
**UNITED STATES
SECURITIES AND EXCHANGE COMMISSION**
Washington, DC 20549

SCHEDULE 13D
(Rule 13d-101)

Under the Securities Exchange Act of 1934
(Amendment No. 3)

Atlas Energy Solutions Inc.
(Name of Issuer)

Class A Common Stock, par value \$0.01
(Title of Class of Securities)

04930R 107
(CUSIP Number)

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

With a copy to:

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

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

September 13, 2023
(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 Rule 13d-1(e), Rule 13d-1(f) or Rule 13d-1(g), check the following box.

Note: Schedules filed in paper format shall include a signed original and five copies of the schedule, including all exhibits. See Rule 13d-7 for other parties to whom copies are to be sent.

* The remainder of this cover page shall be filled out for a reporting person's initial filing on this form with respect to the subject class of securities, and for any subsequent amendment containing information which would alter disclosures provided in a prior cover page.

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).

1.	Name of reporting person Atlas Sand Holdings, LLC	
2.	Check the appropriate box if a member of a group (a): <input type="checkbox"/> (b): <input checked="" type="checkbox"/>	
3.	SEC use only	
4.	Source of funds 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 Delaware	
Number of shares beneficially owned by each reporting person with	7.	Sole voting power 0
	8.	Shared voting power 0
	9.	Sole dispositive power 0
	10.	Shared dispositive power 0
11.	Aggregate amount beneficially owned by each reporting person 0	
12.	Check if the aggregate amount in Row (11) excludes certain shares <input type="checkbox"/>	
13.	Percent of class represented by amount in Row (11) 0%	
14.	Type of reporting person OO (Limited Liability Company)	

1.	Name of reporting person Atlas Sand Holdings II, LLC	
2.	Check the appropriate box if a member of a group (a): <input type="checkbox"/> (b): <input checked="" type="checkbox"/>	
3.	SEC use only	
4.	Source of funds 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 Delaware	
Number of shares beneficially owned by each reporting person with	7.	Sole voting power 0
	8.	Shared voting power 0
	9.	Sole dispositive power 0
	10.	Shared dispositive power 0
11.	Aggregate amount beneficially owned by each reporting person 0	
12.	Check if the aggregate amount in Row (11) excludes certain shares <input type="checkbox"/>	
13.	Percent of class represented by amount in Row (11) 0%	
14.	Type of reporting person OO (Limited Liability Company)	

1.	Name of reporting person Atlas Sand Management Company, LLC	
2.	Check the appropriate box if a member of a group (a): <input type="checkbox"/> (b): <input checked="" type="checkbox"/>	
3.	SEC use only	
4.	Source of funds 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
	8.	Shared voting power 0
	9.	Sole dispositive power 0
	10.	Shared dispositive power 0
11.	Aggregate amount beneficially owned by each reporting person 0	
12.	Check if the aggregate amount in Row (11) excludes certain shares <input type="checkbox"/>	
13.	Percent of class represented by amount in Row (11) 0%	
14.	Type of reporting person OO (Limited Liability Company)	

1.	Name of reporting person Atlas Sand Management Company II, LLC	
2.	Check the appropriate box if a member of a group (a): <input type="checkbox"/> (b): <input checked="" type="checkbox"/>	
3.	SEC use only	
4.	Source of funds 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 Delaware	
Number of shares beneficially owned by each reporting person with	7.	Sole voting power 0
	8.	Shared voting power 0
	9.	Sole dispositive power 0
	10.	Shared dispositive power 0
11.	Aggregate amount beneficially owned by each reporting person 0	
12.	Check if the aggregate amount in Row (11) excludes certain shares <input type="checkbox"/>	
13.	Percent of class represented by amount in Row (11) 0%	
14.	Type of reporting person OO (Limited Liability Company)	

1.	Name of reporting person Anne and Bud Oil & Gas Vested, LLC	
2.	Check the appropriate box if a member of a group (a): <input checked="" type="checkbox"/> (b): <input type="checkbox"/>	
3.	SEC use only	
4.	Source of funds 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
	8.	Shared voting power 9,948,045(1)
	9.	Sole dispositive power 0
	10.	Shared dispositive power 9,948,045(1)
11.	Aggregate amount beneficially owned by each reporting person 9,948,045(1)	
12.	Check if the aggregate amount in Row (11) excludes certain shares <input type="checkbox"/>	
13.	Percent of class represented by amount in Row (11) 14.9%(2)	
14.	Type of reporting person OO (Limited Liability Company)	

- (1) Includes (a) 497,402 shares of Class A Common Stock and (b) 9,450,643 shares of Class B Common Stock and an equivalent number of units ("Units") representing ownership in Atlas Sand Operating, LLC ("Atlas Operating"), which together are exchangeable for shares of Class A Common Stock, held directly by Anne and Bud Oil & Gas Vested, LLC ("Anne and Bud Vested"). Mr. 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.
- (2) This calculation is based on an assumed combined total of 66,598,144 shares of Class A Common Stock outstanding. This assumed combined total outstanding (a) consists of a total of 57,147,501 shares of Class A Common Stock outstanding as of July 26, 2023, as reported by the Issuer in its Quarterly Report on Form 10-Q for the quarterly period ended June 30, 2023 (the "Quarterly Report"), filed with the U.S. Securities and Exchange Commission on August 1, 2023, and (b) assumes that all 9,450,643 shares of Class B Common Stock beneficially owned by Anne and Bud Vested (along with an equal number of Units) were redeemed for newly-issued shares of Class A Common Stock on a one-for-one basis in accordance with the limited liability company agreement of Atlas Operating ("Atlas Operating LLC Agreement"). There were a total of 42,852,499 shares of Class B Common Stock outstanding as of July 26, 2023, as reported by the Issuer in its Quarterly Report.

1.	Name of reporting person Brigham Children's Family LP	
2.	Check the appropriate box if a member of a group (a): <input checked="" type="checkbox"/> (b): <input type="checkbox"/>	
3.	SEC use only	
4.	Source of funds 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
	8.	Shared voting power 896,290(1)
	9.	Sole dispositive power 0
	10.	Shared dispositive power 896,290(1)
11.	Aggregate amount beneficially owned by each reporting person 896,290(1)	
12.	Check if the aggregate amount in Row (11) excludes certain shares <input type="checkbox"/>	
13.	Percent of class represented by amount in Row (11) 1.5%(2)	
14.	Type of reporting person PN (Partnership)	

- (1) Includes (a) 44,815 shares of Class A Common Stock and (b) 851,475 shares of Class B Common Stock and an equivalent number of Units 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.
- (2) This calculation is based on an assumed combined total of 57,998,976 shares of Class A Common Stock outstanding. This assumed combined total outstanding (a) consists of a total of 57,147,501 shares of Class A Common Stock outstanding as of July 26, 2023, as reported by the Issuer in its Quarterly Report, and (b) assumes that all 851,475 shares of Class B Common Stock beneficially owned by Brigham Children's LP (along with an equal number of Units) were redeemed for newly-issued shares of Class A Common Stock on a one-for-one basis in accordance with the Atlas Operating LLC Agreement. There were a total of 42,852,499 shares of Class B Common Stock outstanding as of July 26, 2023, as reported by the Issuer in its Quarterly Report.

1.	Name of reporting person BCFP GP, LLC	
2.	Check the appropriate box if a member of a group (a): <input checked="" type="checkbox"/> (b): <input type="checkbox"/>	
3.	SEC use only	
4.	Source of funds 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
	8.	Shared voting power 896,290(1)
	9.	Sole dispositive power 0
	10.	Shared dispositive power 896,290(1)
11.	Aggregate amount beneficially owned by each reporting person 896,290(1)	
12.	Check if the aggregate amount in Row (11) excludes certain shares <input type="checkbox"/>	
13.	Percent of class represented by amount in Row (11) 1.5%(2)	
14.	Type of reporting person OO (Limited Liability Company)	

- (1) Includes (a) 44,815 shares of Class A Common Stock and (b) 851,475 shares of Class B Common Stock and an equivalent number of Units 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.
- (2) This calculation is based on an assumed combined total of 57,998,976 shares of Class A Common Stock outstanding. This assumed combined total outstanding (a) consists of a total of 57,147,501 shares of Class A Common Stock outstanding as of July 26, 2023, as reported by the Issuer in its Quarterly Report, and (b) assumes that all 851,475 shares of Class B Common Stock beneficially owned by Brigham Children's LP (along with an equal number of Units) were redeemed for newly-issued shares of Class A Common Stock on a one-for-one basis in accordance with the Atlas Operating LLC Agreement. There were a total of 42,852,499 shares of Class B Common Stock outstanding as of July 26, 2023, as reported by the Issuer in its Quarterly Report.

