

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

In re:)	Case No. 17-10064 (KG)
)	
Chieftain Sand and Proppant, LLC, <i>et al.</i> ,)	Chapter 11
)	
Debtors. ¹)	(Jointly Administered)
)	Re: Docket No. ___

**ORDER AUTHORIZING THE DEBTORS TO REJECT CERTAIN UNEXPIRED
LEASES AND EXECUTORY CONTRACTS *NUNC PRO TUNC* TO PETITION DATE**

Upon the Motion² of the above-captioned debtors and debtors-in-possession (collectively, the “**Debtors**”), for the entry of an order (the “**Order**”) authorizing the Debtors to reject the Rejected Leases and Contracts *nunc pro tunc* to the Petition Date; it appearing that the relief requested is in the best interests of the Debtors’ estates, their creditors and other parties in interest; the Court having jurisdiction to consider the Motion and the relief requested therein pursuant to 28 U.S.C. §§ 157 and 1334; consideration of the Motion and the relief requested therein being a core proceeding pursuant to 28 U.S.C. § 157(b); venue being proper before this court pursuant to 28 U.S.C. §§ 1408 and 1409; notice of the Motion having been adequate and appropriate under the circumstances; and after due deliberation and sufficient cause appearing therefor, it is hereby ORDERED:

1. The Motion is **GRANTED** and approved as set forth herein.
2. The Debtors are authorized to reject the Rejected Leases and Contracts identified on Exhibit 1 attached hereto.

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 All capitalized terms used and not defined herein shall have the meanings ascribed to them in the Motion.

3. The Rejected Leases and Contracts are deemed rejected effective as of the Petition Date.

4. Nothing herein shall prejudice the rights of the Debtors to argue that any claim for damages arising from the rejection of the Rejected Leases and Contracts is limited to the remedies available under any applicable termination provision of such Rejected Leases and Contracts; or that any such claim is an obligation of a third party, and not that of the Debtors.

5. The rights of all parties are hereby reserved with respect to damage claims arising from the rejection of the Rejected Leases and Contracts as well as the nature and priority of such claims.

6. The Rejection Bar Date for filing a Rejection Claim is hereby fixed as the later of (i) the date that is thirty (30) days from the date of the entry of this Order, or (ii) the date established by this Court as the deadline by which creditors must file proofs of claim against the Debtors.

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

8. The terms and conditions of this Order shall be immediately effective and enforceable upon its entry.

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

Dated: _____, 2017
Wilmington, Delaware

The Honorable Kevin Gross
United States Bankruptcy Judge

EXHIBIT 1

Debtor Name	Complete Name of the Agreement	Complete Party Names to Contract Per Agreement	Contract Date	State what the contract or lease is for and the nature of the debtor's interest	Term Remaining	Name and mailing address for all other parties with whom the debtor has an executory contract or unexpired lease
Chieftain Sand and Proppant Barron, LLC	Master Purchase Agreement	Wanli Resources, LLC (Wanli) AND Chieftain Sand and Proppant Barron, LLC ("Chieftain")	2/18/2016	Master Purchase Agreement - Wanli Resources	2/18/2017	Wanli Resources, LLC 9950 Westpark Drive Houston, TX 77063
Chieftain Sand and Proppant Barron, LLC	Independent Broker Agreement	South Dakota Proppants AND Chieftain Sand and Proppant Barron, LLC	1/12/2016	Independent Broker Agreement - Wyoming Proppants DBA South Dakota Proppants	Ongoing with 10 day written notice	South Dakota Proppants Attn: Patric Galvin 36 Bear Drive Evergreen, CO 80469
Chieftain Sand and Proppant Barron, LLC	Master Purchase Agreement	WPX ENERGY PRODUCTION, LLC AND Chieftain Sand and Proppant Barron, LLC	10/1/2015	Master Purchase Agreement - WPX Energy, Inc.	Month to month	WPX Energy, Inc. Mail Stop 35-7 One Williams Center Tulsa, OK 74172-0172 Attn: Manager Strategic Sourcing, MD 35
Chieftain Sand and Proppant Barron, LLC	Master Purchase Agreement for Products and/or Services	FTS International Services, LLC AND Chieftain Sand and Proppant Barron, LLC	7/16/2014	Master Purchase Agreement - FTS International Services, LLC	Ongoing with 30 day written notice	FTS International Services, LLC Attn: Office of General Counsel- Transactions 777 Main Street, Suite 3000 Fort Worth, TX 76102
Chieftain Sand and Proppant, LLC	Termination of Employment	Mr. David Hanson and Chieftain Sand and Proppant, LLC	1/22/2016	David Hanson Severance Agreement	1/31/2017	David Hanson 880 E. Kenyon Avenue Englewood, CO 80113
Not specific in contract, i.e. Chieftain Sand. Show on both debtor's schedules	Parts Management Agreement	Werner Electric Supply AND Chieftain Sands	7/28/2014	Werner Electric Supply - parts management agreement	7/28/2019	Werner Electric Supply Attn: Joe Monson 7450 95th St. South Cottage Grove, MN 55016
Chieftain Sand and Proppant Barron, LLC	Schedule No. 01 Master Railcar Lease CSPB01FMaster	CIT Railcar Funding Company, LLC, (Lessor) AND Chieftain Sand and Proppant Barron, LLC (Lessee)	Contract 12/11/13 Amendment 6/16/16	Railcar Lease - 30 cars - CIT contract#CSPB01001	1/31/2020	CIT Rail LLC c/o The CIT Group/Equipment Financing, Inc., as Servicer 30 S. Wacker Drive, Suite 2900 Chicago, IL 60606 Attn: Senior Vice President - Rail Group

