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CAUSE NO. 2016-03483

SANDBOX LOGISTICS, LLC, and SANDY CREEK CAPITAL, LLC	§	IN THE DISTRICT COURT
VS.	§	HARRIS COUNTY, TEXAS
ARROWS UP, INC. (n/k/a ARROWS UP HOLDINGS, INC.), ARROWS UP, LLC, and JOHN ALLEGRETTI	§	334TH JUDICIAL DISTRICT

FINAL JUDGMENT

On Tuesday, June 5, 2018, this case was called to trial.

Plaintiffs SandBox Logistics, LLC and Sandy Creek Capital, LLC (collectively, "SandBox") appeared through their attorneys and announced they were ready for trial. Defendants Arrows Up, Inc. (n/k/a Arrows Up Holdings, Inc.) and Arrows Up, LLC (collectively, "Arrows Up") and Defendant John Allegretti appeared through their attorneys and announced they were ready for trial.

A jury of twelve qualified jurors of Harris County was selected, sworn, and empaneled, after which the jury heard the evidence and the arguments of counsel.

Following the conclusion of evidence, the jury made findings that the Court received, filed, and entered of record on Tuesday, July 3, 2018. The questions submitted to the jury and the jury's findings are attached as **Exhibit 1** and incorporated by reference.

The Court renders judgment for Plaintiff SandBox against Defendants Arrows Up and John Allegretti as follows:

DAMAGES

Plaintiff SandBox shall recover jointly and severally from Defendants Arrows Up $21,686,428 in disgorgement. SandBox shall also recover from Defendant John Allegretti $15,603,300 in lost profit damages, and $846,599.33 in prejudgment interest (calculated on the past damage award of $6,345,149 at the annual rate of 5%) through September 20, 2018, plus $869.20 in prejudgment interest per day for each day after September 20, 2018 until the day before the date this Final Judgment is signed. Provided, however, that SandBox may not collect more than $21,686,428 in actual damages and disgorgement from all defendants.

SandBox shall also recover $27,541,840 for exemplary damages from Arrows Up, LLC, based on the conduct of Arrows Up, Inc. and the jury finding against Arrows Up.

In the alternative, should the fraud cause of action or the exemplary damages award be set aside, Plaintiff SandBox shall recover jointly and severally from Defendants Arrows Up $21,686,428 in disgorgement. SandBox shall also recover from Defendant John Allegretti $15,603,300 in lost profit damages, and $846,599.33 in prejudgment interest (calculated on the past damage award of $6,345,149 at the annual rate of 5%) through September 20, 2018, plus $869.20 in prejudgment interest per day for each day after September 20, 2018 until the day before the date this Final Judgment is signed. SandBox shall also recover jointly and severally from Defendants Arrows Up and John Allegretti $2,571,310 in attorney's fees through trial, $200,000 in attorney's fees in the event of an appeal by Defendants to the Court of Appeals, $35,000 in attorney's fees in the event a petition for review is filed with the Texas Supreme Court, $150,000 in attorney's fees in the event briefs on the merits are requested by the Texas Supreme Court, $50,000 in attorney's fees in the event oral argument is granted by the Texas Supreme Court, and $1,069,018 in expenses for breach of contract.

In either scenario, should the disgorgement award be set aside, Plaintiff SandBox shall recover in its place jointly and severally from Defendants Arrows Up and John Allegretti $15,603,300 in lost profit damages, and $846,599.33 in prejudgment interest (calculated on the past damage award of $6,345,149 at the annual rate of 5%) through September 20, 2018, plus $869.20 in prejudgment interest per day for each day after September 20, 2018 until the day before the date this Final Judgment is signed.

DECLARATORY RELIEF

The Court declares that the frac sand shipping containers Arrows Up has manufactured, sold, or leased since signing the Settlement Agreement and Release ("Settlement Agreement") are "Related Inventions" as defined by Section 4 of the Mutual Confidentiality and Non-Disclosure Agreement ("NDA") and are owned solely and exclusively by Plaintiff SandBox.

