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**SECURITIES AND EXCHANGE COMMISSION**  
**Washington, D.C. 20549**

**SCHEDULE 13D**

Under the Securities Exchange Act of 1934

(Amendment No. 3)\*

Atlas Energy Solutions Inc.

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(Name of Issuer)

Common Stock, par value \$0.01

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(Title of Class of Securities)

642045108

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(CUSIP Number)

Ben M. Brigham  
5918 W. Courtyard Drive, Suite 500,  
Austin, TX, 78730  
(512) 220-1200

Douglas E. McWilliams  
Vinson & Elkins L.L.P., 200 West 6th Street, Suite 2500  
Austin, TX, 78701  
(512) 542-8400

Thomas G. Zentner  
Vinson & Elkins L.L.P., 200 West 6th Street, Suite 2500  
Austin, TX, 78701  
(512) 542-8400

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(Name, Address and Telephone Number of Person Authorized to Receive Notices and Communications)

02/03/2025

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(Date of Event Which Requires Filing of This Statement)

If the filing person has previously filed a statement on Schedule 13G to report the acquisition that is the subject of this Schedule 13D, and is filing this schedule because of §§ 240.13d-1(e), 240.13d-1(f) or 240.13d-1(g), check the following box.

The information required on the remainder of this cover page shall not be deemed to be "filed" for the purpose of Section 18 of the Securities Exchange Act of 1934 ("Act") or otherwise subject to the liabilities of that section of the Act but shall be subject to all other provisions of the Act (however, see the Notes).

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SCHEDULE 13D

CUSIP No.

642045108

1

Name of reporting person

Ben M. Brigham

2	Check the appropriate box if a member of a Group (See Instructions)	
	<input checked="" type="checkbox"/> (a)	
	<input type="checkbox"/> (b)	
3	SEC use only	
4	Source of funds (See Instructions)	
	OO	
5	Check if disclosure of legal proceedings is required pursuant to Items 2(d) or 2(e)	
	<input type="checkbox"/>	
6	Citizenship or place of organization	
	UNITED STATES	
Number of Shares Beneficially Owned by Each Reporting Person With:	7	Sole Voting Power
		533,241.00
	8	Shared Voting Power
		43,501,590.00
9	Sole Dispositive Power	
	533,241.00	
10	Shared Dispositive Power	
	0.00	
11	Aggregate amount beneficially owned by each reporting person	
	44,034,831.00	
12	Check if the aggregate amount in Row (11) excludes certain shares (See Instructions)	
	<input type="checkbox"/>	
13	Percent of class represented by amount in Row (11)	
	36.2 %	
14	Type of Reporting Person (See Instructions)	
	IN	

Comment for Type of Reporting Person:  
Rows 7 and 9

Reported shares of common stock of the Issuer, par value \$0.01 per share ("Common Stock"), are held directly by Ben M. Brigham.

Rows 8 and 11

Includes (a) 3,800,000 shares of Common Stock held directly by Anne and Bud Unvested (as defined below), (b) 9,968,045 shares of Common Stock held directly by Anne and Bud Vested (as defined below) and (c) 896,290 shares of Common Stock held directly by Brigham Children's LP (as defined below). Mr. Brigham is the manager of Anne and Bud Unvested, the manager of Anne and Bud Vested and the co-manager of BCFP GP (as defined below), which is the general partner of Brigham Children's LP. Therefore, Mr. Brigham may be deemed to share the right to direct the voting or disposition of the shares directly held by Anne and Bud Unvested, Anne and Bud Vested and Brigham Children's LP. Mr. Brigham disclaims beneficial ownership of the reported shares except to the extent of his pecuniary interest therein. Additionally, as a result of the Amended and Restated Stockholders' Agreement (the "A&R Stockholders' Agreement") described in Item 5 below, Mr. Brigham may be deemed to have shared voting power with respect to an additional 28,837,255 shares of Common Stock with respect to the matters covered by the A&R Stockholders' Agreement.

Row 13

This calculation is based on a total of 121,716,836 shares of Common Stock, consisting of (i) 110,216,836 shares of Common Stock outstanding as of October 24, 2024, as reported by the Issuer in its Quarterly Report on Form 10-Q for the quarterly period ended September 30, 2024 (the "Quarterly Report"), filed with the U.S. Securities and Exchange Commission (the "SEC") on October 29, 2024 and (ii) 11,500,000 shares of Common Stock issued in an underwritten offering, pursuant to an underwriting agreement by and among the Issuer and Goldman Sachs & Co. LLC and Piper Sandler & Co., as representatives of the several underwriters (the "Offering"), as disclosed in the Issuer's Current Report on Form 8-K, filed with the SEC on February 3, 2025 (the "Offering 8-K").

