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

In re:	§ Chapter 11
	§ .
NITRO FLUIDS, LLC	§ Case No. 24-60018 (CML)
	§
Debtor. ¹	§
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GLOBAL NOTES AND STATEMENT OF LIMITATIONS, METHODS, AND DISCLAIMERS REGARDING THE DEBTOR'S SCHEDULE OF ASSETS AND LIABILITIES AND STATEMENT OF FINANCIAL AFFAIRS

The above-captioned debtor (the "<u>Debtor</u>"), by and through its undersigned counsel, is filing its Schedule of Assets and Liabilities (the "<u>Schedules</u>") and Statement of Financial Affairs (the "<u>SOFA</u>") in the United States Bankruptcy Court for the Southern District of Texas, Victoria Division (the "<u>Bankruptcy Court</u>"). The Debtor prepared the Schedules and SOFA in accordance with § 521 of title 11 of the United States Code (the "<u>Bankruptcy Code</u>") and Rule 1007 of the Federal Rules of Bankruptcy Procedure (the "<u>Bankruptcy Rules</u>").

These Global Notes and Statement of Limitations, Methods, and Disclaimers Regarding the Debtor's Schedules of Assets and Liabilities and Statements of Financial Affairs (collectively, the "Global Notes") pertain to, are incorporated by reference in, and comprise an integral part of the Schedules and SOFA. These Global Notes should be referred to and reviewed in connection with any review of the Schedules and SOFA.

The Schedules and SOFA have been prepared by Brad Walker, the Debtor's Chief Restructuring Officer in consultation with the Debtor's management team and advisors and are unaudited and subject to further review and potential revision. In preparing the Schedules and SOFA, the Debtor relied on financial data derived from the Debtor's books and records as it was available at the time of preparation. Mr. Walker, the Debtor's management, and advisors have made reasonable efforts to ensure that they are as accurate and complete as possible under the circumstances. However, subsequent information or discovery may result in material changes to the Schedules and SOFA, and inadvertent errors or omissions may exist. Notwithstanding any such discovery or new information however, the Debtor may, but shall not be required to, update the Schedules and SOFA.

Reservation of Rights. Nothing contained in the Schedules and SOFA or these Global Notes shall constitute a waiver of any of the Debtor's rights or an admission with respect to its bankruptcy

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The last four digits of the Federal Tax ID number for Nitro Fluids, LLC are 2119 and the location of the service address for Nitro Fluids, LLC is: 117 Broadway, Nordheim, TX 78141.

case, including, but not limited to, any issues involving objections to claims, substantive consolidation, equitable subordination, defenses, characterization or recharacterization of contracts, assumption or rejection of contracts under the provisions of chapter 3 of the Bankruptcy Code, or causes of action arising under the provisions of chapter 5 of the Bankruptcy Code or any other relevant applicable laws to recover assets or avoid transfers.

<u>Description of the Case and "as of" Information Date.</u> On May 15, 2024 (the "<u>Petition Date</u>"), the Debtor filed a petition for relief with the Bankruptcy Court under chapter 11 of the Bankruptcy Code. A detailed description of the Debtor, its business, and the facts and circumstances supporting the Schedules and SOFA and the chapter 11 case are described in detail in the *Declaration of Brad Walker in Support of the Debtors' Chapter 11 Petitions and Requests for First Day Relief*, which was filed on May 17, 2024 [Docket No. 19 in Case No. 24-60018].

Given the nature of the case and the Debtor's assets, the valuations given are estimates at varying points in time. This is because those values fluctuate over time and, given the nature of the Debtor's business and its assets and liabilities, the Debtor is presenting these filings in its best attempt to "mark to market" the types of assets it owns in each category of assets and liabilities. In some instances, equipment values have been stated as set forth in recent valuations conducted on such assets.

<u>Amendment.</u> Although reasonable efforts were made to file complete and accurate Schedules and SOFA, inadvertent errors or omissions may exist. Thus, the Debtor reserves all rights, but shall not be required to, to amend or supplement its Schedules and SOFA from time to time as may be necessary or appropriate.

<u>Basis of Presentation.</u> Although these Schedules and SOFA may, at times, incorporate information prepared in accordance with generally accepted accounting principles ("<u>GAAP</u>"), the Schedules and SOFA do not purport to represent or reconcile financial statements otherwise prepared or distributed by the Debtor in accordance with GAAP, income tax basis, or otherwise. To the extent that the Debtor shows more assets than liabilities, this is not an admission that the Debtor was solvent or insolvent on the Petition Date or at any time prior to the Petition Date. Likewise, to the extent that the Debtor shows more liabilities than assets, this is not an admission that the Debtor was solvent or insolvent on the Petition Date or at any time prior to the Petition Date.

<u>Insiders.</u> For purposes of the Schedules and SOFA, the term "insiders" shall have the meaning set forth in Bankruptcy Code § 101(31).

Persons listed in the SOFA as insiders have been included for informational purposes only. The Debtor does not take any position with respect to (a) such person's influence over the control of the Debtor; (b) the management responsibilities or functions of such individual; (c) the decision-making or corporate authority of such individual; or (d) whether such individual could successfully argue that he or she is not an insider under applicable law, including, without limitation, the federal securities laws, or with respect to any theories of liability or for any other purpose.

