

EXHIBIT B

Proposed Final Order

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE**

In re:)	Case No. 17-_____ (___)
)	
Chieftain Sand and Proppant, LLC, <i>et al.</i> ,)	Chapter 11
)	
Debtors. ¹)	(Jointly Administered)
)	Re: Docket No. _____

**FINAL ORDER AUTHORIZING CONTINUED
USE OF THE DEBTORS’ CASH MANAGEMENT SYSTEM**

Upon the Motion² filed by the above-referenced debtors and debtors in possession (collectively, the “*Debtors*”) for entry of a final order (the “*Final Order*”) authorizing the Debtors to: (a) continue to operate their cash management system; and (b) honor certain prepetition obligations related thereto, all as more fully set forth in the Motion; and the First Day Declaration; and the Court having jurisdiction over the matters raised in the Motion pursuant to 28 U.S.C. §§ 157 and 1334 and the *Amended Standing Order of Reference* from the United States District Court for the District of Delaware, dated February 29, 2012; 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 proper and adequate notice of the Motion and hearing thereon has been given and that no other or further notice is necessary; and the Court having found that good and sufficient cause exists for the granting of the relief

¹ The Debtors in these chapter 11 cases, and the last four digits of their respective federal tax identification numbers, are Chieftain Sand and Proppant, LLC (1729) and Chieftain Sand and Proppant Barron, LLC (0418). The Debtors’ service address is: 331 27th Street, New Auburn, WI 54757.

² Capitalized terms used but not otherwise defined herein shall have the meaning set forth in the Motion.

requested in the Motion after having given due deliberation upon the Motion and all of the proceedings had before the Court in connection with the Motion, it is **HEREBY ORDERED THAT:**

1. The Motion is **GRANTED**.
2. Any objections to the Motion that have not been withdrawn or otherwise resolved are hereby **OVERRULED**.
3. The Debtors are authorized, but not directed, to: (a) continue operating the Cash Management System as described in the Motion and (b) honor their prepetition obligations related thereto, as described in the Motion.
4. The Debtors are further authorized, but not directed, to: (a) continue to use, with the same account numbers, the Bank Accounts in existence as of the Petition Date; (b) treat the Bank Accounts for all purposes as accounts of the Debtors as debtors in possession; (c) subject to the DACA, deposit funds in and withdraw funds from the Bank Accounts by all usual means, including wire transfers and other debits; and (d) pay the Bank Fees (including any prepetition amounts), and to otherwise perform their obligations under the documents governing the Bank Accounts.
5. _____ (the "**Cash Management Bank**") is authorized to continue to maintain, service, and administer the Bank Accounts as accounts of the Debtors as debtors in possession, without interruption and in the ordinary course, and to receive, process, honor, and pay, to the extent of available funds, any and all drafts, wires, credit card payments, and ACH transfers issued and drawn on the Bank Accounts after the Petition Date by the holders or makers thereof, as the case maybe; provided that (a) those certain existing deposit agreements between the Debtors and the Cash Management Bank shall continue to govern the postpetition cash

management relationship between the Debtors and the Cash Management Bank, and all of the provisions of such agreements, including the termination and fee provisions, shall remain in full force and effect, and (b) the Debtors and the Cash Management Bank may, without further order of this Court, agree to and implement non-substantive changes to the Cash Management System and procedures related thereto in the ordinary course of business.

6. All banks, including the Cash Management Bank, provided with notice of this Final Order maintaining any of the Bank Accounts shall not honor or pay any bank payments drawn on the listed Bank Accounts or otherwise issued before the Petition Date for which the Debtors specifically issue stop payment orders in accordance with the documents governing such Bank Accounts.

7. In the course of providing cash management services to the Debtors, the Cash Management Bank is authorized, without further order of this Court, to deduct the applicable Bank Fees from the appropriate Bank Account.

8. In connection with the Operating Account, the Cash Management Bank shall be authorized to hold and administer funds deposited in or credited to the Operating Account in accordance with the process and provisions set forth in the DACA, as modified by an orders entered in these chapter 11 cases, except that, so long as any Obligations or Commitments (each as defined in the DIP Credit Agreement) are outstanding, (i) notwithstanding the provisions of the DACA, the Cash Management Bank shall take all notices, instructions, orders and other direction that the Prepetition Agent is entitled to give under the DACA with respect to the Operating Account, including, but not limited to, in connection with disbursements therefrom, solely from the DIP Agent acting on behalf of the DIP Lenders and may disregard any instructions from the Prepetition Agent, (ii) all references in the DACA to the "Credit