1.	Name of reporting person Ben M. Brigham	
2.	Check the appropriate box if a member of a group (a): <input checked="" type="checkbox"/> (b): <input type="checkbox"/>	
3.	SEC use only	
4.	Source of funds 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 4,150,495 (1)
	8.	Shared voting power 45,418,336 (2)
	9.	Sole dispositive power 4,150,495(1)
	10.	Shared dispositive power 0
11.	Aggregate amount beneficially owned by each reporting person 49,568,831(1)(2)	
12.	Check if the aggregate amount in Row (11) excludes certain shares <input type="checkbox"/>	
13.	Percent of class represented by amount in Row (11) 57.7%(3)	
14.	Type of reporting person IN	

- (1) Includes (a) 2,123,755 shares of Class A Common Stock and (b) 2,026,740 shares of Class B Common Stock and an equivalent number of Units held directly by Ben M. Brigham.
- (2) Includes (a) (i) 497,402 shares of Class A Common Stock and (ii) 9,450,643 shares of Class B Common Stock and an equivalent number of Units held by Anne and Bud Vested and (b) (i) 44,815 shares of Class A Common Stock and (ii) 851,475 shares of Class B Common Stock and an equivalent number of Units held by Brigham Children's LP. Mr. Brigham is the manager of Anne and Bud Vested and the co-manager of BCFP GP, 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 Vested, BCFP GP and Brigham Children's LP. Mr. Brigham disclaims beneficial ownership of the reported securities except to the extent of his pecuniary interest therein. Additionally, as a result of the Stockholders' Agreement described in Item 5 below, Mr. Brigham may be deemed to have shared voting power with respect to an additional 18,209,525 shares of Class A Common Stock and 16,364,476 shares of Class B Common Stock with respect to the matters covered by the Stockholders Agreement.
- (3) This calculation is based on an assumed combined total of 85,840,835 shares of Class A Common Stock outstanding. This assumed combined total outstanding (a) consists of a total of 57,147,501 shares of Class A Common Stock outstanding as of July 26, 2023, as reported by the Issuer in its Quarterly Report, and (b) assumes that all 28,693,334 shares of Class B Common Stock beneficially owned by Mr. Brigham (along with an equal number of Units) were redeemed for newly-issued shares of Class A Common Stock on a one-for-one basis in accordance with the Atlas Operating LLC Agreement. There were a total of 42,852,499 shares of Class B Common Stock outstanding as of July 26, 2023, as reported by the Issuer in its Quarterly Report.

This Amendment No. 3 (this “Amendment”) amends and supplements the Schedule 13D filed with the Securities and Exchange Commission (the “SEC”) on March 23, 2023 by and on behalf of Atlas Sand Holdings, LLC, a Delaware limited liability company (“Holdings”), Atlas Sand Holdings II, LLC, a Delaware limited liability company (“Holdings II”), Atlas Sand Management Company, LLC, a Texas limited liability company (“ASMC”), Atlas Sand Management Company II, LLC a Delaware limited liability company (“ASMC II”), and Ben M. Brigham (each, a “Reporting Person”) with respect to the Class A Common Stock, par value \$0.01 per share (“Class A Common Stock”), of Atlas Energy Solutions Inc., a Delaware corporation (the “Issuer”), Amendment No. 1 thereto filed on August 2, 2023, and Amendment No. 2 thereto filed on September 13, 2023 (as amended, the “Schedule 13D”). The principal executive office of the Issuer is located at 5918 W. Courtyard Drive, Suite 500, Austin, TX 78730.

Item 2. Identity and Background

Item 2 of the Schedule 13D is hereby amended and restated as follows:

(a) This Schedule 13D is being filed by Holdings, Holdings II, ASMC, ASMC II, Anne and Bud Oil & Gas Vested, LLC (“Anne and Bud Vested”), BCFP GP, LLC (“BCFP GP”), Mr. Brigham and Brigham Children’s Family LP (“Brigham Children’s LP”) (each, a “Reporting Person”).

(b) The address of the principal business office of Holdings, Holdings II, ASMC, ASMC II and Mr. Brigham is 5918 W. Courtyard Drive, Suite 500 Austin, TX 78730. The address of the principal business office of Anne and Bud Vested and Brigham Children’s LP is 3806 Spirit Lake Cove Austin, TX 78746. The address of the principal business office of BCFP GP is 5914 W. Courtyard Drive, Suite 320 Austin, TX 78730.

(c) The principal occupation of Mr. Brigham is as a self-employed investor, as well as the Chairman of the board of directors of the Issuer (the “Board”) and Chief Executive Officer of the Issuer. Holdings and Holdings II are member-managed limited liability companies, each with the principal business of holding Common Stock (as defined below). ASMC and ASMC II are manager-managed limited liability companies, each with the principal business of holding Common Stock (as defined below). Anne and Bud Vested is a manager-managed limited liability company with the principal business of holding various investments on behalf of its members. BCFP GP is a manager-managed limited liability company with the principal business of holding various investments on behalf of its members. Brigham Children’s LP is a general partner-managed limited partnership with the principal business of holding various investments on behalf of its partners.

(d) None of the Reporting Persons has, during the last five years, been convicted in a criminal proceeding (excluding traffic violations or similar misdemeanors).

(e) During the last five years, none of the Reporting Persons has been a party to a civil proceeding of a judicial or administrative body of competent jurisdiction as a result of which proceeding it or he was or is subject to a judgment, decree or final order enjoining future violations of, or prohibiting or mandating activities subject to, federal or state securities laws or finding any violation with respect to such laws.

(f) Mr. Brigham is a citizen of the United States of America. Holdings, Holdings II and ASMC II are limited liability companies organized under the laws of the State of Delaware. Anne and Bud Vested, ASMC and BCFP GP are limited liability companies organized under the laws of the State of Texas. Brigham Children’s LP is a limited partnership organized under the laws of the state of Texas.

Item 3. Source and Amount of Funds

Item 3 of the Schedule 13D is hereby amended to insert the following paragraph immediately following the first paragraph:

On September 13, 2023, all shares of Class A Common Stock and Class B Common Stock of the Issuer, par value \$0.01 per share (“Class B Common Stock” and, together with Class A Common Stock, “Common Stock”), and units (“Units”) representing ownership interests in Atlas Sand Operating, LLC (“Atlas Operating”) held by Holdings and Holdings II were distributed to their respective members on a pro rata basis in respect of such members’ entitlements in accordance with the limited liability company agreements of Holdings and Holdings II, as applicable. ASMC and ASMC II received pro rata distributions from Holdings and Holdings II, respectively, and then further distributed such securities to their respective members on a pro rata basis in respect of such members’ entitlements in accordance with the limited liability company agreements of ASMC and ASMC II, as applicable. Mr. Brigham, Anne and Bud Vested and Brigham Children’s LP received pro rata distributions from Holdings, Holdings II, ASMC and ASMC II.

Item 4. Purpose of the Transaction

Item 4 of the Schedule 13D is hereby amended to insert the following paragraph immediately following the ninth paragraph:

On September 13, 2023, all Class A Common Stock, Class B Common Stock and Units held by Holdings and Holdings II were distributed to their respective members on a pro rata basis in respect of such members' entitlements in accordance with the limited liability company agreements of Holdings and Holdings II, as applicable. ASMC and ASMC II received a portion of the securities so distributed by Holdings and Holdings II, respectively, and then further distributed such securities to the respective members of ASMC and ASMC II on a pro rata basis in respect of such members' entitlements in accordance with the limited liability company agreements of ASMC and ASMC II, as applicable. Mr. Brigham, Anne and Bud Vested and Brigham Children's LP received pro rata distributions from Holdings, Holdings II, ASMC and ASMC II.

Item 5. Interest in Securities of the Issuer

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 Stockholders' Agreement, dated March 8, 2023 by and between the Issuer and the signatories thereto (such agreement, the "Stockholders' Agreement," and such signatories, the "Stockholders' Agreement Parties"), Mr. Brigham is the beneficial owner of the following shares of Common Stock:

- 2,123,755 shares of Class A Common Stock and 2,026,740 shares of Class B Common Stock and an equivalent number of Units, representing 4.2% of the Common Stock, held directly by Mr. Brigham;
- 497,402 shares of Class A Common Stock and 9,450,643 shares of Class B Common Stock and an equivalent number of Units, representing 9.9% of the Common Stock, held directly by Anne and Bud Vested;
- 44,815 shares of Class A Common Stock and 851,475 shares of Class B Common Stock and an equivalent number of Units, representing 0.9% of the Common Stock, held directly by Brigham Children's LP;
- 97,303 shares of Class A Common Stock and 1,848,762 shares of Class B Common Stock and an equivalent number of Units, representing 1.9% of the Common Stock, held directly by CamCole Consultants, LLC ("CamCole Consultants");
- 72,950 shares of Class A Common Stock and 81,070 shares of Class B Common Stock and an equivalent number of Units, representing 0.2% of the Common Stock, held directly by A. Lance Langford;
- 24,224 shares of Class A Common Stock and 460,259 shares of Class B Common Stock and an equivalent number of Units, representing 0.5% of the Common Stock, held directly by ALL Financial Trust ("ALL Financial");
- 29,607 shares of Class A Common Stock and 562,539 shares of Class B Common Stock and an equivalent number of Units, representing 0.6% of the Common Stock, held directly by BLL Financial Trust ("BLL Financial");
- 976,071 shares of Class A Common Stock and 6,343,357 shares of Class B Common Stock and an equivalent number of Units, representing 7.3% of the Common Stock, held directly by Gregory M. Shepard;
- 14,816,932 shares of Class A Common Stock, representing 14.8% of the Common Stock, held directly by The Sealy & Smith Foundation;
- 120,478 shares of Class A Common Stock and 2,289,088 shares of Class B Common Stock and an equivalent number of Units, representing 2.4% of the Common Stock, held directly by S. Cole Holdings, LP, a Texas limited partnership ("S. Cole Holdings");
- 145,900 shares of Class A Common Stock and 162,139 shares of Class B Common Stock and an equivalent number of Units, representing 0.3% of the Common Stock, held directly by Richard W. Schmidt;