<u>Recharacterization.</u> The Debtor has made reasonable efforts to characterize, classify, categorize, and designate the claims, assets, executory contracts, unexpired leases, and other items reported in

the Schedules and SOFA correctly. The Debtor reserves all rights to recharacterize, reclassify, recategorize, and redesignate items reported in the Schedules and SOFA at a later time as is necessary or appropriate as additional information becomes available, including, without limitation, whether contracts listed herein were executory as of the Petition Date or remain executory post-petition and whether leases listed herein were unexpired as of the Petition Date or remain unexpired post-petition.

Summary of Significant Reporting Policies.

<u>Current Market Value and Net Book Value.</u> In many instances, current market valuations are neither maintained by nor readily ascertainable by the Debtor. The Debtor has used its best efforts to estimate the assets value or provided that the value is unknown. Where indicated, the disclosures may provide that the retail value is provided. Additionally, as set forth above, certain of the values have been provided based upon recent valuations of assets of the Debtor.

Liabilities. Unless otherwise indicated, all liabilities are listed as of the Petition Date.

<u>Credits and Adjustments.</u> The claims of individual creditors are listed as the amounts entered on the Debtor's books and records and may not reflect credits, allowances, or other adjustments due from such creditors to the Debtor. The Debtor reserves all rights with regard to such credits, allowances, and other adjustments, including the right to assert claims objections and/or setoffs with respect to the same.

<u>Undetermined Amounts</u>. The description of an amount as "unknown," "TBD," or "undetermined" is not intended to reflect upon the materiality of such amount.

<u>Totals</u>. All totals that are included in the Schedules and SOFA's represent totals of all currently known amounts included in the Debtor's books and records as of the Petition Date. To the extent that there are undetermined amounts, the actual total may be different from the listed total.

<u>Classifications</u>. Listing a claim (a) on Schedule D as "secured," (b) on Schedule E as "priority," or (c) on Schedule F as "unsecured priority," or listing a contract or lease on Schedule G as "executory" or "unexpired" does not constitute an admission by the Debtor of the legal rights of the claimant or a waiver of the Debtor's right to recharacterize or reclassify such claim, contract, or lease.

<u>Claims Description</u>. Any failure to designate a claim on a given Debtor's Schedules as "disputed," "contingent," or "unliquidated" does not constitute an admission by the Debtor that such amount is not "disputed," "contingent," or "unliquidated." The Debtor reserves all rights to dispute, or to assert any offsets or defenses to, any claim reflected on its respective Schedules on any grounds, including, without limitation, amount, liability, validity, priority, or classification, or to otherwise subsequently designate any claim as "disputed," "contingent," or "unliquidated." Listing a claim does not constitute an admission of liability by the Debtor, and the Debtor reserves the right, but shall not be required, to amend the Schedules accordingly.

<u>Guarantees and Other Secondary Liability Claims</u>. The Debtor has used reasonable efforts to locate and identify guarantees and other secondary liability claims (collectively, the "<u>Guarantees</u>") in its

executory contracts, unexpired leases, secured financing, debt instruments, and other such agreements. The Debtor's review of its contracts in such regard is ongoing. Where such Guarantees have been identified, they have been included in the relevant Schedule for the Debtor. Further, certain Guarantees embedded in the Debtor's executory contracts, unexpired leases, secured financings, debt instruments, and other such agreements may have been inadvertently omitted. Thus, the Debtor reserves its right to amend the Schedules to the extent that additional Guarantees are identified. In addition, the Debtor reserves the right, but shall not be required, to amend the Schedules and SOFA to recharacterize or reclassify any such contract, lease, claim, or Guarantee.

<u>Causes of Action</u>. The Debtor, despite its best efforts, may not have listed all of its causes of action (filed or potential) against third parties as assets in the Schedules and SOFA. The Debtor reserves all of its rights with respect to any causes of action they may have, and neither these Global Notes nor the Schedules and SOFA shall be deemed a waiver of any such causes of action.

<u>Schedule A – Real Property.</u> The Debtor's failure to list any rights in real property on Schedule A should not be construed as a waiver of any such rights that may exist, whether known or unknown at this time.

<u>Schedule B – Personal Property.</u> Personal property owned by the Debtor is listed in the Schedule B. To the extent that the Debtor has not been able to identify the actual physical location of certain personal property, the Debtor has reported the address of the Debtor's principal place of business.

Exclusion of certain intellectual property shall not be construed as an admission that such intellectual property rights have been abandoned, terminated, assigned, expired by its terms, or otherwise transferred pursuant to a sale, acquisition, or other transaction.

<u>Schedule D – Creditors Holding Secured Claims.</u> The Debtor reserves the right to dispute or challenge the validity, perfection, priority, or immunity from avoidance of any lien purported to be granted or perfected in any specific asset to a creditor listed on Schedule D. Moreover, although the Debtor may have scheduled claims of various creditors as secured claims for informational purposes, no current valuation of the Debtor's assets in which such all creditors may have a lien has been undertaken.