SCHEDULE 13D

CUSIP No.	642045108
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1	<b>Name of reporting person</b> Anne and Bud Oil & Gas Unvested LLC	
2	<b>Check the appropriate box if a member of a Group (See Instructions)</b> <input checked="" type="checkbox"/> (a) <input type="checkbox"/> (b)	
3	<b>SEC use only</b>	
4	<b>Source of funds (See Instructions)</b> OO	
5	<b>Check if disclosure of legal proceedings is required pursuant to Items 2(d) or 2(e)</b> <input type="checkbox"/>	
6	<b>Citizenship or place of organization</b> TEXAS	
Number of Shares Beneficially Owned by Each Reporting Person With:	7	<b>Sole Voting Power</b> 0.00
	8	<b>Shared Voting Power</b> 3,800,000.00
	9	<b>Sole Dispositive Power</b> 0.00
	10	<b>Shared Dispositive Power</b> 3,800,000.00
11	<b>Aggregate amount beneficially owned by each reporting person</b> 3,800,000.00	
12	<b>Check if the aggregate amount in Row (11) excludes certain shares (See Instructions)</b> <input type="checkbox"/>	
13	<b>Percent of class represented by amount in Row (11)</b> 3.1 %	
14	<b>Type of Reporting Person (See Instructions)</b> OO	

**Comment for Type of Reporting Person:**  
Rows 8, 10 and 11

Reported shares of Common Stock are held directly by Anne and Bud Oil & Gas Unvested LLC ("Anne and Bud Unvested"). Ben M. Brigham is the manager of Anne and Bud Unvested and may, therefore, be deemed to beneficially own the shares that are reported as beneficially owned by Anne and Bud Unvested.

Row 13

This calculation is based on a total of 121,716,836 shares of Common Stock, consisting of (i) 110,216,836 shares of Common Stock outstanding as of October 24, 2024, as reported by the Issuer in the Quarterly Report and (ii) 11,500,000 shares of Common Stock issued in the Offering, as disclosed in the Offering 8-K.

SCHEDULE 13D

<b>CUSIP No.</b>	642045108
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1	<b>Name of reporting person</b> Anne and Bud Oil & Gas Vested LLC	
2	<b>Check the appropriate box if a member of a Group (See Instructions)</b> <input checked="" type="checkbox"/> (a) <input type="checkbox"/> (b)	
3	<b>SEC use only</b>	
4	<b>Source of funds (See Instructions)</b> OO	
5	<b>Check if disclosure of legal proceedings is required pursuant to Items 2(d) or 2(e)</b> <input type="checkbox"/>	
6	<b>Citizenship or place of organization</b> TEXAS	
<b>Number of Shares Beneficially Owned by Each Reporting Person With:</b>	7	<b>Sole Voting Power</b> 0.00
	8	<b>Shared Voting Power</b> 9,968,045.00
	9	<b>Sole Dispositive Power</b> 0.00
	10	<b>Shared Dispositive Power</b> 9,968,045.00
11	<b>Aggregate amount beneficially owned by each reporting person</b> 9,968,045.00	
12	<b>Check if the aggregate amount in Row (11) excludes certain shares (See Instructions)</b> <input type="checkbox"/>	
13	<b>Percent of class represented by amount in Row (11)</b> 8.2 %	
14	<b>Type of Reporting Person (See Instructions)</b> OO	

**Comment for Type of Reporting Person:**  
Rows 8, 10 and 11

Reported shares of Common Stock are held directly by Anne and Bud Oil & Gas Vested LLC ("Anne and Bud Vested"). Ben M. Brigham is the manager of Anne and Bud Vested and may, therefore, be deemed to beneficially own the shares that are reported as beneficially owned by Anne and Bud Vested.

Row 13

This calculation is based on a total of 121,716,836 shares of Common Stock, consisting of (i) 110,216,836 shares of Common Stock outstanding as of October 24, 2024, as reported by the Issuer in the Quarterly Report and (ii) 11,500,000 shares of Common Stock issued in the Offering, as disclosed in the Offering 8-K.

SCHEDULE 13D

<b>CUSIP No.</b>	642045108
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1	<b>Name of reporting person</b> Brigham Children's Family LP	
2	<b>Check the appropriate box if a member of a Group (See Instructions)</b> <input checked="" type="checkbox"/> (a) <input type="checkbox"/> (b)	
3	<b>SEC use only</b>	
4	<b>Source of funds (See Instructions)</b> OO	
5	<b>Check if disclosure of legal proceedings is required pursuant to Items 2(d) or 2(e)</b> <input type="checkbox"/>	
6	<b>Citizenship or place of organization</b> TEXAS	
<b>Number of Shares Beneficially Owned by Each Reporting Person With:</b>	7	<b>Sole Voting Power</b> 0.00
	8	<b>Shared Voting Power</b> 896,290.00
	9	<b>Sole Dispositive Power</b> 0.00
	10	<b>Shared Dispositive Power</b> 896,290.00
11	<b>Aggregate amount beneficially owned by each reporting person</b> 896,290.00	
12	<b>Check if the aggregate amount in Row (11) excludes certain shares (See Instructions)</b> <input type="checkbox"/>	
13	<b>Percent of class represented by amount in Row (11)</b> 0.7 %	
14	<b>Type of Reporting Person (See Instructions)</b> PN	

**Comment for Type of Reporting Person:**  
Rows 8, 10 and 11

Reported shares of Common Stock are held directly by Brigham Children's Family LP ("Brigham Children's LP"). Mr. Brigham is the co-manager of BCFP GP, LLC ("BCFP GP"), which is the general partner of Brigham Children's LP. Therefore, each of Mr. Brigham and BCFP GP may be deemed to beneficially own the shares that are reported as beneficially owned by Brigham Children's LP.