- 87,476 shares of Class A Common Stock and 1,662,045 shares of Class B Common Stock and an equivalent number of Units, representing 1.7% of the Common Stock, held directly by Schmidt Atlas LLC, a Texas limited liability company (“Schmidt Atlas LLC”);
- 53,134 shares of Class A Common Stock and 1,009,548 shares of Class B Common Stock and an equivalent number of Units, representing 1.1% of the Common Stock, held directly by Joel and Stacy Hock;
- 729,502 shares of Class A Common Stock and 810,696 shares of Class B Common Stock and an equivalent number of Units, representing 1.5% of the Common Stock, held directly by John Gregory Turner;
- 245,773 shares of Class A Common Stock and 243,209 shares of Class B Common Stock and an equivalent number of Units, representing 0.5% of the Common Stock, held directly by Chris Scholla;
- 72,950 shares of Class A Common Stock and 81,069 shares of Class B Common Stock and an equivalent number of Units, representing 0.2% of the Common Stock, held directly by Dathan C. Voelter;
- 218,850 shares of Class A Common Stock and 243,209 shares of Class B Common Stock and an equivalent number of Units, representing 0.5% of the Common Stock, held directly by Kirk Ginn;
- 262,249 shares of Class A Common Stock and 283,743 shares of Class B Common Stock and an equivalent number of Units, representing 0.5% of the Common Stock, held directly by Brian Leveille; and
- 256,126 shares of Class A Common Stock and 283,743 shares of Class B Common Stock and an equivalent number of Units, representing 0.5% of the Common Stock, held directly by Chad McEver.

Each share of Class B Common Stock has no economic rights but entitles its holder to one vote on all matters to be voted on by stockholders generally. At the request of the holder, each Unit may be coupled with a share of Class B Common Stock and redeemed for, at the Issuer’s election and subject to certain restrictions in the limited liability company agreement of Atlas Operating (the “Atlas Operating LLC Agreement”), newly issued shares of Class A Common Stock of the Issuer on a one-for-one basis or for a cash payment to be determined pursuant to the Atlas Operating LLC Agreement for each Unit redeemed.

(b) The number of shares of Class A Common Stock and Class B 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) On September 13, 2023, 39,147,501 shares of Class A Common Stock and 42,852,499 shares of Class B Common Stock and corresponding Units held by Holdings and Holdings II were distributed to their respective members on a pro rata basis in respect of such members’ entitlements in accordance with the limited liability company agreements of Holdings and Holdings II, as applicable. ASMC, which received 1,661,666 shares of Class A Common Stock and 31,571,740 shares of Class B Common Stock and corresponding Units as part of the pro rata distribution from Holdings, and ASMC II, which received 10,090,738 shares of Class A Common Stock as part of the pro rata distribution from Holdings II, then further distributed such securities to their respective members on a pro rata basis in respect of such members’ entitlements in accordance with the limited liability company agreements of ASMC and ASMC II, as applicable. Certain Reporting Persons received securities as part of the pro rata distributions from Holdings, Holdings II, ASMC and ASMC II in the following amounts:

- Mr. Brigham received (i) 28,081 shares of Class A Common Stock and 533,532 shares of Class B Common Stock from Holdings, (ii) 1,247,427 shares of Class A Common Stock from Holdings II, (iii) 78,590 shares of Class A Common Stock and 1,493,208 shares of Class B Common Stock from ASMC and (iv) 469,657 shares of Class A Common Stock from Holdings ASMC II;
- Anne and Bud Vested received 497,402 shares of Class A Common Stock and 9,450,643 shares of Class B Common Stock from ASMC; and
- Brigham Children’s LP received (i) 30,815 shares of Class A Common Stock and 585,479 shares of Class B Common Stock from Holdings and (ii) 14,000 shares of Class A Common Stock and 265,996 shares of Class B Common Stock from ASMC.

Certain other of the Stockholders’ Agreement Parties also received securities as part of the pro rata distributions from Holdings, Holdings II, ASMC and ASMC II totaling 18,207,725 shares of Class A Common Stock and 16,364,476 shares of Class B Common stock and an equivalent number of Units, as set forth in Item 5(a) above.

The information set forth or incorporated by reference in Item 3 of this Schedule 13D is incorporated by reference in this Item 5.

(d) Not applicable.

(e) On September 13, 2023, each of Holdings, Holdings II, ASMC and ASMC II ceased to be the beneficial owner of more than five percent of the 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 paragraph immediately following the twelfth paragraph:

On September 13, 2023, the following parties joined the Stockholders' Agreement and became subject to the rights, restrictions and obligations applicable to Principal Stockholders thereunder: Mr. Langford, ALL Financial, Anne and Bud Vested, BLL Financial, Mr. Leveille, Brigham Children's LP, CamCole Consultants, Mr. McEver, Mr. Scholla, Mr. Voelter, Mr. Shepard, Mr. Turner, Mr. Ginn, Mr. Schmidt, S. Cole Holdings, Schmidt Atlas LLC, Mr. and Ms. Hock and The Sealy & Smith Foundation. Under the Stockholders' Agreement, Mr. Brigham may be deemed to have shared voting power with respect to an additional 18,209,525 shares of Class A Common Stock and 16,364,476 shares of Class B Common Stock and an equivalent number of Units, which includes all shares of Common Stock held by the Principal Stockholders except the shares of Common Stock held by Anne and Bud Vested and Brigham Children's LP.

Item 7. Material to Be Filed as Exhibits

<u>Exhibit No.</u>	<u>Description</u>
1	Stockholders' Agreement, dated as of March 8, 2023, by and among Atlas Energy Solutions Inc. and the other signatories thereto.
2	Power of Attorney, dated September 25, 2023, granted by Anne and Bud Oil & Gas Vested, LLC.
3	Power of Attorney, dated September 25, 2023, granted by BCFP GP, LLC.
4	Power of Attorney, dated September 25, 2023, granted by Brigham Children's Family LP.

SIGNATURES

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

Date: September 25, 2023

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

ANNE AND BUD OIL & GAS VESTED, LLC

By: Ben M. Brigham, by Dathan C. Voelter as attorney-in-fact
Name: Ben M. Brigham
Title: Manager

BCFP GP, LLC

By: Ben M. Brigham, by Dathan C. Voelter as attorney-in-fact
Name: Ben M. Brigham
Title: Co-Manager

BRIGHAM CHILDREN'S FAMILY LP

By: BCFP GP, LLC, its General Partner

By: Ben M. Brigham, by Dathan C. Voelter as attorney-in-fact
Name: Ben M. Brigham
Title: Co-Manager

ATLAS SAND HOLDINGS, LLC

By: /s/ Dathan C. Voelter
Name: Dathan C. Voelter
Title: Secretary

ATLAS SAND HOLDINGS II, LLC

By: /s/ Dathan C. Voelter
Name: Dathan C. Voelter
Title: Secretary

ATLAS SAND MANAGEMENT COMPANY, LLC

By: /s/ Dathan C. Voelter
Name: Dathan C. Voelter
Title: Secretary

[Signature Page to Schedule 13D]

ATLAS SAND MANAGEMENT COMPANY II, LLC

By: /s/ Dathan C. Voelter

Name: Dathan C. Voelter

Title: Secretary

[Signature Page to Schedule 13D]

STOCKHOLDERS' AGREEMENT

This **STOCKHOLDERS' AGREEMENT** (this "**Agreement**"), dated as of March 8, 2023, is entered into by and among Atlas Energy Solutions Inc., a Delaware corporation (the "**Company**"), and the Principal Stockholders (as defined herein).