The descriptions in Schedule D are intended to be only a summary. Reference to the applicable agreements and related documents and a determination of the creditors' compliance with applicable law is necessary for a complete description of the collateral and the nature, extent, and priority of any liens. Nothing in the Global Notes or the Schedules and SOFA shall be deemed a modification or interpretation of the terms of such agreements or related documents.

<u>Schedule E – Creditors Holding Unsecured Priority Claims.</u> Listing a claim on Schedule E as "unsecured priority" does not constitute the Debtor taking a position on the legal rights of the claimant. The Debtor expressly reserves the right to assert that any claim listed on Schedule E does not constitute an unsecured priority claim under section 507 of the Bankruptcy Code.

The claims listed on Schedule E arose, or were incurred on, various dates and a determination of each date upon which each claim arose, or was incurred, would be unduly burdensome and cost prohibitive. Accordingly, not all such dates are included for each claim. All claims listed on

Schedule E, however, appear to have arisen, or to have been incurred, on or before the Petition Date.

Schedule F – Creditors Holding Unsecured Nonpriority Claims. Listing a claim on Schedule F as "unsecured nonpriority" does not constitute an admission by the Debtor of any legal rights of the claimant. The Debtor expressly reserves the right to assert that any claim listed on Schedule F does not constitute an unsecured nonpriority claim (including the right to assert that any such claim constitutes a secured or priority claim). Additionally, noting that a claim on Schedule F is "subject to setoff" does not constitute an admission by the Debtor of the legal rights of the claimant. The Debtor expressly reserves the right to assert that any claim listed on Schedule F is not subject to setoff or dispute any claim to such setoff.

Certain creditors may assert mechanic's, materialman's, or other statutory liens against the Debtor for amounts listed on Schedule F. The Debtor reserves its right to dispute or challenge the validity, perfection, or immunity from avoidance of any lien purported to be perfected by a creditor listed on Schedule F.

The claims listed on Schedule F arose, or were incurred, on various dates, and a determination of each date upon which each claim arose, or was incurred, would be unduly burdensome and cost prohibitive. Accordingly, not all such dates are included for each claim. All claims listed on Schedule F, however, appear to have arisen, or to have been incurred, prior to the Petition Date.

<u>Schedule G – Executory Contracts and Unexpired Leases.</u> Although reasonable efforts have been made to ensure the accuracy of Schedule G regarding executory contracts and unexpired leases, the Debtor's review is ongoing, and inadvertent errors, omissions, or over- inclusion may have occurred.

The Debtor reserves all its rights, claims, and causes of action with respect to the contracts and agreements listed on Schedule G, including the right to dispute or challenge the characterization or the structure of any transaction, document, or instrument. Certain executory agreements may not have been memorialized in writing and could be subject to dispute. Generally, executory agreements that are oral in nature have not been included in Schedule G. The Debtor may be a party to various other agreements concerning real property, such as supplemental agreements, amendments/letter agreements, title documents, consents, site plans, maps, office services, and other miscellaneous agreements. Such agreements, if any, are not set forth in Schedule G. Further, the Debtor is a party to master service agreements with numerous entities for which the Debtor is not currently performing work pursuant to those agreements. Such agreements are not set forth in Schedule G. Also, the Debtor has not listed on Schedule G monthly service contracts for which the Debtor is not obligated long-term and can cancel at any time.

<u>Schedule H – Co-Obligors.</u> Although the Debtor has made every effort to ensure the accuracy of Schedule H, inadvertent errors, omissions, or inclusions may have occurred. The Debtor hereby reserves all rights to dispute the validity, status, and enforceability of any obligations set forth on Schedule H and to further amend or supplement such Schedule as necessary.

The Debtor further reserves all rights, claims, and causes of action with respect to the obligations listed on Schedule H, including the right to dispute or challenge the characterization or the structure

of any transaction, document, or instrument related to a creditor's claim. The listing of a contract, guarantee, or other obligation on Schedule H shall not be deemed an admission that such obligation is binding, valid, or enforceable.

<u>SOFA – Transfers Outside of the Ordinary Course of Business.</u> Nothing in the Debtor's response to Question 13 constitutes an admission by the Debtor that such transfers were outside of the ordinary course of the Debtor's business.

Fill in this information to identify the case:				
Debtor name Nitro Fluids, LLC				
United States Bankruptcy Court for the: Southern	District of Texas (State)			
Case number (If known): 24-60018	Chapter 11			

Check if this is an amended filing

Official Form 206G

Schedule G: Executory Contracts and Unexpired Leases

12/15

Be as complete and accurate as possible. If more space is needed, copy and attach the additional page, numbering the entries consecutively.

