hold any Collateral "on trust" pursuant to the foregoing, the obligations and liabilities of the Administrative Agent to the Secured Parties in its capacity as trustee shall be excluded to the fullest extent permitted by applicable law;

(iii) nothing in this Agreement or any Credit Document shall require the Administrative Agent to account to any Lender for any sum or the profit element of any sum received by the Administrative Agent for its own account;

(d) The Administrative Agent may perform any of its duties and exercise its rights and powers hereunder or under any other Credit Document by or through any one or more sub-agents appointed by the Administrative Agent. The Administrative Agent and any such sub-agent may perform any of their respective duties and exercise their respective rights and powers through their respective Related Parties. The exculpatory provisions of this Article 8 shall apply to any such sub-agent and to the Related Parties of the Administrative Agent and any such sub-agent, and shall apply to their respective activities pursuant to this Agreement. The Administrative Agent shall not be responsible for the negligence or misconduct of any sub-agent except to the extent that a court of competent jurisdiction determines in a final and nonappealable

judgment that the Administrative Agent acted with gross negligence or willful misconduct in the selection of such sub-agent.

(e) No Arranger shall have obligations or duties whatsoever in such capacity under this Agreement or any other Credit Document and shall incur no liability hereunder or thereunder in such capacity, but all such persons shall have the benefit of the indemnities provided for hereunder.

(f) In case of the pendency of any proceeding with respect to any Credit Party under any Federal, state or foreign bankruptcy, insolvency, receivership or similar law now or hereafter in effect, the Administrative Agent (irrespective of whether the principal of any Loan or reimbursement obligation shall then be due and payable as herein expressed or by declaration or otherwise and irrespective of whether the Administrative Agent shall have made any demand on the Borrower) shall be entitled and empowered (but not obligated) by intervention in such proceeding or otherwise:

(i) to file and prove a claim for the whole amount of the principal and interest owing and unpaid in respect of the Loans, Letter of Credit Disbursements and all other Obligations that are owing and unpaid and to file such other documents as may be necessary or advisable in order to have the claims of the Lenders, the Issuing Lenders and the Administrative Agent (including any claim under Sections 2.6, 2.7, 2.12, 2.16 and 9.1) allowed in such judicial proceeding; and

(ii) to collect and receive any monies or other property payable or deliverable on any such claims and to distribute the same;

and any custodian, receiver, assignee, trustee, liquidator, sequestrator or other similar official in any such proceeding is hereby authorized by each Lender, each Issuing Lender and each other Secured Party to make such payments to the Administrative Agent and, in the event that the Administrative Agent shall consent to the making of such payments directly to the Lenders, the Issuing Lenders or the other Secured Parties, to pay to the Administrative Agent any amount due to it, in its capacity as the Administrative Agent, under the Credit Documents (including under Section 9.1). Nothing contained herein shall be deemed to authorize the Administrative Agent to authorize or consent to or accept or adopt on behalf of any Lender or Issuing Lender any plan of reorganization, arrangement, adjustment or composition affecting the Obligations or the rights of any Lender or Issuing Lender or to authorize the Administrative Agent to vote in respect of the claim of any Lender or Issuing Lender in any such proceeding.

(g) The provisions of this Article 8 are solely for the benefit of the Administrative Agent, the Lenders and the Issuing Lenders, and, except solely to the extent of the Borrower's rights to consent pursuant to and subject to the conditions set forth in this Article, none of the Borrower or any Subsidiary, or any of their respective Affiliates shall have any rights as a third party beneficiary under any such provisions. Each Secured Party, whether or not a party hereto, will be deemed, by its acceptance of the benefits of the Collateral and of the guarantees of the Obligations provided under the Credit Documents, to have agreed to the provisions of this Article 8.

Section 8.2. Reliance by Administrative Agent. The Administrative Agent shall be entitled to rely upon any certification, notice, instrument, writing, or other communication (including, without limitation, any thereof by telephone or electronic mail) believed by it to be genuine and correct and to have been signed, sent or made by or on behalf of the proper Person or Persons, and upon advice and statements of legal counsel (including counsel for any Credit Party), independent accountants, and other experts selected by the Administrative Agent. The Administrative Agent may deem and treat the payee of any Revolving Notes as the holder thereof for all purposes hereof unless and until the Administrative Agent receives and accepts an Assignment and Acceptance executed in accordance with Section 9.7. As to any matters not expressly provided for by this Agreement, the Administrative Agent shall not be required to

exercise any discretion or take any action, but shall be required to act or to refrain from acting (and shall be fully protected in so acting or refraining from acting) upon the instructions of the Required Lenders, and such instructions shall be binding on all of the Lenders; provided, however, that the Administrative Agent shall not be required to take any action that exposes the Administrative Agent to personal liability or that is contrary to any Credit Document or applicable law or unless it shall first be indemnified to its satisfaction by the Lenders against any and all liability and expense which may be incurred by it by reason of taking any such action.

Section 8.3. Defaults. The Administrative Agent shall not be deemed to have knowledge or notice of the occurrence of a Default unless the Administrative Agent has received written notice from a Lender or the Borrower specifying such Default and stating that such notice is a "Notice of Default". In the event that the Administrative Agent receives such a notice of the occurrence of a Default, the Administrative Agent shall give prompt notice thereof to the Lenders. The Administrative Agent shall (subject to Section 8.2) take such action with respect to such Default as shall reasonably be directed by the Required Lenders, provided that, unless and until the Administrative Agent shall have received such directions, the Administrative Agent may (but shall not be obligated to) take such action, or refrain from taking such action, with respect to such Default as it shall deem advisable in the best interest of the Lenders. Further, the Administrative Agent shall not be responsible for or have any duty to ascertain or inquire into (a) any statement, warranty or representation made in or in connection with any Credit Document, (b) the contents of any certificate, report or other document delivered thereunder or in connection therewith, (c) the performance or observance of any of the covenants, agreements or other terms or conditions set forth in any Credit Document or the occurrence of any Default, (d) the sufficiency, validity, enforceability, effectiveness or genuineness of any Credit Document or any other agreement, instrument or document, (e) the satisfaction of any condition set forth in Article 3 or elsewhere in any Credit Document, other than to confirm receipt of items (which on their face purport to be such items) expressly required to be delivered to the Administrative Agent or satisfaction of any condition that expressly refers to the matters described therein being acceptable or satisfactory to the Administrative Agent, or (f) the creation, perfection or priority of Liens on the Collateral. Notwithstanding anything herein to the contrary, the Administrative Agent shall not be liable for, or be responsible for any Liabilities, costs or expenses suffered by the Borrower, any Subsidiary, any Lender or any Issuing Lender as a result of, any determination of the Revolving Credit Exposure, or any of the component amounts thereof or any portion thereof attributable to each Lender or Issuing Lender.

Section 8.4. Rights as Lender. With respect to its Commitments, Letters of Credit and the Loans made by it, the Person serving as the Administrative Agent shall have and may exercise the same rights and powers hereunder as any other Lender and may exercise the same as though it were not acting as the Administrative Agent and is subject to the same obligations and liabilities as and to the extent set forth herein for any other Lender or Issuing Lender, as the case may be. The terms "Lender", "Lenders", "Issuing Lenders", "Required Lenders" and any similar terms shall, unless the context otherwise indicates, include the Administrative Agent in its individual capacity as a Lender, Issuing Lender or as one of the Required Lenders, as applicable. The Person serving as the Administrative Agent and its Affiliates may accept deposits from, lend money to, own securities of, act as the financial advisor or in any other advisory capacity for and generally engage in any kind of banking, trust or other business with, the Borrower, any Subsidiary or any Affiliate of any of the foregoing as if such Person was not acting as the Administrative Agent and without any duty to account therefor to the Lenders or the Issuing Lenders.

Section 8.5. Indemnification. THE LENDERS SEVERALLY AGREE TO INDEMNIFY THE ADMINISTRATIVE AGENT, THE ISSUING LENDERS AND EACH OF THEIR RESPECTIVE AFFILIATES AND THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES, AND AGENTS (TO THE EXTENT NOT REIMBURSED BY THE BORROWER), RATABLY ACCORDING TO THE RESPECTIVE PRINCIPAL AMOUNTS OF THE LOANS THEN HELD BY EACH OF THEM (OR IF