Row 13

This calculation is based on a total of 121,716,836 shares of Common Stock, consisting of (i) 110,216,836 shares of Common Stock outstanding as of October 24, 2024, as reported by the Issuer in the Quarterly Report and (ii) 11,500,000 shares of Common Stock issued in the Offering, as disclosed in the Offering 8-K.

SCHEDULE 13D

CUSIP No.	642045108
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1	Name of reporting person BCFP GP, LLC	
2	Check the appropriate box if a member of a Group (See Instructions) <input checked="" type="checkbox"/> (a) <input type="checkbox"/> (b)	
3	SEC use only	
4	Source of funds (See Instructions) OO	
5	Check if disclosure of legal proceedings is required pursuant to Items 2(d) or 2(e) <input type="checkbox"/>	
6	Citizenship or place of organization TEXAS	
Number of Shares Beneficially Owned by Each Reporting Person With:	7	Sole Voting Power 0.00
	8	Shared Voting Power 896,290.00
	9	Sole Dispositive Power 0.00
	10	Shared Dispositive Power 896,290.00
11	Aggregate amount beneficially owned by each reporting person 896,290.00	
12	Check if the aggregate amount in Row (11) excludes certain shares (See Instructions) <input type="checkbox"/>	
13	Percent of class represented by amount in Row (11) 0.7 %	
14	Type of Reporting Person (See Instructions) OO	

Comment for Type of Reporting Person:  
Rows 8, 10 and 11

Reported shares of Common Stock are held directly by Brigham Children's LP. Mr. Brigham is the co-manager of BCFP GP, which is the general partner of Brigham Children's LP. Therefore, each of Mr. Brigham and BCFP GP may be deemed to beneficially own the shares that are reported as beneficially owned by Brigham Children's LP.

Row 13

This calculation is based on a total of 121,716,836 shares of Common Stock, consisting of (i) 110,216,836 shares of Common Stock outstanding as of October 24, 2024, as reported by the Issuer in the Quarterly Report and (ii) 11,500,000 shares of Common Stock issued in the Offering, as disclosed in the Offering 8-K.

## SCHEDULE 13D

### Item 1. Security and Issuer

(a) **Title of Class of Securities:**

Common Stock, par value \$0.01

(b) **Name of Issuer:**

Atlas Energy Solutions Inc.

(c) **Address of Issuer's Principal Executive Offices:**

5918 W. Courtyard Drive, Suite 500, Austin, TEXAS , 78730.

### Item 1 Comment:

This Amendment No. 3 (this "Amendment") amends and supplements the Schedule 13D (the "Original 13D") filed with the Securities and Exchange Commission (the "SEC") on October 12, 2023 by and on behalf of Anne and Bud Oil & Gas Vested LLC ("Anne and Bud Vested"), Brigham Children's Family LP ("Brigham Children's LP"), BCFP GP, LLC ("BCFP GP") and Ben M. Brigham (each, a "Reporting Person") with respect to the Common Stock, par value \$0.01 per share ("Common Stock"), of Atlas Energy Solutions Inc., a Delaware corporation (f/k/a New Atlas HoldCo Inc.) (the "Issuer"), Amendment No. 1 ("Amendment No. 1") thereto filed on October 26, 2023, and Amendment No. 2 ("Amendment No. 2") thereto filed on November 1, 2023 (as amended, the "Schedule 13D").

### Item 5. Interest in Securities of the Issuer

(a) Item 5 of the Schedule 13D is hereby amended and restated as follows:

(a) The information set forth on the cover pages is incorporated by reference into this Item 5.

Pursuant to the Amended and Restated Stockholders' Agreement (the "A&R Stockholders' Agreement"), dated October 2, 2023, by and among the Issuer, AESI Holdings Inc., a Delaware corporation ("Old Atlas") formerly known as Atlas Energy Solutions Inc., Anne and Bud Vested, Brigham Children's LP, Mr. Brigham and certain other stockholders identified on the signature pages thereto (the "Principal Stockholders"), Mr. Brigham is the beneficial owner of the following shares of Common Stock as of the date of this Amendment:

- (b) 162,076 shares of Common Stock, representing 0.1% of the Common Stock, held directly by A. Lance Langford;  
484,483 shares of Common Stock, representing 0.4% of the Common Stock, held directly by ALL Financial Trust;  
592,146 shares of Common Stock, representing 0.5% of the Common Stock, held directly by BLL Financial Trust;  
7,619,055 shares of Common Stock, representing 6.3% of the Common Stock, held directly by Gregory M. Shepard;  
14,824,988 shares of Common Stock, representing 12.2% of the Common Stock, held directly by The Sealy & Smith Foundation;  
308,039 shares of Common Stock, representing 0.3% of the Common Stock, held directly by Richard W. Schmidt;  
778,215 shares of Common Stock, representing 0.6% of the Common Stock, held directly by Schmidt Atlas LLC, a Texas limited liability company;  
890,738 shares of Common Stock, representing 0.7% of the Common Stock, held directly by Joel and Stacy Hock;  
231,747 shares of Common Stock, representing 0.2% of the Common Stock, held directly by John Gregory Turner;  
1,320,000 shares of Common Stock, representing 1.1% of the Common Stock, held directly by 3 Dog Interests LP, a Texas limited partnership;  
470,463 shares of Common Stock, representing 0.4% of the Common Stock, held directly by Chris Scholla;  
230,033 shares of Common Stock, representing 0.2% of the Common Stock, held directly by Dathan C. Voelter;  
466,839 shares of Common Stock, representing 0.4% of the Common Stock, held directly by Kirk Ginn; and  
458,433 shares of Common Stock, representing 0.4% of the Common Stock, held directly by Chad McEver.

(b) The number of shares of Common Stock to which each Reporting Person has sole or shared voting or dispositive power is set forth on such Reporting Person's cover page to this Schedule 13D.

(c) Item 5(c) of the Schedule 13D is hereby amended to insert the following as new final paragraphs therein:

Additionally, on March 15, 2024, Dathan C. Voelter sold an aggregate of 2,270 shares of Common Stock on the open market in multiple transactions for an average price of \$22.41 per share of Common Stock.

Additionally, on March 15, 2024, John Gregory Turner sold an aggregate of 3,728 shares of Common Stock on the open market in multiple transactions for an average price of \$22.58 per share of Common Stock.

Additionally, on March 15, 2024, Chad McEver sold an aggregate of 1,547 shares of Common Stock on the open market in multiple transactions for an average price of \$22.67 per share of Common Stock.

Additionally, on March 15, 2024, Schmidt Atlas LLC sold an aggregate of 166,710 shares of Common Stock on the open market in

multiple transactions for an average price of \$21.94 per share of Common Stock.

Additionally, on March 15, 2024, Kirk Ginn sold an aggregate of 1,562 shares of Common Stock on the open market in multiple transactions for an average price of \$21.74 per share of Common Stock.

Additionally, on March 25, 2024, Schmidt Atlas LLC sold an aggregate of 21,403 shares of Common Stock on the open market in multiple transactions for an average price of \$22.44 per share of Common Stock.

Additionally, on March 26, 2024, Schmidt Atlas LLC sold an aggregate of 16,740 shares of Common Stock on the open market in multiple transactions for an average price of \$22.21 per share of Common Stock.

Additionally, on May 9, 2024, Schmidt Atlas LLC sold an aggregate of 51,150 shares of Common Stock on the open market in multiple transactions for an average price of \$22.98 per share of Common Stock.

Additionally, on May 10, 2024, Schmidt Atlas LLC sold an aggregate of 22,400 shares of Common Stock on the open market in multiple transactions for an average price of \$22.80 per share of Common Stock.

Additionally, on May 14, 2024, Chad McEver sold an aggregate of 5,595 shares of Common Stock on the open market in multiple transactions for an average price of \$22.97 per share of Common Stock.

Additionally, on May 15, 2024, Schmidt Atlas LLC sold an aggregate of 45,948 shares of Common Stock on the open market in multiple transactions for an average price of \$23.06 per share of Common Stock.

Additionally, on May 16, 2024, Schmidt Atlas LLC sold an aggregate of 88,600 shares of Common Stock on the open market in multiple transactions for an average price of \$23.14 per share of Common Stock.

Additionally, on May 21, 2024, Chad McEver sold an aggregate of 100,000 shares of Common Stock on the open market in multiple transactions for an average price of \$24.55 per share of Common Stock.

Additionally, on June 20, 2024, Gregory M. Shepard purchased an aggregate of 60,393 shares of Common Stock on the open market for a price of \$19.05 per share of Common Stock.

Additionally, on June 21, 2024, Gregory M. Shepard purchased an aggregate of 19,132 shares of Common Stock on the open market for a price of \$19.25 per share of Common Stock.

Additionally, on June 24, 2024, Gregory M. Shepard purchased an aggregate of 2,047 shares of Common Stock on the open market for a price of \$19.89 per share of Common Stock.

Additionally, on June 24, 2024, Joel and Stacy Hock sold an aggregate of 8,574 shares of Common Stock on the open market in multiple transactions for an average price of \$19.76 per share of Common Stock.

Additionally, on June 26, 2024, Gregory M. Shepard purchased an aggregate of 40,872 shares of Common Stock on the open market in multiple transactions for an average price of \$19.64 per share of Common Stock.

Additionally, on June 27, 2024, Gregory M. Shepard purchased an aggregate of 24,867 shares of Common Stock on the open market in multiple transactions for an average price of \$19.69 per share of Common Stock.

Additionally, on July 2, 2024, Gregory M. Shepard purchased an aggregate of 30,013 shares of Common Stock on the open market for a price of \$19.60 per share of Common Stock.

Additionally, on July 9, 2024, Joel and Stacy Hock sold an aggregate of 8,571 shares of Common Stock on the open market in multiple transactions for an average price of \$19.89 per share of Common Stock.

