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IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF UTAH, CENTRAL DIVISION

In Re: REDROCK WELL SERVICE, LLC.
PO Box 37
Blanding, UT 84511

Bankruptcy No. 16-29891
Chapter 11

FILED ELECTRONICALLY

Debtor in Possession.

Judge Kevin R. Anderson

DEBTOR'S DISCLOSURE STATEMENT RELATED TO THE DEBTOR'S PLAN OF
REORGANIZATION DATED SEPTEMBER 1, 2017, AS MODIFIED

INTRODUCTION

RedRock Well Service, LLC, the above named debtor and debtor in possession (the "Debtor"), has prepared this Disclosure Statement (the "Disclosure Statement") in connection with its solicitation of acceptances of the Debtor's Plan of Reorganization Dated September 1, 2017, as Modified (the "Plan"). The Plan has been filed with the United States Bankruptcy Court for the District of Utah in the Debtor's reorganization case under Chapter 11 of Title 11, United States Code (the "Bankruptcy Code"). This Disclosure Statement is provided to creditors and other parties in interest to disclose "adequate information" as far as reasonably practical in light of the nature and history of the Debtor's business affairs so that holders of claims and interests can arrive at an

informed judgment about the Plan within the meaning of 11 U.S.C. § 1125(a)(1).

THE DEBTOR BELIEVES THIS DISCLOSURE STATEMENT IS ACCURATE AND COMPLETE; HOWEVER, THERE IS NO GUARANTEE THAT IT IS. THE INFORMATION IN THIS DISCLOSURE STATEMENT HAS NOT BEEN SUBJECT TO AN AUDIT OR CERTIFIED AUDIT. THE DEBTOR IS THEREFORE UNABLE TO WARRANT THAT THERE ARE NO INACCURACIES IN THE INFORMATION, ALTHOUGH THE DEBTOR MADE A GOOD FAITH EFFORT TO BE ACCURATE. NEITHER THE BANKRUPTCY COURT NOR ANY OTHER PARTY IN INTEREST HAS PASSED UPON THE ACCURACY OF THE INFORMATION CONTAINED HEREIN.

YOU SHOULD READ THIS DISCLOSURE STATEMENT, ITS EXHIBITS AND THE PLAN IN THEIR ENTIRETY BEFORE VOTING ON THE PLAN.

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PROCEDURAL INFORMATION

Voting. A ballot to be used for voting for or against the Plan is enclosed. Under the Bankruptcy Code, “impaired” classes of claims are entitled to vote on the Plan.

CLAIMS IN CLASSES 1 THROUGH 3 ARE UNIMPAIRED AND DEEMED TO HAVE VOTED FOR THE PLAN AND THE CLAIMS IN CLASSES 4 THROUGH 6 AND INTERESTS IN CLASS 7 ARE IMPAIRED AND ENTITLED TO VOTE.

IN ORDER TO BE COUNTED, BALLOTS MUST BE RETURNED SO THAT THEY ARE RECEIVED NO LATER THAN 4:30 P.M., MOUNTAIN TIME, ON NOVEMBER 24, 2017, AT THE FOLLOWING ADDRESS:

DIAZ & LARSEN
REDROCK WELL SERVICE BALLOT
307 WEST 200 SOUTH, SUITE 3003
SALT LAKE CITY, UT 84101

A HEARING ON CONFIRMATION OF THE DEBTOR’S PLAN WILL BE HELD BEFORE THE HONORABLE KEVIN R. ANDERSON, UNITED STATES BANKRUPTCY JUDGE, IN HIS COURTROOM (ROOM 376) IN THE UNITED STATES COURTHOUSE, 350 SOUTH MAIN STREET, SALT LAKE CITY, UTAH ON DECEMBER 12, 2017, AT 10:00 A.M., MOUNTAIN TIME.

OBJECTIONS TO CONFIRMATION OF THE PLAN, IF ANY, MUST BE IN WRITING AND FILED WITH THE CLERK OF THE BANKRUPTCY COURT, AT THE ABOVE ADDRESS, ON OR BEFORE NOVEMBER 24, 2017, AND COPIES OF SUCH OBJECTION MUST BE SERVED UPON:

Andres Diaz
Timothy Larsen
DIAZ & LARSEN
307 West 200 South, Suite 3003
Salt Lake City, UT 84101
Attorneys for the Debtor

Peter J. Kuhn
United States Trustee's Office
405 South Main Street, Suite 300
Salt Lake City, UT 84111

OBJECTIONS TO CONFIRMATION, IF ANY, WILL COME ON FOR HEARING AT THE TIME OF THE HEARING ON CONFIRMATION SET FORTH ABOVE.

ARTICLE A

BACKGROUND OF THE CASE

A-1.00 Petition. The Debtor filed a voluntary petition for relief under Chapter 11 of the Bankruptcy Code on November 8, 2016.

A-2.00 Debtor in Possession. The Debtor has remained in possession and has operated its business as Debtor in Possession since the filing of the petition.

A-3.00 No Unsecured Creditors' Committee. No unsecured creditors' committee has been appointed in this case.

A-4.00 No Trustee or Examiner. No trustee or examiner has been appointed in this case.

ARTICLE B

BACKGROUND AND AFFAIRS OF THE DEBTOR

B-1.00 Formation of the Debtor. In or about 2001, the Debtor was organized as a limited liability company under the laws of the state of Utah as a well service business. The Debtor has continually operated as a well service business based in Utah. From time to time, the Debtor has performed well services in Colorado, Wyoming, New Mexico, Nevada, Montana, North Dakota and Arizona

B-2.00 Managing Member of the Debtor. Since 2011, Randall G. Shelton (“Shelton”) has been and remains the only member of the Debtor and owns 100% of the membership interest. Shelton also serves as the Debtor’s sole managing member.

B-3.00 Place of Business. The Debtor’s principal place of business is Blanding, Utah.

B-4.00 Nature of the Debtor’s Business. The Debtor operates a well service business based in Utah.

B-5.00 Prepetition Operations and the Reason the Petition was Filed. From its inception in 2001 until 2014, the Debtor operated as a profitable well service business in the oil and gas industry. In 2014, the oil and gas business experienced difficulties as the price of oil and gas became more volatile and eventually dropped to extremely low levels. During that time the Debtor reduced expenses and took all steps that it believed were necessary to cut the cost of operations in an effort to maintain viability. Unfortunately, even with those cost cutting efforts, the Debtor was unable to maintain operations while servicing its debt. In the fall of 2016, one of the Debtor’s creditors, Wells Fargo Bank (“Wells Fargo”) repossessed several pieces of the Debtor’s equipment, some of which was critical to the Debtor’s operations. In order to continue operating and to provide the greatest likelihood that the Debtor could return as much as possible to its creditors, the Debtor had no choice but to seek the protection of the Bankruptcy Code, which it did on November 8, 2016.

ARTICLE C

SIGNIFICANT EVENTS IN THE DEBTOR’S REORGANIZATION CASE

C-1.00 Petition. The Debtor filed its voluntary petition for relief under Chapter 11 of the Bankruptcy Code on November 8, 2016.

C-2.00 Employment of General Counsel. On November 16, 2016, the Debtor filed an application to employ Diaz & Larsen (“D&L”) as its general counsel. On or about December 2, 2016, the Court granted the Debtor’s application.

C-3.00 Statement and Schedules. On November 18, 2016, the Debtor filed an *ex parte* Motion to extend the time to file its bankruptcy Statement of Financial Affairs and related Schedules of Assets and Liabilities (“Statement and Schedules”), seeking an extension to file its Statement and Schedules until December 7, 2016. On December 7, 2016, the Debtor timely filed its Statement and Schedules. No amendments to the Statement and Schedules have been filed at this time.

C-4.00 Meeting of Creditors. The meeting of creditors under section 341 of the Bankruptcy Code was held on December 14, 2016. The meeting was conducted by Peter Kuhn, an attorney with the United States Trustee’s Office (“USTO”). Shelton appeared as the representative of the Debtor together with general counsel.

C-5.00 Amended Petition. After the meeting of creditors and given that no committee of creditors with unsecured claims was appointed in the case, the Debtor amended its petition to include the “small business” designation and to attach the required documents under Section 1116 of the Bankruptcy Code.

C-6.00 Stipulated Motion for Relief from Stay and Adequate Protection Payments. On February 17, 2017, the Debtor and Wells filed a Stipulated Motion for Relief from Stay and Adequate Protection Payments (the “Stipulated Motion”) regarding the vehicles and equipment Wells repossessed prepetition. The Stipulated Motion was subject to a Notice and Opportunity for Hearing on March 21, 2017. No objections having been filed, the Court approved the Stipulated Motion on March 13, 2017, and no hearing was held.

C-7.00 Ally Financial's Motion for Relief from Stay. On March 30, 2017, Ally Financial ("Ally Financial") filed a Motion for Relief from Stay in connection with a 2012 Dodge Ram Pickup Truck. The Debtor was able to negotiate a stipulation with Ally Financial in which it cured all back payments and agreed to make ongoing payments as they come due. The proposed stipulation between the parties is pending before the Court, and the parties anticipate that the stipulation will be approved.

C-8.00 Ally Bank's Motion for Relief from Stay. On May 2, 2017, Ally Bank ("Ally Bank") filed a Motion for Relief from Stay in connection with a 2013 Ford F350 Pickup Truck. The Debtor was current on the payments on that vehicle and provided Ally Bank's counsel with proof of payments. Upon review of the information provided by the Debtor, this Motion was withdrawn. The Debtor will continue to make ongoing payments to Ally Bank on this vehicle.

C-9.00 Monthly Financial Reports. The Debtor has filed all monthly financial reports required in this bankruptcy case. A summary of those reports is attached hereto as **Exhibit 1**. The Balance Sheets as well as the Profit and Loss Statements attached to the Monthly Reports have not been audited and have been prepared in-house. While the Debtor has attempted to make those statements as accurate as possible, they lack the reliability that would accompany such statements if prepared by an accountant or CPA. The Debtor believes that to the extent those statements are inconsistent with the information provided in the Monthly Reports themselves as well as the attached Bank Statements, the Monthly Reports and the attached Bank Statements are more accurate than the information provided in the unaudited Balance Sheet and Profit and Loss Statements attached to the Monthly Reports.

ARTICLE D

FINANCIAL DATA, ASSETS AND LIABILITIES

D-1.00 Summary of Chapter 11 Operations. Attached hereto as **Exhibit 1** is a summary of the monthly financial reports filed by the Debtor during the case. As indicated in those reports, as of September 30, 2017, the Debtor has accumulated approximately \$118,169.45 in cash during this case, after payment of all ongoing expenses. To ensure that there was adequate cash flow at the inception of the case, Shelton did not take compensation for several pay periods, for a total of \$12,000.00 (four pay periods at the rate of \$3,000.00 per pay period). In January, 2017, Shelton began to receive his salary in the amount of \$3,000.00 every two weeks.

D-2.00 Claims Against the Debtor. Attached hereto as **Exhibit 2** is a summary of the claims scheduled by the Debtor and the proofs of claim filed by the creditors in the case and the Debtor's estimate of the claims that will be allowed.

D-3.00 Latest Monthly Report. Attached hereto as **Exhibit 3** is the Debtor's latest Monthly Report as of September 30, 2017.