NO PRINCIPAL OF THE LOANS IS AT THE TIME OUTSTANDING, RATABLY ACCORDING TO THE RESPECTIVE AMOUNTS OF THE COMMITMENTS THEN HELD BY EACH OF THEM, OR, IF NO SUCH PRINCIPAL AMOUNTS ARE THEN OUTSTANDING AND NO COMMITMENTS ARE THEN EXISTING, RATABLY ACCORDING TO THE COMMITMENTS HELD BY EACH OF THEM IMMEDIATELY PRIOR TO THE TERMINATION OR EXPIRATION THEREOF), FROM AND AGAINST ANY AND ALL LIABILITIES, OBLIGATIONS, LOSSES, DAMAGES, PENALTIES, ACTIONS, JUDGMENTS, SUITS, COSTS, EXPENSES, OR DISBURSEMENTS OF ANY KIND OR NATURE WHATSOEVER WHICH MAY BE IMPOSED ON, INCURRED BY, OR ASSERTED AGAINST THE ADMINISTRATIVE AGENT OR ISSUING LENDERS IN ANY WAY RELATING TO OR ARISING OUT OF THIS AGREEMENT OR ANY ACTION TAKEN OR OMITTED BY THE ADMINISTRATIVE AGENT OR THE ISSUING LENDERS UNDER THIS AGREEMENT OR ANY OTHER CREDIT DOCUMENT (IN ALL CASES. WHETHER OR NOT CAUSED BY OR ARISING. IN WHOLE OR IN PART. OUT OF THE COMPARATIVE. CONTRIBUTORY OR SOLE NEGLIGENCE OF THE ADMINISTRATIVE AGENT OR THE ISSUING LENDERS). AND INCLUDING, WITHOUT LIMITATION, ENVIRONMENTAL LIABILITIES, PROVIDED THAT NO LENDER SHALL BE LIABLE FOR ANY PORTION OF SUCH LIABILITIES, OBLIGATIONS, LOSSES, DAMAGES, PENALTIES, ACTIONS, JUDGMENTS, SUITS, COSTS, EXPENSES, OR DISBURSEMENTS FOUND IN A FINAL NON-APPEALABLE JUDGMENT BY A COURT OF COMPETENT JURISDICTION TO HAVE RESULTED FROM THE ADMINISTRATIVE AGENT'S OR ANY ISSUING LENDER'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT. WITHOUT LIMITATION OF THE FOREGOING, EACH LENDER AGREES TO REIMBURSE THE ADMINISTRATIVE AGENT AND THE ISSUING LENDERS PROMPTLY UPON DEMAND FOR ITS RATABLE SHARE (DETERMINED AS SET FORTH ABOVE IN THIS PARAGRAPH) OF ANY OUT OF POCKET EXPENSES (INCLUDING COUNSEL FEES) INCURRED BY THE ADMINISTRATIVE AGENT OR THE ISSUING LENDERS IN CONNECTION WITH THE PREPARATION, EXECUTION, DELIVERY, ADMINISTRATION, MODIFICATION, AMENDMENT, OR ENFORCEMENT (WHETHER THROUGH NEGOTIATIONS, LEGAL PROCEEDINGS, OR OTHERWISE) OF, OR LEGAL ADVICE IN RESPECT OF RIGHTS OR RESPONSIBILITIES UNDER, THIS AGREEMENT OR ANY OTHER CREDIT DOCUMENT, TO THE EXTENT THAT THE ADMINISTRATIVE AGENT OR THE ISSUING LENDERS IS NOT REIMBURSED FOR SUCH BY THE BORROWER.

Section 8.6. Non-Reliance on Administrative Agent, Lead Arranger and Other Lenders.

(a) Each Lender represents and warrants that, (i) the Credit Documents set forth the terms of a commercial lending facility, (ii) it is engaged in making, acquiring or holding commercial loans and in providing other facilities set forth herein as may be applicable to such Lender or Issuing Lender, in each case in the ordinary course of business, and not for the purpose of purchasing, acquiring or holding any other type of financial instrument (and each Lender and each Issuing Lender agrees not to assert a claim in contravention of the foregoing), (iii) it has, independently and without reliance on the Administrative Agent, the Lead Arranger or any other Lender, and based on such documents and information as it has deemed appropriate, made its own credit analysis of the Borrower and the other Credit Parties and decision to enter into this Agreement (iv) that it will, independently and without reliance upon the Administrative Agent, the Lead Arranger or any other Lender, and based on such documents and information as it shall deem appropriate at the time, continue to make its own analysis and decisions in taking or not taking action under the Credit Documents and (v) it is sophisticated with respect to decisions to make, acquire and/or hold commercial loans and to provide other facilities set forth herein, as may be applicable to such Lender or such Issuing Lender, and either it, or the Person exercising discretion in making its decision to make, acquire and/or hold such commercial loans or to provide such other facilities, is experienced in making, acquiring or holding such commercial loans or providing such other facilities. Each Lender and each Issuing Lender also acknowledges that it will, independently and without reliance upon the Administrative Agent, any

Arranger or any other Lender or Issuing Lender, or any of the Related Parties of any of the foregoing, and based on such documents and information (which may contain material, non-public information within the meaning of the United States securities laws concerning the Borrower and its Affiliates) as it shall from time to time deem appropriate, continue to make its own decisions in taking or not taking action under or based upon this Agreement, any other Credit Document or any related agreement or any document furnished hereunder or thereunder. Except for notices, reports, and other documents and information expressly required to be furnished to the Lenders by the Administrative Agent or the Lead Arranger hereunder and for other information in the Administrative Agent's or the Lead Arranger's possession which has been requested by a Lender and for which such Lender pays the Administrative Agent's or the Lead Arranger's expenses in connection therewith, the Administrative Agent and the Lead Arranger shall not have any duty or responsibility to provide any Lender with any credit or other information concerning the affairs, financial condition, or business of any Credit Party or any of its Subsidiaries or Affiliates that may come into the possession of the Administrative Agent or the Lead Arranger or any of their respective Affiliates.

(b) Each Lender acknowledges and agrees that the extensions of credit made hereunder are commercial loans and letters of credit and not investments in a business enterprise or securities. Each Lender further represents that it is engaged in making, acquiring or holding commercial loans in the ordinary course of its business and has, independently and without reliance upon the Administrative Agent, the Lead Arranger or any other Lender and their respective Related Parties and based on such documents and information as it has deemed appropriate, made its own credit analysis and decision to enter into this Agreement as a Lender, and to make, acquire or hold Loans hereunder. Each Lender shall, independently and without reliance upon the Administrative Agent, the Lead Arranger or any other Lender and their respective Related Parties and based on such documents and information (which may contain material, non-public information within the meaning of the United States securities laws concerning the Borrower and its Affiliates) as it shall from time to time deem appropriate, continue to make its own decisions in taking or not taking action under or based upon this Agreement, any other Credit Document, any related agreement or any document furnished hereunder or thereunder and in deciding whether or to the extent to which it will continue as a Lender or assign or otherwise transfer its rights, interests and obligations hereunder.

(c) Each Lender hereby agrees that (i) it has requested a copy of each Report prepared by or on behalf of the Administrative Agent; (ii) the Administrative Agent (A) makes no representation or warranty, express or implied, as to the completeness or accuracy of any Report or any of the information contained therein or any inaccuracy or omission contained in or relating to a Report and (B) shall not be liable for any information contained in any Report; (iii) the Reports are not comprehensive audits or examinations, and that any Person performing any field examination will inspect only specific information regarding the Credit Parties and will rely significantly upon the Credit Parties' books and records, as well as on representations of the Credit Parties' personnel and that the Administrative Agent undertakes no obligation to update, correct or supplement the Reports; (iv) it will keep all Reports confidential and strictly for its internal use, not share the Report with any Credit Party or any other Person except as otherwise permitted pursuant to this Agreement; and (v) without limiting the generality of any other indemnification provision contained in this Agreement, (A) it will hold the Administrative Agent and any such other Person preparing a Report harmless from any action the indemnifying Lender may take or conclusion the indemnifying Lender may reach or draw from any Report in connection with any extension of credit that the indemnifying Lender has made or may make to the Borrower, or the indemnifying Lender's participation in, or the indemnifying Lender's purchase of, a Loan or Loans; and (B) it will pay and protect, and indemnify, defend, and hold the Administrative Agent and any such other Person preparing a Report harmless from and against, the claims, actions, proceedings, damages, costs, expenses, and other amounts (including reasonable attorneys' fees) incurred by the Administrative Agent or any such other Person as the

direct or indirect result of any third parties who might obtain all or part of any Report through the indemnifying Lender.

(d) Each Lender, by delivering its signature page to this Agreement on the Effective Date, or delivering its signature page to an Assignment and Acceptance or any other Credit Document pursuant to which it shall become a Lender hereunder, shall be deemed to have acknowledged receipt of, and consented to and approved, each Credit Document and each other document required to be delivered to, or be approved by or satisfactory to, the Administrative Agent or the Lenders on the Effective Date.

Section 8.7. Resignation of Administrative Agent and Issuing Lenders.

(a) The Administrative Agent or any Issuing Lender may resign at any time by giving written notice thereof to the Lenders and the Borrower. Upon receipt of notice of any such resignation, the Required Lenders shall have the right to appoint a successor Administrative Agent or Issuing Lender with, so long as no Event of Default has occurred and is continuing, the consent of the Borrower, which consent shall not be unreasonably withheld. If no successor Administrative Agent or Issuing Lender shall have been so appointed by the Required Lenders, with the consent of the Borrower, if applicable, and shall have accepted such appointment, within thirty (30) days after the retiring Administrative Agent's or Issuing Lender's giving of notice of resignation, then the retiring Administrative Agent or Issuing Lender may, on behalf of the Lenders and the Borrower (subject to consultation with the Borrower, if applicable), appoint a successor Administrative Agent or Issuing Lender, which shall be, in the case of a successor agent, which shall be a bank with an office in New York, New York or an Affiliate of any such bank and, in the case of an Issuing Lender, a Lender. Upon the acceptance of any appointment as Administrative Agent by a successor Administrative Agent, such successor Administrative Agent shall succeed to, and become vested with, all the rights, powers, privileges and duties of the retiring Administrative Agent. Upon the acceptance of appointment as Administrative Agent by a successor Administrative Agent, the retiring Administrative Agent shall be discharged from its duties and obligations under this Agreement and the other Credit Documents. Prior to any retiring Administrative Agent's resignation hereunder as Administrative Agent, the retiring Administrative Agent shall take such action as may be reasonably necessary to assign to the successor Administrative Agent its rights as Administrative Agent under the Credit Documents.