Additionally, on July 18, 2024, Gregory M. Shepard purchased an aggregate of 3,248 shares of Common Stock on the open market for a price of \$21.68 per share of Common Stock.

Additionally, on August 19, 2024, Stacy Hock sold an aggregate of 8,571 shares of Common Stock on the open market in multiple transactions for an average price of \$20.22 per share of Common Stock.

Additionally, on September 11, 2024, Stacy Hock sold an aggregate of 8,571 shares of Common Stock on the open market in multiple transactions for an average price of \$19.44 per share of Common Stock.

Additionally, on October 3, 2024, Stacy Hock sold an aggregate of 8,571 shares of Common Stock on the open market in multiple transactions for an average price of \$21.49 per share of Common Stock.

Additionally, on October 15, 2024, Gregory M. Shepard purchased an aggregate of 2,200 shares of Common Stock on the open market for a price of \$19.88 per share of Common Stock.

Additionally, on October 18, 2024, Gregory M. Shepard purchased an aggregate of 1,797 shares of Common Stock on the open market for a price of \$19.65 per share of Common Stock.

Additionally, on October 21, 2024, Gregory M. Shepard purchased an aggregate of 8,062 shares of Common Stock on the open market for a price of \$19.84 per share of Common Stock.

Additionally, on October 22, 2024, Gregory M. Shepard purchased an aggregate of 1,750 shares of Common Stock on the open market for a price of \$19.81 per share of Common Stock.

Additionally, on October 24, 2024, Gregory M. Shepard purchased an aggregate of 23,300 shares of Common Stock on the open market for a price of \$19.55 per share of Common Stock.

Additionally, on October 31, 2024, Gregory M. Shepard purchased an aggregate of 14,347 shares of Common Stock on the open market for a price of \$19.57 per share of Common Stock.

Additionally, on November 1, 2024, Gregory M. Shepard purchased an aggregate of 51,309 shares of Common Stock on the open market for a price of \$19.30 per share of Common Stock.

Additionally, on November 4, 2024, Gregory M. Shepard purchased an aggregate of 13,363 shares of Common Stock on the open market for a price of \$19.19 per share of Common Stock.

Additionally, on November 13, 2024, Stacy Hock sold an aggregate of 8,571 shares of Common Stock on the open market in multiple transactions for an average price of \$21.12 per share of Common Stock.



Additionally, on November 22, 2024, Schmidt Atlas LLC sold an aggregate of 116,500 shares of Common Stock on the open market in multiple transactions for an average price of \$23.68 per share of Common Stock.

Additionally, on December 18, 2024, Stacy Hock sold an aggregate of 8,571 shares of Common Stock on the open market in multiple transactions for an average price of \$22.55 per share of Common Stock.

Additionally, on January 10, 2025, Stacy Hock sold an aggregate of 10,000 shares of Common Stock on the open market in multiple transactions for an average price of \$21.96 per share of Common Stock.

Additionally, on February 3, 2025, Stacy Hock sold an aggregate of 10,000 shares of Common Stock on the open market in multiple transactions for an average price of \$22.50 per share of Common Stock.

Additionally, on February 3, 2025, Ben Brigham purchased an aggregate of 217,391 shares of Common Stock in the Offering for a price of \$23.00 per share of Common Stock.

**Item 6. Contracts, Arrangements, Understandings or Relationships With Respect to Securities of the Issuer**

Item 6 of the Schedule 13D is hereby amended to insert the following as new final paragraphs therein:

On July 12, 2024, John Gregory Turner contributed 1,320,000 shares of Common Stock to 3 Dog Interests LP, of which John Gregory Turner is the sole manager of the general partner. On July 12, 2024, pursuant to Section 4.9(b) of the A&R Stockholders' Agreement, 3 Dog Interests LP became a party to the A&R Stockholders' Agreement as a Principal Stockholder. Mr. Brigham continues to be deemed to share the right to direct the voting of the shares of Common Stock now directly held by 3 Dog Interests LP. Accordingly, this transaction resulted in no change in the beneficial ownership of Common Stock reported by Mr. Brigham herein.

On February 5, 2025, the Issuer notified Brian Leveille, a Principal Stockholder under the A&R Stockholders' Agreement, that it had terminated the A&R Stockholders' Agreement as to such holder. As a result of this termination, Mr. Brigham will no longer be deemed to share the right to direct the voting or disposition of the shares of Common Stock directly held by Mr. Leveille. Accordingly, this termination resulted in a 0.4% decrease in the beneficial ownership of Common Stock reported by Mr. Brigham.

In connection with Offering, on January 30, 2025, each of Ben M. Brigham, Brigham Children's Family LP, Anne and Bud Oil & Gas Vested LLC and Anne and Bud Oil & Gas Unvested LLC entered into a Lock-Up Agreement (each, a "Lock-Up Agreement") with Goldman Sachs & Co. LLC and Piper Sandler & Co. (the "Representatives"). Each Lock-Up Agreement provides that the signatory thereto will not (i) offer, sell, contract to sell, pledge, grant any option to purchase, lend, or otherwise or dispose of, any shares of Common Stock, (ii) engage in any hedging or other transaction or arrangement which is designed to or which reasonably could be expected to lead to or result in a sale, loan, pledge or other disposition, or transfer any of the economic consequences of ownership of shares of Common Stock, or publicly disclose the intention to engage in or cause any action or activity described in the clause (i) or transaction or arrangement described in clause (ii), without, in each case, the prior written consent of the Representatives, for a period of 45 days after the date of consummation of the Offering (subject to certain exceptions and termination provisions specified in the Lock-Up Agreement).