Agreement” or any other “Loan Document” shall be deemed to be a reference to the DIP Credit Agreement or any other Loan Document (as defined in the DIP Credit Agreement), as applicable, (iii) all references in the DACA to any “Revolving Loan” or “Term Loan” shall be deemed to be a reference to the Loans (as such term is defined in the DIP Credit Agreement), (iv) all references in the DACA to any “Obligation” shall be deemed to be a reference to Obligations (as such terms is defined in the DIP Credit Agreement), (v) all references in the DACA to any “Lender” (including any “Revolving Lender” or “Term Lender”), “Administrative Agent,” “Collateral Agent” or other “Secured Party” shall be deemed to be a reference to the Lenders, Administrative Agent, Collateral Agent and other Secured Parties (as such terms are defined in the DIP Credit Agreement), as applicable, and (vi) all references in the DACA to other terms and concepts defined by references to the “Credit Agreement,” the “Loan Documents” and the transactions contemplated thereby shall be deemed to be a reference to the corresponding terms and concepts in relation to the DIP Credit Agreement and other Loan Documents (as defined in the DIP Credit Agreement) and the transactions contemplated thereby. The Cash Management Bank shall be entitled to all of its rights, exculpations and indemnities set forth in the DACA with respect to the Operating Account and any instructions or direction from the DIP Agent in connection therewith. Upon repayment in full of the DIP Obligations (or to the extent the DIP Obligations are no longer outstanding), the provisions of this paragraph shall no longer be effective and the DACA shall continue in full force and effect as it existed prior to the Petition Date, and the Prepetition Agent’s rights under the DACA shall be reinstated in full.

9. The Cash Management Bank is further authorized to (a) honor the Debtors' directions with respect to the opening and closing of any Bank Account and (b) accept and hold, the Debtors' funds in accordance with the Debtors' instructions; provided that the Cash

Management Bank shall not have any liability to any party for relying on such representations to the extent such reliance otherwise complies with applicable law.

10. The Debtors are authorized to open any new Bank Accounts or close any existing Bank Accounts as it may deem necessary and appropriate in their sole discretion; provided, however, that the Debtors give notice within fifteen (15) days to the Office of the U.S. Trustee and any statutory committee appointed in these chapter 11 cases; provided, further, that the Debtors shall open any such new Bank Accounts at banks that executed a Uniform Depository Agreement with the Office of the U.S. Trustee for the District of Delaware, or at such banks that are willing to timely execute such an agreement.

11. The Debtors shall maintain accurate and detailed records of all transfers, including but not limited to intercompany transfers between the Debtors, so that all transactions may be readily ascertained, traced, recorded properly and distinguished between prepetition and post-petition transactions.

12. The Debtors are authorized to continue using their pre-printed checks, correspondence, and business forms and checks, including, but not limited to, purchase orders, letterhead, envelopes, promotional materials, and other business forms, substantially in the forms existing immediately prior to the Petition Date, without reference to the Debtors' debtor-in-possession status, provided that once the Debtors' existing checks have been used, the Debtors shall, when reordering checks, require the designation "Debtor-in-Possession" and the corresponding bankruptcy case number on all checks; provided further that, with respect to checks which the Debtors or their agents print themselves, the Debtors shall begin printing the "Debtor-in-Possession" legend on such items within ten (10) days of the date of entry of this Order.

13. Subject to Bankruptcy Code section 553, all banks that maintain the Bank Accounts are prohibited from offsetting, affecting, freezing, or otherwise impeding the Debtors' use of any funds in the Bank Accounts on account of, or by reason of, any claim (as defined in Bankruptcy Code section 101(5) of any such bank against the Debtors that arose before the Petition Date, absent further order of this Court.

14. Notwithstanding anything to the contrary in this Order or the Motion, any payment, obligations, or other relief authorized by this Order shall be subject to the terms, conditions, and limitations of the order of this Court approving any debtor in possession financing and cash collateral use, including any budget in connection therewith.

15. The Debtors shall calculate quarterly fees under 28 U.S.C. section 1930(a)(6) based on the disbursements of each Debtor, regardless of who pays those disbursements.

16. The requirement to establish separate accounts for cash collateral and/or tax payments is hereby waived.

17. The requirements set forth in Bankruptcy Rule 6003(b) are satisfied by the contents of the Motion or are otherwise deemed waived.

18. Notice of the Motion satisfies the requirements set forth in Bankruptcy Rule 6004(a).

19. Notwithstanding the possible applicability of Bankruptcy Rules 6004(h), 7062, 9014 or otherwise, this Final Order shall be immediately effective and enforceable upon its entry.

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

21. The Court retains jurisdiction to hear and determine all matters arising from or related to the implementation, interpretation, or enforcement of this Final Order.

Dated: _____, 2017.
Wilmington, Delaware

THE HONORABLE [_____]
UNITED STATES BANKRUPTCY JUDGE