(b) Notwithstanding paragraph (a) of this Section 8.7, in the event no successor Administrative Agent shall have been so appointed and shall have accepted such appointment within 30 days after the retiring Administrative Agent gives notice of its intent to resign, the retiring Administrative Agent may give notice of the effectiveness of its resignation to the Lenders, the Issuing Lenders and the Borrower, whereupon, on the date of effectiveness of such resignation stated in such notice, (a) the retiring Administrative Agent or Issuing Lender shall be discharged from its duties and obligations hereunder and under the other Credit Documents (except that (i) solely for purposes of maintaining any security interest granted to the Administrative Agent under any Security Document for the benefit of the Secured Parties in the case of any collateral security held by the Administrative Agent on behalf of the Lenders or such Issuing Lender under any of the Credit Documents, the retiring Administrative Agent shall continue to hold such collateral security until such time as a successor Administrative Agent is appointed, and continue to be entitled to the rights set forth in such Security Document and Credit Document, and, in the case of any Collateral in the possession of the Administrative Agent, shall continue to hold such Collateral, in each case until such time as a successor Administrative Agent is appointed and accepts such appointment in accordance with this Section 8.7 (it being understood and agreed that the retiring Administrative Agent shall have no duty or obligation to take any further action under any Security Document, including any action required to maintain the perfection of any such security interest), and (ii) the retiring Issuing Lender shall remain an Issuing Lender with respect to any Letters of Credit outstanding on the effective date of its resignation or removal and the provisions affecting such Issuing Lender with respect to such Letters of Credit shall inure to the benefit of the retiring Issuing Lender until the termination of all such Letters of

Credit) and (b) the Required Lenders shall succeed to and become vested with all the rights, powers, privileges and duties of the retiring Administrative Agent; provided that (A) all payments, communications and determinations provided to be made by, to or through the retiring Administrative Agent shall instead be made by or to each Lender and the applicable Issuing Lender directly, until such time as the Required Lenders appoint a successor Administrative Agent or Issuing Lender, as applicable, as provided for above in this paragraph. Upon the acceptance of any appointment as Administrative Agent or Issuing Lender by a successor Administrative Agent or Issuing Lender, such successor Administrative Agent or Issuing Lender shall thereupon succeed to and become vested with all the rights, powers, privileges, and duties of the retiring Administrative Agent or Issuing Lender, and the retiring Administrative Agent or Issuing Lender shall be discharged from its duties and obligations under this Agreement and the other Credit Documents, except that the retiring Issuing Lender shall remain an Issuing Lender with respect to any Letters of Credit outstanding on the effective date of its resignation or removal and the provisions affecting such Issuing Lender with respect to such Letters of Credit shall inure to the benefit of the retiring Issuing Lender until the termination of all such Letters of Credit. After any retiring Administrative Agent's or Issuing Lender's resignation as Administrative Agent or Issuing Lender, the provisions of this Article 8 shall inure to its benefit as to any actions taken or omitted to be taken by it while it was Administrative Agent or Issuing Lender under this Agreement and the other Credit Documents.

Section 8.8. Collateral Matters.

(a) The Administrative Agent is authorized on behalf of the Secured Parties, without the necessity of any notice to or further consent from such Secured Parties, from time to time, to take any actions with respect to any Collateral or Security Documents which may be necessary to perfect and maintain the Liens upon the Collateral granted pursuant to the Security Documents. The Administrative Agent is further authorized (but not obligated) on behalf of the Secured Parties, without the necessity of any notice to or further consent from the Secured Parties, from time to time, to take any action in exigent circumstances as may be reasonably necessary to preserve any rights or privileges of the Secured Parties under the Credit Documents or applicable Legal Requirements. By accepting the benefit of the Liens granted pursuant to the Security Documents, each Secured Party hereby agrees to the terms of this paragraph (a).

(b) The Lenders hereby, and any other Secured Party by accepting the benefit of the Liens granted pursuant to the Security Documents, irrevocably authorize the Administrative Agent to (i) release any Lien granted to or held by the Administrative Agent upon any Collateral (A) upon termination of this Agreement, termination of all Hedging Arrangements with such Persons (other than Hedging Arrangements as to which arrangements satisfactory to the applicable counterparty in its sole discretion have been made), termination of all Letters of Credit (other than Letters of Credit as to which arrangements satisfactory to the applicable Issuing Lender in its sole discretion have been made), and the payment in full of all outstanding Loans, Letter of Credit Obligations and all other Secured Obligations payable under this Agreement and under any other Credit Document; (B) constituting property sold or to be sold or disposed of as part of or in connection with any disposition permitted under this Agreement or any other Credit Document upon the Borrower certifying in writing that such disposition is permitted under this Agreement and the other Credit Documents; (C) constituting property in which no Credit Party owned an interest at the time the Lien was granted or at any time thereafter; or (D) constituting property leased to any Credit Party under a lease which has expired or has been terminated in a transaction permitted under this Agreement or is about to expire and which has not been, and is not intended by such Credit Party to be, renewed or extended; and (ii) release a Guarantor from its obligations under a Guaranty and any other applicable Credit Document if such Person ceases to be a Subsidiary as a result of a transaction permitted under this Agreement upon the Borrower certifying in writing that such transaction is permitted under this Agreement. Upon the request of the Administrative Agent at any time, the Secured Parties will confirm in

writing the Administrative Agent's authority to release particular types or items of Collateral pursuant to this Section 8.8.

(c) Notwithstanding anything contained in any of the Credit Documents to the contrary, the Credit Parties, the Administrative Agent, and each Secured Party hereby agree that no Secured Party shall have any right individually to realize upon any of the Collateral or to enforce the Guaranty, it being understood and agreed that all powers, rights and remedies hereunder and under the Security Documents may be exercised solely by Administrative Agent on behalf of the Secured Parties in accordance with the terms hereof and the other Credit Documents. By accepting the benefit of the Liens granted pursuant to the Security Documents, each Secured Party not party hereto hereby agrees to the terms of this paragraph (c).

Section 8.9. No Other Duties, etc. Anything herein to the contrary notwithstanding, the Lead Arranger listed on the cover page hereof shall not have any powers, duties or responsibilities under this Agreement or any of the other Credit Documents, except in its capacity, as applicable, as the Administrative Agent, a Lender or an Issuing Lender hereunder.

Section 8.10. Flood Laws. JPMCB has adopted internal policies and procedures that address requirements placed on federally regulated lenders under the National Flood Insurance Reform Act of 1994 and related legislation (the "Flood Laws"). JPMCB, as administrative agent or collateral agent on a syndicated facility, will post on the applicable electronic platform (or otherwise distribute to each Lender in the syndicate) documents that it receives in connection with the Flood Laws. However, JPMCB reminds each Lender and participant in the facility that, pursuant to the Flood Laws, each federally regulated Lender (whether acting as a Lender or participant in the facility) is responsible for assuring its own compliance with the flood insurance requirements.

Section 8.11. Credit Bidding.

(a) The Administrative Agent, on behalf of itself and the Secured Parties, shall have the right to credit bid and purchase for the benefit of the Administrative Agent and the Secured Parties, on terms acceptable to the Required Lenders, all or any portion of Collateral at any sale thereof conducted by the Administrative Agent under the provisions of the UCC, including pursuant to Sections 9-610 or 9-620 of the UCC, at any sale thereof conducted under the provisions of the United States Bankruptcy Code, including Section 363 thereof, or a sale under a plan of reorganization, or at any other sale or foreclosure conducted by the Administrative Agent (whether by judicial action or otherwise) in accordance with applicable Legal Requirements. Such credit bid or purchase may be completed through one or more acquisition vehicles formed by the Administrative Agent to make such credit bid or purchase and, in connection therewith, the Administrative Agent is authorized, on behalf of itself and the other Secured Parties, to adopt documents providing for the governance of the acquisition vehicle or vehicles, and assign the applicable Secured Obligations to any such acquisition vehicle in exchange for Equity Interests and/or debt issued by the applicable acquisition vehicle (which shall be deemed to be held for the ratable account of the applicable Secured Parties on the basis of the Secured Obligations so assigned by each Secured Party).

(b) Each Lender hereby agrees, on behalf of itself and each of its Affiliates that is a Secured Party, that, except as otherwise provided in any Credit Document or with the written consent of the Administrative Agent and the Required Lenders, it will not take any enforcement action, accelerate obligations under any of the Credit Documents, or exercise any right that it might otherwise have under applicable Legal Requirement to credit bid at foreclosure sales, UCC sales or other similar dispositions of Collateral.

Section 8.12. Not Partners or Co-Venturers; Administrative Agent as Representative of the Secured Parties.

(a) The Lenders are not partners or co-venturers, and no Lender shall be liable for the acts or omissions of, or (except as otherwise set forth herein in case of the Administrative Agent) authorized to act for, any other Lender. The Administrative Agent shall have the exclusive right on behalf of the Lenders to enforce the payment of the principal of and interest on any Loan after the date such principal or interest has become due and payable pursuant to the terms of this Agreement.

(b) In its capacity, the Administrative Agent is a "representative" of the Secured Parties within the meaning of the term "secured party" as defined in the UCC. Each Lender authorizes the Administrative Agent to enter into each of the Security Documents to which it is a party and to take all action contemplated by such documents. Each Lender agrees that no Secured Party (other than the Administrative Agent) shall have the right individually to seek to realize upon the security granted by any Security Document, it being understood and agreed that such rights and remedies may be exercised solely by the Administrative Agent for the benefit of the Secured Parties upon the terms of the Security Documents. In the event that any Collateral is hereafter pledged by any Person as collateral security for the Secured Obligations, the Administrative Agent is hereby authorized, and hereby granted a power of attorney, to execute and deliver on behalf of the Secured Parties any Credit Documents necessary or appropriate to grant and perfect a Lien on such Collateral in favor of the Administrative Agent on behalf of the Secured Parties.

Section 8.13. Certain ERISA Matters.