The Court declares that the following features or components of Defendants Arrows Up's post-Settlement Agreement containers are each a "Related Invention" as defined by Section 4 of the NDA: dimensions, weight capacity, roof hatch, felt gasket material, stacking cones, tubular fork pockets, funnel angles, and detachable ladder. Each is owned solely and exclusively by Plaintiff SandBox.

CONVERSION

Plaintiff SandBox is awarded title to and possession of any frac sand shipping containers that Arrows Up has manufactured, sold, or leased since entering into the Settlement Agreement which are in the possession of Arrows Up on the date this Judgment is signed. Arrows Up is ordered to deliver these shipping containers to SandBox within the later of 30 days of the date this Judgment is signed or, if post-judgment motions are filed, 30 days after the date of the order overruling post-judgment motions.

Plaintiff SandBox is awarded title to and possession of any frac sand shipping containers that Arrows Up has manufactured, sold, or leased since entering into the Settlement Agreement and which are being currently leased—including the containers being leased under the contracts identified in **Exhibit 2** and which formed the basis of the award of future damages in this case—on the day such leases expire. Arrows Up is ordered to deliver such containers to SandBox within 10 days of the end of respective leases.

MISCELLANEOUS RELIEF

Plaintiff SandBox shall recover court costs from Defendants Arrows Up and Allegretti, including any court costs incurred in enforcement and collection.

All awards shall bear post-judgment interest at the annual rate of 5% until paid.

All relief not expressly granted by this Judgment is denied. This judgment is final, disposes of all claims and parties, and is appealable.

The Court orders execution to issue for this Judgment, including any writs or processes for the enforcement and collection of this Judgment or the costs of court as necessary.

SIGNED this ____ day of _____, 2018.

Signed:
10/2/2018

PRESIDING JUDGE

EXHIBIT 1

ORIGINAL 919

CAUSE NO. 2016-03483

SANDBOX LOGISTICS, LLC and SANDY CREEK CAPITAL, LLC	§	IN THE DISTRICT COURT OF
vs.	§	HARRIS COUNTY, TEXAS
ARROWS UP, INC., ARROWS UP, LLC and JOHN ALLEGRETTI	§	334th JUDICIAL DISTRICT

FILED
Chris Daniel
District Clerk
JUL - 3 2018
Time:
Harris County, Texas
By
Deputy

CHARGE OF THE COURT

Members of the Jury:

This case is submitted to you by asking questions about the facts, which you must decide from the evidence you have heard in this trial. You are the sole judges of the credibility of the witnesses and the weight to be given their testimony, but in matters of law, you must be governed by the instructions in this charge. In discharging your responsibility on this jury, you will observe all the instructions which have previously been given you. I shall now give you additional instructions which you should carefully and strictly follow during your deliberations.

After the closing arguments, you will go to the jury room to decide the case, answer the questions that are attached, and reach a verdict. You may discuss the case with other jurors only when you are all together in the jury room.

Remember my previous instructions: Do not discuss the case with anyone else, either in person or by any other means. Do not do any independent investigation about the case or conduct any research. Do not look up any words in dictionaries or on the Internet. Do not post information about the case on the Internet. Do not share any special knowledge or experiences with the other jurors. Do not use your mobile phone or any other electronic devices during your deliberations. I will give you a number where others may contact you in case of an emergency.

Any notes you have taken are for your own personal use and may be taken back into the jury room and consulted by you during deliberations, but do not show or read your notes to your fellow jurors during your deliberations. Your notes are not evidence. Each of you should rely upon your independent recollection of the evidence and not be influenced by the fact that another juror has taken notes.

You must leave your notes with the bailiff when you are not deliberating. The bailiff will give your notes to me promptly after collecting them from you. I will make sure your notes are kept in a safe, secure location and not disclosed to anyone. After you complete your deliberations, the bailiff will collect your notes. When you are released from jury duty, the bailiff will promptly destroy your notes so that nobody can read what you wrote.

Here are instructions for answering the questions.