ARTICLE E

SUMMARY OF THE DEBTOR'S PLAN

SECTION A. INTRODUCTION AND OVERVIEW

E-1.00 Caution. THE FOLOWING IS A BRIEF SUMMARY OF THE PLAN AND SHOULD NOT BE RELIED UPON FOR VOTING PURPOSES. CREDITORS ARE URGED TO READ THE PLAN IN FULL. THE PLAN REPRESENTS A LEGALLY BINDING DOCUMENT. AN INTELLIGENT JUDGMENT ABOUT THE PLAN CANNOT BE MADE WITHOUT READING IT.

E-2.00 Overview of the Plan. The effective date of the Plan is 30 days after entry

of an order confirming the Plan, unless a party to an appeal of the confirmation order obtains a stay pending appeal. The Plan provides for the continued operation of the Debtor after confirmation by the reorganized Debtor. Repayment of claims will be made from funds generated from the reorganized Debtor's operations. Expenses of administration, consisting of quarterly fees due to the USTO, attorneys' fees of the Debtor's general counsel will be paid on the effective date of the Plan. Holders of these administrative expenses may agree to be paid over some period of time after the effective date of the Plan. Ongoing operating expenses incurred postpetition by the Debtor will be paid as they come due. The secured claims of Ally Financial, Ally Bank and Ford Motor Credit Company were oversecured and current at the time the Debtor filed its bankruptcy petition. The Debtor shall pay these claims in accordance with their underlying contracts. Accordingly, these claims are unimpaired and are deemed to have voted in favor of the Debtor's Plan. The Debtor has negotiated a settlement with Wells Fargo regarding the payment of its claim secured by various vehicles retained by the Debtor. The Debtor's Plan provides for the payment of that estimated claim consistent with the terms of the stipulation reached with Wells Fargo. Any unsecured deficiency claim of Wells Fargo will be paid pro rata with the other unsecured creditors in this case. The Debtor is currently negotiating with the IRS to reduce its secured claim and increase its priority claim. The Debtor and the IRS have reached an agreement that will reduce the secured claim to \$535.00 and increase the priority claim to \$291,380.20. The unsecured portion of the IRS's claim will also be increased to \$106,363.59. The IRS has agreed to withdraw POC 6 and amend POC 1 to be consistent with the numbers set forth above, which the IRS has now done. The Debtor has agreed to pay the IRS's secured claim on the Effective Date of the Plan and the priority claim in full together with interest at the

rate of 4% per annum from the confirmation date until those claims are satisfied in full.

The Debtor anticipates that the nonpriority unsecured claims will receive a prorata portion of equal monthly installments of \$2,000.00, commencing 30 days from the effective date of the Plan for a period of 36 months.. No interest will be paid on the nonpriority unsecured claims. The Utah State Tax Commission (“USTC”) failed to file a proof of claim as to the disputed claim listed on the Debtor’s Schedule E. In accordance with Rule 3003(c)(2) the USTC shall not be entitled to vote or receive a distribution under the Plan. Shelton will retain his membership interest in the Debtor.

SECTION B. ADMINISTRATIVE EXPENSES AND TAXES

E-3.00 Postpetition Operating Expenses. The Plan provides for the payment of ongoing postpetition operating expenses as they come due in the ordinary course of business.

E.4.00 Administrative Expenses. Administrative expenses of the Chapter 11 case consist of: Quarterly fees to the USTO, and attorneys’ fees to D&L, general counsel for the Debtor. The Debtor has paid all quarterly fees due through confirmation to the USTO. Any quarterly fees due after confirmation will be paid as they become due. D&L has incurred unpaid fees and costs through August 31, 2017, in the amount of approximately \$35,000.00. D&L anticipates approximately \$25,000.00 in additional fees and costs will be incurred prior to confirmation of the Plan. The Plan permits the reorganized Debtor to pay fees of professionals whose employment was authorized during the bankruptcy case, for services rendered after confirmation of the Plan, upon receipt of statements for those services. Any amounts paid by the reorganized Debtor to such professionals after confirmation will be subject to final approval by the Court at the hearing on the reorganized Debtor’s motion for final decree and order closing case.

E-5.00 Priority Tax Claims. The IRS initially filed a priority tax claim (POC 1) in the amount of \$79,096.36, the bulk of which is estimated taxes for alleged unfiled tax returns. The Debtor has filed all required tax returns. The Debtor and the IRS have reached an agreement that will increase the priority claim to \$291,380.20. The Debtor has agreed to pay the IRS's priority claim in full within a five-year period, together with interest at the rate of 4% per annum from the confirmation date until that claim is satisfied in full. Attached as **Exhibit 4** is the amortization schedule for the IRS's priority claim that shows payments to pay the claim over a five-year period in the amount of approximately \$5,366.21. The Plan permits the reorganized Debtor to make larger payments, in its discretion and if funds are available, to pay the tax claims before the expiration of the five-year period.

The USTC has not filed a proof of claim and was listed on the Debtor's Schedule E as disputed. Pursuant to Rule 3003(c)(2) of the Fed. R. Bankr. P., USTC shall not be entitled to vote or receive a distribution under the Plan.

E-6.00 Classes of Claims and Interests. Pursuant to the Bankruptcy Code, the Plan establishes classes of secured and unsecured claims. Secured claims are included in Classes 1 through 5. Unsecured claims are included in Class 6. The interests of the Debtor's sole member, Shelton, are included in Class 7.

SECTION C. DESIGNATION AND TREATMENT OF UNIMPAIRED CLASSES.

E-700 Class 1-Ally Financial. Class 1 contains the claim of Ally Financial secured by a lien on a 2012 Dodge Ram Pickup owned by the Debtor. Ally Financial filed a proof of claim in the amount of \$8,960.25. Because Ally Financial's claim is oversecured and was current at the time of the filing of the Debtor's petition, the Debtor has continued to make payments directly to this creditor. This creditor will be paid in full

in accordance with the underlying contract giving rise to its claim. Accordingly, this creditor is not impaired and is deemed to have accepted the Plan. This creditor shall retain its lien on its collateral until its claim is satisfied in full. Once satisfied this creditor shall release its lien on the collateral.

E-8.00 Class 2-Ally Bank. Class 2 contains the claim of Ally Bank secured by a lien on a 2013 Ford F350 Pickup owned by the Debtor. Ally Bank filed a proof of claim in the amount of \$18,072.84. Because Ally Bank's claim is oversecured and was current at the time of the filing of the Debtor's petition, the Debtor has continued to make payments directly to this creditor. This creditor will be paid in full in accordance with the underlying contract giving rise to its claim. Accordingly, this creditor is not impaired and is deemed to have accepted the Plan. This creditor shall retain its lien on its collateral until its claim is satisfied in full. Once satisfied this creditor shall release its lien on the collateral.

E-9.00 Class 3-Ford Motor Credit Company("FMCC"). Class 3 contains the secured claim of FMCC secured by a lien on a 2012 Ford F350 Super Duty Diesel Pickup owned by the Debtor. FMCC filed an amended proof of claim in the amount of \$6,512.69. Because FMCC's claim is oversecured and was current at the time of the filing of the Debtor's petition, the Debtor has continued to make payments directly to this creditor. This creditor will be paid in full in accordance with the underlying contract giving rise to its claim. Accordingly, this creditor is not impaired and is deemed to have accepted the Plan. This creditor shall retain its lien on its collateral until its claim is satisfied in full. Once satisfied this creditor shall release its lien on the collateral.

SECTION D. DESIGNATION AND TREATMENT OF IMPAIRED CLASSES.

E-10.00 Impaired Classes. Under the Bankruptcy Code the Debtor is required to

specify any class of claims of interest that is not impaired. Essentially, unless a plan leaves unaltered the legal, equitable, and contractual rights to which a claim or interest entitles the holder of such claim or interest, such claim or interest is impaired. Except for Classes 1 through 3 above all remaining classes of claims and interests are impaired under the Plan.

E-11.00 Class 4- IRS. Class 4 contains the secured claim of the IRS. The IRS initially filed a proof of claim (POC 1) in the secured amount of \$395,695.11. The IRS's secured claim is based upon three Notices of Federal Tax Lien recorded on October 5, 2015, December 24, 2015, and October 24, 2016. The Debtor and the IRS have reached an agreement that will reduce the secured claim to \$535, which is reflected in the IRS's amended proof of claim. The Debtor has agreed to pay the IRS's secured claim in full on the Effective Date of the Plan. This creditor shall retain its lien on its collateral until its claim is satisfied in full. Once satisfied this creditor shall release its lien on the collateral.

E-12.00 Class 5-Wells Fargo. Class 5 contains the secured portion of the claim of Wells Fargo. Wells Fargo filed a proof of claim in the amount of \$734,028.83, with an acknowledgement that only a portion of the claim is secured. The Debtor and Wells Fargo have stipulated that the amount of Wells Fargo's secured claim is \$101,000.00 less the amount of adequate protection payments the Debtor has made and/or will make to Wells Fargo through the effective date of the Plan. The Debtor's adequate protection payments to Wells Fargo are in the amount of \$3,500.00 per month; and, the Debtor began making adequate protection payments to Wells Fargo in March 2017. The Debtor anticipates that the last adequate protection payment will be made in December 2017, though the Debtor will continue to make the monthly adequate protection payments to Wells Fargo after that time to the extent the Plan's effective date has not occurred by

January 1, 2018. Assuming the total amount of adequate protection payments made to Wells Fargo as of the Effective Date of the Plan is \$35,000.00 (*i.e.*, \$3,500.00 per month from March through December 2017), the amount of Wells Fargo's secured claim under the Plan will be \$66,000.00; provided, however, that Wells Fargo's secured claim will be increased or decreased, as applicable, if the actual amount of adequate protection payments differs from the assumption set forth above. The Debtor shall pay the full amount of the secured portion of Wells Fargo's claim in monthly installments over a period of five years from the Effective Date of the Plan, together with interest thereon at the rate of 5% per annum. Based upon the assumed \$66,000.00 amount for the secured claim, such monthly payment shall be \$1,245.50. Attached as **Exhibit 5** is the amortization schedule for Wells Fargo that shows payments to pay the claim over a five-year period. This creditor shall retain its lien on its collateral until its claim is satisfied in full. Once satisfied this creditor shall release its lien on the collateral. The remainder of Wells Fargo's claim in the amount of \$609,528.83 will be treated as a Class 6 nonpriority unsecured claim.

SECTION E. TREATMENT OF UNSECURED CLAIMS.

E-13.00 Class 6-Nonpriority Unsecured Claims. Class 6 contains the nonpriority unsecured claims (including deficiency claims) of the IRS, Wells Fargo and the other undisputed unsecured creditors listed in the Debtor's Schedule F. The Plan provides that the reorganized Debtor shall pay the claims of these creditors through the prorata distribution of monthly installments in the amount of \$2,000.00, commencing 30 days after the Effective Date of the Plan for a period of 36 months. No interest will be paid on these claims. Estimated claims in Class 6 total approximately \$718,192.42.

SECTION F. TREATMENT OF INTERESTS.

E-14.00 Class 7-Interests. The sole member of the Debtor, Shelton, will remain the sole member of the reorganized Debtor. To do so, under the “absolute priority rule”, all classes of creditors must either vote in favor of the Plan or receive payment of their claims in full. Shelton may not receive distributions, however, on account of his membership interest, until nonpriority unsecured claims in Class 6 have been paid as provided in the Plan and only if payments on account of priority unsecured tax claims and the secured claims in Classes 1 through 6 are current. Nothing contained in this provision of the Plan restricts Shelton’s ability to receive his ongoing salary as an employee of the reorganized Debtor.