WHEREAS, the Certificate of Incorporation and Bylaws of the Company have been amended and restated in connection with the Company's initial public offering (the "**IPO**") of shares of Class A Common Stock, par value \$0.01 per share (the "**Class A Common Stock**"), by the Company (as amended and restated from time to time, the "**Certificate of Incorporation**" and "**Bylaws**," respectively);

WHEREAS, as of the closing of the IPO, as a result of the transactions described under the heading "Corporate Reorganization" in the final prospectus related to the IPO, Atlas Sand Holdings, LLC, a Delaware limited liability company ("**Holdings**"), and Atlas Sand Holdings II, LLC, a Delaware limited liability company ("**Holdings II**" and, together with Holdings, the "**Holdings Entities**"), directly hold all of the shares of Common Stock subject to this Agreement and shall constitute the Principal Stockholders hereunder;

WHEREAS, following the completion of the IPO and in accordance with the terms of the limited liability company agreements governing each of the Holdings Entities, each of the Holdings Entities will effect a series of distributions of all of the shares of Common Stock they each hold to their direct and indirect unitholders (collectively, the "**Distributions**");

WHEREAS, upon the effective date of the Distributions, each of the Holdings Entities will cease to hold all of the shares of Common Stock subject to this Agreement and to constitute Principal Stockholders hereunder, and their respective unitholders that execute this Agreement, shall henceforth constitute Principal Stockholders under this Agreement; and

WHEREAS, in connection with, and effective upon, the completion of the IPO, the Principal Stockholders and the Company have entered into this Agreement to set forth certain understandings among themselves.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

ARTICLE I DEFINITIONS

Section 1.1 Certain Definitions. As used in this Agreement, the following terms shall have the following meanings:

"**Affiliate**" means, with respect to any specified Person, a Person that directly or indirectly Controls or is Controlled by, or is under common Control with, such specified Person; *provided* that, for purposes of this Agreement, none of the Principal Stockholders shall be deemed to be Affiliates of the Company and its Affiliates. For purposes of this Agreement, no party to this Agreement shall be deemed to be an Affiliate of another party to this Agreement solely by reason of the execution and delivery of this Agreement.

"**Beneficial Owner**" of a security is a Person who directly or indirectly, through any contract, arrangement, understanding, relationship or otherwise, has or shares (a) voting power, which includes the power to vote, or to direct the voting of, such security and/or (b) investment power, which includes the power to dispose of, or to direct the disposition of, such security. The terms "**Beneficially Own**" and "**Beneficial Ownership**" shall have correlative meanings. For the avoidance of doubt, for purposes of this Agreement, each Principal Stockholder is deemed to Beneficially Own the shares of Common Stock owned by it and no party hereto is deemed to Beneficially Own shares of Common Stock of another party hereto, notwithstanding the fact that such shares are subject to this Agreement.

"**Board**" means the Board of Directors of the Company.

"**Brigham Director**" means any such individual whom the Brigham Representative shall nominate or designate pursuant to Section 2.1 and who is thereafter appointed or elected to the Board to serve as a director.

"**Brigham Representative**" means Ben M. Brigham; *provided* that in accordance with Section 2.5 in the event of Ben M. Brigham's Disability, it shall mean (i) Anne Brigham; (ii) upon each of Ben M. Brigham's and Anne Brigham's Disability, it shall mean David Brigham; and (iii) upon each of Ben M. Brigham's, Anne Brigham's and David Brigham's Disability, it shall mean Vince Brigham.

"**Bylaws**" has the meaning given to such term in the recitals hereto.

"**Certificate of Incorporation**" has the meaning given to such term in the recitals hereto.

"**Class A Common Stock**" has the meaning given to such term in the recitals hereto.

"**Class B Common Stock**" means the Class B Common Stock, par value \$0.01 per share, of the Company.

"**Common Stock**" means the Class A Common Stock and the Class B Common Stock, considered as a single class.

"**Control**" (including the terms "**Controls**," "**Controlled by**" and "**under common Control with**") means the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of a Person, whether through the ownership of voting securities, by contract or otherwise.

“Disability” means the Brigham Representative’s inability to (a) act prudently with respect to matters concerning the corporate governance of the Company, including in the exercise of the Brigham Representative’s approval and designation rights under this Agreement, and (b) engage reasonably in discussions with other Principal Stockholders regarding the composition of the Board or any proposed action subject to the Brigham Representative’s approval under Section 2.4, in each case, as a result of a mental or physical impairment that is continuing, or can reasonably be expected to continue, for (i) 90 consecutive days or (ii) any 180 days, whether or not consecutive (or for any longer period as may be required by applicable law), in any 12-month period. A determination of whether a Disability exists shall be made following the delivery of a written notice by any Principal Stockholder to the other parties hereto and the Board including a statement that such Principal Stockholder in good faith believes that a question exists as to whether the Brigham Representative has a Disability and a request that a determination be made thereon, by mutual agreement of (A) an independent physician selected by the Brigham Representative (or a personal representative designated by the Brigham Representative) and (B) an independent physician selected by a majority of the directors then serving on Board that qualify as “independent” for purposes of the Exchange Act and rules and regulations of the principal exchange on which the Common Stock is then listed; provided, however, that, if the opinion of the Brigham Representative’s physician and the Board’s physician conflict, such physicians shall together agree upon and select a third independent physician, whose opinion shall be binding. In the event a question arises as to whether the Brigham Representative has a Disability, the Brigham Representative shall reasonably cooperate in all respects with the other Principal Stockholders and the Board in order to facilitate a determination thereon for purposes of this Agreement, including (x) submitting to examinations by any medical doctors or other health care specialists, (y) authorizing the disclosure and release of all supporting medical records to any such medical doctors or other specialists and (z) authorizing any such medical doctors or other specialists to discuss matters concerning the Brigham Representative’s physical and mental condition with the Board and the other Principal Stockholders.

“Distributions” has the meaning given to such term in the recitals hereto.

“Exchange Act” means the Securities Exchange Act of 1934, as amended.

“Holdings” has the meaning given to such term in the recitals hereto.

“Holdings IF” has the meaning given to such term in the recitals hereto.

“Holdings Entities” has the meaning given to such term in the recitals hereto.

“IPO” has the meaning given to such term in the recitals hereto.

“Necessary Action” means, with respect to a specified result, all actions (to the extent such actions are permitted by applicable law and within such party’s control) necessary to cause such result, including (i) voting or providing a written consent or proxy with respect to shares of Common Stock, (ii) causing the adoption of stockholders’ resolutions and amendments to the organizational documents of the Company, (iii) executing agreements and instruments and (iv) making, or causing to be made, with governmental, administrative or regulatory authorities, all filings, registrations or similar actions that are required to achieve such result.

“Person” means any individual, corporation, firm, partnership, joint venture, limited liability company, estate, trust, business association, organization, any court, administrative agency, regulatory body, commission or other governmental authority, board, bureau or instrumentality, domestic or foreign and any subdivision thereof or other entity, and also includes any managed investment account.

“Principal Stockholder” means (i) prior to the effective date of the Distributions, the Holdings Entities, and (ii) following the effective date of the Distributions, any of the stockholders identified on the signature pages hereto or any other Persons signatory hereto from time to time, including in accordance with Section 4.9 hereof (other than the Holdings Entities). For the avoidance of doubt, the Brigham Representative, other than Ben M. Brigham, shall not be a Principal Stockholder as defined in this Agreement.

“Transfer” means, directly or indirectly (whether by merger, operation of law or otherwise), to sell, transfer, assign, pledge, hypothecate or otherwise dispose of or encumber any direct or indirect economic, voting or other rights in or to any Common Stock, including by means of (i) the Transfer of an interest in a Person that directly or indirectly holds such Common Stock or (ii) a hedge, swap or other derivative. **“Transferred”** and **“Transferring”** shall have correlative meanings.

Section 1.2 Rules of Construction.

(a) Unless the context requires otherwise: (i) any pronoun used in this Agreement shall include the corresponding masculine, feminine or neuter forms; (ii) references to Articles and Sections refer to articles and sections of this Agreement; (iii) the terms “include,” “includes,” “including” and words of like import shall be deemed to be followed by the words “without limitation”; (iv) the terms “hereof,” “hereto,” “herein” or “hereunder” refer to this Agreement as a whole and not to any particular provision of this Agreement; (v) unless the context otherwise requires, the term “or” is not exclusive and shall have the inclusive meaning of “and/or”; (vi) defined terms herein will apply equally to both the singular and plural forms and derivative forms of defined terms will have correlative meanings; (vii) references to any law or statute shall include all rules and regulations promulgated thereunder, and references to any law or statute shall be construed as including any legal and statutory provisions consolidating, amending, succeeding or replacing the applicable law or statute; (viii) references to any Person include such Person’s successors and permitted assigns; and (ix) references to “days” are to calendar days unless otherwise indicated.

(b) The headings in this Agreement are for convenience and identification only and are not intended to describe, interpret, define or limit the scope, extent or intent of this Agreement or any provision thereof.

(c) This Agreement shall be construed without regard to any presumption or other rule requiring construction against the party that drafted or caused this Agreement to be drafted

ARTICLE II GOVERNANCE MATTERS

Section 2.1 Designees.

(a) Brigham Designees.

(i) Following the closing of the IPO and for so long as the Principal Stockholders and any Affiliates of the Principal Stockholders collectively Beneficially Own greater than 50% of the outstanding shares of Common Stock, the Brigham Representative shall have the right, but not the obligation, to determine the size of the Board and designate all members of the Board, including the right to designate such number of individuals to be included in the slate of directors to be nominated by the Board for election by the stockholders of the Company.