Į	 Does the debtor have any executory contracts or unexpired leases? No. Check this box and file this form with the court with the debtor's other schedules. There is nothing else to report on this form. Yes. Fill in all of the information below even if the contracts or leases are listed on Schedule A/B: Assets - Real and Personal Property (Official Form 206A/B). 					
2. L	ist all contracts and unexpire	d leases	State the name and mailing address for all other parties with whom the debtor has an executory contract or unexpired lease			
	Ex. G.2					
2.1	State what the contract or lease is for and the nature of the debtor's interest	,				
	State the term remaining		· · · · · · · · · · · · · · · · · · ·			
	List the contract number of any government contract					
2.2	State what the contract or lease is for and the nature of the debtor's interest					
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	List the contract number of any government contract	16				
2.3	State what the contract or lease is for and the nature of the debtor's interest	<u>-</u>				
	State the term remaining	r	· · · · · · · · · · · · · · · · · · ·			
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	State the term remaining List the contract number of any government contract					

Debtor

Nitro Fluids, LLC

Case number (if known)_24-60018

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Additional Page if Debtor Has More Executory Contracts or Unexpired Leases

	Copy this page only if more	space is needed. Continue numbering the	e lines sequentially from the previous page.
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	State the term remaining List the contract number of any government contract		

Ex. G.2

Nitro Fluids, LLC - Executory Contracts

Case #24-60018				
Vendor	Address	Account Number	Contract Reason	Term
Republic Services	8220 W Hwy 80, Midland, Texas 79706	3-0688-1011324	Disposal Services @ 5114 S. Veronica St., Monahans, TX	36 Months Beg. 02/01/2024
AFCO	PO Box 4795, Carol Stream, IL 60197-4795	04-92458017-01	Cyber & EPLI Isurance	11 Months Beg. 09/15/2023
Ford Credit	PO Box 35910, Cleveland, OH 44135-0910	60705478	Purchase of LT-215522-FO	36 Months Beg. 12/02/2021
Ford Credit Ally Financial	PO Box 35910, Cleveland, OH 44135-0910 PO Box 380902, Bloomington, MN 55438-0902	60705518 228309148278	Purchase of LT-215622-FO Purchase of LT-215724-GM	36 Months Beg. 12/02/2021 36 Months Beg. 11/02/2023
GM Financial	PO Box 380902, Bloomington, Min 33438-0902 PO Box 183593, Arlington, Texas 76096	211077065571	Purchase of LT-215824-CH	36 Months Beg. 11/21/2023
TXU Energy	PO Box 650638, Dallas, Texas 75265-0638	100037339647	Electricity @ 1751 E South Fork House, Odessa, TX	00 Monato Bog. 1 1/2 1/2020
TXU Energy	PO Box 650638, Dallas, Texas 75265-0638	100052927487	Electricity @ 5108 S. Stockton Ave, Monahans, TX	
TXU Energy	PO Box 650638, Dallas, Texas 75265-0638	100052927476	Electricity @ 5111 S Ursila Ave, Monahans, TX	
TXU Energy	PO Box 650638, Dallas, Texas 75265-0638	100052927465	Electricity @ 5122 S Veronica RV, Monahans, TX	
TXU Energy TXU Energy	PO Box 650638, Dallas, Texas 75265-0638 PO Box 650638, Dallas, Texas 75265-0638	100052915870 100052915492	Electricity @ 5118 S Veronica St. Front, Monahans, TX Electricity @ 5118 S Veronica St., Monahans, TX	
TXU Energy	PO Box 650638, Dallas, Texas 75265-0638	100052915492	Electricity @ 5170 S Veronica St., Morianans, TX Electricity @ 5120 S Veronica St., Trailer A, B, D, Monahans, T	X
TXU Energy	PO Box 650638, Dallas, Texas 75265-0638	100052926610	Electricity @ 5120 S Veronica St., Unit RV, Monahans, TX	
GVEC	PO Box 118, Gonzales, Texas 78629-0118	275906002	Electricity @ 686 Cemetery Road, Nordheim, TX	
GVEC	PO Box 118, Gonzales, Texas 78629-0118	275906005	Electricity @ 686 Cemetery Road, Nordheim, TX	
GVEC GVEC	PO Box 118, Gonzales, Texas 78629-0118	275906004	Electricity @ 840 Cemetery Road, Nordheim, TX Electricity @ 840 Cemetery Road, Nordheim, TX	
GVEC	PO Box 118, Gonzales, Texas 78629-0118 PO Box 118, Gonzales, Texas 78629-0118	275906003 275906001	Electricity @ 840 Cemetery Road, Nordheim, TX	
GVEC Internet	PO Box 525, Gonzales, Texas 78629	001-030688	Internet for 686 Cemetery Road, Nordheim, TX	
Texas Disposal Systems, Inc.	PO Box 674090, Dallas, Texas 75267-4090	22-20750 2	Disposal Services @ 872 Cemetery Road, Nordheim, TX	
Texas Disposal Systems, Inc.	PO Box 674090, Dallas, Texas 75267-4090	10-43579	Disposal Services @ 840 Cemetery Road, Nordheim, TX	
Texas Disposal Systems, Inc.	PO Box 674090, Dallas, Texas 75267-4090	10-0018871 3	Disposal Services @ 686 Cemetery Road, Nordheim, TX	
Green Mountain Energy	PO Box 660305, Dallas, Texas 75266-0305	15285573-0	Electricity @ The McCarthy Apartment	
AT&T Mobility	PO Box 6463, Carol Stream, IL 60197-6463	287231686677	Employee Cell Phone	
AT&T AT&T	PO Box 5019, Carol Stream, IL 60197-5019 PO Box 5019, Carol Stream, IL 60197-5019	831-000-9037 528 831-000-9037 487	Land Line Phones for 5118 S Veronica St., Monahans, TX Linternet for 5118 S Veronica St., Monahans, TX	
AT&T	PO Box 5001, Carol Stream, IL 60197-5019	361 938-7335 610 0		
AT&T	PO Box 5001, Carol Stream, IL 60197-5001	361 938-5342 135 3		
Fagan Answering Service	PO Box 4113, Victoria, Texas	4127	Answering Service for 686 Cemetery Road, Nordheim, TX	
AT&T	PO Box 5014, Carol Stream, IL 60197-5014	296941222	Cable & Internet for The McCarthy Apartment	
Berkley Oil & Gas	PO Box 639831, Cincinnati, OH 75263-9831	0018881117-17	General Liability Insurance	
Berkley Oil & Gas	PO Box 639831, Cincinnati, OH 75263-9831	40002979	Auto, Property, Commercial Umbrella Insurance	