SECTION G. EXECUTORY CONTRACTS AND LEASES.

E-15.00 Assumed Leases and Executory Contracts. At the commencement of this case, the Debtor had executory labor contracts with various independent contract employees. The Debtor has since hired these contractors as regular employees. Accordingly, the Debtor will reject the following executory labor contracts under the Plan: Andrew Garf, Brit Babbit, Cooper Oliver, Cory Shelton, Jason Marks, Pernell Tsosie and Samantha Marks.

E-16.00 Catch-all Rejection. All executory contracts and leases not assumed under the Plan are rejected. Although the Debtor is not aware of any other contracts or leases this provision is included in the Plan in the event such contracts or leases exist.

SECTION H. OPERATIONS OF THE REORGANIZED DEBTOR.

E-17.00 Operation of the Business. As of the effective date of the Plan, the reorganized Debtor will operate the well service business previously operated by the Debtor.

E-18.00 Manager of Reorganized Debtor. Shelton will remain as the manager of the reorganized Debtor.

E-19.00 Compensation of Manager. Shelton will be entitled to receive compensation of up to \$3,000.00 every two weeks for services rendered in connection with the management and operation of the reorganized Debtor's business. The compensation may be increased during the term of the Plan so long as it does not impair the reorganized Debtor's ability to make the payments required under the Plan. Distributions to Shelton on account of his membership interests in the reorganized Debtor are separate and distinct from his compensation and are described in paragraph E-13.00 above.

E-20.00 Estimated Cash Flow. **Exhibit 6** contains estimated future cash flows for the reorganized Debtor. The exhibit is based upon the post petition historical operations of the Debtor and anticipated future operations taking into consideration current and anticipated economic and industry conditions.

E-21.00 Avoidable Transfers. Under the Bankruptcy Code, certain transfers made within 90 days of the filing of the bankruptcy petition,¹ that may have been made on account of an antecedent debt, made while the Debtor was presumed to be insolvent under section 547(f) of the Bankruptcy Code, that enable the transferee to receive more than it would have received in a Chapter 7 bankruptcy liquidation, may be recovered as preferential transfers. There are numerous circumstances that prevent a transfer from being a preference and a number of defenses available to the transferee under the Bankruptcy Code. In addition, fraudulent transfers made within one year of the petition date may be recovered under the Bankruptcy Code. Fraudulent transfers include those

¹ One year is the applicable period if the transfer is to an insider.

made with actual intent to hinder, delay or defraud creditors and, if the Debtor was insolvent, those made for less than fair equivalent value. The Statement of Financial Affairs filed by the Debtor in this case shows no transfers to insiders within one year. The Statement of Financial Affairs shows payments within 90 days to various trade creditors, all of which the Debtor believes to have been made in the ordinary course of business. Additional payments are shown to secured creditors and contract employees, all of which appear to be unavoidable under the Bankruptcy Code. Accordingly, the Debtor does not believe that there are any avoidable transfers to be pursued in this case.

SECTION I. OTHER MATTERS.

E-22.00 Default. If the reorganized Debtor fails to make a payment on an allowed secured claim, the holder of the claim may exercise its rights under Utah state law or applicable Federal law and the documents evidencing the obligation as the same may have been modified by the Plan. Exercise of these rights, however, will be only permitted after 30 days notice to the reorganized Debtor and holders of unpaid allowed claims. The reorganized Debtor could cure the default during the 30-day period. During the 30-day period, any party adversely affected by the threatened action may seek to obtain from the Bankruptcy Court an order prohibiting such action. Failure of the reorganized Debtor to make payments on account of allowed priority claims will permit the holder of such claim to give 30-days notice of the intent to request a default under the Plan. A hearing will be held on such motion, after notice to holders of all unpaid allowed claims. If, at the time of hearing, the default has not been cured, the Court may enter an appropriate order including, directing the reorganized Debtor to pay the claim, or order conversion or dismissal of the case. In the event the reorganized Debtor fails to make a payment on account of allowed nonpriority unsecured claims in Class 5, the holder of any

such claim adversely affected thereby will be permitted to pursue recovery of the claim in a court of appropriate jurisdiction, other than the Bankruptcy Court. The holder of any such claim, however, must first give the reorganized Debtor 30 days notice of its intent to pursue such claim if the default is not cured within the 30-day period. This means that the holder of an unpaid allowed nonpriority unsecured claim in Class 5 that is not paid as set forth in the Plan, could file an action in state court against the reorganized Debtor to recover the claim after expiration of the 30 days. Such an action could seek recovery of any delinquent payment and all future payments due to the claimant under the Plan.

E-23.00 Retention of Jurisdiction. The Bankruptcy Court retains jurisdiction under the Plan to resolve any objections to claims, declare a default and over other matters specifically set forth in the Plan.

E-24.00 Final Decree and Order Closing Case. Local Rule 3022-1 requires the reorganized Debtor to file a motion for final decree and order closing case within one year after confirmation of the Plan. The Plan provides that the reorganized Debtor will file such a motion. The reorganized Debtor may file a motion prior to the one year period if the Plan has been substantially consummated, *i.e.*, payments have commenced under the Plan.

ARTICLE F

LIQUIDATION ANALYSIS

F-1.00 Liquidation Analysis. Attached hereto as **Exhibit 7** is a liquidation analysis prepared by the Debtor. The liquidation analysis shows anticipated recovery by creditors if the case is converted to a case under Chapter 7 and liquidated by a Chapter 7 trustee. The values used in the liquidation analysis for cash and accounts receivable are 100% of the amount of the cash and accounts receivable as of September 30, 2017.

These values of the accounts receivable are liberal and are used to give creditors the benefit of the doubt as to collections of those accounts. The Debtor believes that lower values could have been used and are more realistic based upon the historic collection rate for receivables experienced by the Debtor as well as the following factors. First, collection rates decrease substantially when no further services are being provided to the clients. If this case were converted to Chapter 7, it is unlikely that the Debtor would continue to provide those services. Second, there is no equity in the accounts receivable or other assets above the substantial priority claim in favor of the IRS, thereby necessitating that the IRS's priority claim be satisfied first and leaving nothing for the creditors with general unsecured claims. As shown on **Exhibit 7**, the Debtor anticipates that the recovery to nonpriority unsecured creditors in a Chapter 7 liquidation (assuming a 100% collection rate for accounts receivable) would be 0%. The recovery anticipated under the Chapter 11 Plan to holders of nonpriority unsecured claims in Class 6 is approximately 10%.

F-2.00 Advantages of the Plan. The advantage of confirmation of the Plan as opposed to liquidation of the Debtor in a Chapter 7 case is recovery of a greater percentage on account of nonpriority unsecured claims in Class 6. The Debtor anticipates that the reorganized Debtor will continue to do business with existing creditors that are willing to do so thus providing an additional benefit to those creditors.

ARTICLE G

ALTERNATIVES TO THE PLAN AND RISKS

G-1.00 Alternatives. An alternative to the Plan is the conversion of the case to a case under Chapter 7. As set forth in Article F, the Debtor believes that confirmation of the Plan provides advantages to creditors with unsecured claims that outweigh those of

liquidation in a case under Chapter 7. Other alternatives include amending the Plan or dismissal of the case.

G-2.00 Risks. There are inherent risks in any business operation. The wells services business is competitive and subject to some fluctuation. The Debtor, however, has successfully operated the business since filing its Petition. The projections attached as **Exhibit 7** are primarily based upon the postpetition operation of the Debtor's business, which has been operated at a substantial profit.

ARTICLE H

MANNER OF VOTING AND CONFIRMATION OF THE PLAN

H-1.00 Solicitation of Acceptances. This disclosure statement shall have been approved by the court in accordance with Section 1125 of the Bankruptcy Code before being provided to each creditor. Under the Bankruptcy Code, acceptances of the Plan may not be solicited from claim holders unless a copy of the approved disclosure statement is, or has been, transmitted to the claim holder.

H-2.00 Counting Votes and Acceptances. In determining acceptances of the Plan, a vote will be counted if timely submitted by the holder of a claim that is impaired and (a) whose claim is scheduled by the Debtor as undisputed, noncontingent and liquidated, (b) who has timely filed with the Court a proof of claim which has not been disallowed prior to computation of the votes on the Plan, (c) whose claim is an allowed secured claim under Sections 502 and 506(d) of the Bankruptcy Code, or (d) whose claim has been temporarily allowed by the Bankruptcy Court for purposes of voting.

H-3.00 Acceptance by Impaired Classes. An impaired class of claims is deemed to accept the Plan if at least (a) 50% plus one of the number of allowed claims voting to accept the Plan and (b) 2/3 of the aggregate dollar amount of the allowed claims voting

vote to accept the Plan.

H-4.00 Manner of Voting. A ballot for accepting or rejecting the Plan will be enclosed with the approved Disclosure Statement and Plan. Holders of claims should read the instructions carefully, complete, date and sign the ballot and transmit it to the address indicated on the ballot. In order to be tabulated, your ballot must be received by the time indicated thereon. Failure to vote or a vote to reject the Plan will not affect the treatment to be accorded a claim if the Plan is confirmed.

H-5.00 Hearing on Confirmation. The notice of hearing on confirmation indicates the time and place of the confirmation hearing. The Court may confirm the Plan at the hearing only if the requirements set forth in Section 1129 of the Bankruptcy Code are satisfied. The Debtor may propose or file modifications to the Plan either before or at the hearing on confirmation. If the Bankruptcy Court finds that the proposed modification or modifications do not adversely change the treatment of any creditor who has not accepted the modification in writing, the modification may be deemed accepted by all parties in interest who have previously accepted the Plan.

H-6.00 Best Interest of Creditors. The Debtor must establish with respect to each class that each holder of a claim in that class has accepted the Plan or will receive or retain under the Plan on account of such claim or interest property of a value that is not less than the amount that such holder would receive if the Debtor were liquidated under Chapter 7 of the Bankruptcy Code.

H-7.00 Confirmation Without Acceptance by All Classes. The Bankruptcy Code contains provisions for the confirmation of a Plan if it is not accepted by all impaired classes. Once a class of impaired claims has accepted the Plan, the Plan may be confirmed over the objection of every other class of creditors pursuant to Section 1129(b)

of the Bankruptcy Code.

H-8.00 Rejection by Secured Class. If a class of secured claims rejects the Plan, the Plan may be confirmed under Section 1129(b) if the Plan does not discriminate unfairly as to that class and is “fair and equitable” to the class. Section 1129(b) states that the “fair and equitable” standard requires, among other things, that the Plan provide (a) that the lien securing the claims of members of the class be left in place and that holders of secured claims will receive deferred cash payments of a present value equal to the lesser of the amount of the claim or the value of the collateral, (b) that the collateral securing the claims be sold free of the liens with the liens attaching to the proceeds and with such liens on the proceeds being treated under one of the other two standards described in this paragraph or (c) a treatment for the claim which is the “indubitable equivalent” of the claim.