**Item 7. Material to be Filed as Exhibits.**

5

Form of Lock-Up Agreement.

**SIGNATURE**

After reasonable inquiry and to the best of my knowledge and belief, I certify that the information set forth in this statement is true, complete and correct.

**Ben M. Brigham**

**Signature:** /s/ Ben M. Brigham, by Dathan C. Voelter as attorney-in-fact

**Name/Title:** Ben M. Brigham

**Date:** 02/05/2025

**Anne and Bud Oil & Gas Unvested LLC**

**Signature:** /s/ Ben M. Brigham, by Dathan C. Voelter as attorney-in-fact

**Name/Title:** Ben M. Brigham/Manager

**Date:** 02/05/2025

**Anne and Bud Oil & Gas Vested LLC**

**Signature:** /s/ Ben M. Brigham, by Dathan C. Voelter as attorney-in-fact

**Name/Title:** Ben M. Brigham/Manager

**Date:** 02/05/2025

**Brigham Children's Family LP**

**Signature:** /s/ Ben M. Brigham, by Dathan C. Voelter as attorney-in-fact

**Name/Title:** Ben M. Brigham/Co-Manager

**Date:** 02/05/2025

## BCFP GP, LLC

**Signature:** /s/ Ben M. Brigham, by Dathan C. Voelter as attorney-in-fact

**Name/Title:** Ben M. Brigham/Co-Manager

**Date:** 02/05/2025

**Atlas Energy Solutions Inc.**  
**Form of Lock-Up Agreement**

[ ● ], 2025

Goldman Sachs & Co. LLC  
Piper Sandler & Co

c/o Goldman Sachs & Co. LLC  
200 West Street  
New York, NY 10282-2198

c/o Piper Sandler & Co.  
U.S. Bancorp Center  
800 Nicollet Mall, Suite 1000  
Minneapolis, MN 55402

Re: Atlas Energy Solutions Inc. - Lock-Up Agreement (“Lock-Up Agreement”)

Ladies and Gentlemen:

The undersigned understands that Goldman Sachs & Co. LLC and Piper Sandler & Co., as representatives (the “**Representatives**”), proposes to enter into an Underwriting Agreement (the “**Underwriting Agreement**”) on behalf of the several Underwriters named in Schedule I to such agreement (collectively, the “**Underwriters**”), with Atlas Energy Solutions Inc., a Delaware corporation (the “**Company**”), providing for a public offering (the “**Public Offering**”) of shares (the “**Shares**”) of the common stock, par value \$0.01 per share, of the Company (the “**Common Stock**”) pursuant to a Registration Statement on Form S-3 (the “**Registration Statement**”) filed with the U.S. Securities and Exchange Commission (the “**SEC**”) on May 15, 2024.

In consideration of the agreement by the Underwriters to offer and sell the Shares, and of other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the undersigned agrees that, without the prior written consent of the Representatives, during the period beginning from the date of this Lock-Up Agreement and continuing to and including the date 45 days after the date set forth on the final prospectus used to sell the Shares (the “**Lock-Up Period**”), the undersigned shall not, and shall not cause or direct any of its affiliates to, (i) offer, sell, contract to sell, pledge, grant any option to purchase, lend or otherwise dispose of any shares of Common Stock, or any options or warrants to purchase any shares of Common Stock, or any securities convertible into, exchangeable for or that represent the right to receive shares of Common Stock (such shares of Common Stock, options, rights, warrants or other securities, collectively, “**Restricted Securities**”), including without limitation any such Restricted Securities now owned or hereafter acquired by the undersigned, (ii) engage in any hedging or other transaction or arrangement (including, without limitation, any short sale or the purchase or sale of, or entry into, any put or call option, or combination thereof, forward, swap or any other derivative transaction or instrument, however described or defined) which is designed to or which reasonably could be expected to lead to or result in a sale, loan, pledge or other disposition (whether by the undersigned or someone other than the undersigned), or transfer of any of the economic consequences of ownership, in whole or in part, directly or indirectly, of any Restricted Securities, whether any such transaction or arrangement (or instrument provided for thereunder) would be settled by delivery of Common Stock or other securities, in cash or otherwise (any such sale, loan, pledge or other disposition, or transfer of economic consequences, a “**Transfer**”) or (iii) otherwise publicly announce any intention to engage in or cause any action or activity described in clause (i) above or transaction or arrangement described in clause (ii) above. [Except for any security agreement pursuant to which the undersigned has pledged any Restricted Shares as collateral (a “**Security Agreement**”), ]<sup>1</sup> [Except for the Outside Compensation Agreement, dated as of November 15, 2023, between Douglas G. Rogers and The Sealy & Smith Foundation (the “**Outside Compensation Agreement**”), ]<sup>2</sup> [T]he undersigned represents and warrants that the undersigned is not currently, and has not caused or directed any of its affiliates to be or become, a party to any agreement or arrangement that provides for, is designed to or which reasonably could be expected to lead to or result in any Transfer during the Lock-Up Period. Notwithstanding the foregoing, nothing shall prohibit the filing of a demand registration statement by the Company pursuant to the demand rights under the Amended and Restated Registration Rights Agreement, dated October 2, 2023, by and among the Company and the signatories party thereto; provided that no Restricted Securities shall be sold or transferred during the Lock-Up Period.