1. Do not let bias, prejudice, or sympathy play any part in your deliberations.

2. In arriving at your answers, consider only the evidence introduced here under oath and such exhibits as have been introduced for your consideration under the rulings of the court, that is, what you have seen and heard in this courtroom, together with the law as given you by the court. In your deliberations, you will not consider or discuss anything that is not represented by the evidence in this case.

3. You are to make up your own minds about the facts. You are the sole judges of the credibility of the witnesses and the weight to give their testimony. But on matters of law, you must follow all of my instructions.

4. If my instructions use a word in a way that is different from its ordinary meaning, use the meaning I give you, which will be a proper legal definition.

5. Since every answer that is required by this charge is important, no juror should state or consider that any required answer is not important.

6. You must not decide who you think should win, and then try to answer the questions accordingly. Simply answer the questions, and do not discuss nor concern yourselves with the effect of your answers.

7. You will not decide the answer to a question by lot or by drawing straws, or by any other method of chance. Do not return a quotient verdict. A quotient verdict means that the jurors agree to abide by the result to be reached by adding together each juror's figures and dividing by the number of jurors to get an average.

8. Do not do any trading on your answers; that is, one juror should not agree to answer a certain question one way if others will agree to answer another question another way. For example, do not say, "I will answer this question your way if you answer another question my way."

9. Unless otherwise instructed, you may render your verdict upon the vote of ten or more members of the jury. The same ten or more of you must agree upon all of the answers made and to the entire verdict. You will not, therefore, enter into an agreement to be bound by a majority or any other vote of less than ten jurors. If the verdict and all of the answers therein are reached by unanimous agreement, the presiding juror shall sign the verdict for the entire jury. If any juror disagrees as to any answer made by the verdict, those jurors who agree to all findings shall each sign the verdict.

10. Some questions might ask you for a dollar amount. Do not agree in advance to decide on a dollar amount by adding up each juror's amount and then figuring the average.

These instructions are given you because your conduct is subject to review the same as that of the witnesses, parties, attorneys, and the judge. If it should be found that you have disregarded any of these instructions, it will be jury misconduct and it may require another trial by another jury; then all of our time will have been wasted.

The presiding juror or any other who observes a violation of the court's instructions shall immediately warn the one who is violating the same and caution the juror not to do so again.

When words are used in this charge in a sense that varies from the meaning commonly understood, you are given a proper legal definition, which you are bound to accept in place of any other meaning.

Answer "Yes" or "No" to all questions unless otherwise instructed. A "Yes" answer must be based on a preponderance of the evidence. If you do not find that a preponderance of the evidence supports a "Yes" answer, then answer "No." Whenever a question requires an answer other than "yes" or "no", your answer must be based on a preponderance of the evidence unless you are told otherwise.

The term **"preponderance of the evidence"** means the greater weight of credible evidence admitted in this case. A preponderance of the evidence is not measured by the number of witnesses or by the number of documents admitted in evidence. For a fact to be proved by a preponderance of the evidence, you must find that the fact is more likely true than not true. Whenever a question requires other than a "Yes" or "No" answer, your answer must be based on a preponderance of the evidence.

A fact may be established by direct evidence or by circumstantial evidence or both. A fact is established by direct evidence when proved by documentary evidence or by witnesses who saw the act done or heard the words spoken. A fact is established by circumstantial evidence when it may be fairly and reasonably inferred from other facts proved.

DEFINITIONS

"**SandBox**" means SandBox Logistics, LLC and Sandy Creek Capital, LLC.

"**Arrows Up**" means Arrows Up, Inc. (now known as Arrows Up Holdings, Inc.) and Arrows Up, LLC, collectively.

"**NDA**" means the Mutual Confidentiality and Non-Disclosure Agreement dated January 29, 2014.

"**Settlement Agreement**" means the Settlement Agreement and Release dated January 23, 2015.

Question No. 1

Did either of the parties named below fail to comply with the following subsections of the Settlement Agreement?

Answer "Yes" or "No" with respect to each of the following:

a. Section III-C-1?