H-9.00 Rejection by Unsecured Class. If a class of unsecured claims rejects the Plan, the Plan may be confirmed if it does not unfairly discriminate and is “fair and equitable” as to the class. Under Section 1129(b) a Plan is “fair and equitable” as to a class of unsecured claims if, among other things, the Plan provides that (a) each holder of a claim included in the rejecting class receive or retain on account of that claim property which has a value, as of the effective date, equal to the amount of such claim, or (b) the holder of any claim or interest that is junior to the claims of such class will not receive or retain any property on account of the junior claim or interest. The currently proposed Plan cannot be confirmed without the accepting vote of the Unsecured Creditor Class.

ARTICLE I

TAX CONSEQUENCES OF THE PLAN

I-1.00 Tax Consequences. As to the Debtor and the reorganized Debtor, because

these entities are limited liability companies, any income or losses are passed through to the members of the limited liability companies. As such, other than the normal tax reporting requirements, there appear to be no income tax consequences to the Debtor or reorganized Debtor from the provisions of the Plan. The treatment of claims and interests under the Plan may have tax implications to the holders of such claims and interests. For instance, there may be tax implications for the recapture of bad debts or implications regarding the timing of reportable income for entities that report income on a cash basis. Because each of the holders of claims and interests have such varied circumstances, it is impossible for the Debtor and reorganized Debtor to provide legal or accounting advice regarding the applicability of the tax laws on an individualized basis. Therefore, holders of claims and interests should obtain advice from their own counsel or accountants regarding the applicability of tax laws.

Dated this 23rd day of October 2017

REDROCK WELL SERVICE, LLC

By: /S/ Randall G. Shelton
Randall G. Shelton, Manager

DIAZ & LARSEN

By: /S/ Andres Diaz
Attorneys for RedRock Well Service, LLC

REDROCK WELL SERVICE, LLC
 SUMMARY OF MONTHLY REPORTS *
 CHAPTER 11 CASE # 16-25891
 EXHIBIT 1

	<u>Nov-16</u>	<u>Dec-16</u>	<u>Jan-17</u>	<u>Feb-17</u>	<u>Mar-17</u>	<u>Apr-17</u>	<u>May-17</u>	<u>Jun-17</u>	<u>Jul-17</u>	<u>Aug-17</u>	<u>Sep-17</u>
Beginning Cash Balance	-\$750.00	\$60,096.62	\$16,150.43	\$62,923.05	\$73,167.63	\$63,442.68	\$89,058.88	\$49,496.13	\$35,093.64	\$131,338.82	\$132,392.66
Cash Receipts	\$72,609.25	\$0.00	\$75,516.85	\$40,230.00	\$45,745.00	\$82,703.95	\$29,849.00	\$40,094.13	\$152,860.20	\$38,996.89	\$41,807.52
Cash Disbursements	\$11,762.63	\$43,946.19	\$28,744.23	\$29,885.42	\$55,469.95	\$57,087.75	\$69,411.75	\$54,496.62	\$56,614.89	\$37,943.05	\$56,030.73
Net Cash Flow	\$60,846.62	-\$43,946.19	\$46,772.62	\$10,244.58	-\$9,724.95	\$25,616.20	-\$39,562.75	-\$14,402.49	\$96,245.31	\$1,053.84	-\$14,223.21
Ending Cash Balance	<u>\$60,096.62</u>	<u>\$16,150.43</u>	<u>\$62,923.05</u>	<u>\$73,167.63</u>	<u>\$63,442.68</u>	<u>\$89,058.88</u>	<u>\$49,496.13</u>	<u>\$35,093.64</u>	<u>\$131,338.82</u>	<u>\$132,392.66</u>	<u>\$118,169.45</u>

The information provided herein is derived from the DIP Bank Statements attached to the Monthly Reports filed in this case.

REDROCK WELL SERVICE, LLC
SUMMARY OF CLAIMS SCHEDULED AND FILED
CHAPTER 11 CASE # 16-29891
EXHIBIT 2

Class	Creditor	Scheduled Amount	Contingent (C) Disputed (D) Unliquidated (U)	Claim (C) Amount	Claim #	Estimated Allowed Amount	Comments
1	Ally Financial	\$ 3,000.00		\$ 3,960.25	2	\$ 8,960.25	The Debtor is making ongoing payments to this creditor and is current. This creditor is unimpaired.
2	Ally Bank	\$ 25,000.00		\$ 18,072.84	3	\$ 18,072.84	The Debtor is making ongoing payments to this creditor and is current. This creditor is unimpaired.
3	Ford Motor Credit Company, LLC	\$ 18,000.00		\$ 12,128.23	5	\$ 6,512.69	The Debtor is making ongoing payments to this creditor and is current. This creditor is unimpaired.
4	Wells Fargo Bank, N.A.	\$ 600,000.00		\$ 734,028.83	4	\$ 101,000.00	This creditor's claim is only partially secured. The unsecured deficiency balance will be treated in Class 6
5	IRS	\$ -		\$ 395,695.11	1	\$ 535.00	This creditor's claim was disputed. The Debtor and the IRS have now reached an agreement regarding the amount of this claim.
Totals:		<u>\$ 651,000.00</u>		<u>\$ 773,190.15</u>		<u>\$ 135,080.78</u>	
Priority:	IRS	\$ 461,937.05		\$ 291,380.20	1	\$ 291,380.20	The Debtor and the IRS have reached an agreement as to the amount of this claim.
	USTC	\$ 18,643.68	D	None Filed		\$0.00	Because this claim was listed as disputed and the creditor failed to file a proof of claims, this creditor will not be entitled to vote or receive any distribution under the Plan.
Nonpriority Unsecured:	C&S & Wood, Inc	\$ 2,300.00		None Filed		\$ 2,300.00	
6	Unsecured Deficiency based upon Wells Fargo Claim #4	\$ 282,000.00		\$ 609,528.83	4	\$ 609,528.83	This claim amount is estimated and will be modified once the IRS files an amended proof of claim.
6	IRS			\$ 930.17	1	\$ 106,000.00	
Totals:		<u>\$ 284,300.00</u>		<u>\$ 610,459.00</u>		<u>\$ 717,828.83</u>	

EXHIBIT 3

B 25C (Official Form 25C) (12/08)

UNITED STATES BANKRUPTCY COURT

District of Utah

In re RedRock Well Service, LLC
Debtor

Case No. 16-29891

Small Business Case under Chapter 11

SMALL BUSINESS MONTHLY OPERATING REPORT

Month: September 2017

Date filed: 10/16/2017

Line of Business: Oil & Gas Support Services

NAISC Code: 2131

IN ACCORDANCE WITH TITLE 28, SECTION 1746, OF THE UNITED STATES CODE, I DECLARE UNDER PENALTY OF PERJURY THAT I HAVE EXAMINED THE FOLLOWING SMALL BUSINESS MONTHLY OPERATING REPORT AND THE ACCOMPANYING ATTACHMENTS AND, TO THE BEST OF MY KNOWLEDGE, THESE DOCUMENTS ARE TRUE, CORRECT AND COMPLETE.

RESPONSIBLE PARTY:



Original Signature of Responsible Party

Randall Shelton

Printed Name of Responsible Party

Questionnaire: (All questions to be answered on behalf of the debtor.)

Yes No

- | | | |
|---|-------------------------------------|-------------------------------------|
| 1. IS THE BUSINESS STILL OPERATING? | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 2. HAVE YOU PAID ALL YOUR BILLS ON TIME THIS MONTH? | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 3. DID YOU PAY YOUR EMPLOYEES ON TIME? | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 4. HAVE YOU DEPOSITED ALL THE RECEIPTS FOR YOUR BUSINESS INTO THE DIP ACCOUNT THIS MONTH? | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 5. HAVE YOU FILED ALL OF YOUR TAX RETURNS AND PAID ALL OF YOUR TAXES THIS MONTH? | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 6. HAVE YOU TIMELY FILED ALL OTHER REQUIRED GOVERNMENT FILINGS? | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 7. HAVE YOU PAID ALL OF YOUR INSURANCE PREMIUMS THIS MONTH? | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 8. DO YOU PLAN TO CONTINUE TO OPERATE THE BUSINESS NEXT MONTH? | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 9. ARE YOU CURRENT ON YOUR QUARTERLY FEE PAYMENT TO THE U.S. TRUSTEE? | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 10. HAVE YOU PAID ANYTHING TO YOUR ATTORNEY OR OTHER PROFESSIONALS THIS MONTH? | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| 11. DID YOU HAVE ANY UNUSUAL OR SIGNIFICANT UNANTICIPATED EXPENSES THIS MONTH? | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| 12. HAS THE BUSINESS SOLD ANY GOODS OR PROVIDED SERVICES OR TRANSFERRED ANY ASSETS TO ANY BUSINESS RELATED TO THE DIP IN ANY WAY? | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| 13. DO YOU HAVE ANY BANK ACCOUNTS OPEN OTHER THAN THE DIP ACCOUNT? | <input type="checkbox"/> | <input checked="" type="checkbox"/> |

B 25C (Official Form 25C) (12/08)

- 14. HAVE YOU SOLD ANY ASSETS OTHER THAN INVENTORY THIS MONTH?
- 15. DID ANY INSURANCE COMPANY CANCEL YOUR POLICY THIS MONTH?
- 16. HAVE YOU BORROWED MONEY FROM ANYONE THIS MONTH?
- 17. HAS ANYONE MADE AN INVESTMENT IN YOUR BUSINESS THIS MONTH?
- 18. HAVE YOU PAID ANY BILLS YOU OWED BEFORE YOU FILED BANKRUPTCY?

TAXES

DO YOU HAVE ANY PAST DUE TAX RETURNS OR PAST DUE POST-PETITION TAX OBLIGATIONS?

IF YES, PLEASE PROVIDE A WRITTEN EXPLANATION INCLUDING WHEN SUCH RETURNS WILL BE FILED, OR WHEN SUCH PAYMENTS WILL BE MADE AND THE SOURCE OF THE FUNDS FOR THE PAYMENT.

(Exhibit A)

INCOME

PLEASE SEPARATELY LIST ALL OF THE INCOME YOU RECEIVED FOR THE MONTH. THE LIST SHOULD INCLUDE ALL INCOME FROM CASH AND CREDIT TRANSACTIONS. *(THE U.S. TRUSTEE MAY WAIVE THIS REQUIREMENT)*

TOTAL INCOME \$ 41,807.52

SUMMARY OF CASH ON HAND

Cash on Hand at Start of Month \$ 132,392.66
 Cash on Hand at End of Month \$ 118,169.45

PLEASE PROVIDE THE TOTAL AMOUNT OF CASH CURRENTLY AVAILABLE TO YOU **TOTAL** \$ 118,169.45

(Exhibit B)

EXPENSES

PLEASE SEPARATELY LIST ALL EXPENSES PAID BY CASH OR BY CHECK FROM YOUR BANK ACCOUNTS THIS MONTH. INCLUDE THE DATE PAID, WHO WAS PAID THE MONEY, THE PURPOSE AND THE AMOUNT. *(THE U.S. TRUSTEE MAY WAIVE THIS REQUIREMENT)*

TOTAL EXPENSES \$ 56,030.73

(Exhibit C)

CASH PROFIT

INCOME FOR THE MONTH *(TOTAL FROM EXHIBIT B)* \$ 41,807.52
 EXPENSES FOR THE MONTH *(TOTAL FROM EXHIBIT C)* \$ 56,030.73
(Subtract Line C from Line B) **CASH PROFIT FOR THE MONTH** \$ -14,223.21

B 25C (Official Form 25C) (12/08)

UNPAID BILLS

PLEASE ATTACH A LIST OF ALL DEBTS (INCLUDING TAXES) WHICH YOU HAVE INCURRED SINCE THE DATE YOU FILED BANKRUPTCY BUT HAVE NOT PAID. THE LIST MUST INCLUDE THE DATE THE DEBT WAS INCURRED, WHO IS OWED THE MONEY, THE PURPOSE OF THE DEBT AND WHEN THE DEBT IS DUE. (THE U.S. TRUSTEE MAY WAIVE THIS REQUIREMENT)

TOTAL PAYABLES \$ 0.00

(Exhibit D)

MONEY OWED TO YOU

PLEASE ATTACH A LIST OF ALL AMOUNTS OWED TO YOU BY YOUR CUSTOMERS FOR WORK YOU HAVE DONE OR THE MERCHANDISE YOU HAVE SOLD. YOU SHOULD INCLUDE WHO OWES YOU MONEY, HOW MUCH IS OWED AND WHEN IS PAYMENT DUE. (THE U.S. TRUSTEE MAY WAIVE THIS REQUIREMENT)

TOTAL RECEIVABLES \$ 25,065.00

(Exhibit E)

BANKING INFORMATION

PLEASE ATTACH A COPY OF YOUR LATEST BANK STATEMENT FOR EVERY ACCOUNT YOU HAVE AS OF THE DATE OF THIS FINANCIAL REPORT OR HAD DURING THE PERIOD COVERED BY THIS REPORT.