(a) Each Lender (x) represents and warrants, as of the date such Person became a Lender party hereto, to, and (y) covenants, from the date such Person became a Lender party hereto to the date such Person ceases being a Lender party hereto, for the benefit of, the Administrative Agent, the Lead Arranger and their respective Affiliates, and not, for the avoidance of doubt, to or for the benefit of the Borrower or any other Credit Party, that at least one of the following is and will be true:

(i) such Lender is not using "plan assets" (within the meaning of the Plan Asset Regulations) of one or more Benefit Plans in connection with the Loans, the Letters of Credit or the Commitments;

(ii) the transaction exemption set forth in one or more PTEs, such as PTE 84-14 (a class exemption for certain transactions determined by independent qualified professional asset managers), PTE 95-60 (a class exemption for certain transactions involving insurance company general accounts), PTE 90-1 (a class exemption for certain transactions involving insurance company pooled separate accounts), PTE 91-38 (a class exemption for certain transactions involving bank collective investment funds) or PTE 96-23 (a class exemption for certain transactions determined by in-house asset managers), is applicable with respect to such Lender's entrance into, participation in, administration of and performance of the Loans, the Letters of Credit, the Commitments and this Agreement, and the conditions for exemptive relief thereunder are and will continue to be satisfied in connection therewith;

(iii) (A) such Lender is an investment fund managed by a "Qualified Professional Asset Manager" (within the meaning of Part VI of PTE 84-14), (B) such Qualified Professional Asset Manager made the investment decision on behalf of such Lender to enter into, participate in, administer and perform the Loans, the Letters of Credit, the Commitments and this Agreement, (C) the entrance into, participation in, administration of and performance of the Loans, the Letters of Credit, the Commitments and this Agreement satisfies the requirements of sub-sections (b) through (g) of Part I of PTE 84-14 and (D) to the best knowledge of such Lender, the requirements of

subsection (a) of Part I of PTE 84-14 are satisfied with respect to such Lender's entrance into, participation in, administration of and performance of the Loans, the Letters of Credit, the Commitments and this Agreement, and (E) all of the conditions for exemptive relief thereunder are and will continue to be satisfied in connection therewith; or

(iv) such other representation, warranty and covenant as may be agreed in writing between the Administrative Agent, in its sole discretion, and such Lender.

(b) In addition, unless sub-clause (i) in the immediately preceding clause (a) is true with respect to a Lender or such Lender has not provided another representation, warranty and covenant as provided in sub-clause (iv) in the immediately preceding clause (a), such Lender further (x) represents and warrants, as of the date such Person became a Lender party hereto, to, and (y) covenants, from the date such Person became a Lender party hereto to the date such Person ceases being a Lender party hereto, for the benefit of, the Administrative Agent, the Lead Arranger and their respective Affiliates, and not, for the avoidance of doubt, to or for the benefit of the Borrower or any other Credit Party, that:

(i) none of the Administrative Agent or the Lead Arranger or any of their respective Affiliates is a fiduciary with respect to the assets of such Lender (including in connection with the reservation or exercise of any rights by the Administrative Agent under this Agreement, any Credit Document or any documents related to hereto or thereto);

(ii) the Person making the investment decision on behalf of such Lender with respect to the entrance into, participation in, administration of and performance of the Loans, the Letters of Credit, the Commitments and this Agreement is independent (within the meaning of 29 CFR § 2510.3-21, as amended from time to time) and is a bank, an insurance carrier, an investment adviser, a broker-dealer or other person that holds, or has under management or control, total assets of at least $50,000,000, in each case as described in 29 CFR § 2510.3-21(c)(1)(i)(A)-(E);

(iii) the Person making the investment decision on behalf of such Lender with respect to the entrance into, participation in, administration of and performance of the Loans, the Letters of Credit, the Commitments and this Agreement is capable of evaluating investment risks independently, both in general and with regard to particular transactions and investment strategies (including in respect of the obligations);

(iv) the Person making the investment decision on behalf of such Lender with respect to the entrance into, participation in, administration of and performance of the Loans, the Letters of Credit, the Commitments and this Agreement is a fiduciary under ERISA or the Code, or both, with respect to the Loans, the Letters of Credit, the Commitments and this Agreement and is responsible for exercising independent judgment in evaluating the transactions hereunder; and

(v) no fee or other compensation is being paid directly to the Administrative Agent, the Lead Arranger or any their respective Affiliates for investment advice (as opposed to other services) in connection with the Loans, the Letters of Credit, the Commitments or this Agreement.

(c) The Administrative Agent and the Lead Arranger hereby informs the Lenders that each such Person is not undertaking to provide impartial investment advice, or to give advice in a fiduciary capacity, in connection with the transactions contemplated hereby, and that such Person has a financial interest in the transactions contemplated hereby in that such Person or an Affiliate thereof (i) may receive interest or other payments with respect to the Loans, the Letters of Credit, the Commitments and this Agreement, (ii) may recognize a gain if it extended the Loans, the Letters of Credit or the Commitments for an amount less than the amount being paid for an interest in the Loans, the Letters of Credit or the

Commitments by such Lender or (iii) may receive fees or other payments in connection with the transactions contemplated hereby, the Credit Documents or otherwise, including structuring fees, commitment fees, arrangement fees, facility fees, upfront fees, underwriting fees, ticking fees, agency fees, administrative agent or collateral agent fees, utilization fees, minimum usage fees, letter of credit fees, fronting fees, deal-away or alternate transaction fees, amendment fees, processing fees, term out premiums, banker's acceptance fees, breakage or other early termination fees or fees similar to the foregoing.

(d) The above representations in Section 8.13(b)(ii) are intended to comply with the Department of Labor's regulation 29 CFR §§ 2510.3-21(a) and (c)(1) as promulgated on April 8, 2016 (81 Fed. Reg. 20,997), and if these regulations are revoked, repealed or no longer effective, SUCH representations shall be deemed to be no longer required or in effect.

Section 8.14. Posting of Communications.

(a) The Borrower agrees that the Administrative Agent may, but shall not be obligated to, make any Communications available to the Lenders and the Issuing Lenders by posting the Communications on IntraLinks™, DebtDomain, SyndTrak, ClearPar or any other electronic platform chosen by the Administrative Agent to be its electronic transmission system (the "Approved Electronic Platform").

(b) Although the Approved Electronic Platform and its primary web portal are secured with generally-applicable security procedures and policies implemented or modified by the Administrative Agent from time to time (including, as of the Effective Date, a user ID/password authorization system) and the Approved Electronic Platform is secured through a per-deal authorization method whereby each user may access the Approved Electronic Platform only on a deal-by-deal basis, each of the Lenders, each of the Issuing Lenders and the Borrower acknowledges and agrees that the distribution of material through an electronic medium is not necessarily secure, that the Administrative Agent is not responsible for approving or vetting the representatives or contacts of any Lender that are added to the Approved Electronic Platform, and that there may be confidentiality and other risks associated with such distribution. Each of the Lenders, each of the Issuing Lenders and the Borrower hereby approves distribution of the Communications through the Approved Electronic Platform and understands and assumes the risks of such distribution

(c) THE APPROVED ELECTRONIC PLATFORM AND THE COMMUNICATIONS ARE PROVIDED "AS IS" AND "AS AVAILABLE". THE APPLICABLE PARTIES (AS DEFINED BELOW) DO NOT WARRANT THE ACCURACY OR COMPLETENESS OF THE COMMUNICATIONS, OR THE ADEQUACY OF THE APPROVED ELECTRONIC PLATFORM AND EXPRESSLY DISCLAIM LIABILITY FOR ERRORS OR OMISSIONS IN THE APPROVED ELECTRONIC PLATFORM AND THE COMMUNICATIONS. NO WARRANTY OF ANY KIND, EXPRESS, IMPLIED OR STATUTORY, INCLUDING ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT OF THIRD PARTY RIGHTS OR FREEDOM FROM VIRUSES OR OTHER CODE DEFECTS, IS MADE BY THE APPLICABLE PARTIES IN CONNECTION WITH THE COMMUNICATIONS OR THE APPROVED ELECTRONIC PLATFORM. IN NO EVENT SHALL THE ADMINISTRATIVE AGENT, ANY ARRANGER OR ANY OF THEIR RESPECTIVE RELATED PARTIES (COLLECTIVELY, "APPLICABLE PARTIES") HAVE ANY LIABILITY TO ANY CREDIT PARTY, ANY LENDER, ANY ISSUING LENDER OR ANY OTHER PERSON OR ENTITY FOR DAMAGES OF ANY KIND, INCLUDING DIRECT OR INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, LOSSES OR EXPENSES (WHETHER IN TORT, CONTRACT OR OTHERWISE) ARISING OUT OF ANY CREDIT PARTY'S OR THE ADMINISTRATIVE AGENT'S TRANSMISSION OF COMMUNICATIONS THROUGH THE INTERNET OR THE APPROVED ELECTRONIC PLATFORM.

(d) Each Lender and each Issuing Lender agrees that notice to it (as provided in the next sentence) specifying that Communications have been posted to the Approved Electronic Platform shall constitute effective delivery of the Communications to such Lender for purposes of the Credit Documents. Each Lender and Issuing Lender agrees (i) to notify the Administrative Agent in writing (which could be in the form of electronic communication) from time to time of such Lender's or Issuing Lender's (as applicable) email address to which the foregoing notice may be sent by electronic transmission and (ii) that the foregoing notice may be sent to such email address.

(e) Each of the Lenders, each of the Issuing Lenders and the Borrower agrees that the Administrative Agent may, but (except as may be required by applicable law) shall not be obligated to, store the Communications on the Approved Electronic Platform in accordance with the Administrative Agent's generally applicable document retention procedures and policies.

(f) Nothing herein shall prejudice the right of the Administrative Agent, any Lender or any Issuing Lenders to give any notice or other communication pursuant to any Credit Document in any other manner specified in such Credit Document.

ARTICLE 9
MISCELLANEOUS

Section 9.1. Costs and Expenses. The Borrower agrees to pay promptly (and in any event within ten (10) days after written demand therefor (accompanied by detailed invoices)):

(a) all reasonable and documented out-of-pocket costs and expenses of Administrative Agent and the Lead Arranger (but not of other Lenders) in connection with the preparation, execution, delivery, administration, modification, and amendment of this Agreement, the Revolving Notes, and the other Credit Documents (and any amendment or waiver with respect thereto) including, to the extent provided for in this Agreement, costs associated with field examinations, and the reasonable fees and out of pocket expenses of one outside counsel for Administrative Agent and the Lead Arranger (but not of other Lenders) and one local counsel for Administrative Agent and the Lead Arranger (but not of other Lenders) in each relevant jurisdiction;

(b) all reasonable and documented out-of-pocket costs and expenses of the Administrative Agent and Lenders, taken as a whole, in connection with the preparation, execution, delivery, administration, modification, and amendment of this Agreement, the Revolving Notes, and the other Credit Documents (and any amendment or waiver with respect thereto) including costs associated with field examinations and the reasonable fees and out of pocket expenses of one outside counsel for the Lenders and one local counsel for the Lenders in each relevant jurisdiction;

(c) all documented out-of-pocket costs and expenses (including but not limited to reasonable legal fees and documented, out-of-pocket expenses), if any, of the Administrative Agent and each Lender in connection with the enforcement (whether through negotiations, legal proceedings, or otherwise) of this Agreement, the Revolving Notes, and the other Credit Documents; and

(d) to the extent required pursuant to Section 5.12, all reasonable and documented fees and expenses associated with collateral monitoring, collateral reviews and field examinations, including the reasonable fees and expenses of other advisors and professionals engaged by the Administrative Agent or the Lead Arranger in connection therewith.