Texas Mutual	PO Box 841843, Dallas, Texas 75284	51815125	Worker's Compensation Insurance	
1776 Energy Operators, LLC	20445 State 249, Ste. 450, Houston, TX 77070		Master Service Agreement	
1836 Resources, LLC	20445 State Hwy 249, Ste. 450, Houston, TX 77070		Master Service Agreement	
Admiral Permian Operating, LLC	400 W Illinois, Ste. 970, Midland, TX 79701		Master Service Agreement Master Service Agreement	
Ageron Energy, LLC AJAX Resources, LLC	1250 NE Loop 410, Ste. 500, San Antonio, TX 78209 24 Greenway Plaza, Ste. 650, Houston, TX 77046		Master Service Agreement	
ALMS Energy, LLC	1001 Cross Timbers Rd, Ste. 2270, Flower Mound, TX 75028		Master Service Agreement	
Amerril Energy, LLC	3721 Briarpark Drive, Ste. 155, Houston, TX 77042		Master Service Agreement	
Anadarko	1201 Lake Robbins Drive, The Woodlands, TX 77380		Master Service Agreement	
Apache Corporation	2000 Post Oak Blvd., Ste. 100 Houston, TX 77056-4400		Master Service Agreement	
Approach Operating	6500 West Freeway, Ste. 800, Fort Worth, TX 76116		Master Service Agreement	
Arcadia Operating, LLC	3811 Turtle Creek Blvd., Ste. 1900, Dallas, TX 75219		Master Service Agreement	
Athlon Holdings, LP	420 Throckmorton St., Ste. 1200, Fort Worth, TX 76102		Master Service Agreement	
Atlas Operating, LLC	1900 St. James Place, Ste. 800, Houston, TX 77056		Master Service Agreement	
Aurora USA Development	1200 Smith Street, Ste. 2300, Houston, TX 77002		Master Service Agreement	
BattleCat Oil & Gas, LLC	11391 Meadowglen, Ste. D, Houston, TX 77082		Master Service Agreement	
Beryl Oil & Gas	PO Box 51440, Midland, TX 79710		Master Service Agreement	
BHP Billiton			Master Service Agreement	
BlackBrush Oil & Gas, LP	18615 Tuscany Stone, Ste. 300, San Antonio, TX 78258		Master Service Agreement	
Bluefin Resources, LLC	13501 Katy Freeway, Ste. 1250, Houston, TX 77079		Master Service Agreement	
Bluestone Natural Resources II, LLC	2100 South Utica, Ste. 200, Tulsa, OK 74114		Master Service Agreement	
Brahman Resource Partners, LLC	16600 Park Row Drive, Ste. 134, Houston, TX 77441		Master Service Agreement	
Breitburn Operating, LP (Maverick Resc.)	1111 Bagby Street, Ste. 1600, Houston, TX 77002		Master Service Agreement	
Brigham Operating, LLC	5914 W. Courtyard Dr., Ste. 340, Austin, TX 78730		Master Service Agreement	
Cantera Operating, LLC	10001 Woodloch Forest Drive, Ste. 400, The Woodlands, TX 7738	30	Master Service Agreement	
Centennial Resource Production	400 West Illinois Ave., Ste. 1601, Midland, TX 79701		Master Service Agreement	
Chaparral Energy	701 Cedar Lake Blvd., Oklahoma City, Oklahoma 73114		Master Service Agreement	
Chesapeake Energy			Master Service Agreement	
Cheyenne Petroluem Company	14000 Quail Springs Pkwy, Ste. 2200, Oklahoma City, OK 73134		Master Service Agreement	
Cimarex Energy Company	1700 Lincoln Street, Ste. 1800, Denver, CO 80203		Master Service Agreement	
Cinco Oil & Gas, LLC	6500 West Freeway, Ste. 550, Fort Worth, TX 76116		Master Service Agreement	
Columbus Energy	1301 McKinney Street, Ste. 2100, Houston, TX 77010		Master Service Agreement	
Common Resources/CR3 Operating	24 Waterway Ave., Ste. 1000, The Woodlands, TX 77380		Master Service Agreement Master Service Agreement	
Concho Operating, LLC ConocoPhillips	One Concho Center, 600 W. Illinois Ave., Midland, TX 79701		Master Service Agreement Master Service Agreement	
Conocornilips Cornerstone Petroleum Operating, LLC	c/o CertCon; PO Box 17150, Fort Worth, TX 76102-0150		Master Service Agreement Master Service Agreement	
Crescent Pass Energy, LLC	9720 Cypresswood Drive, Ste. 400, Houston, TX 77070		Master Service Agreement	
Deep Operating, LLC	9545 Katy Freeway, Ste. 400, Houston, TX 77070		Master Service Agreement	
Devon Energy Corporation	333 West Sheridan Avenue, Oklahoma City, OK 73102-5010		Master Service Agreement	
Eagle Energy Acquisitions	930 East Pierce, PO Box 1110, Luling, TX 78648		Master Service Agreement	
Earthstone Energy, Inc.	1400 Woodloch Forest Dr., Ste. 300, The Woodlands, TX 77380		Master Service Agreement	
Eland Energy, Inc./Sundown Energy	13455 Noel Road, Ste. 2000, Dallas, TX 75240		Master Service Agreement	
El Toro Resources, LLC	14301 Caliber Drive, Ste. 300 Oklahoma City, OK 73134		Master Service Agreement	
Encana Oil & Gas	370 17th Street, Ste. 1700, Denver, Colorado 80202		Master Service Agreement	
Encore Permian Operating, LLC	203 West Wall Street, Ste. 1100, Midland, TX 79701		Master Service Agreement	
Endeavor Energy Resources, LP	110 N. Marienfeld, Ste. 200, Midland, TX 79701		Master Service Agreement	
Endeavor Natural Gas	1201 Louisiana, Ste. 3350, Houston, TX 77002		Master Service Agreement	
EnerVest Operating, LLC	1001 Fannin Street, Ste. 800, Houston, TX 77002-6707		Master Service Agreement	
EOG Resources	19100 Ridgewood Pkwy. Bldg. 2, San Antonio, TX 78259-1828		Master Service Agreement	
EP Energy E&P Company, LP	1001 Louisiana Street #2605G, Houston, TX 77002		Master Service Agreement	
Equinor Energy, LP	2107 City West Blvd, Ste. 100, Houston, TX 77042		Master Service Agreement	
Escondido Resources Operating, LLC	1600 Smith Street, Ste. 4250, Houston, TX 77002		Master Service Agreement	
Exaro Energy II, LLC	1800 Bering, Ste. 540, Houston, TX 77057		Master Service Agreement	
Fasken Oil & Ranch	6101 Holiday Hill Road, Midlan, TX 79707		Master Service Agreement	
FDL Operating, LLC	5221 N. O'Conner Blvd., 11th Floor, Irving, TX 75039		Master Service Agreement	
FireWheel Operating, LLC	200 N. Loraine, Ste. 300, Midland, TX 79701		Master Service Agreement	
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Nitro Fluids Exec. Contracts Page 1 of 2