(A) Arrows Up: yes

(B) John Allegretti: yes

b. Section III-D-6?

(A) Arrows Up: yes

(B) John Allegretti: yes

c. Section III-D-7?

(A) Arrows Up: yes

(B) John Allegretti: yes

Question No. 2

Did either of the parties named below fail to comply with Section III-D-1 of the Settlement Agreement?

In answering this question, it is your duty to interpret the term "substantially similar" in the definition of "Container(s)" in Section II of the Settlement Agreement.

You must decide its meaning by determining the intent of the parties at the time of the agreement. Consider all the facts and circumstances surrounding the making of the agreement, the interpretation placed on the agreement by the parties, and the conduct of the parties.

Answer "Yes" or "No" with respect to each of the following:

(A) Arrows Up: yes

(B) John Allegretti: yes

Question No. 3

Did Arrows Up fail to comply with Sections 2 and 8.2 of the NDA?

Answer "Yes" or "No."

Answer: yes

If you answered "Yes" to any part of Questions 1-3, then answer the following question. Otherwise, do not answer the following question.

Question No. 4

What sum of money, if any, if paid now in cash, would fairly and reasonably compensate SandBox for its damages, if any, that resulted from such failure to comply?

Consider the following element of damages, if any, and none other:

In answering questions about damages, answer each question separately. Do not increase or reduce the amount in one answer because of your answer to any other question about damages. Do not speculate about what any party's ultimate recovery may or may not be. Any recovery will be determined by the court when it applies the law to your answers at the time of judgment.

Do not add any amount for interest on damages, if any.

Answer separately in dollars and cents for damages, if any.

A. Lost profits sustained in the past in relation to SandBox customers who also became Arrows Up customers that were a natural, probable, and foreseeable consequence of Arrows Up's failure to comply.

Answer: 6,345,149.00

B. Lost profits that, in reasonable probability, will be sustained in the future in relation to SandBox customers who also became Arrows Up customers that are a natural, probable, and foreseeable consequence of Arrows Up's failure to comply.

Answer: 9,258,151.00

C. Amount of profit that Arrows Up acquired as a result of its failure to comply in the past.

Answer: 8,445,841.00

D. Amount of profit that Arrows Up will acquire as a result of its failure to comply that, in reasonable probability, will be sustained in the future.

Answer: 13,240,587.00

Question No. 5

Do the frac sand shipping containers that Arrows Up has manufactured, sold, or leased since entering into the Settlement Agreement qualify as "Related Inventions" as defined by the following sections of the NDA?

Answer "Yes" or "No" for each of the following:

(A) Section 4(A): yes

(B) Section 4(B): yes

(C) Section 4(C): no

Question No. 6

Did the following defendants commit fraud against SandBox such that SandBox was induced to enter into the Settlement Agreement?

Fraud occurs when—

1. a party makes a material misrepresentation, and

2. the misrepresentation is made with knowledge of its falsity or made recklessly without any knowledge of the truth and as a positive assertion, and

3. the misrepresentation is made with the intention that it should be acted on by the other party, and

4. the other party relies on the misrepresentation and thereby suffers injury.

"Misrepresentation" means a promise of future performance made with an intent, at the time the promise was made, not to perform as promised.

Answer "Yes" or "No."

(A) Arrows Up: yes

(B) John Allegretti: yes

If you answered "Yes" to Question 6(A) or 6(B), then answer the following question with respect to the parties named below. Otherwise, do not answer the following question.

Question No. 7

What sum of money, if any, if paid now in cash, would fairly and reasonably compensate SandBox for its damages, if any, that resulted from such fraud?

Consider the following element of damages, if any, and none other.

In answering questions about damages, answer each question separately. Do not increase or reduce the amount in one answer because of your answer to any other question about damages. Do not speculate about what any party's ultimate recovery may or may not be. Any recovery will be determined by the court when it applies the law to your answers at the time of judgment. Do not add any amount for interest on damages, if any.

Answer separately in dollars and cents for damages, if any.