(e) Without prejudice to the survival of any other agreement of the Credit Parties hereunder, the agreements and obligations of the Credit Parties contained in this Section 9.1 shall survive the

termination of this Agreement, the termination of all Commitments, and the payment in full of the Loans and all other amounts payable under this Agreement.

Section 9.2. Indemnification; Waiver of Consequential Damages.

(a) Indemnity. The Borrower shall indemnify the Administrative Agent and each Issuing Lender and each Lender, and each Related Party of any of the foregoing Persons (each such Person being called an "Indemnitee") against, and hold each Indemnitee harmless from, any and all Liabilities and related expenses, including the fees, charges and disbursements of any counsel for any Indemnitee, incurred by or asserted against any Indemnitee arising out of, in connection with, or as a result of (i) the execution or delivery of this Agreement, any other Credit Document, or any agreement or instrument contemplated hereby or thereby, the performance by the parties hereto of their respective obligations hereunder or thereunder or the consummation of the Transactions or any other transactions contemplated hereby, (ii) any Loan or Letter of Credit or the use of the proceeds therefrom (including any refusal by an Issuing Lender to honor a demand for payment under a Letter of Credit if the documents presented in connection with such demand do not strictly comply with the terms of such Letter of Credit), (iii) any actual or alleged presence or release of Hazardous Substance or Hazardous Waste on or from any property owned or operated by the Borrower or any of its Subsidiaries, or any Environmental Claim related in any way to the Borrower or any of its Subsidiaries, or (iv) any actual or prospective proceeding relating to any of the foregoing, whether or not such proceeding is brought by the Borrower or any other Credit Party or its or their respective equity holders, Affiliates, creditors or any other third Person and whether based on contract, tort or any other theory and regardless of whether any Indemnitee is a party thereto; provided that such indemnity shall not, as to any Indemnitee, be available to the extent that such Liabilities or related expenses are determined by a court of competent jurisdiction by final and nonappealable judgment to have resulted from the gross negligence or willful misconduct of such Indemnitee. This Section 9.2(a) shall not apply with respect to Taxes other than any Taxes that represent losses, claims or damages arising from any non-Tax claim.

(b) Limitation of Liability. To the extent permitted by applicable law (a) the Borrower and any Credit Party shall not assert, and the Borrower and each Credit Party hereby waives, any claim against the Administrative Agent, any Issuing Lender and any Lender, and any Related Party of any of the foregoing Persons (each such Person being called a "Lender-Related Person") for any Liabilities arising from the use by others of information or other materials (including, without limitation, any personal data) obtained through telecommunications, electronic or other information transmission systems (including the Internet), and (ii) no party hereto shall assert, and each such party hereby waives, any Liabilities against any other party hereto, on any theory of liability, for special, indirect, consequential or punitive damages (as opposed to direct or actual damages) arising out of, in connection with, or as a result of, this Agreement, any other Credit Document, or any agreement or instrument contemplated hereby or thereby, the Transactions, any Loan or Letter of Credit or the use of the proceeds thereof; provided that, nothing in this Section 9.2(b) shall relieve the Borrower and each Credit Party of any obligation it may have to indemnify an Indemnitee, as provided in Section 9.2(a), against any special, indirect, consequential or punitive damages asserted against such Indemnitee by a third party.

(c) Payments. All payments required to be made under this Section 9.2 shall be made within ten (10) days of demand therefor.

(d) Survival. Without prejudice to the survival of any other agreement of the Credit Parties hereunder, the agreements and obligations of the Credit Parties contained in this Section 9.2 shall survive the termination of this Agreement, the termination of all Commitments, and the payment in full of the Loans and all other amounts payable under this Agreement.

Section 9.3. Waivers and Amendments. No amendment or waiver of any provision of this Agreement, the Revolving Notes, or any other Credit Document (other than the Fee Letter), nor consent to any departure by the Borrower or any Guarantor therefrom, shall in any event be effective unless the same shall be in writing and signed by the Required Lenders and the Borrower, and then such waiver or consent shall be effective only in the specific instance and for the specific purpose for which given; provided that:

(a) no amendment, waiver, or consent shall, unless in writing and signed by all the affected Lenders and the Borrower, do any of the following: (i) waive any of the conditions specified in Section 3.2, (ii) reduce any principal, interest, fees or other amounts payable hereunder or under any other Credit Document (provided that the waiver of default interest shall only require the consent of the Required Lenders), (iii) postpone or extend any date fixed for any payment of any principal, interest, fees or other amounts payable hereunder, including, without limitation, the Scheduled Maturity Date (it being understood and agreed that a waiver of a mandatory prepayment shall only require the consent of the Required Lenders), (iv) amend Section 2.11(e), Section 7.5. this Section 9.3 or any other provision in any Credit Document which expressly requires the consent of, or action or waiver by, all of the Lenders, amend the definition of "Required Lenders", or change the number of Lenders which shall be required for the Lenders to take any action hereunder or under any other Credit Document, (v) except as specifically provided in the Credit Documents and as a result of transactions permitted by the terms of this Agreement, release any Guarantor from its obligation under any Guaranty or release all or substantially all of the Collateral, (vi) make any amendment to the definition of "Borrowing Base" or (vii) make any amendment to the definitions of "Eligible Accounts" or "Eligible Cash";

(b) no Commitment of a Lender or any obligations of a Lender may be increased without such Lender's written consent;

(c) no amendment, waiver, or consent shall, unless in writing and signed by the Administrative Agent in addition to the Lenders required above to take such action, affect the rights or duties of the Administrative Agent under this Agreement or any other Credit Document;

(d) no amendment, waiver or consent shall, unless in writing and signed by an Issuing Lender in addition to the Lenders required above to take such action, affect the rights or duties of such Issuing Lender under this Agreement or any other Credit Document;

(e) notwithstanding any other provision set forth in this Agreement, Commitment Increases pursuant to Section 2.15 shall be effectuated with the consent of the parties required under Section 2.15; and

(f) for the avoidance of doubt, amendments made pursuant to Section 2.16 may be made pursuant to agreement or agreements in writing entered into by the Borrower and the Required Lenders or by the Borrower and the Administrative Agent with the consent of the Required Lenders.

Notwithstanding anything to the contrary contained in the Credit Documents, the Administrative Agent and the Borrower, may amend, modify or supplement any Credit Document without the consent of any Lender in order to (i) correct, amend, cure or resolve any minor ambiguity, omission, defect, typographical error, inconsistency or other manifest error therein, (ii) add a guarantor or collateral or otherwise enhance the rights and benefits of the Lenders, (iii) make minor administrative or operational changes not adverse to any Lender or (iv) adhere to any local Legal Requirement or advice of local counsel; provided that the Administrative Agent shall provide the Lenders with five (5) Business Days' notice of the effectiveness of any amendment, modification or supplement made pursuant to clause (i) above and such amendment, modification or supplement shall not become effective to the extent that Lenders constituting

the Required Lenders object to such amendment, modification or supplement by written notice to the Administrative Agent within five (5) Business Days after receiving notice thereof.

Section 9.4. Severability. In case one or more provisions of this Agreement or the other Credit Documents shall be invalid, illegal or unenforceable in any respect under any applicable law, the validity, legality, and enforceability of the remaining provisions contained herein or therein shall not be affected or impaired thereby.

Section 9.5. Survival of Representations and Obligations. All representations and warranties contained in this Agreement or made in writing by or on behalf of the Credit Parties in connection herewith shall survive the execution and delivery of this Agreement and the other Credit Documents, the making of the Loans or the issuance of any Letters of Credit and any investigation made by or on behalf of the Lenders, none of which investigations shall diminish any Lender's right to rely on such representations and warranties. All obligations of the Borrower or any other Credit Party provided for in Sections 2.9, 2.10, 2.12(c), 9.1 and 9.2 and all of the obligations of the Lenders in Section 8.5 shall survive any termination of this Agreement and repayment in full of the Obligations.

Section 9.6. Binding Effect. This Agreement shall become effective when it shall have been executed by the Borrower and the Administrative Agent, and when the Administrative Agent shall have, as to each Lender, either received a counterpart hereof executed by such Lender or been notified by such Lender that such Lender has executed it and thereafter shall be binding upon and inure to the benefit of the Borrower, the Administrative Agent, and each Lender and their respective successors and permitted assigns, except that neither the Borrower nor any other Credit Party shall have the right to assign its rights or delegate its duties under this Agreement or any interest in this Agreement without the prior written consent of each Lender.

Section 9.7. Lender Assignments and Participations.