(ii) Following the closing of the IPO and after the Principal Stockholders and any Affiliates of the Principal Stockholders collectively no longer Beneficially Own greater than 50% of the outstanding shares of Common Stock, the Brigham Representative shall have the right, but not the obligation, to designate the following number of members of the Board, including the right to designate such number of individuals to be included in the slate of directors to be nominated by the Board for election by the stockholders of the Company such that, after such election, the Board will include the number of directors set forth below:

(A) four (4) directors, so long as the Principal Stockholders and any Affiliates of the Principal Stockholders collectively Beneficially Own at least 35% of the outstanding shares of Common Stock;

(B) three (3) directors, so long as the Principal Stockholders and any Affiliates of the Principal Stockholders collectively Beneficially Own at least 25% but no greater than 35% of the outstanding shares of Common Stock;

(C) two (2) directors, so long as the Principal Stockholders and any Affiliates of the Principal Stockholders collectively Beneficially Own at least 10% but no greater than 25% of the outstanding shares of Common Stock; and

(D) one (1) director, so long as the Principal Stockholders and any Affiliates of the Principal Stockholders collectively Beneficially Own at least 5% but no greater than 10% of the outstanding shares of Common Stock. If the Principal Stockholders and any Affiliates of the Principal Stockholders collectively Beneficially Own less than 5% of the outstanding shares of Common Stock, the Brigham Representative shall not have any right pursuant to this Agreement to designate any individuals to the Board.

(iii) Notwithstanding anything in Section 2.1(a)(i) to the contrary, if the authorized size of the Board is increased or decreased at any time to constitute other than nine (9) directors, the number of directors that the Brigham Representative is entitled to designate to the Board pursuant to Section 2.1(a)(ii) shall be proportionately increased or decreased, respectively, rounded to the nearest whole number. In the event that the Company's Certificate of Incorporation provides for a classified Board, then proper provision shall be made such that the individuals designated to the Board by the Brigham Representative are distributed as evenly as possible among the classes of directors.

(iv) The Company agrees, to the fullest extent permitted by applicable law, to take all Necessary Action to effectuate the above, and not to take any action that would be reasonably expected to result in any of the above not becoming effectuated, including by: (A) including the persons designated pursuant to this Section 2.1 in the slate of nominees recommended by the Board for election at any meeting of stockholders called for the purpose of electing directors; (B) nominating and recommending each such individual to be elected as a director as provided herein; (C) soliciting proxies or consents in favor thereof; (D) filling vacancies of the Board with individuals designated by the Brigham Representative; (E) if necessary, expanding the size of the Board and filling any resulting vacancies with individuals designated by the Brigham Representative; and (F) causing any director resignation or similar policy of the Company to not be applicable to the Brigham Directors. The Company is entitled to identify each such individual nominated pursuant to this Section 2.1(a) as a Brigham Director pursuant to this Agreement. In order to facilitate the Company's performance of its obligations under this Section 2.1(a)(iv), the Brigham Representative agrees to provide to the Company, as reasonably requested by the Company, such information about any applicable designees of the Brigham Representative to ensure compliance with the Exchange Act, and other applicable securities laws and to enable the Board to make any determinations as to whether such designee is independent under the Exchange Act or other applicable securities laws or under the rules of the principal exchange on which the Common Stock is then listed.

(b) In the event that the Brigham Representative has designated to the Board fewer than the total number of individuals it is entitled to designate pursuant to Section 2.1(a), the Brigham Representative shall have the right, at any time, to designate such additional individuals to which it is entitled, in which case the Company and the directors shall take all Necessary Action, to the fullest extent permitted by applicable law, to (i) enable the Brigham Representative to designate and effect the election or appointment of such additional individuals, whether by increasing the size of the Board or otherwise, and (ii) designate each such additional individual nominated by the Brigham Representative to fill such newly-created vacancies or to fill any other existing vacancies.

(c) So long as the Brigham Representative is entitled to designate one or more nominees pursuant to Section 2.1(a), the Brigham Representative shall have the right to request the removal of any Brigham Director (with or without cause) designated by it, from time to time and at any time, from the Board, exercisable upon written notice to the Company, and the Company and the Principal Stockholders shall, and the Principal Stockholders shall cause any of their Affiliates to, take all Necessary Action to cause such removal.

(d) For so long as the Brigham Representative is entitled to designate any members of the Board pursuant to Section 2.1(a), the Company shall take all Necessary Action to cause each of the Audit Committee, Compensation Committee and the Nominating and Governance Committee of the Board to include in its membership at least one Brigham Director, except to the extent that such membership would violate applicable securities laws or stock exchange or stock market rules.

(e) Nothing in this Section 2.1 shall be deemed to require that any party hereto, or any Affiliate thereof, act or be in violation of any applicable provision of law, regulation, legal duty or requirement or stock exchange or stock market rule of any national securities exchange upon which the Class A Common Stock is admitted for trading.

(f) Vacancies. If a vacancy is created on the Board at any time by the death, disability, resignation or removal (whether by the Brigham Representative or otherwise in accordance with this Agreement or the Company's Certificate of Incorporation and Bylaws) of a Brigham Director, then the Brigham Representative shall be entitled to designate an individual to fill the vacancy so long as the total number of persons that will serve on the Board as Brigham Directors designated by the Brigham Representative immediately following the filling of such vacancy will not exceed the total number of persons the Brigham Representative is entitled to designate pursuant to Section 2.1(a) on the date of such replacement designation. The Company and the Principal Stockholders shall, and the Principal Stockholders shall cause any of their Affiliates to, take all Necessary Action to cause such replacement Brigham Director to become a member of the Board pursuant to this Section 2.1(f).

(g) Compensation; Indemnification. Each Brigham Director shall be entitled to the same reimbursement, advancement, exculpation and indemnification in connection with his or her role as a director as the other members of the Board, as well as reimbursement for documented, reasonable, out-of-pocket expenses incurred in attending meetings of the Board or any committee of the Board of which such Brigham Director is a member, if any, in each case to the same extent as the other members of the Board. Each Brigham Director who is not an employee of the Company shall be also entitled to any retainer, equity compensation or other fees or compensation paid to the non-employee directors of the Company for their services as a director, including any service on any committee of the Board.

Section 2.2 Principal Stockholders' Agreement to Vote. From and after the date hereof, each Principal Stockholder shall, and each Principal Stockholder shall cause each of its Affiliates to:

(a) cause its respective shares of Common Stock to be present for quorum purposes at any meeting of stockholders of the Company at which directors shall be elected (or any action by stockholder consent to elect directors in lieu of a stockholder meeting); and

(b) cause its respective shares of Common Stock to be voted in favor of the election of each Brigham Director designated and nominated for election at such meeting in accordance with this Agreement (or any action by stockholder consent to elect directors in lieu of a stockholder meeting).

Section 2.3 Restrictions on Other Agreements. No Principal Stockholder shall, or permit any of its Affiliates to, directly or indirectly, grant any proxy or enter into or agree to be bound by any voting trust, agreement or arrangement of any kind with respect to its shares of Common Stock if and to the extent the terms thereof conflict with the provisions of this Agreement (whether or not such proxy, voting trust, agreement or agreements are with other Principal Stockholders, Affiliates of any Principal Stockholders or holders of shares of Common Stock that are not parties to this Agreement or otherwise).

Section 2.4 Certain Actions. So long as the Principal Stockholders or any Affiliates of the Principal Stockholders collectively Beneficially Own at least a majority of the outstanding shares of Common Stock, without the approval of the Brigham Representative, the Company shall not, and shall cause each of the Company's subsidiaries not to:

(a) adopt or propose any amendment, modification or restatement of or supplement to the Company's Certificate of Incorporation;

(b) adopt or propose any amendment, modification or restatement of or supplement to the Company's Bylaws;

(c) change the size of the Board, except as required by applicable law or pursuant to the terms of this Agreement, or upon the death, resignation, retirement, disqualification or removal from office of a member of the Board; or

(d) issue any class or series of equity securities of the Company, the terms of which expressly provide that such class or series will rank senior to the Common Stock as to voting rights, dividend rights or distribution rights upon the liquidation, winding up or dissolution of the Company.

Section 2.5 The Brigham Representative Succession. The Brigham Representative's designation rights described in Section 2.1 and the approval rights over certain Company actions described in Section 2.4 shall succeed as follows: (i) in the event of Ben M. Brigham's Disability, to Anne Brigham; (ii) upon each of Ben M. Brigham's and Anne Brigham's Disability, to David Brigham; (iii) upon each of Ben M. Brigham's, Anne Brigham's and David Brigham's Disability, to Vince Brigham; and (iv) upon each of Ben M. Brigham's, Anne Brigham's, David Brigham's and Vince Brigham's Disability, this Agreement shall terminate.