(Exhibit F)

EMPLOYEES

NUMBER OF EMPLOYEES WHEN THE CASE WAS FILED? 0
NUMBER OF EMPLOYEES AS OF THE DATE OF THIS MONTHLY REPORT? 7

PROFESSIONAL FEES

BANKRUPTCY RELATED:

PROFESSIONAL FEES RELATING TO THE BANKRUPTCY CASE PAID DURING THIS REPORTING PERIOD? \$ 0.00

TOTAL PROFESSIONAL FEES RELATING TO THE BANKRUPTCY CASE PAID SINCE THE FILING OF THE CASE? \$ 0.00

NON-BANKRUPTCY RELATED:

PROFESSIONAL FEES NOT RELATING TO THE BANKRUPTCY CASE PAID DURING THIS REPORTING PERIOD? \$ 0.00

TOTAL PROFESSIONAL FEES NOT RELATING TO THE BANKRUPTCY CASE PAID SINCE THE FILING OF THE CASE? \$ 0.00

B 25C (Official Form 25C) (12/08)

PROJECTIONS

COMPARE YOUR ACTUAL INCOME AND EXPENSES TO THE PROJECTIONS FOR THE FIRST 180 DAYS OF YOUR CASE PROVIDED AT THE INITIAL DEBTOR INTERVIEW.

	Projected	Actual	Difference
INCOME	\$ _____	\$ 41,807.52	\$ _____
EXPENSES	\$ _____	\$ 56,030.73	\$ _____
CASH PROFIT	\$ _____	\$ -14,223.21	\$ _____

TOTAL PROJECTED INCOME FOR THE NEXT MONTH: \$ _____

TOTAL PROJECTED EXPENSES FOR THE NEXT MONTH: \$ _____

TOTAL PROJECTED CASH PROFIT FOR THE NEXT MONTH: \$ _____

ADDITIONAL INFORMATION

PLEASE ATTACH ALL FINANCIAL REPORTS INCLUDING AN INCOME STATEMENT AND BALANCE SHEET WHICH YOU PREPARE INTERNALLY.

RedRock Well Service, LLC
 Po Box 37
 Blanding, UT 84511

Expenses September 2017

Employees	Payroll	\$28,674.60
Payroll	Taxes	\$6,160.75
Fees	Fees	\$4.00
Gas Stations	Fuel	\$1,371.12
Supplies	Building repairs	\$171.77
Internet	Internet	\$69.99
Web Services	QB	\$95.00
Repair	Vehicle Repair	\$4,744.50
Loan	Ally	\$994.73
Loan	Ally	\$485.25
Tax	Navajo Tax	\$6,358.70
Loan	Ford	\$780.32
Wells Fargo	SBA Loan	\$3,500.00
Employees	Workers Comp	\$2,595.00
City Of Blanding	Buis Lics	\$25.00
Total		\$56,030.73

ZIONS BANK

P.O. Box 30709, Salt Lake City, UT 84130-0709

Statement of Accounts

Page 1 of 5

This Statement: September 29, 2017

Last Statement: August 31, 2017

Primary Account #

0106221 01 PP 0 453 **PRSRT T5 G 1673 84511

REDROCK WELL SERVICE LLC
 CASE #16-29891 DEBTOR IN POSSESSION
 1358 E HARRIS LANE
 PO BOX 37
 BLANDING UT 84511



For 24-hour account information, please contact:

1-800-789-BANK (2265)

zionsbank.com



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SUMMARY OF ACCOUNT BALANCE

Account Type	Account Number	Checking/Savings Ending Balance	Outstanding Balances Owed
Basic Business Checking		\$93,013.95	

BASIC BUSINESS CHECKING

Previous Balance	Deposits/Credits	Charges/Debits	Checks Processed	Ending Balance
109,399.81	41,807.52	46,074.38	12,119.00	93,013.95

2 DEPOSITS/CREDITS

Date	Amount	Description
09/08	5,850.00	NATURAL SODA PAYMENTS REF # 017251009030047 1120598854
09/14	35,957.52	DEPOSIT 7676117957

28 CHARGES/DEBITS

Date	Amount	Description
09/05	72.92	24692167L2XXP3SFZ 2918 CHEVRON 0207391 PRICE UT 1231682632
09/05	95.00	24207857N9H96MSXE 2918 UTAH WEB SERVICES 801-7592748 UT 1231467386
09/05	79.03	24427337NLYHPD28B 2918 MAVERIK #444 MONTICELLO UT 1231467385
09/07	2,595.00	24055237T8B2P6B4E 5697 WORKERS COMPENSATION F385-351-8030 UT 1220393488
09/08	51.10	24427337SLM7RD4SA 2918 THE TRUCK STOP BLANDING UT 1221293434
09/08	42.63	24801977V2LV3HE4Y 2918 REDD S TRUE VALUE BLANDING UT 1221293435
09/08	4,744.50	24493987V5HW7TPRM 2918 SCHAFFER AUTO CLINIC MONTICELLO UT 1221293433
09/08	25.00	24492157SJHPPZVQ 5697 BLANDING CITY BLANDINGUT.GO UT 1221293473
09/11	90.29	24316057WFZ4XAZAE 5697 SHELL OIL 57444721302 BLANDING UT 1224886909
09/11	56.77	24427337VLYHPJSXD 2918 MAVERIK #341 MOAB UT 1224886842
09/11	69.94	24427337WLYHNHT1Q 5697 KUM & GO #922 RIFLE CO 1224886908
09/11	68.55	0918 P.O.S. PURCHASE KUM & GO # 120 E 26TH RIFLE CO 1417773292
09/11	129.14	0918 P.O.S. PURCHASE HARBOR FRE 3050 E 20TH FARMINGTON NM 1417773293
09/13	75.00	2422443802Y2YWJQ8 2918 GIANT #7262 KIRTLAND NM 1222390305
09/14	12.22	244273380LM7RQBTY 2918 THE TRUCK STOP BLANDING UT 1221089196
09/14	91.27	244273380LYJ9DLRL 5697 CANYON COUNTRY BLANDING UT 1221089237
09/14	12,000.00	ONLINE XFER TO DDA ***8039 ID: 000008661 2320916567
09/18	95.00	243160583FZ4E27J5 5697 SHELL OIL 57444721302 BLANDING UT 1224992248
09/19	85.09	244273385LYHPLZR 2918 MAVERIK #444 MONTICELLO UT 1221076038
09/21	83.22	244273387LYHP9AGM 5697 MAVERIK #341 MOAB UT 1219789948
09/21	125.00	244273387LYHNKPWP 5697 KUM & GO #922 RIFLE CO 1219789949
09/22	74.31	244273388LYHPTF3V 2918 MAVERIK #418 GRAND JUNCTIO CO 1221492195
09/22	81.56	244273388LYHNMPBZ 5697 KUM & GO #922 RIFLE CO 1221492241
09/25	74.54	244273389LYHR7H70 2918 MAVERIK #444 MONTICELLO UT 1224186825
09/27	25,000.00	ONLINE XFER TO DDA ***8039 ID: 000005672 2321310221
09/28	69.99	24540458F114N3DFH 2918 RIVER CANYON WIRELESS 435-2598319 UT 1219789093
09/29	85.31	24427338FLYHPVW8N 2918 MAVERIK #444 MONTICELLO UT 1220791687
09/29	2.00	PAPER STATEMENT FEE 0000312547



September 29, 2017
REDROCK WELL SERVICE LLC

ZIONS BANK.

P.O. Box 30709, Salt Lake City, UT 84130-0709

5 CHECKS PROCESSED

Number	Date	Amount	Number	Date	Amount	Number	Date	Amount
1057	09/06	3,500.00	1059	09/08	485.25	1061	09/21	6,358.70
1058	09/11	780.32	1060	09/06	994.73			

AGGREGATE OVERDRAFT AND RETURNED ITEM FEES

	Total for This Period	Total Year-to-Date
Total Overdraft Fees	\$0.00	\$0.00
Total Returned Item Fees	\$0.00	\$0.00

To learn more about our other products and services that may lower the cost of managing account overdrafts or to discuss removing overdraft coverage from your account, please contact Customer Service or visit your local branch.

DAILY BALANCES

Date	Balance	Date	Balance	Date	Balance
09/05	109,152.86	09/13	101,294.64	09/22	118,245.79
09/06	104,658.13	09/14	125,148.67	09/25	118,171.25
09/07	102,063.13	09/18	125,053.67	09/27	93,171.25
09/08	102,564.65	09/19	124,968.58	09/28	93,101.26
09/11	101,369.64	09/21	118,401.66	09/29	93,013.95



ZIONS BANK
 P.O. Box 30709, Salt Lake City, UT 84130-0709

Statement of Accounts
 Page 1 of 6
 This Statement: September 29, 2017
 Last Statement: August 31, 2017

0106220 011P0453 **PRSR1 15 0 1673 84511

REDROCK WELL SERVICE LLC
 CASE #16-29891 DEBTOR IN POSSESSION
 1358 E HARRIS LANE
 PO BOX 37
 BLANDING UT 84511



For 24-hour account information, please contact:

1-800-789-BANK (2265)
 zionsbank.com



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SUMMARY OF ACCOUNT BALANCE

Account Type	Account Number	Checking/Savings Ending Balance	Outstanding Balances Owed
Basic Business Checking		\$25,155.50	

BASIC BUSINESS CHECKING

Previous Balance	Deposits/Credits	Charges/Debits	Checks Processed	Ending Balance
22,992.85	37,000.00	22,751.22	12,086.13	25,155.50

2 DEPOSITS/CREDITS

Date	Amount	Description
09/14	12,000.00	ONLINE XFER FROM DDA ***8047 ID: 000008661 2320916566
09/27	25,000.00	ONLINE XFER FROM DDA ***8047 ID: 000005672 2321310220