A. Lost profits sustained in the past in relation to SandBox customers who also became Arrows Up customers that were a natural, probable, and foreseeable consequence of Arrows Up's fraud.

Answer: 6,345,149.00

B. Lost profits that, in reasonable probability, will be sustained in the future in relation to SandBox customers who also became Arrows Up customers that are a natural, probable, and foreseeable consequence of Arrows Up's fraud.

Answer: 9,258,151.00

C. Amount of profit that Arrows Up acquired as a result of its fraud in the past.

Answer: 8,445,841.00

D. Amount of profit that Arrows Up will acquire as a result of its fraud that, in reasonable probability, will be sustained in the future.

Answer: 13,240,587.00

Answer the following question only if you have unanimously answered "Yes" to ~~any part~~ of Question 7. Otherwise, do not answer the following question.

To answer "Yes" to the following question, your answer must be unanimous. You may answer "No" to the following question only upon a vote of ten or more jurors. Otherwise, you must not answer the following question.

Question No. 8

Do you find by clear and convincing evidence that the harm to SandBox resulted from any fraud by Arrows Up found by you in Question 6?

"Clear and convincing evidence" means the measure or degree of proof that produces a firm belief or conviction of the truth of the allegations sought to be established.

You are instructed that Arrows Up may be held liable because of an act by John Allegretti if, but only if John Allegretti was employed as a vice-principal and was acting in the scope of employment.

A person is a "vice-principal" if—

1. that person is a corporate officer; or

2. that person has authority to employ, direct, and discharge an employee of Arrows Up; or

3. that person is engaged in the performance of nondelegable or absolute duties of Arrows Up; or

4. Arrows Up has confided to that person the management of the whole or department or division of the business of Arrows Up.

Answer "Yes" or "No."

Answer: yes

Answer the following question only if you unanimously answered "Yes" to Question 8. Otherwise, do not answer the following question.

You must unanimously agree on the amount of any award of exemplary damages.

Question No. 9

What sum of money, if any, if paid now in cash, should be assessed against Arrows Up and awarded to SandBox as exemplary damages, if any, for the conduct found in response to Question 8?

"Exemplary damages" means an amount that you may in your discretion award as a penalty or by way of punishment.

Factors to consider in awarding exemplary damages, if any, are—

a. The nature of the wrong.

b. The character of the conduct involved.

c. The degree of culpability of Arrows Up.

d. The situation and sensibilities of the parties concerned.

e. The extent to which such conduct offends a public sense of justice and propriety.

f. The net worth of Arrows Up.

Answer in dollars and cents, if any.

Answer: 27,541,840.00

If you answered "Yes" to Question No. 5, then answer the following question. Otherwise, do not answer the following question

Question No. 10

Do the following features or components of Arrows Up's post-Settlement Agreement containers constitute a "Related Invention" as defined by Section 4 of the NDA:

Answer "Yes" or "No" for each of the following:

(A) Dimensions: yes

(B) Weight Capacity: yes

(C) Roof Hatch: yes

(D) Felt Gasket Material: yes

(E) Stacking Cones: yes

(F) Tubular Fork Pockets: yes

(G) Funnel Angles: yes

(H) Detachable Ladder: yes

If you have answered "Yes" to any portion of Question No. 10, then answer the following question only for each feature or component for which you have answered "Yes". Otherwise, do not answer the following question.

Question No. 11

Is SandBox estopped from claiming that the features or components listed below of the Gen 1 and Gen 2 prototype designs are a "Related Invention" under the NDA?

SandBox is estopped if the following circumstances occurred:

1. SandBox:

   a. by words or conduct made a false representation or concealed material facts, and

   b. with knowledge of the facts or with knowledge or information that would lead a reasonable person to discover the facts, and

   c. with the intention that Arrows Up would rely on the false representation or concealment in acting or deciding not to act; and

2. Arrows Up:

   a. did not know and had no means of knowing the real facts, and

   b. relied to its detriment on the false representation or concealment of material facts.