ARTICLE III TERMINATION

Section 3.1 Termination. This Agreement shall irrevocably terminate with respect to (a) any Principal Stockholder at such time as such Principal Stockholder and its Affiliates no longer Beneficially Owns any shares of Common Stock, (b) any Principal Stockholder at such time as the Company notifies such Principal Stockholder in writing (and the Company shall promptly notify the other Principal Stockholders of such termination), (c) all parties to this Agreement at such time as the Brigham Representative is no longer entitled to designate a nominee to the Board pursuant to Section 2.1(a) and (d) in accordance with Section 2.5. Upon a termination of this Agreement in respect of any Principal Stockholder, there shall be no continuing liability or obligation on the part of any Person that constitutes such Principal Stockholder or any other party in respect of such Principal Stockholder following such termination; *provided, however*, that the termination of this Agreement in respect of any Principal Stockholder shall not prevent any party from seeking any remedies (at law or in equity) against any other party for such party's breach of any terms of this Agreement occurring prior to such termination. Notwithstanding the foregoing, the Brigham Representative shall have the unilateral right to terminate this Agreement or waive any rights under this Agreement relating to the appointment of one or members of the Board or the consent over certain actions of the Company by written instrument duly executed by the Brigham Representative.

ARTICLE IV MISCELLANEOUS

Section 4.1 Notices. All notices, requests, demands and other communications under this Agreement shall be in writing and shall be personally delivered, sent by nationally recognized overnight courier, mailed by registered or certified mail or be sent by facsimile or electronic mail to such party at the address set forth below or appearing on the signature pages hereto (or such other address as shall be specified by like notice). Notices will be deemed to have been duly given hereunder if (a) personally delivered, when received, (b) sent by nationally recognized overnight courier, one business day after deposit with the nationally recognized overnight courier, (c) mailed by registered or certified mail, five business days after the date on which it is so mailed, and (d) sent by facsimile or electronic mail, on the date sent so long as such communication is transmitted before 5:00 p.m. in the time zone of the receiving party on a business day, otherwise, on the next business day.

If to the Company, to:

Atlas Energy Solutions Inc.
5918 W. Courtyard Drive, Suite 500
Austin, Texas 78730
Attention: Dathan Voelter
E-mail: dvoelter@atlassand.com

Section 4.2 Severability. The provisions of this Agreement shall be deemed severable, and the invalidity or unenforceability of any provision shall not affect the validity or enforceability of the other provisions hereof. If any provision of this Agreement, or the application thereof to any Person or any circumstance, is found to be invalid or unenforceable in any jurisdiction, (a) a suitable and equitable provision shall be substituted therefor in order to carry out, so far as may be valid and enforceable, the intent and purpose of such invalid or unenforceable provision and (b) the remainder of this Agreement and the application of such provision to other Persons or circumstances shall not be affected by such invalidity or unenforceability, nor shall such invalidity or unenforceability affect the validity or enforceability of such provision, or the application thereof, in any other jurisdiction.

Section 4.3 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which, taken together, shall be considered one and the same agreement.

Section 4.4 Entire Agreement; No Third Party Beneficiaries. This Agreement (a) constitutes the entire agreement and supersedes all other prior agreements, both written and oral, among the parties with respect to the subject matter hereof and (b) is not intended to confer upon any Person, other than the parties, any rights or remedies hereunder.

Section 4.5 Further Assurances. Each party shall execute, deliver, acknowledge and file such other documents and take such further actions as may be reasonably requested from time to time by the other parties to give effect to and carry out the transactions contemplated herein.

Section 4.6 Governing Law; Equitable Remedies. THIS AGREEMENT AND ANY CLAIMS AND CAUSES OF ACTION HEREUNDER SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF DELAWARE (WITHOUT GIVING EFFECT TO CONFLICT OF LAWS PRINCIPLES THEREOF). The parties hereto

agree that irreparable damage would occur in the event that any of the provisions of this Agreement were not performed in accordance with its specific terms or was otherwise breached. It is accordingly agreed that the parties hereto shall be entitled to an injunction or injunctions and other equitable remedies to prevent breaches of this Agreement and to enforce specifically the terms and provisions hereof in any of the Selected Courts (as defined below), this being in addition to any other remedy to which they are entitled at law or in equity. Any requirements for the securing or posting of any bond with respect to such remedy are hereby waived by each of the parties hereto. Each party hereto further agrees that, in the event of any action for an injunction or other equitable remedy in respect of such breach or enforcement of specific performance, it will not assert the defense that a remedy at law would be adequate.

Section 4.7 Consent to Jurisdiction. With respect to any suit, action or proceeding (“**Proceeding**”) arising out of or relating to this Agreement, each of the parties hereto hereby irrevocably (a) submits to the exclusive jurisdiction of the Court of Chancery of the State of Delaware and the United States District Court for the District of Delaware and the appellate courts therefrom (the “**Selected Courts**”) and waives any objection to venue being laid in the Selected Courts whether based on the grounds of forum non conveniens or otherwise and hereby agrees not to commence any such Proceeding other than before one of the Selected Courts; *provided, however*, that a party may commence any Proceeding in a court other than a Selected Court solely for the purpose of enforcing an order or judgment issued by one of the Selected Courts; (b) consents, to the fullest extent permitted by law, to service of process in any Proceeding by the mailing of copies thereof by registered or certified mail, postage prepaid, or by recognized international express carrier or delivery service, to their respective addresses referred to in Section 4.1 hereof; *provided, however*, that nothing herein shall affect the right of any party hereto to serve process in any other manner permitted by law; and (c) TO THE EXTENT NOT PROHIBITED BY APPLICABLE LAW THAT CANNOT BE WAIVED, WAIVES, AND COVENANTS THAT IT WILL NOT ASSERT (WHETHER AS PLAINTIFF, DEFENDANT OR OTHERWISE) ANY RIGHT TO TRIAL BY JURY IN ANY ACTION ARISING IN WHOLE OR IN PART UNDER OR IN CONNECTION WITH THIS AGREEMENT, WHETHER NOW EXISTING OR HEREAFTER ARISING, AND WHETHER SOUNDING IN CONTRACT, TORT OR OTHERWISE, AND AGREES THAT ANY OF THEM MAY FILE A COPY OF THIS PARAGRAPH WITH ANY COURT AS WRITTEN EVIDENCE OF THE KNOWING, VOLUNTARY AND BARGAINED-FOR AGREEMENT AMONG THE PARTIES IRREVOCABLY TO WAIVE THE RIGHT TO TRIAL BY JURY IN ANY PROCEEDING WHATSOEVER BETWEEN THEM RELATING TO THIS AGREEMENT AND TO HAVE ALL MATTERS RELATING TO THIS AGREEMENT BE TRIED IN A COURT OF COMPETENT JURISDICTION BY A JUDGE SITTING WITHOUT A JURY.

Section 4.8 Amendments; Waivers.

(a) No provision of this Agreement may be amended, modified or supplemented without a written instrument duly executed by the Company, the Brigham Representative and each of the Principal Stockholders; provided that any such amendment, modification or supplement that only affects the rights or obligations of a particular party shall only require the consent of such affected party, the Company and the Brigham Representative.

(b) No failure or delay by any party in exercising any right, power or privilege hereunder shall operate as waiver thereof nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power or privilege. The rights and remedies herein provided shall be cumulative and not exclusive of any rights or remedies provided by law.

Section 4.9 Assignment; Restrictions on Transferability; Affiliate Joinder.

(a) Neither this Agreement nor any of the rights, restrictions or obligations hereunder shall be assigned by any of the Parties.

(b) No Principal Stockholder shall Transfer any shares of Common Stock to any of its Affiliates, or to any Person for estate planning purposes, unless such transferee has executed a joinder to this Agreement, in a form reasonably acceptable to the Brigham Representative and the Company, to become a party to this Agreement as a Principal Stockholder and, as such, become subject to the rights, restrictions and obligations applicable to Principal Stockholders for all purposes of this Agreement (a “**Principal Stockholder Joinder**”); *provided* that no such Transfer shall relieve the Principal Stockholders from any obligations under this Agreement. Any Transfer in violation of this Agreement shall be void *ab initio* and of no force or effect. Notwithstanding the foregoing, the Distributions shall not constitute a Transfer hereunder.

(c) In the event that any Affiliate of a Principal Stockholder acquires any shares of Common Stock not subject to this Agreement, if such Affiliate is not a party to this Agreement, such Principal Stockholder shall cause such Affiliate to promptly execute a Principal Stockholder Joinder.

Section 4.10 Information.

(a) Upon the request of the Company or the Brigham Representative, each Principal Stockholder shall use commercially reasonable efforts to promptly provide to the Company or the Brigham Representative, as applicable, the number of shares of Common Stock such Principal Stockholder Beneficially Owns in the aggregate and the number of shares of Common Stock Beneficially Owned by each Person constituting such Principal Stockholder.

(b) Upon the execution of any transaction by a Principal Stockholder or any Affiliates of a Principal Stockholder that results in an increase or decrease in the amount of shares of Common Stock Beneficially Owned by such Principal Stockholder or any Affiliates of such Principal Stockholder, such Principal Stockholder shall immediately notify the Company and the Brigham Representative of such transaction and include the number of shares of Common Stock such Principal Stockholder or any Affiliates of such Principal Stockholder Beneficially Owns in the aggregate and the number of shares of Common Stock Beneficially Owned by each Person constituting such Principal Stockholder or any Affiliates of such Principal Stockholder as a result of the transaction.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first written above.