<sup>1</sup> NTD: To be included in applicable lock-ups.

<sup>2</sup> NTD: To be included in lock-up for Douglas Rogers.

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If the undersigned is not a natural person, the undersigned represents and warrants that no single natural person, entity or “**group**” (within the meaning of Section 13(d) (3) of the Securities Exchange Act of 1934, as amended (the “**Exchange Act**”), other than a natural person, entity or “**group**” (as described above) that has executed a Lock-Up Agreement in substantially the same form as this Lock-Up Agreement, beneficially owns, directly or indirectly, 50% or more of the common equity interests, or 50% or more of the voting power, in the undersigned.

If the undersigned is an officer or director of the Company, the undersigned further agrees that the foregoing provisions shall be equally applicable to any Shares the undersigned may purchase in the Public Offering.

Notwithstanding the foregoing, the undersigned may:

- (a) Transfer the undersigned’s Restricted Securities without the prior written consent of the Representatives:
- (i) as a *bona fide* gift or gifts, charitable contributions, or for *bona fide* estate planning purposes;
  - (ii) to any trust for the direct or indirect benefit of the undersigned or the immediate family of the undersigned, or if the undersigned is a trust, to a trustor or beneficiary of the trust or to the estate of a beneficiary of such trust;
  - (iii) by will, other testamentary document or intestate succession upon the death of the undersigned;
  - (iv) to a partnership, limited liability company or other entity of which the undersigned and the immediate family of the undersigned are the legal and beneficial owner of all of the outstanding equity securities or similar interests;
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- (v) to a nominee or custodian of a person or entity to whom a disposition or transfer would be permissible under clauses (i), (ii), (iii) or (iv) above;
- (vi) in connection with a sale of the undersigned's Shares acquired (A) from the Underwriters in the Public Offering (other than any issuer-directed shares purchased in the Public Offering by an officer or director of the Company) or (B) in open market transactions after the date of the final prospectus related to this Public Offering (the "**Public Offering Date**");
- (vii) if the undersigned is a corporation, partnership, limited liability company, trust or other business entity, (A) to another corporation, partnership, limited liability company, trust or other business entity that is an "**affiliate**" (as defined in Rule 405 promulgated under the Securities Act of 1933, as amended) of the undersigned, or to any investment fund or other entity controlling, controlled by, managing or managed by or under common control with the undersigned or affiliates of the undersigned (including, for the avoidance of doubt, where the undersigned is a partnership, to its general partner or a successor partnership or fund, or any other funds managed by such partnership), or (B) as part of a distribution, transfer or disposition without consideration by the undersigned to its stockholders, partners, members or other equity holders;
- (viii) by operation of law, such as pursuant to a final qualified domestic order, divorce settlement, divorce decree or separation agreement;
- (ix) to the Company from an employee of the Company upon death, disability or termination of employment, in each case, of such employee;
- (x) to the Company in connection with the repurchase of securities issued pursuant to equity awards granted under a stock incentive plan or other equity award plan or pursuant to the agreements pursuant to which such securities were issued, as described in the final prospectus, *provided that* such repurchase is in connection with the termination of the undersigned's service provider relationship with the Company;
- (xi) to the Company in connection with the vesting, settlement or exercise of restricted stock units, options, warrants or other rights to purchase shares of Common Stock (including, in each case, by way of "net" or "cashless" exercise), including for the payment of exercise price and tax and remittance payments due as a result of the vesting, settlement or exercise of such restricted stock units, options, warrants or rights, *provided that* any such shares of Common Stock received upon such exercise, vesting or settlement shall be subject to the terms of this Lock-Up Agreement, and provided further that any such restricted stock units, options, warrants or rights are held by the undersigned pursuant to an agreement or equity awards granted under a stock incentive plan or other equity award plan, each such agreement or plan which is described in the Registration Statement, the Pricing Disclosure Package and the Prospectus;
- (xii) to satisfy tax obligations on the settlement, exercise or vesting of restricted stock units, options, warrants or other rights to purchase shares of Common Stock;

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(xiii) pursuant to a bona fide third-party tender offer, merger, consolidation or other similar transaction that is approved by the board of directors of the Company and made to all holders of the Company's capital stock involving a Change of Control (as defined below) of the Company (for purposes hereof, "**Change of Control**" shall mean the transfer (whether by tender offer, merger, consolidation or other similar transaction), in one transaction or a series of related transactions, to a person or group of affiliated persons, of shares of capital stock if, after such transfer, such person or group of affiliated persons would hold at least a majority of the outstanding voting securities of the Company (or the surviving entity)); *provided that* in the event that such tender offer, merger, consolidation or other similar transaction is not completed, the undersigned's Restricted Securities shall remain subject to the provisions of this Lock-Up Agreement; [or]