Debtor Name	Complete Name of the Agreement	Complete Party Names to Contract Per Agreement	Contract Date	State what the contract or lease is for and the nature of the debtor's interest	Term Remaining	Name and mailing address for all other parties with whom the debtor has an executory contract or unexpired lease
Chieftain Sand and Proppant Barron, LLC	Schedule No. 02 Master Railcar Lease CSPB01FMaster	The CIT Group/Equipment Financing, Inc. (Lessor) AND Chieftain Sand and Proppant Barron. LLC (Lessee)	Contract 12/11/13 Amendment 6/16/16	Railcar Lease - 19 cars - CIT contract#CSPB01002	12/31/2019	CIT Rail LLC c/o The CIT Group/Equipment Financing, Inc., as Servicer 30 S. Wacker Drive, Suite 2900 Chicago, IL 60606 Attn: Senior Vice President - Rail Group
Chieftain Sand and Proppant Barron, LLC	Schedule No. 03 Master Railcar Lease CSPB01FMaster	CIT Railcar Funding Company, LLC, (Lessor) AND Chieftain Sand and Proppant Barron. LLC (Lessee)	Contract 12/11/13 Amendment 6/16/16	Railcar Lease - 96 cars - CIT contract#CSPB01003	5/31/2020	CIT Rail LLC c/o The CIT Group/Equipment Financing, Inc., as Servicer 30 S. Wacker Drive, Suite 2900 Chicago, IL 60606 Attn: Senior Vice President - Rail Group
Chieftain Sand and Proppant Barron, LLC	Schedule No. 04 Master Railcar Lease CSPB01FMaster	The CIT Group/Equipment Financing, Inc. (Lessor) AND Chieftain Sand and Proppant Barron. LLC (Lessee)	Contract 12/11/13 Amendment 6/16/16	Railcar Lease - 110 cars - CIT contract#CSPB01004	2/28/2022	CIT Rail LLC c/o The CIT Group/Equipment Financing, Inc., as Servicer 30 S. Wacker Drive, Suite 2900 Chicago, IL 60606 Attn: Senior Vice President - Rail Group
Chieftain Sand and Proppant Barron, LLC	Schedule No. 05 Master Railcar Lease CSPB01FMaster	The CIT Group/Equipment Financing, Inc. (Lessor) AND Chieftain Sand and Proppant Barron. LLC (Lessee)	Contract 12/11/13 Amendment 6/16/16	Railcar Lease - 60 cars - CIT contract#CSPB01005	8/31/2021	CIT Rail LLC c/o The CIT Group/Equipment Financing, Inc., as Servicer 30 S. Wacker Drive, Suite 2900 Chicago, IL 60606 Attn: Senior Vice President - Rail Group
Chieftain Sand and Proppant Barron, LLC	Schedule No. 06 Master Railcar Lease CSPB01FMaster	The CIT Group/Equipment Financing, Inc. (Lessor) AND Chieftain Sand and Proppant Barron. LLC (Lessee)	Contract 12/11/13 Amendment 6/16/16	Railcar Lease - 30 cars - CIT contract#CSPB01006	8/31/2021	CIT Rail LLC c/o The CIT Group/Equipment Financing, Inc., as Servicer 30 S. Wacker Drive, Suite 2900 Chicago, IL 60606 Attn: Senior Vice President - Rail Group
Chieftain Sand and Proppant Barron, LLC	Schedule No. 07 Master Railcar Lease CSPB01FMaster	The CIT Group/Equipment Financing, Inc. (Lessor) AND Chieftain Sand and Proppant Barron. LLC (Lessee)	Contract 12/11/13 Amendment 6/16/16	Railcar Lease - 25 cars - CIT contract#CSPB01007	7/31/2021	CIT Rail LLC c/o The CIT Group/Equipment Financing, Inc., as Servicer 30 S. Wacker Drive, Suite 2900 Chicago, IL 60606 Attn: Senior Vice President - Rail Group