COMPANY

ATLAS ENERGY SOLUTIONS INC.

By: /s/ John Turner
Name: John Turner
Title: President and Chief Financial Officer

[Signature Page to Stockholders' Agreement]

PRINCIPAL STOCKHOLDERS:

/s/ Ben M. Brigham

Name: Ben M. Brigham

Atlas Sand Holdings, LLC

By: /s/ John Turner

Name: John Turner

Title: President and Chief Financial Officer

Atlas Sand Holdings II, LLC

By: /s/ John Turner

Name: John Turner

Title: President and Chief Financial Officer

Address for Notice for Signatories Above:

5918 W. Courtyard Drive

Suite 500

Austin, TX 78730

Anne and Bud Oil & Gas Vested, LLC

By: /s/ Ben M. Brigham

Name: Ben M. Brigham

Title: Manager

Brigham Children's Family LP

By: BCFP GP, LLC, its general partner

By: /s/ Ben M. Brigham

Name: Ben M. Brigham

Title: Co-Manager

Address for Notice for Signatories Above:

3806 Spirit Lake Cove

Austin, TX 78746

A. Lance Langford

By: /s/ A. Lance Langford

Name: A. Lance Langford

[Signature Page to Stockholders' Agreement]

ALL Financial Trust

By: /s/ Brenda L. Langford

Name: Brenda L. Langford

Title: Trustee

BLL Financial Trust

By: /s/ A. Lance Langford

Name: A. Lance Langford

Title: Trustee

Address for Notice for Signatories Above:

10500 Milky Way
Austin, TX 78730

CamCole Consultants, LLC

By: /s/ Cameron T. Cole

Name: Cameron T. Cole

Title: Manager

Address for Notice for Signatory Above:

2203 Gulf Avenue
Midland, TX 79705

Gregory M. Shepard

By: /s/ Gregory M. Shepard

Name: Gregory M. Shepard

Address for Notice for Signatory Above:

7028 Portmarnock Place
Lakewood Ranch, FL 34202

Joel Hock

By: /s/ Joel Hock

Name: Joel Hock

Stacy Hock

By: /s/ Stacy Hock

Name: Stacy Hock

[Signature Page to Stockholders' Agreement]

Address for Notice for Signatories Above:

3331 Westlake Drive
Austin, TX 78746

S. Cole Holdings, LP

By: /s/ Stephen C. Cole

Name: Stephen C. Cole

Title: President

Address for Notice for Signatory Above:

P.O. Box 1506
Midland, TX 79702

Richard Schmidt

By: /s/ Richard Schmidt

Name: Richard Schmidt

Schmidt Atlas, LLC

By: /s/ Richard Schmidt

Name: Richard Schmidt

Title: Manager

Address for Notice for Signatories Above:

5410 Bee Caves Road
Austin, TX 78746

The Sealy and Smith Foundation

By: /s/ Douglas Rogers

Name: Douglas Rogers

Title: Executive Director and Secretary/Treasurer

Address for Notice for Signatory Above:

2200 Market St., Ste. 500
Galveston, TX 77550

Kirk Ginn

By: /s/ Kirk Ginn

Name: Kirk Ginn

[Signature Page to Stockholders' Agreement]

Brian Leveille

By: /s/ Brian Leveille

Name: Brian Leveille

Chad McEver

By: /s/ Chad McEver

Name: Chad McEver

Chris Scholla

By: /s/ Chris Scholla

Name: Chris Scholla

John Turner

By: /s/ John Turner

Name: John Turner

Dathan Voelter

By: /s/ Dathan Voelter

Name: Dathan Voelter

Address for Notice for Signatories Above:

5918 W. Courtyard Drive
Suite 500
Austin, TX 78730

Acknowledge & Agreed:

BRIGHAM REPRESENTATIVE:

/s/ Ben M. Brigham

Name: Ben M. Brigham

Address for Notice:

5918 W. Courtyard Drive

Suite 500

Austin, TX 78730

/s/ Anne Brigham

Name: Anne Brigham

Address for Notice:

5918 W. Courtyard Drive

Suite 500

Austin, TX 78730

[Signature Page to Stockholders' Agreement]

/s/ David Brigham

Name: David Brigham
Address for Notice:
5918 W. Courtyard Drive
Suite 500
Austin, TX 78730

/s/ Vince Brigham

Name: Vince Brigham
Address for Notice:
5918 W. Courtyard Drive
Suite 500
Austin, TX 78730

[Signature Page to Stockholders' Agreement]

**POWER OF ATTORNEY
FOR EXECUTING FORM ID, PASSPHRASE UPDATE REQUESTS,
FORMS 3, FORMS 4 AND FORMS 5,
FORM 144 AND SCHEDULE 13D AND 13G**

The undersigned hereby constitutes and appoints John Turner and Dathan C. Voelter, or any of them acting without the other, with full power of substitution, as the undersigned's true and lawful attorney-in-fact to:

1. Execute for and on behalf of the undersigned (a) a Form ID and/or Passphrase Update Request Form (including amendments thereto), or any other forms prescribed by the United States Securities and Exchange Commission (the "SEC"), and thereafter request, and have access to, filing codes for the SEC's Electronic Data Gathering, Analysis, and Retrieval ("EDGAR") system (b) any Form 3, Form 4 and Form 5 (including amendments thereto) in accordance with Section 16(a) of the Securities Exchange Act of 1934, as amended (the "Exchange Act"), (c) Form 144 and (d) Schedule 13D and Schedule 13G (including amendments thereto) in accordance with Sections 13(d) and 13(g) of the Exchange Act, but only to the extent each Form 3, Form 4, Form 5, Form 144, Schedule 13D or Schedule 13G (including amendments thereto) relates to the undersigned's beneficial ownership of securities of Atlas Energy Solutions Inc. (the "Company") or any of its subsidiaries;
2. Do and perform any and all acts for and on behalf of the undersigned that may be necessary or desirable to complete and execute and file such Form ID, Passphrase Update Request Form with the SEC, any Form 3, Form 4, Form 5, Form 144, Schedule 13D or Schedule 13G (including amendments thereto) and timely file the forms or schedules with the SEC and any stock exchange or quotation system, self-regulatory association or any other authority, and provide a copy as required by law or advisable to such persons as the attorney-in-fact deems appropriate; and
3. Take any other action in connection with the foregoing that, in the opinion of the attorney-in-fact, may be of benefit to, in the best interest of or legally required of the undersigned, it being understood that the documents executed by the attorney-in-fact on behalf of the undersigned pursuant to this Power of Attorney shall be in the form and shall contain the terms and conditions as the attorney-in-fact may approve in the attorney-in-fact's discretion.

The undersigned hereby grants to the attorney-in-fact full power and authority to do and perform all and every act requisite, necessary or proper to be done in the exercise of any of the rights and powers herein granted, as fully to all intents and purposes as the undersigned might or could do if personally present, with full power of substitution or revocation, hereby ratifying and confirming all that the attorney-in-fact shall lawfully do or cause to be done by virtue of this Power of Attorney and the rights and powers granted herein. The undersigned acknowledges that the attorneys-in-fact, in serving in such capacity at the request of the undersigned, are not assuming (nor is the Company assuming) any of the undersigned's responsibilities to comply with Section 16 of the Exchange Act.

The undersigned agrees that the attorney-in-fact may rely entirely on information furnished orally or in writing by or at the direction of the undersigned to the attorney-in-fact. The undersigned also agrees to indemnify and hold harmless the Company and the attorney-in-fact against any losses, claims, damages or liabilities (or actions in these respects) that arise out of or are based upon any untrue statements or omissions of necessary facts in the information provided by or at the direction of the undersigned, or upon the lack of timeliness in the delivery of information by or at the direction of the undersigned, to the attorney-in fact for purposes of executing, acknowledging, delivering or filing a Form ID (including amendments thereto), Form 3, Form 4, Form 5, Form 144, Schedule 13D or Schedule 13G (including amendments thereto) and agrees to reimburse the Company and the attorney-in-fact on demand for any legal or other expenses reasonably incurred in connection with investigating or defending against any such loss, claim, damage, liability or action.

This Power of Attorney shall remain in full force and effect until the undersigned is no longer required to file a Form ID (including amendments thereto), Form 3, Form 4, Form 5, Form 144, Schedule 13D and Schedule 13G (including amendments thereto) with respect to the undersigned's holdings of and transactions in securities issued by the Company, unless earlier revoked by the undersigned in a signed writing delivered to the attorney-in-fact. This Power of Attorney does not revoke any other power of attorney that the undersigned has previously granted.

IN WITNESS WHEREOF, the undersigned has caused this Power of Attorney to be executed as of the date written below.

