

**EXHIBIT B**

**Blacklined Proposed Order**

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

In re:

Chieftain Sand and Proppant, LLC, *et al.*,

Debtors.<sup>1</sup>

Case No. 17-10064 (KG)

Chapter 11

(Jointly Administered)

**Re: Docket No. —46**

**ORDER AUTHORIZING THE EMPLOYMENT AND RETENTION OF  
EISNERAMPER LLP AS FINANCIAL ADVISOR FOR THE  
DEBTORS NUNC PRO TUNC TO THE PETITION DATE**

Upon the Debtors’ application (the “Application”)<sup>2</sup> for entry of an order pursuant to Bankruptcy Code sections 327(a), 328(a) and 1107, Bankruptcy Rules 2014 and 2016, and Local Rules 2014-1 and 2016-2, authorizing the Debtors to employ and retain EisnerAmper LLP (“EisnerAmper”) as their financial advisor, *nunc pro tunc* to the Petition Date, on the terms set forth in the Engagement Letter; and upon consideration of the Declaration of Wayne P. Weitz in Support of the Application (the “Weitz Declaration”); and the Court having jurisdiction to consider the Application pursuant to sections 157(a) and 1334 of title 28 of the United States Code; and the Application being a core proceeding pursuant to section 157(b)(2) of title 28 of the United States Code; and venue being proper in this Court pursuant to sections 1408 and 1409 of title 28 of the United States Code; and due and proper notice of the Application having been provided; and it appearing that no other or further notice need be provided; and the Court having determined that the relief sought in the Application is necessary and in the best interests of the Debtors, their estates, creditors, and all parties in interest; and the Court having determined that

<sup>1</sup> 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 27<sup>th</sup> Street, New Auburn, WI 54757.

<sup>2</sup> Capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the Application.

the legal and factual bases set forth in the Application and in the Weitz Declaration establish just cause for the relief granted herein; and after due deliberation and sufficient cause appearing therefor, it is hereby

**ORDERED** that the Application is **GRANTED** as set forth herein; and it is further

**ORDERED** that in accordance with sections 327(a) and 328(a) of the Bankruptcy Code, Bankruptcy Rule 2014, and Local Rule 2014-1, the Debtors are authorized to employ and retain EisnerAmper *nunc pro tunc* to the Petition Date on the terms set forth in the Engagement Letter, as modified by the Application, the Weitz Declaration, and herein; and it is further

**ORDERED** that notwithstanding anything in the Engagement Letter to the contrary, EisnerAmper will file with this Court applications for the payment of fees in accordance with the procedures set forth in sections 330 and 331 of the Bankruptcy Code, the Bankruptcy Rules, the Local Rules, any order of this Court or any applicable guidelines regarding submission and approval of fee applications; and it is further

**ORDERED** that ~~EisnerAmper shall hold~~ subject to any order(s) entered by the Retainer as security throughout the Debtors' bankruptcy cases, until EisnerAmper's Court approving allowed fees and expenses of EisnerAmper in connection with these chapter 11 cases, EisnerAmper is authorized to apply its retainer balance held as of the Petition Date against fees and expenses that are awarded and payable to EisnerAmper on a final basis; and it is further

**ORDERED** that the indemnification obligations of the Debtors set forth in the Engagement Letter are approved, subject to the following clarifications:

1. Subject to the provisions of subparagraphs 3 and 4 below, the Debtors are authorized to indemnify, and shall indemnify EisnerAmper, in accordance with the Engagement Letter and to the extent permitted by applicable law, for any claim arising from, related to, or in

connection with EisnerAmper's performance of services pursuant to this Order and the Engagement Letter;

2. EisnerAmper shall not be entitled to indemnification, contribution, or reimbursement for services ~~other than the services provided under the Engagement Letter~~, unless such services and the indemnification, contribution, or reimbursement therefore are approved by the Court;

3. Notwithstanding anything to the contrary in the Engagement Letter, the Debtors shall have no obligation to indemnify EisnerAmper, or provide contribution or reimbursement to EisnerAmper, for any claim or expense that is either: (i) judicially determined (the determination having become final) to have arisen from EisnerAmper's gross negligence, willful misconduct, or fraud; (ii) for a contractual dispute in which the Debtors allege the breach of EisnerAmper's contractual obligations if the Court determines that indemnification, contribution or reimbursement would not be permissible pursuant to In re United Artists Theatre Co., 315 F.3d 217 (3d Cir. 2003); or (iii) settled prior to a judicial determination under (i) or (ii) determined by this Court, after notice and a hearing, to be a claim or expense for which EisnerAmper should not receive indemnity, contribution or reimbursement under the terms of the Engagement Letter as modified by this Order;

4. If, before the earlier of (i) the entry of an order confirming a chapter 11 plan in these cases (that order having become a final order no longer subject to appeal) and (ii) the entry of an order closing the chapter 11 cases, EisnerAmper believes that it is entitled to the payment of any amounts on account of the Debtors' indemnification, contribution, or reimbursement obligations under the Engagement Letter, including, without limitation, the advancement of defense costs, EisnerAmper must file an application before this Court, and the Debtors may not

pay any such amount to EisnerAmper before the entry of an order by this Court approving payment. This subparagraph 4 is intended only to specify the period of time under which the Court shall have jurisdiction over any request for payment by EisnerAmper for indemnification, contribution, or reimbursement, and not a provision limiting the duration of the Debtors' obligations to indemnify EisnerAmper; and it is further

**ORDERED** that any limitation on liability language set forth in the Engagement Letter or its attachments is of no force and effect during the pendency of these chapter 11 cases; and it is further

**ORDERED** that EisnerAmper shall provide ten business days' notice to the Debtors, the U.S. Trustee, and any Committee before any increases in the rates set forth in the Application or the Engagement Letter are implemented and shall file such notice with the Court. The U.S. Trustee retains all rights to object to any rate increase on all grounds, including the reasonableness standard set forth in section 330 of the Bankruptcy Code, and the Court retains the right to review any rate increase pursuant to section 330 of the Bankruptcy Code; and it is further

**ORDERED** that to the extent that this Order is inconsistent with the Engagement Letter, the terms of this Order shall govern; and it is further

**ORDERED** that notwithstanding anything to the contrary in this Order or the Motion, any payment, obligation, or other relief authorized by this Order shall be subject to the terms, conditions, and limitations of the order approving any debtor in possession financing and cash collateral use, including any budget in connection therewith; and it is further

**ORDERED** that the Debtors may take any actions reasonably necessary to implement the relief granted in this Order without further intervention of the Court and without further notice or hearing; and it is further

**ORDERED** that the Court retains jurisdiction to hear and determine all matters related to the implementation or interpretation of this Order.

Dated: January \_\_, 2017  
Wilmington, Delaware

Honorable Kevin Gross

~~THE HONORABLE KEVIN GROSS~~The  
~~U. S. BANKRUPTCY JUDGE~~