Nitro Fluids, LLC - Executory Contracts

Vendor	Address	Account Number	Contract Reason	Term
Forest Oil Corp	707 Seventeenth Street, Ste. 3600, Denver, Colorado 80202		Master Service Agreement	
Freedom Production, Inc.	5151 San Felipe, Ste. 800, Houston, TX 77056		Master Service Agreement	
Frostwood Energy, LLC	8588 Katy Freeway, Ste. 320, Houston, TX 77024		Master Service Agreement	
Geo-Southern Energy	PO Box 1329, Brenham, TX 77834		Master Service Agreement	
Geo-Southern Operating II, LLC	1425 Lake Front Circle, The Woodlands, TX 77380		Master Service Agreement	
GEP Haynesville, LLC	1425 Lake Front Circle, The Woodlands, TX 77380		Master Service Agreement	
Gulftex Energy III, LP GulfTex Energy, LLC	18615 Tuscany Stone, Ste. 340, San Antonio, TX 78258 17806 IH 10 West, Ste. 405, San Antonio, TX 78257		Master Service Agreement Master Service Agreement	
Halcon Resources	1000 Louisiana Street, Ste. 6700, Houston, TX 77002		Master Service Agreement	
Headington Energy Partners, LLC	500 N. Shoreline Blvd., Ste. 902 N, Corpus Christi, TX 78401		Master Service Agreement	
Hilcorp Energy	1201 Louisiana, Ste. 1400, Houston, TX 77002		Master Service Agreement	
Hunt Oil Company	1900 North Akard Street, Dallas, TX 75201-2300		Master Service Agreement	
ImPetro Operating, LLC	300 E. Sonterra Blvd., Ste. 1220, San Antonio, TX 78258		Master Service Agreement	
Inpex Americas, Inc.	2800 Post Oak Blvd., Ste. 2450, Houston, TX 77056		Master Service Agreement	
Jetta Operating Company, Inc.	777 Taylor Street, Ste. P1, Fort Worth, TX 76102		Master Service Agreement	
JL Resources, LLC	8610 North New Braunfels, Ste. 400, San Antonio, TX 78217		Master Service Agreement	
Jura Energy Operating, LLC Kebo Oil & Gas	9821 Katy Freeway, Ste. 460, Houston, TX 77024 607 Railroad Ave., Portland, TX 78374		Master Service Agreement Master Service Agreement	
Kimmeridge Texas Gas, LLC	840 W Sam Houston Pkwy N., Ste. 400, Houston, TX 77024		Master Service Agreement	
Laredo Energy Operating	840 W. Sam Houston Parkway N, Houston, TX 77024		Master Service Agreement	
Laredo Petroleum, Inc.	15 West 6th Street, Ste. 900, Tulsa, OK 74119		Master Service Agreement	
Legacy Reserves Operating LP	303 W. Wall, Ste. 1800, Midland, TX 79702		Master Service Agreement	
Luxe Operating, LLC	6500 River Place Blvd., Bldg. 5, Ste. 150, Austin, TX 79730		Master Service Agreement	
Marathon Oil	5555 San Felipe Road, Houston, TX 77056		Master Service Agreement	
Matador Production Company	5400 LBJ Frwy., Ste. 1500, Dallas, TX 75240		Master Service Agreement	
Maverick Resources (Breitburn Operating)	1111 Bagby Street, Ste. 1600, Houston, TX 77002		Master Service Agreement	
MB Energy, , LLC	10632 North IH 35, San Antonio, TX 78233		Master Service Agreement	
MEP South Texas, LLC	1300 Post Oak Blvd., Ste. 1800, Houston, TX 77056 13727 Noel Road, Ste. 1200, Dallas, TX 75240		Master Service Agreement Master Service Agreement	
Merit Energy Company, LLC Millennium Exploration	Loop 1604 E., Ste. 220, San Antonio, TX 78232		Master Service Agreement Master Service Agreement	
Modern Exploration	4900 Texoma Parkway, Sherman, TX 75090		Master Service Agreement	
Mueller Exploration, Inc.	615 Leopard Street, Ste. 640, Corpus Christi, TX 78401		Master Service Agreement	
New Gulf Resources, LLC	10441 S. Regal Blvd., Ste. 210, Tulsa, Oklahoma 74133		Master Service Agreement	
Optimum Exploration LLC	5580 Peterson Lane, Ste. 190, Dallas, TX 75240		Master Service Agreement	
OWL SWD (Oilfield Water Logistics)	8201 Preston Road, Ste. 520, Dallas, TX 75225		Master Service Agreement	
Oxy USA, Inc.	5 Greenway Plaza, Ste. 110, Houston, TX 77046		Master Service Agreement	
Paloma Resources	1021 Main Street, Ste. 2600, Houston, TX 77002		Master Service Agreement	
Parsley Energy Operations	303 Colorado Street, Ste. 3000, Austin, TX 78701		Master Service Agreement	
Patton Exploration, Inc. Penn Virginia Corporation	PO Box 3399, Abilene, TX 79604-3399 Four Radnor Corporate Center, Ste. 200, Radnor PA 19087		Master Service Agreement Master Service Agreement	