9 CHARGES/DEBITS

Date	Amount	Description
09/01	72.06	PAYCHEX EIB INVOICE X72738000026060REF # 017243003016317 1120891620
09/01	2,888.60	PAYCHEX TPS TAXES 72734600031689XREF # 017243003058893 1120892341
09/14	6,735.02	PAYCHEX INC. PAYROLL 72911800007297XREF # 017257002391169 1120592138
09/15	69.69	PAYCHEX EIB INVOICE X72919100042298REF # 017257002606869 1119151597
09/15	3,272.15	PAYCHEX TPS TAXES 72910200037003XREF # 017257002612832 1119151726
09/28	6,130.71	PAYCHEX INC. PAYROLL 73107900018874XREF # 017271001041652 1119627437
09/29	69.69	PAYCHEX EIB INVOICE X73116500007185REF # 017271001275477 1120082168
09/29	3,511.30	PAYCHEX TPS TAXES 73111700018638XREF # 017271001264084 1120082113
09/29	2.00	PAPER STATEMENT FEE 0000312546

12 CHECKS PROCESSED

Number	Date	Amount	Number	Date	Amount	Number	Date	Amount
1138	09/05	3,000.00	1142	09/11	400.00	1147	09/29	600.00
1139	09/01	3,000.00	1143	09/14	340.00	1148	09/29	841.84
1140	09/05	841.84	1145*	09/19	400.00	10164*	09/15	976.31
1141	09/05	694.30	1146	09/25	150.00	10167*	09/15	841.84

* Not in check sequence

AGGREGATE OVERDRAFT AND RETURNED ITEM FEES

	Total for This Period	Total Year-to-Date
Total Overdraft Fees	\$0.00	\$464.00
Total Returned Item Fees	\$0.00	\$0.00

To learn more about our other products and services that may lower the cost of managing account overdrafts or to discuss removing overdraft coverage from your account, please contact Customer Service or visit your local branch.



ZIONS BANK

P.O. Box 30709, Salt Lake City, UT 84130-0709

.....
DAILY BALANCES

<i>Date</i>	<i>Balance</i>	<i>Date</i>	<i>Balance</i>	<i>Date</i>	<i>Balance</i>
09/01	17,032.19	09/15	11,861.04	09/27	36,311.04
09/05	12,496.05	09/19	11,461.04	09/28	30,180.33
09/11	12,096.05	09/25	11,311.04	09/29	25,155.50
09/14	17,021.03				



12:22 PM
10/13/17
Accrual Basis

Red Rock Well Service
Profit & Loss
September 2017

	<u>Sep 17</u>
Ordinary Income/Expense	
Income	
Maintenance	17,915.00
Uncategorized Income	35,957.52
	<hr/>
Total Income	53,872.52
	<hr/>
Gross Profit	53,872.52
Expense	
bankruptcy Expense	7,000.00
Auto Loan	4,520.60
Computer and Internet Expenses	80.00
Payroll Expenses	2,928.19
	<hr/>
Total Expense	14,528.79
	<hr/>
Net Ordinary Income	39,343.73
	<hr/>
Net Income	<u>39,343.73</u>

12:24 PM
10/13/17
Accrual Basis

Red Rock Well Service
Balance Sheet
As of September 30, 2017

	<u>Sep 30, 17</u>
ASSETS	
Current Assets	
Checking/Savings	
Zions Operating	277,689.04
Zions Payroll	2,419.88
Checking at Wells Fargo Bank	-84,161.70
Red Rock Well Service	10,615.12
RedRock Well Service Payroll	-291,353.34
Total Checking/Savings	<u>-84,791.00</u>
Accounts Receivable	
Accounts Receivable	1,017,748.65
Total Accounts Receivable	<u>1,017,748.65</u>
Other Current Assets	
Misc Employee Fees	-51,912.00
Employee Fuel Charges	-395.59
Employee Advances	106,594.02
Undeposited Funds	2,500.00
Total Other Current Assets	<u>56,786.43</u>
Total Current Assets	<u>989,744.08</u>
Fixed Assets	
Equipment	
2013 F-350 Truck	47,497.81
Camper Trailer	34,045.00
2012 Mud Pump	85,000.00
2012 F-350 Truck	49,943.00
2012 Dodge Truck	26,389.95
2012 Ram Truck 2	40,606.95
Traiter	2,472.00
Equipment - Other	1,362,939.00
Total Equipment	<u>1,648,893.71</u>
Accumulated Depreciation	-1,522,387.00
Total Fixed Assets	<u>126,506.71</u>
Other Assets	
Good Will	460,918.00
Accumulated Amortzation	-187,958.00
Loan Costs	35,902.00
Accumu. Loan Cost Amortization	-17,950.00
Total Other Assets	<u>290,912.00</u>
TOTAL ASSETS	<u><u>1,407,162.79</u></u>
LIABILITIES & EQUITY	
Liabilities	
Current Liabilities	
Accounts Payable	
sub contractor	-171,902.90
Accounts Payable	4,014.03
Attorney Fees	-285.00
Reinbursement	-43,560.94
Total Accounts Payable	<u>-211,734.81</u>

**Red Rock Well Service
Balance Sheet
As of September 30, 2017**

12:24 PM
10/13/17
Accrual Basis

	Sep 30, 17
Other Current Liabilities	
Accrued Expenses	13,004.00
Sales Tax Payable	10,853.22
Navajo Sales Tax Payable	-7,889.70
Direct Deposit Liabilities	-1,457.72
Payroll Liabilities	410,883.68
Total Other Current Liabilities	425,393.48
Total Current Liabilities	213,658.67
Long Term Liabilities	
Note Payable 2013 F-350	36,970.64
N. Payable-F-350	16,418.66
N. Payable- Dodge Truck	4,044.00
N. Payable-Ram 2	21,200.32
SBA Note Payable	937,414.29
Total Long Term Liabilities	1,016,047.91
Total Liabilities	1,229,706.58
Equity	
S Corp Distribution	-871,891.10
Opening Balance Equity	59,596.62
Owners Equity	689,089.95
Seeley Buyout	-120,970.00
Net Income	421,630.74
Total Equity	177,456.21
TOTAL LIABILITIES & EQUITY	1,407,162.79



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Home Mortgage Calculator

Borrower: RedRock Well Service LLC
[Address, City, ST ZIP]
Phone: [Phone]

Lender: Internal Revenus Service (IRS)
[Address, City, ST ZIP]
Phone: [Phone]

Mortgage Information

Loan Amount	291,380.20
Annual Interest Rate	4.00%
Term Length (in Years)	5
First Payment Date	1/1/2018
Compound Period	Monthly
Payment Frequency	Monthly
Monthly Payment	5,366.21

Home Value or Price	291,380.20
Yearly Property Taxes	-
Yearly H.O. Insurance	-
Monthly PMI	-
PITI Payment	5,366.21

Extra Payments

Start at Payment No	1
Extra Payment	\$ -
Payment Interval	1
Extra Annual Payment	\$ -
Payment # (1-12)	1
Total Extra Payments	-
Interest Savings	-

Balance at a Specified Year

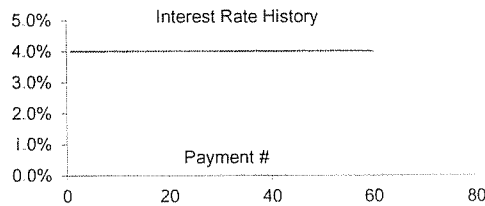
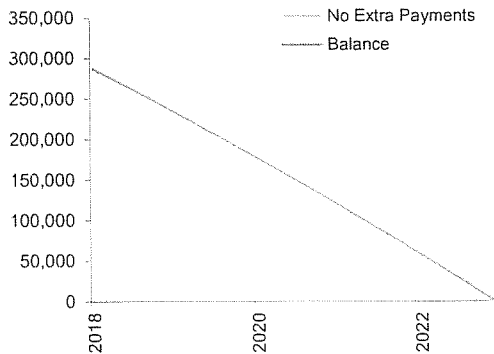
Balance at Year ...	5
Date	12/1/2022
Interest Paid	30,592.42
Principal Paid	291,380.20
Outstanding Balance	-

Summary

Years Until Paid Off	5
Number of Payments	60
Last Payment Date	12/1/2022
Total Payments	321,972.62
Total Interest	30,592.42

Fixed-Rate or ARM

Variable or Fixed Rate	Fixed Rate
Years Rate Remains Fixed	3
Interest Rate Cap	12.00%
Interest Rate Minimum	4.00%
Periods Between Adjustments	12
Estimated Adjustment	0.25%
Highest Monthly Payment	5,366.23



Payment Schedule

No.	Payment Date	Year	Interest Rate	Interest Due	Payment Due	Extra Payments	Additional Payment	Principal Paid	Balance	Tax Returned	Cmltv Tax Returned
									\$291,380.20		
1	1/1/2018		4.000%	971.27	5,366.21	0.00		4,394.94	286,985.26	0.00	0.00
2	2/1/2018		4.000%	956.62	5,366.21	0.00		4,409.59	282,575.67	0.00	0.00
3	3/1/2018		4.000%	941.92	5,366.21	0.00		4,424.29	278,151.38	0.00	0.00
4	4/1/2018		4.000%	927.17	5,366.21	0.00		4,439.04	273,712.34	0.00	0.00
5	5/1/2018		4.000%	912.37	5,366.21	0.00		4,453.84	269,258.50	0.00	0.00
6	6/1/2018		4.000%	897.53	5,366.21	0.00		4,468.68	264,789.82	0.00	0.00
7	7/1/2018		4.000%	882.63	5,366.21	0.00		4,483.58	260,306.24	0.00	0.00
8	8/1/2018		4.000%	867.69	5,366.21	0.00		4,498.52	255,807.72	0.00	0.00
9	9/1/2018		4.000%	852.69	5,366.21	0.00		4,513.52	251,294.20	0.00	0.00
10	10/1/2018		4.000%	837.65	5,366.21	0.00		4,528.56	246,765.64	0.00	0.00
11	11/1/2018		4.000%	822.55	5,366.21	0.00		4,543.66	242,221.98	0.00	0.00
12	12/1/2018	1	4.000%	807.41	5,366.21	0.00		4,558.80	237,663.18	0.00	0.00
13	1/1/2019		4.000%	792.21	5,366.21	0.00		4,574.00	233,089.18	0.00	0.00
14	2/1/2019		4.000%	776.96	5,366.21	0.00		4,589.25	228,499.93	0.00	0.00
15	3/1/2019		4.000%	761.67	5,366.21	0.00		4,604.54	223,895.39	0.00	0.00
16	4/1/2019		4.000%	746.32	5,366.21	0.00		4,619.89	219,275.50	0.00	0.00