[Remainder of page intentionally left blank]

ANNE AND BUD OIL & GAS VESTED, LLC

By: /s/ Ben M. Brigham
Name: Ben M. Brigham
Title: Manager

09/25/2023
Date

**POWER OF ATTORNEY
FOR EXECUTING FORM ID, PASSPHRASE UPDATE REQUESTS,
FORMS 3, FORMS 4 AND FORMS 5,
FORM 144 AND SCHEDULE 13D AND 13G**

The undersigned hereby constitutes and appoints John Turner and Dathan C. Voelter, or any of them acting without the other, with full power of substitution, as the undersigned's true and lawful attorney-in-fact to:

1. Execute for and on behalf of the undersigned (a) a Form ID and/or Passphrase Update Request Form (including amendments thereto), or any other forms prescribed by the United States Securities and Exchange Commission (the "SEC"), and thereafter request, and have access to, filing codes for the SEC's Electronic Data Gathering, Analysis, and Retrieval ("EDGAR") system (b) any Form 3, Form 4 and Form 5 (including amendments thereto) in accordance with Section 16(a) of the Securities Exchange Act of 1934, as amended (the "Exchange Act"), (c) Form 144 and (d) Schedule 13D and Schedule 13G (including amendments thereto) in accordance with Sections 13(d) and 13(g) of the Exchange Act, but only to the extent each Form 3, Form 4, Form 5, Form 144, Schedule 13D or Schedule 13G (including amendments thereto) relates to the undersigned's beneficial ownership of securities of Atlas Energy Solutions Inc. (the "Company") or any of its subsidiaries;
2. Do and perform any and all acts for and on behalf of the undersigned that may be necessary or desirable to complete and execute and file such Form ID, Passphrase Update Request Form with the SEC, any Form 3, Form 4, Form 5, Form 144, Schedule 13D or Schedule 13G (including amendments thereto) and timely file the forms or schedules with the SEC and any stock exchange or quotation system, self-regulatory association or any other authority, and provide a copy as required by law or advisable to such persons as the attorney-in-fact deems appropriate; and
3. Take any other action in connection with the foregoing that, in the opinion of the attorney-in-fact, may be of benefit to, in the best interest of or legally required of the undersigned, it being understood that the documents executed by the attorney-in-fact on behalf of the undersigned pursuant to this Power of Attorney shall be in the form and shall contain the terms and conditions as the attorney-in-fact may approve in the attorney-in-fact's discretion.

The undersigned hereby grants to the attorney-in-fact full power and authority to do and perform all and every act requisite, necessary or proper to be done in the exercise of any of the rights and powers herein granted, as fully to all intents and purposes as the undersigned might or could do if personally present, with full power of substitution or revocation, hereby ratifying and confirming all that the attorney-in-fact shall lawfully do or cause to be done by virtue of this Power of Attorney and the rights and powers granted herein. The undersigned acknowledges that the attorneys-in-fact, in serving in such capacity at the request of the undersigned, are not assuming (nor is the Company assuming) any of the undersigned's responsibilities to comply with Section 16 of the Exchange Act.

The undersigned agrees that the attorney-in-fact may rely entirely on information furnished orally or in writing by or at the direction of the undersigned to the attorney-in-fact. The undersigned also agrees to indemnify and hold harmless the Company and the attorney-in-fact against any losses, claims, damages or liabilities (or actions in these respects) that arise out of or are based upon any untrue statements or omissions of necessary facts in the information provided by or at the direction of the undersigned, or upon the lack of timeliness in the delivery of information by or at the direction of the undersigned, to the attorney-in fact for purposes of executing, acknowledging, delivering or filing a Form ID (including amendments thereto), Form 3, Form 4, Form 5, Form 144, Schedule 13D or Schedule 13G (including amendments thereto) and agrees to reimburse the Company and the attorney-in-fact on demand for any legal or other expenses reasonably incurred in connection with investigating or defending against any such loss, claim, damage, liability or action.

This Power of Attorney shall remain in full force and effect until the undersigned is no longer required to file a Form ID (including amendments thereto), Form 3, Form 4, Form 5, Form 144, Schedule 13D and Schedule 13G (including amendments thereto) with respect to the undersigned's holdings of and transactions in securities issued by the Company, unless earlier revoked by the undersigned in a signed writing delivered to the attorney-in-fact. This Power of Attorney does not revoke any other power of attorney that the undersigned has previously granted.

IN WITNESS WHEREOF, the undersigned has caused this Power of Attorney to be executed as of the date written below.

[Remainder of page intentionally left blank]

BCFP GP, LLC

By: /s/ Ben M. Brigham
Name: Ben M. Brigham
Title: Co-Manager

09/25/2023
Date

**POWER OF ATTORNEY
FOR EXECUTING FORM ID, PASSPHRASE UPDATE REQUESTS,
FORMS 3, FORMS 4 AND FORMS 5,
FORM 144 AND SCHEDULE 13D AND 13G**

The undersigned hereby constitutes and appoints John Turner and Dathan C. Voelter, or any of them acting without the other, with full power of substitution, as the undersigned's true and lawful attorney-in-fact to:

1. Execute for and on behalf of the undersigned (a) a Form ID and/or Passphrase Update Request Form (including amendments thereto), or any other forms prescribed by the United States Securities and Exchange Commission (the "SEC"), and thereafter request, and have access to, filing codes for the SEC's Electronic Data Gathering, Analysis, and Retrieval ("EDGAR") system (b) any Form 3, Form 4 and Form 5 (including amendments thereto) in accordance with Section 16(a) of the Securities Exchange Act of 1934, as amended (the "Exchange Act"), (c) Form 144 and (d) Schedule 13D and Schedule 13G (including amendments thereto) in accordance with Sections 13(d) and 13(g) of the Exchange Act, but only to the extent each Form 3, Form 4, Form 5, Form 144, Schedule 13D or Schedule 13G (including amendments thereto) relates to the undersigned's beneficial ownership of securities of Atlas Energy Solutions Inc. (the "Company") or any of its subsidiaries;
2. Do and perform any and all acts for and on behalf of the undersigned that may be necessary or desirable to complete and execute and file such Form ID, Passphrase Update Request Form with the SEC, any Form 3, Form 4, Form 5, Form 144, Schedule 13D or Schedule 13G (including amendments thereto) and timely file the forms or schedules with the SEC and any stock exchange or quotation system, self-regulatory association or any other authority, and provide a copy as required by law or advisable to such persons as the attorney-in-fact deems appropriate; and
3. Take any other action in connection with the foregoing that, in the opinion of the attorney-in-fact, may be of benefit to, in the best interest of or legally required of the undersigned, it being understood that the documents executed by the attorney-in-fact on behalf of the undersigned pursuant to this Power of Attorney shall be in the form and shall contain the terms and conditions as the attorney-in-fact may approve in the attorney-in-fact's discretion.

The undersigned hereby grants to the attorney-in-fact full power and authority to do and perform all and every act requisite, necessary or proper to be done in the exercise of any of the rights and powers herein granted, as fully to all intents and purposes as the undersigned might or could do if personally present, with full power of substitution or revocation, hereby ratifying and confirming all that the attorney-in-fact shall lawfully do or cause to be done by virtue of this Power of Attorney and the rights and powers granted herein. The undersigned acknowledges that the attorneys-in-fact, in serving in such capacity at the request of the undersigned, are not assuming (nor is the Company assuming) any of the undersigned's responsibilities to comply with Section 16 of the Exchange Act.

The undersigned agrees that the attorney-in-fact may rely entirely on information furnished orally or in writing by or at the direction of the undersigned to the attorney-in-fact. The undersigned also agrees to indemnify and hold harmless the Company and the attorney-in-fact against any losses, claims, damages or liabilities (or actions in these respects) that arise out of or are based upon any untrue statements or omissions of necessary facts in the information provided by or at the direction of the undersigned, or upon the lack of timeliness in the delivery of information by or at the direction of the undersigned, to the attorney-in fact for purposes of executing, acknowledging, delivering or filing a Form ID (including amendments thereto), Form 3, Form 4, Form 5, Form 144, Schedule 13D or Schedule 13G (including amendments thereto) and agrees to reimburse the Company and the attorney-in-fact on demand for any legal or other expenses reasonably incurred in connection with investigating or defending against any such loss, claim, damage, liability or action.

This Power of Attorney shall remain in full force and effect until the undersigned is no longer required to file a Form ID (including amendments thereto), Form 3, Form 4, Form 5, Form 144, Schedule 13D and Schedule 13G (including amendments thereto) with respect to the undersigned's holdings of and transactions in securities issued by the Company, unless earlier revoked by the undersigned in a signed writing delivered to the attorney-in-fact. This Power of Attorney does not revoke any other power of attorney that the undersigned has previously granted.

IN WITNESS WHEREOF, the undersigned has caused this Power of Attorney to be executed as of the date written below.

[Remainder of page intentionally left blank]

BRIGHAM CHILDREN'S FAMILY LP

By: BCFP GP, LLC, its General Partner

By: /s/ Ben M. Brigham

Name: Ben M. Brigham

Title: Co-Manager

09/25/2023

Date