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Chieftain Sand and Proppant Barron, LLC	Schedule No. 01 Master Railcar Lease CSPB02FMaster	CIT RAIL, LLC, (Lessor) AND Chieftain Sand and Proppant Barron. LLC (Lessee)	Contract 1/14/14, Amendment 6/16/16	Railcar Lease - 50 cars - CIT contract#CSPB02001	1/31/2020	CIT Rail LLC c/o The CIT Group/Equipment Financing, Inc., as Servicer 30 S. Wacker Drive, Suite 2900 Chicago, IL 60606 Attn: Senior Vice President - Rail Group
Chieftain Sand and Proppant Barron, LLC	Schedule No. 01 Master Railcar Lease CSPB03FMaster	FLEX LEASING I, LLC, (Lessor) AND Chieftain Sand and Proppant Barron. LLC (Lessee)	Contract 6/1/15, Amendment 6/16/16	Railcar Lease - 37 cars - CIT contract#CSPB03001	1/31/2021	CIT Rail LLC c/o The CIT Group/Equipment Financing, Inc., as Servicer 30 S. Wacker Drive, Suite 2900 Chicago, IL 60606 Attn: Senior Vice President - Rail Group
Chieftain Sand and Proppant Barron LLC	Car Storage Agreement	IOWA NORTHERN RAILWAY COMPAY, 305 Second Street SE, Suite 400, Cedar Rapids, Iowa 52401 ("IANR") AND Chieftain Sand and Proppant Barron LLC (Customer)	Contract 5/10/13, Amendment 3/1/15	Railcar Storage Agreement - Iowa Northern	10/22/2016	Iowa Northern Railway Company G30305 Second Street SE Suite 400 Cedar Rapids, IA 52401
Not specific in contract, i.e. Chieftain Sand. Show on both debtor's schedules	Rail Services Agreement	Chieftain Sand, Inc., AND Progressive Rail Inc., (d/b/a Wisconsin Northern Railroad)	Contract 6/25/12, Amendment 3/7/13	Rail Services Agreement - Progressive Rail	6/24/2017	Chief Executive Officer Progressive Rail Inc. 21778 Highway Avenue Lakeville, MN 55044
Chieftain Sand and Proppant Barron, LLC	Transload Service Agreement	Agri-Empresa Transload & Storage, LLC and Chieftain Sand and Proppant Barron, LLC	1/1/2013	Transload Services	Auto renewal annually	Agri-Empresa Transload & Storage, LLC 6001 West Industrial Midland, TX 79706
Chieftain Sand and Proppants, LLC	Transloading Terms Agreement	CIG Logistics AND Chieftain Sand and Proppants, LLC	6/24/2015	CIG Logistics - Terminal agreement - Jal, NM	Ongoing - no expiration date defined	CIG Logistics 3566 NM Highway 18 Jal, NM 88252
Not specific in contract, i.e. Chieftain Sand. Show on both debtor's schedules	Business terms for Rockdale Direct Transload	Tidewater Logistics AND Chieftain	7/1/2016	Tidewater Logistics - Terminal agreement - Rockdale, TX	Ongoing - no expiration date defined	Tidewater Logistics 7105 Golf Club Drive Suite #1101 Fort Worth, TX 76179
Not specific in contract, i.e. Chieftain Sand. Show on both debtor's schedules	Business terms for Three Rivers Direct Transload	Tidewater Logistics AND Chieftain	7/1/2016	Tidewater Logistics - Terminal agreement - Three Rivers, TX	Ongoing - no expiration date defined	Tidewater Logistics 7105 Golf Club Drive Suite #1101 Fort Worth, TX 76179

Debtor Name	Complete Name of the Agreement	Complete Party Names to Contract Per Agreement	Contract Date	State what the contract or lease is for and the nature of the debtor's interest	Term Remaining	Name and mailing address for all other parties with whom the debtor has an executory contract or unexpired lease
Not specific in contract, i.e. Chieftain Sand. Show on both debtor's schedules	Business terms for Steubenville Direct Transload	Tidewater Logistics AND Chieftain	7/1/2016	Tidewater Logistics - Terminal agreement - Steubenville, OH	Ongoing - no expiration date defined	Tidewater Logistics 7105 Golf Club Drive Suite #1101 Fort Worth, TX 76179
Chieftain Sand and Proppant Barron, LLC	Transloading and Storage Services Agreement - Monthly Spot Volumes	Chieftain Sand & Proppant Barron, LLC, 331 27th Street, New Auburn, WI 54757 ("Customer") and Twin Eagle Sand Logistics, LLC	1/22/2016	Twin Eagle Logistics - Terminal agreement	Ongoing - see comments for agreement end date	Twin Eagle Sand Logistics, LLC 8847 West Sam Houston Parkway N. Houston, TX 77040 Attn: Contracts Department
Chieftain Sand and Proppant, LLC	Assetpoint, LLC Statement of Work Software as a Service (Saas)	Assetpoint LLC AND Chieftain Sand and Proppant, LLC	2/27/2014	Aptean - TabWare - Preventative Maintenance, work orders and purchasing software	5/14/2017	Asset Point LLC 770 Pelham Road Greenville, SC 29615
Chieftain Sand and Proppant Barron, LLC	Option Agreement	Robert C. Peterson and Janice Peterson AND Chieftain Sand & Proppant Barron, LLC	Contract 7/28/14, 1st Amendment 3/17/15, 2nd Amendment 6/29/16	Robert and Janice Peterson	12/31/2016	Robert C. Peterson and Janice Peterson 395 24 3/4 Street Chetek, WI 54728