No.	Payment Date	Year	Interest Rate	Interest Due	Payment Due	Extra Payments	Additional Payment	Principal Paid	Balance	Tax Returned	Cmltv Tax Returned
17	5/1/2019		4.000%	730.92	5,366.21	0.00		4,635.29	214,640.21	0.00	0.00
18	6/1/2019		4.000%	715.47	5,366.21	0.00		4,650.74	209,989.47	0.00	0.00
19	7/1/2019		4.000%	699.96	5,366.21	0.00		4,666.25	205,323.22	0.00	0.00
20	8/1/2019		4.000%	684.41	5,366.21	0.00		4,681.80	200,641.42	0.00	0.00
21	9/1/2019		4.000%	668.80	5,366.21	0.00		4,697.41	195,944.01	0.00	0.00
22	10/1/2019		4.000%	653.15	5,366.21	0.00		4,713.06	191,230.95	0.00	0.00
23	11/1/2019		4.000%	637.44	5,366.21	0.00		4,728.77	186,502.18	0.00	0.00
24	12/1/2019	2	4.000%	621.67	5,366.21	0.00		4,744.54	181,757.64	0.00	0.00
25	1/1/2020		4.000%	605.86	5,366.21	0.00		4,760.35	176,997.29	0.00	0.00
26	2/1/2020		4.000%	589.99	5,366.21	0.00		4,776.22	172,221.07	0.00	0.00
27	3/1/2020		4.000%	574.07	5,366.21	0.00		4,792.14	167,428.93	0.00	0.00
28	4/1/2020		4.000%	558.10	5,366.21	0.00		4,808.11	162,620.82	0.00	0.00
29	5/1/2020		4.000%	542.07	5,366.21	0.00		4,824.14	157,796.68	0.00	0.00
30	6/1/2020		4.000%	525.99	5,366.21	0.00		4,840.22	152,956.46	0.00	0.00
31	7/1/2020		4.000%	509.85	5,366.21	0.00		4,856.36	148,100.10	0.00	0.00
32	8/1/2020		4.000%	493.67	5,366.21	0.00		4,872.54	143,227.56	0.00	0.00
33	9/1/2020		4.000%	477.43	5,366.21	0.00		4,888.78	138,338.78	0.00	0.00
34	10/1/2020		4.000%	461.13	5,366.21	0.00		4,905.08	133,433.70	0.00	0.00
35	11/1/2020		4.000%	444.78	5,366.21	0.00		4,921.43	128,512.27	0.00	0.00
36	12/1/2020	3	4.000%	428.37	5,366.21	0.00		4,937.84	123,574.43	0.00	0.00
37	1/1/2021		4.000%	411.91	5,366.21	0.00		4,954.30	118,620.13	0.00	0.00
38	2/1/2021		4.000%	395.40	5,366.21	0.00		4,970.81	113,649.32	0.00	0.00
39	3/1/2021		4.000%	378.83	5,366.21	0.00		4,987.38	108,661.94	0.00	0.00
40	4/1/2021		4.000%	362.21	5,366.21	0.00		5,004.00	103,657.94	0.00	0.00
41	5/1/2021		4.000%	345.53	5,366.21	0.00		5,020.68	98,637.26	0.00	0.00
42	6/1/2021		4.000%	328.79	5,366.21	0.00		5,037.42	93,599.84	0.00	0.00
43	7/1/2021		4.000%	312.00	5,366.21	0.00		5,054.21	88,545.63	0.00	0.00
44	8/1/2021		4.000%	295.15	5,366.21	0.00		5,071.06	83,474.57	0.00	0.00
45	9/1/2021		4.000%	278.25	5,366.21	0.00		5,087.96	78,386.61	0.00	0.00
46	10/1/2021		4.000%	261.29	5,366.21	0.00		5,104.92	73,281.69	0.00	0.00
47	11/1/2021		4.000%	244.27	5,366.21	0.00		5,121.94	68,159.75	0.00	0.00
48	12/1/2021	4	4.000%	227.20	5,366.21	0.00		5,139.01	63,020.74	0.00	0.00
49	1/1/2022		4.000%	210.07	5,366.21	0.00		5,156.14	57,864.60	0.00	0.00
50	2/1/2022		4.000%	192.88	5,366.21	0.00		5,173.33	52,691.27	0.00	0.00
51	3/1/2022		4.000%	175.64	5,366.21	0.00		5,190.57	47,500.70	0.00	0.00
52	4/1/2022		4.000%	158.34	5,366.21	0.00		5,207.87	42,292.83	0.00	0.00
53	5/1/2022		4.000%	140.98	5,366.21	0.00		5,225.23	37,067.60	0.00	0.00
54	6/1/2022		4.000%	123.56	5,366.21	0.00		5,242.65	31,824.95	0.00	0.00
55	7/1/2022		4.000%	106.08	5,366.21	0.00		5,260.13	26,564.82	0.00	0.00
56	8/1/2022		4.000%	88.55	5,366.21	0.00		5,277.66	21,287.16	0.00	0.00
57	9/1/2022		4.000%	70.96	5,366.21	0.00		5,295.25	15,991.91	0.00	0.00
58	10/1/2022		4.000%	53.31	5,366.21	0.00		5,312.90	10,679.01	0.00	0.00
59	11/1/2022		4.000%	35.60	5,366.21	0.00		5,330.61	5,348.40	0.00	0.00
60	12/1/2022	5	4.000%	17.83	5,366.23	0.00		5,348.40	0.00	0.00	0.00

Home Mortgage Calculator



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Home Mortgage Calculator

Borrower: RedRock Well Service LLC
 [Address, City, ST ZIP]
 Phone: [Phone]

Lender: Wells Fargo Bank
 [Address, City, ST ZIP]
 Phone: [Phone]

Mortgage Information

Loan Amount	66,000.00
Annual Interest Rate	5.00%
Term Length (in Years)	5
First Payment Date	1/18/2018
Compound Period	Monthly
Payment Frequency	Monthly
Monthly Payment	1,245.50

Home Value or Price	66,000.00
Yearly Property Taxes	-
Yearly H.O. Insurance	-
Monthly PMI	-
PITI Payment	1,245.50

Extra Payments

Start at Payment No	1
Extra Payment	\$ -
Payment Interval	1
Extra Annual Payment	\$ -
Payment # (1-12)	1
Total Extra Payments	-
Interest Savings	-

Balance at a Specified Year

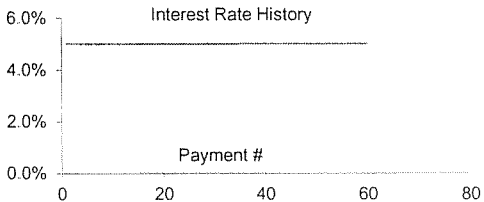
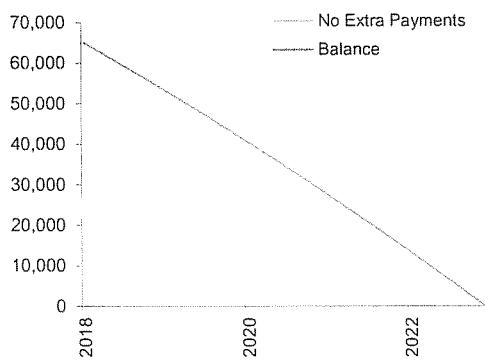
Balance at Year ...	5
Date	12/18/2022
Interest Paid	8,730.12
Principal Paid	66,000.00
Outstanding Balance	-

Summary

Years Until Paid Off	5
Number of Payments	60
Last Payment Date	12/18/2022
Total Payments	74,730.12
Total Interest	8,730.12

Fixed-Rate or ARM

Variable or Fixed Rate	Fixed Rate
Years Rate Remains Fixed	3
Interest Rate Cap	12.00%
Interest Rate Minimum	4.00%
Periods Between Adjustments	12
Estimated Adjustment	0.25%
Highest Monthly Payment	1,245.62



Payment Schedule

No.	Payment Date	Year	Interest Rate	Interest Due	Payment Due	Extra Payments	Additional Payment	Principal Paid	Balance	Tax Returned	Cmltv Tax Returned
									\$66,000.00		
1	1/18/2018		5.000%	275.00	1,245.50	0.00		970.50	65,029.50	0.00	0.00
2	2/18/2018		5.000%	270.96	1,245.50	0.00		974.54	64,054.96	0.00	0.00
3	3/18/2018		5.000%	266.90	1,245.50	0.00		978.60	63,076.36	0.00	0.00
4	4/18/2018		5.000%	262.82	1,245.50	0.00		982.68	62,093.68	0.00	0.00
5	5/18/2018		5.000%	258.72	1,245.50	0.00		986.78	61,106.90	0.00	0.00
6	6/18/2018		5.000%	254.61	1,245.50	0.00		990.89	60,116.01	0.00	0.00
7	7/18/2018		5.000%	250.48	1,245.50	0.00		995.02	59,120.99	0.00	0.00
8	8/18/2018		5.000%	246.34	1,245.50	0.00		999.16	58,121.83	0.00	0.00
9	9/18/2018		5.000%	242.17	1,245.50	0.00		1,003.33	57,118.50	0.00	0.00
10	10/18/2018		5.000%	237.99	1,245.50	0.00		1,007.51	56,110.99	0.00	0.00
11	11/18/2018		5.000%	233.80	1,245.50	0.00		1,011.70	55,099.29	0.00	0.00
12	12/18/2018	1	5.000%	229.58	1,245.50	0.00		1,015.92	54,083.37	0.00	0.00
13	1/18/2019		5.000%	225.35	1,245.50	0.00		1,020.15	53,063.22	0.00	0.00
14	2/18/2019		5.000%	221.10	1,245.50	0.00		1,024.40	52,038.82	0.00	0.00
15	3/18/2019		5.000%	216.83	1,245.50	0.00		1,028.67	51,010.15	0.00	0.00
16	4/18/2019		5.000%	212.54	1,245.50	0.00		1,032.96	49,977.19	0.00	0.00