Percusson Petroleum Operating, LLC	919 Milam Street, Ste. 2475, Houston, TX 77002		Master Service Agreement	
PetroEdge Operating IV, LLC	2925 Briarpark, Ste. 150, Houston, TX 77042-3732		Master Service Agreement	
Petrohawk Energy	1000 Louisiana Street, Ste. 5600, Houston, TX 77002		Master Service Agreement	
PetroMax Operating Co., Inc.	603 Main Street, Ste. 201, Garland, TX 75040		Master Service Agreement	
Pillar EFS, LLC (Cinco O&G)	2626 Howell Street, Ste. 800, Dallas, TX 75204		Master Service Agreement	
Pioneer Resources	5205 N. O'Conner Resources, Ste. 1400, Irving, TX 75039		Master Service Agreement	
Plains Exploration	717 TX Avenue, Ste. 2100, Houston, TX 77002		Master Service Agreement	
QStar, LLC	6363 Woodway, Ste. 750, Houston, TX 77057		Master Service Agreement	
Redemption Oil & Gas, LLC Red Willow Production, LLC	1723 N. Loop 1604 E. Ste. 224, San Antonio, TX 78232 14933 Highway 172, Ignacio, Colorado 81137		Master Service Agreement Master Service Agreement	
Ridgemar Energy Operating, LLC	1493 Highway 172, Igriacio, Colorado 81137 1401 McKinney Street, Ste. 1650, Houston, TX 77010		Master Service Agreement	
Riley Exploration Operating Company, LLC	2008 N. Council Ave., Ste. 200, Blanchard, OK 73010		Master Service Agreement	
Riley Permian Operating Company, LLC	29 E. Reno Avenue, Ste. 500, Oklahoma City, OK 73104		Master Service Agreement	
Rio Grande E&P, LLC	10000 Memorial Drive, Ste. 500, Houston TX 77024		Master Service Agreement	
RNG Resources, LLC	6537 South Staples Street, Ste. 125 129, Corpus Christi, TX 784	13	Master Service Agreement	
Rockdale Energy, LLC	800 Town & Country Blvd., Ste. 300, Houston, TX 77024		Master Service Agreement	
Rosetta Resources Operating/Noble	1001 Noble Energy Way, Houston, TX 77070		Master Service Agreement	
Sabine Oil & Gas, LLC	1415 Louisian, Ste. 1600, Houston, TX 77002		Master Service Agreement	
Saddleback Exploration, LLC Sanchez Oil & Gas Corporation	401 Bryan Avenue, Ste. 101, Fort Worth, TX 76126 1111 Bagby Street, Ste. 1800, Houston, TX 77002		Master Service Agreement Master Service Agreement	
SandRidge Energy, Inc.	123 Robert S. Kerr Avenue, Oklahoma City, OK 73102-6406		Master Service Agreement	
Scala Energy Operating, LLC	20445 State Hwy 249, Ste. 300, Houston, TX 77070		Master Service Agreement	
Silverbow Resources Operating	575 N. Dairy Ashford, Ste. 1200, Houston, TX 77079		Master Service Agreement	
Silver Hill Energy Operating, LLC	2850 N. Harwood Street, Ste. 1600, Dallas, TX 75201		Master Service Agreement	
SM Energy Company	777 N. Eldridge Pkwy, Ste. 1100, Houston, TX 77079		Master Service Agreement	
Spartan Energy Services, LLC	2901 Johnston Street, Ste. 200, Lafayette, LA 70503		Master Service Agreement	
Sundance Energy	633 17th Street, Ste. 1950, Denver, CO 80202		Master Service Agreement	
Talisman Energy	4 Waterway Square Place, Ste. 600, The Woodlands, TX 77380	70400	Master Service Agreement	
Tidal Petroleum, Inc. Unit Corporation	c/o R.W. Dirks Petroluem Engineer, PO Drawer 200, Tuleta, TX 7 PO Box 702500, Tulsa, Oklahoma 74170-2500	0102	Master Service Agreement	
United Operations, LLC	PO Box 702500, Tuisa, Okianoma 74170-2500 PO Box 22322, Houston, TX 77227		Master Service Agreement Master Service Agreement	
Vanquard Operating, LLC	5847 san Felipe, Ste. 3000, Houston, TX 77057		Master Service Agreement	
Venado Oil & Gas	13301 Galleria Circle, Ste. 300, Austin, TX 78738		Master Service Agreement	
Verdun Oil Company, LLC	1331 Lamar Street, Ste. 640, Houston, TX 77010		Master Service Agreement	
Wagner Oil Company	500 Commerce Street, Ste. 600, Fort Worth, TX 76102		Master Service Agreement	
Whiting Oil & Gas			Master Service Agreement	
WPX Energy	PO Box 3102 MD35, Tulsa, OK 74101		Master Service Agreement	
Wynn-Crosby	14241 Dallas Parkway, Ste. 800 Dallas, TX 75254		Master Service Agreement	
XTO Energy	810 Houston Street, Fort Worth, TX 76102		Master Service Agreement	
V = 1			Master Service Agreement	
Yuma Energy, Inc. Zaza Energy	1177 West Loop South, Ste. 1825, Houston, TX 77027 600 Leopard Street, Ste. 1904 Corpus Christi, TX 78401		Master Service Agreement	