(xiv) [pursuant to a Security Agreement; or] [pursuant to the terms of the Outside Compensation Agreement; or]

b) (A) make sales pursuant to any Rule 10b5-1 plan currently in effect on the date hereof and (B) establish a trading plan pursuant to Rule 10b5-1 under the Exchange Act for the transfer of Shares; provided, however, that with respect to clause (B), no sales or transfers of any Restricted Securities shall be made pursuant to such Rule 10b5-1 plan prior to the expiration of the Lock-Up Period; provided further, that (C) in the case of clauses (i), (ii), (iii), (iv), (v), (vii) and (viii) above, it shall be a condition to the transfer or distribution that the donee, devisee, transferee or distributee, as the case may be, agrees in writing to be bound by the restrictions set forth herein, and there shall be no further transfer of such Common Stock except in accordance with this Lock-Up Agreement, (D) in the case of clauses (i), (ii), (iii), (iv), (v) and (vii) above, such transfer shall not involve a disposition for value, (E) in the case of clauses (ii), (iv), (v) and (vii) above, no filing under Section 16 of the Exchange Act, or other public filing, report or announcement reporting a reduction in beneficial ownership of shares of Common Stock shall be required or shall be voluntarily made during the Lock-Up Period (other than any required Form 5 filing after the end of the calendar year in which such sale, disposition, transfer or distribution occurs, and in the case of clauses (iv) and (vii), other than any required Schedule 13 filings) and (F) in the case of clauses (i), (iii), (viii), (xi), (xii) [and] [.] (xiii)[and (xiv)] above, it shall be a condition to such transfer that if any filing under Section 16(a) of the Exchange Act, or other public filing, report or announcement reporting a reduction in beneficial ownership of shares of Common Stock in connection with such repurchase, transfer or distribution shall be legally required during the Lock-Up Period, such filing, report or announcement shall clearly indicate in the footnotes thereto the nature and conditions of such transfer.

The undersigned now has, and, except as contemplated by clauses (i) – (xii) [and (xiv)]<sup>3</sup> above, for the duration of this Lock-Up Agreement will have, good and marketable title to the undersigned's Restricted Securities, free and clear of all liens, encumbrances and claims whatsoever. In furtherance of the foregoing, the Company, and any duly appointed transfer agent for the registration or transfer of the securities described herein, are hereby authorized to decline to make any transfer of securities if such transfer would constitute a violation or breach of this Lock-Up Agreement.

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<sup>3</sup> NTD: To be included in applicable lock-ups.

<sup>4</sup> NTD: To be included in lock-up for Douglas Rogers.

<sup>5</sup> NTD: To be included in applicable lock-ups.

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The undersigned acknowledges and agrees that none of the Underwriters has made any recommendation or provided any investment or other advice to the undersigned with respect to this Lock-Up Agreement and the subject matter hereof, and the undersigned has consulted its own legal, accounting, financial, regulatory, tax and other advisors with respect to this Lock-Up Agreement and the subject matter hereof to the extent the undersigned has deemed appropriate. The undersigned hereby represents and warrants that the undersigned has full power and authority to enter into this Lock-Up Agreement. All authority herein conferred or agreed to be conferred and any obligations of the undersigned shall be binding upon the successors, assigns, heirs or personal representatives of the undersigned.

This Lock-Up Agreement and any claim, controversy or dispute arising under or related to this Lock-Up Agreement shall be governed by and construed in accordance

with the laws of the State of New York without regard to the conflict of laws principles that would result in the application of the laws of any other jurisdiction. The undersigned agrees that any suit or proceeding arising in respect of this Lock-Up Agreement or any transaction contemplated by this Lock-Up Agreement will be tried exclusively in the U.S. District Court for the Southern District of New York or, if that court does not have subject matter jurisdiction, in any state court located in the City and County of New York and the undersigned agrees to submit to the jurisdiction of, and to venue in, such courts.

This Lock-Up Agreement shall be terminated and the undersigned shall be released from its obligations hereunder upon the earlier of (i) prior to the execution of the Underwriting Agreement, if the Company or the Representatives advise in writing that they have determined not to proceed with the Public Offering, (ii) the date the Registration Statement filed with the SEC with respect to the Public Offering is withdrawn, (iii) the date on which the Underwriting Agreement is terminated prior to payment for and delivery of the Shares to be sold thereunder (other than pursuant to the Underwriters' over-allotment option) or (iv) February 3, 2025 if the Public Offering is not completed by such date. The undersigned understands that the Company and the Underwriters are relying upon this Lock-Up Agreement in proceeding towards consummation of the Public Offering. The undersigned further understands that this Lock-Up Agreement is irrevocable and shall be binding upon the undersigned's heirs, legal representatives, successors and assigns.

*[Remainder of Page Intentionally Left Blank]*

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Very truly yours,

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Exact Name of Shareholder

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Authorized Signature

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Title

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