No.	Payment Date	Year	Interest Rate	Interest Due	Payment Due	Extra Payments	Additional Payment	Principal Paid	Balance	Tax Returned	Cmltv Tax Returned
17	5/18/2019		5.000%	208.24	1,245.50	0.00		1,037.26	48,939.93	0.00	0.00
18	6/18/2019		5.000%	203.92	1,245.50	0.00		1,041.58	47,898.35	0.00	0.00
19	7/18/2019		5.000%	199.58	1,245.50	0.00		1,045.92	46,852.43	0.00	0.00
20	8/18/2019		5.000%	195.22	1,245.50	0.00		1,050.28	45,802.15	0.00	0.00
21	9/18/2019		5.000%	190.84	1,245.50	0.00		1,054.66	44,747.49	0.00	0.00
22	10/18/2019		5.000%	186.45	1,245.50	0.00		1,059.05	43,688.44	0.00	0.00
23	11/18/2019		5.000%	182.04	1,245.50	0.00		1,063.46	42,624.98	0.00	0.00
24	12/18/2019	2	5.000%	177.60	1,245.50	0.00		1,067.90	41,557.08	0.00	0.00
25	1/18/2020		5.000%	173.15	1,245.50	0.00		1,072.35	40,484.73	0.00	0.00
26	2/18/2020		5.000%	168.69	1,245.50	0.00		1,076.81	39,407.92	0.00	0.00
27	3/18/2020		5.000%	164.20	1,245.50	0.00		1,081.30	38,326.62	0.00	0.00
28	4/18/2020		5.000%	159.69	1,245.50	0.00		1,085.81	37,240.81	0.00	0.00
29	5/18/2020		5.000%	155.17	1,245.50	0.00		1,090.33	36,150.48	0.00	0.00
30	6/18/2020		5.000%	150.63	1,245.50	0.00		1,094.87	35,055.61	0.00	0.00
31	7/18/2020		5.000%	146.07	1,245.50	0.00		1,099.43	33,956.18	0.00	0.00
32	8/18/2020		5.000%	141.48	1,245.50	0.00		1,104.02	32,852.16	0.00	0.00
33	9/18/2020		5.000%	136.88	1,245.50	0.00		1,108.62	31,743.54	0.00	0.00
34	10/18/2020		5.000%	132.26	1,245.50	0.00		1,113.24	30,630.30	0.00	0.00
35	11/18/2020		5.000%	127.63	1,245.50	0.00		1,117.87	29,512.43	0.00	0.00
36	12/18/2020	3	5.000%	122.97	1,245.50	0.00		1,122.53	28,389.90	0.00	0.00
37	1/18/2021		5.000%	118.29	1,245.50	0.00		1,127.21	27,262.69	0.00	0.00
38	2/18/2021		5.000%	113.59	1,245.50	0.00		1,131.91	26,130.78	0.00	0.00
39	3/18/2021		5.000%	108.88	1,245.50	0.00		1,136.62	24,994.16	0.00	0.00
40	4/18/2021		5.000%	104.14	1,245.50	0.00		1,141.36	23,852.80	0.00	0.00
41	5/18/2021		5.000%	99.39	1,245.50	0.00		1,146.11	22,706.69	0.00	0.00
42	6/18/2021		5.000%	94.61	1,245.50	0.00		1,150.89	21,555.80	0.00	0.00
43	7/18/2021		5.000%	89.82	1,245.50	0.00		1,155.68	20,400.12	0.00	0.00
44	8/18/2021		5.000%	85.00	1,245.50	0.00		1,160.50	19,239.62	0.00	0.00
45	9/18/2021		5.000%	80.17	1,245.50	0.00		1,165.33	18,074.29	0.00	0.00
46	10/18/2021		5.000%	75.31	1,245.50	0.00		1,170.19	16,904.10	0.00	0.00
47	11/18/2021		5.000%	70.43	1,245.50	0.00		1,175.07	15,729.03	0.00	0.00
48	12/18/2021	4	5.000%	65.54	1,245.50	0.00		1,179.96	14,549.07	0.00	0.00
49	1/18/2022		5.000%	60.62	1,245.50	0.00		1,184.88	13,364.19	0.00	0.00
50	2/18/2022		5.000%	55.68	1,245.50	0.00		1,189.82	12,174.37	0.00	0.00
51	3/18/2022		5.000%	50.73	1,245.50	0.00		1,194.77	10,979.60	0.00	0.00
52	4/18/2022		5.000%	45.75	1,245.50	0.00		1,199.75	9,779.85	0.00	0.00
53	5/18/2022		5.000%	40.75	1,245.50	0.00		1,204.75	8,575.10	0.00	0.00
54	6/18/2022		5.000%	35.73	1,245.50	0.00		1,209.77	7,365.33	0.00	0.00
55	7/18/2022		5.000%	30.69	1,245.50	0.00		1,214.81	6,150.52	0.00	0.00
56	8/18/2022		5.000%	25.63	1,245.50	0.00		1,219.87	4,930.65	0.00	0.00
57	9/18/2022		5.000%	20.54	1,245.50	0.00		1,224.96	3,705.69	0.00	0.00
58	10/18/2022		5.000%	15.44	1,245.50	0.00		1,230.06	2,475.63	0.00	0.00
59	11/18/2022		5.000%	10.32	1,245.50	0.00		1,235.18	1,240.45	0.00	0.00
60	12/18/2022	5	5.000%	5.17	1,245.62	0.00		1,240.45	0.00	0.00	0.00

REDROCK WELSRVICE, LLC
 PROJECTED CASH FLOW FOR 2017 - 2020
 CHAPTER 11 CASE # 16-296891
 EXHIBIT 6

	ACTUAL Nov-16	ACTUAL Dec-16	ACTUAL Jan-17	ACTUAL Feb-17	ACTUAL Mar-17	ACTUAL Apr-17	ACTUAL May-17	ACTUAL Jun-17
<u>Beginning Balance</u>	-750.00	60,096.62	16,150.43	62,923.05	73,167.63	63,442.68	89,058.88	49,496.13
<u>Income</u>								
Net Income	72,609.25	0.00	75,516.85	40,230.00	45,745.00	82,703.95	29,849.00	40,094.00
<u>Business Expenses</u>								
Total Expenses	-11,762.63	-43,946.19	-28,744.23	-29,985.42	-55,469.95	-57,087.75	-69,411.75	-54,496.62
<u>Bankruptcy Expenses and Payments</u>								
Quarterly Trustees Fees	0.00	0.00	-975.00	0.00	0.00	-975.00	0.00	0.00
Funds Available for Unsecured Creditors & Other Administrative Expenses	60,096.62	16,150.43	62,923.05	73,167.63	63,442.68	89,058.88	49,496.13	35,093.51

REDROCK WELSRVICE, LLC
 PROJECTED CASH FLOW FOR 2017 - 2020
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	Actual Jul-17	Actual Aug-17	Actual Sep-17	PROJECTED Oct-17	PROJECTED Nov-17	PROJECTED Dec-17	2017 TOTALS
<u>Beginning Balance</u>	35,093.51	131,338.82	132,392.66	118,169.45	126,169.45	134,169.45	16,150.43
<u>Income</u>							
Net Income	152,860.20	38,996.89	41,807.52	55,000.00	55,000.00	55,000.00	712,803.41
<u>Business Expenses</u>							
Total Expenses	-56,614.89	-37,943.05	-56,030.73	-47,000.00	-47,000.00	-47,000.00	-586,784.39
<u>Bankruptcy Expenses and Payments</u>							
Quarterly Trustees Fees	-975.00	0.00	0.00	-975.00	0.00	0.00	-3,900.00
Funds Available for Unsecured Creditors & Other Administrative Expenses	131,338.82	132,392.66	118,169.45	126,169.45	134,169.45	142,169.45	142,169.45

REDROCK WELSRVICE, LLC
 PROJECTED CASH FLOW FOR 2017 - 2020
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	2018 TOTALS	2019 TOTALS	2020 TOTALS
<u>Beginning Balance</u>	142,169.45	178,169.45	214,169.45
<u>Income</u>	660,000.00	660,000.00	660,000.00
Net Income	-	-	-
<u>Business Expenses</u>	-624,000.00	-624,000.00	-624,000.00
Total Expenses	-3,900.00	-3,900.00	-3,900.00
<u>Bankruptcy Expenses and Payments</u>			
Quarterly Trustees Fees			
Funds Available for Unsecured Creditors & Other Administrative Expenses	178,169.45	214,169.45	250,169.45

**REDROCK WELL SERVICE, LLC
CHAPTER 7 - LIQUIDATION ANALYSIS
CHAPTER 11 CASE #16-29891
EXHIBIT 7**

ASSET	LIQUIDATION VALUE	LIENHOLDER	LIEN AMOUNT	NET
Schedule A -- Real Property: None	\$ -			
Schedule B -- Personal Property: Checking and Savings Accounts as of Petition Date	\$ -			
Accounts Receivable	\$ (750.00) *	NA	\$ 25,065.00	\$ (750.00)
2012 Dodge 2500 ST Pickup Truck	\$ 25,065.00	IRS	\$ 8,960.00	
2013 Ford F350 Super Duty Diesel Pickup Truck	\$ 8,960.00	Ally Financial	\$ 18,073.00	
2012 Ford F350 Super Duty Diesel Pickup Truck	\$ 18,073.00	Ally Bank	\$ 6,512.69	
2012 Ford F350 Super Duty Diesel Pickup Truck	\$ 6,512.69	Ford Motor Credit Company	\$ 101,000.00	
Equipment and Vehicles	\$ 101,000.00	Wells Fargo	\$ (750.00)	
	<u>\$ 158,860.69</u>			
Total Assets:				
CHAPTER 7 ADMINISTRATIVE CLAIMS:				
Professionals:				
Trustee Compensation	\$ -			
Attorney for Trustee Fees/Costs	\$ 5,000.00			
Auctioneer for Trustee	\$ 5,000.00			
	\$ 15,886.07			
Total:	<u>\$ 25,886.07</u>			
CHAPTER 11 ADMINISTRATIVE CLAIMS:				
Professionals:				
Attorney Fees/Costs (Estimated)	\$ 60,000.00			
Total:	<u>\$ 60,000.00</u>			
Post-Petition Liabilities:				
Total	<u>0.00</u>			
Total Chapter 7 & 11 Administrative Claims:	<u>\$ 85,886.07</u>			<u>\$ 85,886.07</u>

REDROCK WELL SERVICE, LLC
 CHAPTER 7 - LIQUIDATION ANALYSIS
 CHAPTER 11 CASE #16-29891
 EXHIBIT 7

ASSET	LIQUIDATION VALUE	LIENHOLDER	LIEN AMOUNT	NET
Priority Creditors:	<u>291,380.20</u>			<u>291,380.20</u>
Unsecured Creditors with Allowed Claims:				
See Exhibit 2	\$ 717,828.83			
Total	<u>\$ 717,828.83</u>			<u>\$ (378,016.27)</u>
DIVIDEND	<u>0%</u>			

REDROCK WELL SERVICE, LLC
CHAPTER 7 - LIQUIDATION ANALYSIS
CHAPTER 11 CASE #16-29891
EXHIBIT 7

ASSET	LIQUIDATION VALUE	LIENHOLDER	LIEN AMOUNT	NET
Schedule A -- Real Property:				
None	\$ -			
Schedule B -- Personal Property:				
Checking and Savings Accounts as of Petition Date				
Accounts Receivable	\$ 118,169.45 *	IRS	\$ 118,169.45	\$ -
2012 Dodge 2500 ST Pickup Truck	\$ 25,065.00	IRS	\$ 25,065.00	
2013 Ford F350 Super Duty Diesel Pickup Truck	\$ 8,960.00	Ally Financial	\$ 8,960.00	
2012 Ford F350 Super Duty Diesel Pickup Truck	\$ 18,073.00	Ally Bank	\$ 18,073.00	
2012 Ford F350 Super Duty Diesel Pickup Truck	\$ 6,512.69	Ford Motor Credit Company	\$ 6,512.69	
Equipment and Vehicles	\$ 101,000.00	Wells Fargo	\$ 101,000.00	
	<u>\$ 277,780.14</u>			
Total Assets:				
CHAPTER 7 ADMINISTRATIVE CLAIMS:				
Professionals:				
Trustee Compensation	\$ -			
Attorney for Trustee Fees/Costs	\$ 5,000.00			
Auctioneer for Trustee	\$ 5,000.00			
	\$ 27,778.01			
	<u>\$ 37,778.01</u>			
CHAPTER 11 ADMINISTRATIVE CLAIMS:				
Professionals:				
Attorney Fees/Costs (Estimated)	\$ 60,000.00			
	<u>\$ 60,000.00</u>			
Post-Petition Liabilities:				
	<u>\$ 0.00</u>			
	<u>\$ 97,778.01</u>			
Total Chapter 7 & 11 Administrative Claims:				
	<u>\$ 97,778.01</u>			<u>\$ 97,778.01</u>

REDROCK WELL SERVICE, LLC
 CHAPTER 7 - LIQUIDATION ANALYSIS
 CHAPTER 11 CASE #16-29891
 EXHIBIT 7

	ASSET	LIQUIDATION VALUE	LIENHOLDER	LIEN AMOUNT	NET
Priority Creditors:		<u>291,380.20</u>			<u>291,380.20</u>
Unsecured Creditors with Allowed Claims:					
See Exhibit 2	\$	717,828.83			
Total	\$	<u>717,828.83</u>			<u>(389,158.21)</u>
DIVIDEND		<u>0%</u>			