Answer "Yes" or "No" for each item for which you answered "Yes" in Question 10:

(A) Dimensions: NO

(B) Weight Capacity: NO

(C) Roof Hatch: NO

(D) Felt Gasket Material: NO

(E) Stacking Cones: NO

(F) Tubular Fork Pockets: NO

(G) Funnel Angles: NO

(H) Detachable Ladder: NO

If you have answered "Yes" to either of Question No. 1, 3, 5(A) or 5(B), then answer the following question only for each Question for which you have answered "Yes". Otherwise, do not answer the following question.

Question No. 12

Has Arrows Up proven, by clear and convincing evidence, that the information that formed the basis of your answer to Question No. 1, 3, 5(A), or 5(B) satisfied the following conditions:

a. was already known to Arrows Up at the time of disclosure by SandBox as shown by Arrows Up's files and records immediately prior to the time of SandBox's disclosure: or

b. was already in possession of the public or became available to the public other than through the act or omission of Arrows Up: or

c. was obtained by Arrows Up from a third party lawfully in possession of such information at the time it was acquired by Arrows Up and without a breach of such third party's obligations of confidentiality: or

d. was independently developed by Arrows Up without reference to or reliance upon the Confidential Data provided by SandBox under the NDA, as shown by documents and other competent evidence in Arrows Up's possession.

You are instructed that specific disclosures made under the NDA do not satisfy any of these conditions merely because they were embraced by general disclosures in the public knowledge or literature or disclosures in the possession of Arrows Up.

You are instructed that any combinations of features disclosed under the NDA do not satisfy any of these conditions merely because individual features were in the public knowledge or literature or in the possession of Arrows Up.

"Clear and convincing evidence" means the measure or degree of proof that produces a firm belief or conviction of the truth of the allegations sought to be established.

Answer "Yes" or "No" to each of the following:

Question 1: NO

Question 3: NO

Questions 5(A) or (B): NO

When you go into the jury room to answer the questions, the first thing you will need to do is choose a presiding juror.

Presiding Juror

The presiding juror has these duties:

a. Have the complete charge read aloud if it will be helpful to your deliberations.
b. Preside over your deliberations. This means the presiding juror will manage the discussions, and see that you follow the instructions.
c. Give written questions or comments to the bailiff who will give them to the judge.
d. Write down the answers you agree on.
e. Get the signatures for the verdict certificate.
f. Notify the bailiff that you have reached a verdict.

Do you understand the duties of the presiding juror? If you do not, please tell me now.

Instructions for Signing the Verdict Certificate

1. You may answer the questions on a vote of 10 jurors. The same 10 jurors must agree on every answer in the charge. This means you cannot have one group of 10 jurors agree on one answer and a different group of 10 jurors agree on another answer.
2. If 10 jurors agree on every answer, those 10 jurors sign the verdict.
   If 11 jurors agree on every answer, those 11 jurors sign the verdict.
   If all 12 of you agree on every answer, you are unanimous and only the presiding juror signs the verdict.
3. All jurors should deliberate on every question. You may end up with all 12 of you agreeing on some answers, while only 10 or 11 of you agree on other answers. But when you sign the verdict, only those 10 who agree on **every** answer will sign the verdict.

Do you understand these instructions? If you do not, please tell me now.

Judge Steven Kirkland

Verdict Certificate

Check one:

✓ Our verdict is unanimous. All twelve of us have agreed to each and every answer. The presiding juror has signed the certificate for all 12 of us.

Signature of Presiding Juror

Ricardo Guillen
Printed name of Presiding Juror

____ Our verdict is not unanimous. Eleven of us have agreed to each and every answer and have signed the certificate below.

____ Our verdict is not unanimous. Ten of us have agreed to each and every answer and have signed the certificate below.

	SIGNATURE	NAME PRINTED
1.		
2.		
3.		
4.		
5.		
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9.		
10.		
11.		

If you have answered Questions No. 8 or 9, then you must sign this certificate also.