(a) Each Lender may assign to one or more Eligible Assignees all or a portion of its rights and obligations under this Agreement (including, without limitation, all or a portion of its Loans, its Revolving Notes, and its Commitments); provided, however, that (i) each such assignment shall be to an Eligible Assignee; (ii) except in the case of an assignment to another Lender or an assignment of all of a Lender's rights and obligations under this Agreement, any such partial assignment shall be in an amount at least equal to $5,000,000 unless the Administrative Agent and, so long as no Event of Default has occurred and is continuing, the Borrower otherwise consents to a lower amount (each such consent not to be unreasonably withheld or delayed); provided that the Borrower shall be deemed to have consented to such lower amount unless it shall have objected thereto by written notice to the Administrative Agent within five (5) Business Days after having received notice thereof; (iii) each assignment of a Lender's rights and obligations with respect to Loans and its Commitments shall be of a constant, and not varying, percentage of all of its rights and obligations under this Agreement as a Lender and the Revolving Notes (other than rights of reimbursement and indemnity arising before the effective date of such assignment); and (iv) the parties to such assignment shall execute and deliver to the Administrative Agent for its acceptance an Assignment and Acceptance, together with any Revolving Notes subject to such assignment and the assignor or assignee Lender shall pay a processing fee of $3,500; provided that such processing fee may be waived at the sole discretion of the Administrative Agent. Upon execution, delivery, and acceptance of such Assignment and Acceptance and payment of the processing fee, the assignee thereunder shall be a party hereto and, to the extent of such assignment, have the obligations, rights, and benefits of a Lender hereunder and the assigning Lender shall, to the extent of such assignment, relinquish its rights and be released from its obligations under this Agreement. Upon the consummation of any assignment pursuant to this Section 9.7, the assignor, the Administrative Agent and the Borrower shall make appropriate arrangements so that, if requested, new

Revolving Notes are issued to the assignor and the assignee. The assignee shall deliver to the Borrower and the Administrative Agent any applicable forms or certifications in accordance with Section 2.12(f).

(b) The Administrative Agent, acting solely for this purpose as a non-fiduciary agent of the Borrower for Tax purposes, shall maintain at its address referred to in Section 9.9 a copy of each Assignment and Acceptance delivered to and accepted by it and a register for the recordation of the names and addresses of the Lenders and the Commitments of, and principal amount (and stated interest) of the Loans owing to, each Lender from time to time (the "Register"). The entries in the Register shall be conclusive and binding for all purposes, absent manifest error, and the Credit Parties, the Administrative Agent and the Lenders shall treat each Person whose name is recorded in the Register as a Lender hereunder for all purposes of this Agreement. The Register shall be available for inspection by the Borrower or any Lender at any reasonable time and from time to time upon reasonable prior notice.

(c) Upon its receipt of an Assignment and Acceptance executed by the parties thereto, together with any Revolving Notes subject to such assignment and payment of the processing fee, the Administrative Agent shall, if such Assignment and Acceptance has been completed, (i) accept such Assignment and Acceptance, (ii) record the information contained therein in the Register, and (iii) give prompt notice thereof to the parties thereto.

(d) Each Lender may sell participations to one or more Persons in all or a portion of its rights and/or obligations under this Agreement (including all or a portion of its Commitments or its Loans), provided, however, that (i) such Lender's obligations under this Agreement shall remain unchanged, (ii) such Lender shall remain solely responsible to the other parties hereto for the performance of such obligations, (iii) the participant shall be entitled to the benefit of the yield protection provisions contained in Sections 2.9, 2.10 and 2.12 (subject to the requirements and limitations therein, including the requirements under Section 2.12(f) (it being understood that the documentation required under Section 2.12(f) shall be delivered to the participating Lender)), but with respect to any particular participant, to no greater extent than the Lender that sold the participation to such participant except to the extent such entitlement to receive a greater payment results from a Change in Law that occurs after the participant acquired the applicable participation, and the right of set-off contained in Section 7.4, and (iv) the Borrower shall continue to deal solely and directly with such Lender in connection with such Lender's rights and obligations under this Agreement, and such Lender shall retain the sole right to enforce the obligations of the Borrower relating to its Loans and its Revolving Notes and to approve any amendment, modification, or waiver of any provision of this Agreement (other than amendments, modifications, or waivers decreasing the amount of principal of or the rate at which interest is payable on such Loans or Revolving Notes, extending any scheduled principal payment date or date fixed for the payment of interest on such Loans or Revolving Notes, or extending its Commitment). Each Lender that sells a participation shall, acting solely for this purpose as a non-fiduciary agent of the Borrower, maintain a register on which it enters the address of each participant and the principal amounts (and stated interest) of each participant's interest in the Loans or other obligations under the Credit Documents (the "Participant Register"); provided that no Lender shall have any obligation to disclose all or any portion of the Participant Register (including the identity of any participant or any information relating to a participant's interest in any commitments, loans, letters of credit or its other obligations under any Credit Document) to any Person except to the extent that such disclosure is necessary to establish that such commitment, loan, letter of credit or other obligation is in registered form under Section 5f.103-1(c) of the United States Treasury Regulations. The entries in the Participant Register shall be conclusive absent manifest error, and such Lender shall treat each Person whose name is recorded in the Participant Register as the owner of such participation for all purposes of this Agreement notwithstanding any notice to the contrary. For the avoidance of doubt, the Administrative Agent (in its capacity as Administrative Agent) shall have no responsibility for maintaining a Participant Register.

(e) Notwithstanding any other provision set forth in this Agreement, any Lender may at any time pledge or assign a security interest in all or any portion of its rights under this Agreement to secure obligations of such Lender, including any pledge or assignment to secure obligations to a Federal Reserve Bank or any other central bank having jurisdiction over such Lender; provided that no such pledge or assignment shall release such Lender from any of its obligations hereunder or substitute any such pledgee or assignee for such Lender as a party hereto.

(f) Any Lender may furnish any information concerning the Borrower or any of its Subsidiaries in the possession of such Lender from time to time to assignees and participants (including prospective assignees and participants), subject, however, to the provisions of the following Section 9.8.

Section 9.8. Confidentiality. Each of the Administrative Agent, the Issuing Lenders and the Lenders agrees to maintain the confidentiality of the Information (as defined below), except that Information may be disclosed (a) to its and its Affiliates' directors, officers, employees and agents, including accountants, legal counsel and other advisors (it being understood that the Persons to whom such disclosure is made will be informed of the confidential nature of such Information and instructed to keep such Information confidential), (b) to the extent requested by any Governmental Authority (including any self-regulatory authority, such as the National Association of Insurance Commissioners), (c) to the extent required by applicable laws or regulations or by any subpoena or similar legal process, (d) to any other party to this Agreement, (e) in connection with the exercise of any remedies hereunder or under any other Credit Document or any suit, action or proceeding relating to this Agreement or the enforcement of rights hereunder of under any other Credit Document, (f) subject to an agreement containing provisions substantially the same as those of this Section, to (i) any assignee of or participant in, or any prospective assignee of or participant in, any of its rights or obligations under this Agreement or (ii) any actual or prospective counterparty (or its advisors) to any swap or derivative transaction relating to the Borrower and its obligations, (g) on a confidential basis to (1) any rating agency in connection with rating the Borrower or its Subsidiaries or the credit facilities provided for herein, (2) the CUSIP Service Bureau or any similar agency in connection with the issuance and monitoring of identification numbers with respect to the credit facilities provided for herein or (3) to market data collectors, (h) with the consent of the Borrower or (i) to the extent such Information (i) becomes publicly available other than as a result of a breach of this Section or (ii) becomes available to the Administrative Agent, any Issuing Lender or any Lender on a non-confidential basis from a source other than the Borrower. For the purposes of this Section, "Information" means all information received from the Borrower relating to the Borrower or its business, other than any such information that is available to the Administrative Agent, any Issuing Lender or any Lender on a non-confidential basis prior to disclosure by the Borrower and other than information pertaining to this Agreement routinely provided by arrangers to data service providers, including league table providers, that serve the lending industry; provided that, in the case of information received from the Borrower after the date hereof, such information is clearly identified at the time of delivery as confidential. Any Person required to maintain the confidentiality of Information as provided in this Section shall be considered to have complied with its obligation to do so if such Person has exercised the same degree of care to maintain the confidentiality of such Information as such Person would accord to its own confidential information. The Borrower hereby authorizes JPMCB and its Affiliates, at their respective sole expense, but without any prior approval by the Borrower, to publish such tombstones and give such other publicity to this Agreement as each may from time to time determine in its sole discretion. The foregoing authorization shall remain in effect unless and until the Borrower notifies JPMCB in writing that such authorization is revoked.

Section 9.9. Notices. Etc.

(a) Except as provided in paragraph (b) below, all notices and other communications (other than Notices of Borrowing and Notices of Continuation or Conversion, which are governed by Article 2 of this Agreement) shall be in writing and hand delivered with written receipt, sent by a nationally recognized

overnight courier, or sent by certified mail, return receipt requested as follows: if to a Credit Party, as specified on Schedule 9.9, if to the Administrative Agent or an Issuing Lender, at its credit contact specified under its name on Schedule 9.9, and if to any Lender at is credit contact specified in its Administrative Questionnaire. Each party may change its notice address by written notification to the other parties. All such notices and communications shall be effective when delivered, except that notices and communications to any Lender or an Issuing Lender pursuant to Article 2 shall not be effective until received notices delivered through electronic communications to the extent provided in paragraph (b) below, shall be effect as provided in said paragraph (b).

(b) Notices and other communications to the Administrative Agent and each Lender hereunder may be delivered or furnished by electronic communication (including e-mail, internet or intranet websites) pursuant to procedures approved by the Administrative Agent; provided that (i) such communication is followed promptly by an original delivered in accordance with paragraph (a) above and (ii) the foregoing shall not apply to notices to the Administrative Agent or any Lender pursuant to Article 2 if such Person has notified the Borrower that it is incapable of receiving notices under such article by electronic communication. Unless the Administrative Agent otherwise prescribes, (A) notices and other communications sent to an e-mail address shall be deemed received upon sender's receipt of an acknowledgment from the recipient (such as by the "Return Receipt Requested" function, as available, return e-mail or other written acknowledgment), and (B) notices or communications posted to an internet or intranet website shall be deemed received upon the deemed receipt by the intended recipient at its e-mail address as described in the foregoing clause (A) of notification that such notice or communication is available and identifying the website address therefor.