Nitro Fluids Exec. Contracts Page 2 of 2

Fill in this information to identify the case:				
Debtor name Nitro Fluids, LLC	_			
United States Bankruptcy Court for the: SOUTHERN DISTRICT OF TEXAS				
Case number (if known)				
	☐ Check if this is an			
	amended filing			
Off: 1 = 000				
Official Form 202				
Declaration Under Penalty of Perjury for Non-Indivi	idual Debtors 12/15			
An individual who is authorized to act on behalf of a non-individual debtor, such as a corporation or proceeding the schedules of assets and liabilities, any other document that requires a declaration that is amendments of those documents. This form must state the individual's position or relationship to the and the date. Bankruptcy Rules 1008 and 9011.	not included in the document, and any			
WARNING Bankruptcy fraud is a serious crime. Making a false statement, concealing property, or o connection with a bankruptcy case can result in fines up to \$500,000 or imprisonment for up to 20 yea 1519, and 3571.				
Declaration and signature				
I am the president, another officer, or an authorized agent of the corporation; a member or an authorize individual serving as a representative of the debtor in this case.	ed agent of the partnership; or another			
I have examined the information in the documents checked below and I have a reasonable belief that the	he information is true and correct:			
☐ Schedule A/B: Assets–Real and Personal Property (Official Form 206A/B)				
Schedule D: Creditors Who Have Claims Secured by Property (Official Form 206D)				
□ Schedule E/F: Creditors Who Have Unsecured Claims (Official Form 206E/F) □ Schedule G: Executory Contracts and Unexpired Leases (Official Form 206G)				
□ Schedule G: Executory Contracts and Unexpired Leases (Official Form 206G) □ Schedule H: Codebtors (Official Form 206H)				
☐ Summary of Assets and Liabilities for Non-Individuals (Official Form 206Sum)				
Amended Schedule G				
Chapter 11 or Chapter 9 Cases: List of Creditors Who Have the 20 Largest Unsecured Claims	and Are Not Insiders (Official Form 204)			
Other document that requires a declaration				
I declare under penalty of perjury that the foregoing is true and correct.				
Executed on September 3, 2024 X /s/ Brad Walker				
Signature of individual signing on behalf of debtor				
Brad Walker				
Printed name				

Chief Restructuring Officer
Position or relationship to debtor