Additional Certificate

I certify that the jury was unanimous in answering the following questions or parts of questions marked "yes" below. All twelve of us agreed to each of the answers marked "yes." The presiding juror has signed the certificate for all twelve of us.

Answer "yes" or "no" for each of the following:

Question No. 6	yes
Question No. 8	yes
Question No. 9	yes

Ricardo Guillen
Signature of Presiding Juror

Ricardo Guillen
Printed Name of Presiding Juror

EXHIBIT 2

EXHIBIT 2

ARROWS UP CONTRACTS FORMING BASES OF FURTURE DAMAGES AWARD

Customer	Agreement	Commencement Date	Term	Bates
FTSI	Amended and Restated Master Services Agreement, Dated November 1, 2017	See Executed Service Contracts	See Executed Service Contracts	AUI120482 – AUI120513, AUI120554 – AUI120556
FTSI	Amended and Restated Service Contract #1	November 1, 2017	36 Months	AUI120514 – AUI120515
FTSI	Amended and Restated Service Contract #2	November 1, 2017	36 Months	AUI120516 – AUI120517
FTSI	Amended and Restated Service Contract #3	November 1, 2017	36 Months	AUI120518 – AUI120519
FTSI	Amended and Restated Service Contract #4	November 1, 2017	36 Months	AUI120520 – AUI120521
FTSI	Amended and Restated Service Contract #5	November 1, 2017	36 Months	AUI120522 – AUI120523
FTSI	Amended and Restated Service Contract #6	November 1, 2017	36 Months	AUI120524 – AUI120525
FTSI	Amended and Restated Service Contract #7	November 1, 2017	24 Months	AUI120526 – AUI120527
FTSI	Amended and Restated Service Contract #8	November 1, 2017	24 Months	AUI120528 – AUI120529
FTSI	Amended and Restated Service Contract #9	November 1, 2017	24 Months	AUI120530 – AUI120531
FTSI	Amended and Restated Service Contract #10	November 1, 2017	24 Months	AUI120532 – AUI120533
FTSI	Service Contract #11	November 3, 2017	24 Months	AUI120534 – AUI120535
FTSI	Service Contract #12; and First Amendment to Service Contract #12	November 10, 2017; and January 4, 2018	24 Months	AUI120536 – AUI120537; AUI120435

Customer	Agreement	Commencement Date	Term	Bates
FTSI	Service Contract #13	November 17, 2017	24 Months	AUI120538 – AUI120539
FTSI	Service Contract #14	December 1, 2017	24 Months	AUI120540 – AUI120541
FTSI	Service Contract #15	December 15, 2017	12 Months	AUI120542 – AUI120543
FTSI	Service Contract #16	January 5, 2018	12 Months	AUI120544 – AUI120545
FTSI	Service Contract #17	January 12, 2018	12 Months	AUI120546 – AUI120547
FTSI	Service Contract #18	January 19, 2018	12 Months	AUI120548 – AUI120549
FTSI	Service Contract #19	January 26, 2018	12 Months	AUI120550 – AUI120551
FTSI	Service Contract #20	February 2, 2018	12 Months	AUI120552 – AUI120553
Producers	Equipment Lease Agreement; First Amendment to Equipment Lease Agreement; and Second Amendment to Equipment Lease	June 1, 2017; and January 1, 2018	24 Months	AUI117580- AUI117588; AUI117578 – AUI117579; AUI121599 – AUI121600
Producers	Equipment Lease and Services Agreement; and First Amendment to Equipment Lease and Services Agreement	October 25, 2017; and January 1, 2018	12 Months	AUI120469 – AUI120481; AUI121601 – AUI121602
US Well Services	Equipment Lease and Services Agreement	October 30, 2017	12 Months	AUI117589 –AUI117601
Stingray	Equipment Lease and Services Agreement	December 26, 2017	12 Months	AUI120436 – AUI120450
BJ Services	Equipment Lease and Services Agreement	December 8, 2017	12 Months	AUI120451 – AUI120468
Elite Well Services	Master Services Agreement	June 15, 2018	12 Months	AUI122509 –AUI122530