Section 9.10. Usury Not Intended. It is the intent of each Credit Party and each Lender in the execution and performance of this Agreement and the other Credit Documents to contract in strict compliance with applicable usury laws, including conflicts of law concepts, governing the Loans of each Lender including such applicable laws of the State of New York, if any, and the United States of America from time to time in effect. In furtherance thereof, the Lenders and the Credit Parties stipulate and agree that none of the terms and provisions contained in this Agreement or the other Credit Documents shall ever be construed to create a contract to pay, as consideration for the use, forbearance or detention of money, interest at a rate in excess of the Maximum Rate and that for purposes of this Agreement "interest" shall include the aggregate of all charges which constitute interest under such laws that are contracted for, charged or received under this Agreement; and in the event that, notwithstanding the foregoing, under any circumstances the aggregate amounts taken, reserved, charged, received or paid on the Loans, include amounts which by applicable law are deemed interest which would exceed the Maximum Rate, then such excess shall be deemed to be a mistake and each Lender receiving same shall credit the same on the principal of its Revolving Notes (or if such Revolving Notes shall have been paid in full, refund said excess to the Borrower). In the event that the maturity of the Revolving Notes are accelerated by reason of any election of the holder thereof resulting from any Event of Default under this Agreement or otherwise, or in the event of any required or permitted prepayment, then such consideration that constitutes interest may never include more than the Maximum Rate, and excess interest, if any, provided for in this Agreement or otherwise shall be canceled automatically as of the date of such acceleration or prepayment and, if theretofore paid, shall be credited on the applicable Revolving Notes (or, if the applicable Revolving Notes shall have been paid in full, refunded to the Borrower of such interest). In determining whether or not the interest paid or payable under any specific contingencies exceeds the Maximum Rate, the Credit Parties and the Lenders shall to the maximum extent permitted under applicable law amortize, prorate, allocate and spread in equal parts during the period of the full stated term of the Revolving Notes all amounts considered to be interest under applicable law at any time contracted for, charged, received or reserved in connection with the Obligations. The provisions of this Section 9.10 shall control over all other provisions of this Agreement or the other Credit Documents which may be in apparent conflict herewith.

Section 9.11. Usury Recapture. In the event the rate of interest chargeable under this Agreement at any time is greater than the Maximum Rate, the unpaid principal amount of the Loans shall bear interest at the Maximum Rate until the total amount of interest paid or accrued on the Loans equals the amount of interest which would have been paid or accrued on the Loans if the stated rates of interest set forth in this Agreement had at all times been in effect. In the event, upon payment in full of the Loans, the total amount of interest paid or accrued under the terms of this Agreement and the Loans is less than the total amount of interest which would have been paid or accrued if the rates of interest set forth in this Agreement had, at all times, been in effect, then the Borrower shall, to the extent permitted by applicable law, pay the Administrative Agent for the account of the Lenders an amount equal to the difference between (a) the lesser of (i) the amount of interest which would have been charged on its Loans if the Maximum Rate had, at all times, been in effect and (ii) the amount of interest which would have accrued on its Loans if the rates of interest set forth in this Agreement had at all times been in effect and (b) the amount of interest actually paid under this Agreement on its Loans. In the event the Lenders ever receive, collect or apply as interest any sum in excess of the Maximum Rate, such excess amount shall, to the extent permitted by law, be applied to the reduction of the principal balance of the Loans, and if no such principal is then outstanding, such excess or part thereof remaining shall be paid to the Borrower.

Section 9.12. Governing Law; Service of Process. The Credit Documents (other than those containing a contrary express choice of law provision) shall be governed by and construed in accordance with the laws of the State of New York. Each party to this Agreement irrevocably consents to service of process in the manner provided for notices in Section 9.9. Nothing in this Agreement or any other Credit Document will affect the right of any party to this Agreement to serve process in any other manner permitted by law.

Section 9.13. Submission to Jurisdiction. Each Credit Party hereby irrevocably and unconditionally submits, for itself and its property, to the exclusive jurisdiction of any U.S. Federal or New York State court sitting in New York, New York in any action or proceeding arising out of or relating to any Credit Documents, or for recognition or enforcement of any judgment, and each of the parties hereto hereby irrevocably and unconditionally agrees that all claims in respect of any such action or proceeding may be heard and determined in such New York State or, to the extent permitted by law, in such Federal court. Each of the parties hereto agrees that a final judgment in any such action or proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law. Nothing in this Agreement or any other Credit Document shall affect any right that the Administrative Agent, any Issuing Lender or any Lender may otherwise have to bring any action or proceeding relating to this Agreement or any other Credit Document against any Credit Party or its properties in the courts of any jurisdiction. Each Credit Party hereby irrevocably and unconditionally waives, to the fullest extent it may legally and effectively do so, any objection which it may now or hereafter have to the laying of venue of any suit, action or proceeding arising out of or relating to this Agreement or any other Credit Document in any court referred to in this Section. Each of the parties hereto hereby irrevocably waives, to the fullest extent permitted by law, the defense of an inconvenient forum to the maintenance of such action or proceeding in any such court.

Section 9.14. Execution in Counterparts; Electronic Execution. (a) This Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement and (b) delivery of an executed counterpart of a signature page of (x) this Agreement, (y) any other Credit Document and/or (z) any document, amendment, approval, consent, information, notice (including, for the avoidance of doubt, any notice delivered pursuant to Section 9.9), certificate, request, statement, disclosure or authorization related to this Agreement, any other Credit Document and/or the transactions contemplated hereby and/or thereby (each an "Ancillary Document") that is an Electronic Signature transmitted by telecopy, emailed pdf. or any other electronic means that

reproduces an image of an actual executed signature page shall be effective as delivery of a manually executed counterpart of this Agreement, such other Credit Document or such Ancillary Document, as applicable. The words "execution," "signed," "signature," "delivery," and words of like import in or relating to this Agreement, any other Credit Document and/or any Ancillary Document shall be deemed to include Electronic Signatures, deliveries or the keeping of records in any electronic form (including deliveries by telecopy, emailed pdf. or any other electronic means that reproduces an image of an actual executed signature page), each of which shall be of the same legal effect, validity or enforceability as a manually executed signature, physical delivery thereof or the use of a paper-based recordkeeping system, as the case may be; provided that nothing herein shall require the Administrative Agent to accept Electronic Signatures in any form or format without its prior written consent and pursuant to procedures approved by it; provided, further, without limiting the foregoing, (i) to the extent the Administrative Agent has agreed to accept any Electronic Signature, the Administrative Agent and each of the Lenders shall be entitled to rely on such Electronic Signature purportedly given by or on behalf of the Borrower or any other Credit Party without further verification thereof and without any obligation to review the appearance or form of any such Electronic Signature and (ii) upon the request of the Administrative Agent or any Lender, any Electronic Signature shall be promptly followed by a manually executed counterpart. Without limiting the generality of the foregoing, the Borrower and each Credit Party hereby (i) agree that, for all purposes, including without limitation, in connection with any workout, restructuring, enforcement of remedies, bankruptcy proceedings or litigation among the Administrative Agent, the Lenders, the Borrower and the Credit Parties, Electronic Signatures transmitted by telecopy, emailed pdf. or any other electronic means that reproduces an image of an actual executed signature page and/or any electronic images of this Agreement, any other Credit Document and/or any Ancillary Document shall have the same legal effect, validity and enforceability as any paper original, (ii) the Administrative Agent and each of the Lenders may, at its option, create one or more copies of this Agreement, any other Credit Document and/or any Ancillary Document in the form of an imaged electronic record in any format, which shall be deemed created in the ordinary course of such Person's business, and destroy the original paper document (and all such electronic records shall be considered an original for all purposes and shall have the same legal effect, validity and enforceability as a paper record), (iii) waives any argument, defense or right to contest the legal effect, validity or enforceability of this Agreement, any other Credit Document and/or any Ancillary Document based solely on the lack of paper original copies of this Agreement, such other Credit Document and/or such Ancillary Document, respectively, including with respect to any signature pages thereto and (iv) waives any claim against any Related Party for any liabilities arising solely from the Administrative Agent's and/or any Lender's reliance on or use of Electronic Signatures and/or transmissions by telecopy, emailed pdf. or any other electronic means that reproduces an image of an actual executed signature page, including any liabilities arising as a result of the failure of the Borrower and/or any Credit Party to use any available security measures in connection with the execution, delivery or transmission of any Electronic Signature.

Section 9.15. WAIVER OF JURY TRIAL. EACH PARTY HERETO HEREBY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT, ANY OTHER CREDIT DOCUMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY (WHETHER BASED ON CONTRACT, TORT OR ANY OTHER THEORY). EACH PARTY HERETO (A) CERTIFIES THAT NO REPRESENTATIVE, OTHER AGENT (INCLUDING ANY ATTORNEY) OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER AND (B) ACKNOWLEDGES THAT IT AND THE OTHER PARTIES HERETO HAVE BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION.

Section 9.16. [Reserved].

Section 9.17. USA Patriot Act. Each Lender that is subject to the Patriot Act and the Administrative Agent (for itself and not on behalf of any Lender) hereby notifies each Credit Party that pursuant to the requirements of the Patriot Act it is required to obtain, verify and record information that identifies such Credit Party, which information includes the name and address of such Credit Party and other information that will allow such Lender or the Administrative Agent, as applicable, to identify such Credit Party in accordance with the Patriot Act.

Section 9.18. No Fiduciary or Agency Relationship. The Borrower acknowledges and agrees, and acknowledges its subsidiaries' understanding, that no Lender Party will have any obligations except those obligations expressly set forth herein and in the other Credit Documents and each Lender Party is acting solely in the capacity of an arm's length contractual counterparty to the Borrower with respect to the Credit Documents and the transaction contemplated therein and not as a financial advisor or a fiduciary to, or an agent of, the Borrower or any other person. The Borrower agrees that it will not assert any claim against any Lender Party based on an alleged breach of fiduciary duty by such Lender Party in connection with this Agreement and the transactions contemplated hereby. Additionally, the Borrower acknowledges and agrees that no Lender Party is advising the Borrower as to any legal, tax, investment, accounting, regulatory or any other matters in any jurisdiction. The Borrower shall consult with its own advisors concerning such matters and shall be responsible for making its own independent investigation and appraisal of the transactions contemplated hereby, and the Lender Parties shall have no responsibility or liability to the Borrower with respect thereto. The Borrower further acknowledges and agrees, and acknowledges its subsidiaries' understanding, that each Lender Party, together with its Affiliates, is a full service securities or banking firm engaged in securities trading and brokerage activities as well as providing investment banking and other financial services. In the ordinary course of business, any Lender Party may provide investment banking and other financial services to, and/or acquire, hold or sell, for its own accounts and the accounts of customers, equity, debt and other securities and financial instruments (including bank loans and other obligations) of, the Borrower and other companies with which the Borrower may have commercial or other relationships. With respect to any securities and/or financial instruments so held by any Lender Party or any of its customers, all rights in respect of such securities and financial instruments, including any voting rights, will be exercised by the holder of the rights, in its sole discretion. In addition, the Borrower acknowledges and agrees, and acknowledges its subsidiaries' understanding, that each Lender Party and its affiliates may be providing debt financing, equity capital or other services (including financial advisory services) to other companies in respect of which the Borrower may have conflicting interests regarding the transactions described herein and otherwise. No Lender Party will use confidential information obtained from the Borrower by virtue of the transactions contemplated by the Credit Documents or its other relationships with the Borrower in connection with the performance by such Lender Party of services for other companies, and no Lender Party will furnish any such information to other companies. The Borrower also acknowledges that no Lender Party has any obligation to use in connection with the transactions contemplated by the Credit Documents, or to furnish to the Borrower, confidential information obtained from other companies.

Section 9.19. Keepwell. Each Qualified ECP Guarantor hereby jointly and severally absolutely, unconditionally and irrevocably undertakes to provide such funds or other support as may be needed from time to time by each other Credit Party to honor all of its obligations under any Credit Document in respect of a Swap Obligation (provided, however, that each Qualified ECP Guarantor shall only be liable under this Section 9.19 for the maximum amount of such liability that can be hereby incurred without rendering its obligations under this Section 9.19 or otherwise under any Credit Document voidable under applicable law relating to fraudulent conveyance or fraudulent transfer, and not for any greater amount). Except as otherwise provided herein, the obligations of each Qualified ECP Guarantor under this Section 9.19 shall remain in full force and effect until the termination of all Swap Obligations. Each Qualified ECP Guarantor

intends that this Section 9.19 constitute, and this Section 9.19 shall be deemed to constitute, a "keepwell, support, or other agreement" for the benefit of each other Credit Party for all purposes of Section 1a(18)(A)(v)(II) of the Commodity Exchange Act.

Section 9.20. Acknowledgement and Consent to Bail-In of Affected Financial Institutions. Notwithstanding anything to the contrary in any Credit Document or in any other agreement, arrangement or understanding among any such parties, each party hereto acknowledges that any liability of any Affected Financial Institution arising under any Credit Document may be subject to the Write-Down and Conversion Powers of the applicable Resolution Authority and agrees and consents to, and acknowledges and agrees to be bound by:

(a) the application of any Write-Down and Conversion Powers by an the applicable Resolution Authority to any such liabilities arising hereunder which may be payable to it by any party hereto that is an Affected Financial Institution; and

(b) the effects of any Bail-In Action on any such liability, including, if applicable:

(i) a reduction in full or in part or cancellation of any such liability;

(ii) a conversion of all, or a portion of, such liability into shares or other instruments of ownership in such EEA Financial Institution, its parent entity, or a bridge institution that may be issued to it or otherwise conferred on it, and that such shares or other instruments of ownership will be accepted by it in lieu of any rights with respect to any such liability under this Agreement or any other Credit Document; or

(iii) the variation of the terms of such liability in connection with the exercise of the Write-Down and Conversion Powers of the applicable Resolution Authority.

Section 9.21. Integration. THIS WRITTEN AGREEMENT AND THE CREDIT DOCUMENTS, AS DEFINED IN THIS AGREEMENT, REPRESENT THE FINAL AGREEMENT AMONG THE PARTIES AND SUPERSEDE ALL PRIOR UNDERSTANDINGS AND AGREEMENTS, WHETHER WRITTEN OR ORAL, RELATING TO THE TRANSACTIONS PROVIDED FOR HEREIN AND THEREIN. ADDITIONALLY, THIS AGREEMENT AND THE CREDIT DOCUMENTS MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS, OR SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES.

THERE ARE NO ORAL AGREEMENTS AMONG THE PARTIES.

IN EXECUTING THIS AGREEMENT, EACH CREDIT PARTY HEREBY WARRANTS AND REPRESENTS IT IS NOT RELYING ON ANY STATEMENT OR REPRESENTATION OTHER THAN THOSE IN THIS AGREEMENT AND IS RELYING UPON ITS OWN JUDGMENT AND ADVICE OF ITS ATTORNEYS.

Section 9.22. Several Obligations; Nonreliance; Violation of Law. The respective obligations of the Lenders hereunder are several and not joint and the failure of any Lender to make any Loan or perform any of its obligations hereunder shall not relieve any other Lender from any of its obligations hereunder. Each Lender hereby represents that it is not relying on or looking to any margin stock (as defined in Regulation U of the Board) for the repayment of the Revolving Borrowings provided for herein. Anything contained in this Agreement to the contrary notwithstanding, neither any Issuing Lender nor any Lender shall be obligated to extend credit to the Borrower in violation of any applicable law.

Section 9.23. Disclosure. Each Credit Party, each Lender and each Issuing Lender hereby acknowledges and agrees that the Administrative Agent and/or its Affiliates from time to time may hold investments in, make other loans to or have other relationships with any of the Credit Parties and their respective Affiliates.

Section 9.24. Appointment for Perfection. Each Lender hereby appoints each other Lender as its agent for the purpose of perfecting Liens, for the benefit of the Administrative Agent and the other Secured Parties, in assets which, in accordance with Article 9 of the UCC or any other applicable law can be perfected only by possession or control. Should any Lender (other than the Administrative Agent) obtain possession or control of any such Collateral, such Lender shall notify the Administrative Agent thereof, and, promptly upon the Administrative Agent's request therefor shall deliver such Collateral to the Administrative Agent or otherwise deal with such Collateral in accordance with the Administrative Agent's instructions.

Section 9.25. Acknowledgement Regarding an Supported QFCs.

(a) To the extent that the Credit Documents provide support, through a guarantee or otherwise, for Hedging Arrangements or any other agreement or instrument that is a QFC (such support "QFC Credit Support" and each such QFC a "Supported QFC"), the parties acknowledge and agree as follows with respect to the resolution power of the Federal Deposit Insurance Corporation under the Federal Deposit Insurance Act and Title II of the Dodd-Frank Wall Street Reform and Consumer Protection Act (together with the regulations promulgated thereunder, the "U.S. Special Resolution Regimes") in respect of such Supported QFC and QFC Credit Support (with the provisions below applicable notwithstanding that the Credit Documents and any Supported QFC may in fact be stated to be governed by the laws of the State of New York and/or of the United States or any other state of the United States):

(b) In the event a Covered Entity that is party to a Supported QFC (each, a "Covered Party") becomes subject to a proceeding under a U.S. Special Resolution Regime, the transfer of such Supported QFC and the benefit of such QFC Credit Support (and any interest and obligation in or under such Supported QFC and such QFC Credit Support, and any rights in property securing such Supported QFC or such QFC Credit Support) from such Covered Party will be effective to the same extent as the transfer would be effective under the U.S. Special Resolution Regime if the Supported QFC and such QFC Credit Support (and any such interest, obligation and rights in property) were governed by the laws of the United States or a state of the United States. In the event a Covered Party or a BHC Act Affiliate of a Covered Party becomes subject to a proceeding under a U.S. Special Resolution Regime, Default Rights under the Credit Documents that might otherwise apply to such Supported QFC or any QFC Credit Support that may be exercised against such Covered Party are permitted to be exercised to no greater extent than such Default Rights could be exercised under the U.S. Special Resolution Regime if the Supported QFC and the Credit Documents were governed by the laws of the United States or a state of the United States. Without limitation of the foregoing, it is understood and agreed that rights and remedies of the parties with respect to a Defaulting Lender shall in no event affect the rights of any Covered Party with respect to a Supported QFC or any QFC Credit Support.

Section 9.26. Affiliated Lenders. In case of any Loans or Commitments held by an Affiliated Lender (and without limiting Section 9.7(a) restricting assignments to Eligible Assignees), (a) each Affiliated Lender shall acknowledge and agree that they are each "insiders" under Section 101(31) of the Bankruptcy Code and, as such, the claims associated with the Loans and Commitments owned by it shall not be included in determining whether the applicable class of creditors holding such claims has voted to accept a proposed plan for purposes of Section 1129(a)(10) of the Bankruptcy Code unless the plan in question affects any Affiliated Lender's economics or rights and obligations in a disproportionately adverse manner than its effect on the other Lenders in a manner inconsistent with this Agreement, and (b) such

Affiliated Lender (i) will not receive information, reports and other materials prepared by the Administrative Agent or its consultants or advisors and shared with the Administrative Agent and the Lenders who are not Affiliated Lenders other than notices of prepayments and other administrative notices in respect of its Loans or Commitments required to be delivered to Lenders, (ii) will not be permitted to attend or participate in (or receive any notice of) Lender meetings or conference calls, (iii) will not be entitled to challenge the Administrative Agent's and the Lenders' attorney-client privilege as a result of their status as an Affiliated Lender and (iv) will not be entitled to receive advice of counsel to the Administrative Agent, any other Lender, financial advisors or another other consultants or advisors to the Administrative Agent or another Lender.

[Remainder of this page intentionally left blank. Signature pages follow.]