

**Fill in this information to identify the case:**

Debtor Emerge Energy Services Operating LLC

United States Bankruptcy Court for the: \_\_\_\_\_ District of Delaware  
(State)

Case number 19-11565

**Official Form 410  
Proof of Claim**

04/19

**Read the instructions before filling out this form. This form is for making a claim for payment in a bankruptcy case. Do not use this form to make a request for payment of an administrative expense. Make such a request according to 11 U.S.C. § 503.**

**Filers must leave out or redact** information that is entitled to privacy on this form or on any attached documents. Attach redacted copies or any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages, and security agreements. **Do not send original documents;** they may be destroyed after scanning. If the documents are not available, explain in an attachment.

A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

**Fill in all the information about the claim as of the date the case was filed. That date is on the notice of bankruptcy (Form 309) that you received.**

**Part 1: Identify the Claim**

1. <b>Who is the current creditor?</b>	<u>Atlantic Specialty Insurance Company</u> <small>Name of the current creditor (the person or entity to be paid for this claim)</small>	
	Other names the creditor used with the debtor _____	
2. <b>Has this claim been acquired from someone else?</b>	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. From whom? _____	
3. <b>Where should notices and payments to the creditor be sent?</b>	<b>Where should notices to the creditor be sent?</b> See summary page	<b>Where should payments to the creditor be sent? (if different)</b>
	Federal Rule of Bankruptcy Procedure (FRBP) 2002(g)	
	Contact phone <u>703-49-1026</u> Contact email <u>jkneeland@watttieder.com</u>	Contact phone _____ Contact email _____
	Uniform claim identifier for electronic payments in chapter 13 (if you use one): _____	
4. <b>Does this claim amend one already filed?</b>	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Claim number on court claims registry (if known) _____ Filed on _____ <small>MM / DD / YYYY</small>	
5. <b>Do you know if anyone else has filed a proof of claim for this claim?</b>	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Who made the earlier filing? _____	



**Part 2: Give Information About the Claim as of the Date the Case Was Filed**

6. Do you have any number you use to identify the debtor?  No  
 Yes. Last 4 digits of the debtor's account or any number you use to identify the debtor: \_\_\_\_ \_

7. How much is the claim? \$ 7,647,796.00. Does this amount include interest or other charges?  
 No  
 Yes. Attach statement itemizing interest, fees, expenses, or other charges required by Bankruptcy Rule 3001(c)(2)(A).

8. What is the basis of the claim? Examples: Goods sold, money loaned, lease, services performed, personal injury or wrongful death, or credit card.  
Attach redacted copies of any documents supporting the claim required by Bankruptcy Rule 3001(c).  
Limit disclosing information that is entitled to privacy, such as health care information.  
See summary page

9. Is all or part of the claim secured?  No  
 Yes. The claim is secured by a lien on property.  
**Nature or property:**  
 Real estate: If the claim is secured by the debtor's principle residence, file a *Mortgage Proof of Claim Attachment* (Official Form 410-A) with this *Proof of Claim*.  
 Motor vehicle  
 Other. Describe: \_\_\_\_\_  
**Basis for perfection:** \_\_\_\_\_  
Attach redacted copies of documents, if any, that show evidence of perfection of a security interest (for example, a mortgage, lien, certificate of title, financing statement, or other document that shows the lien has been filed or recorded.)  
**Value of property:** \$ \_\_\_\_\_  
**Amount of the claim that is secured:** \$ \_\_\_\_\_  
**Amount of the claim that is unsecured:** \$ \_\_\_\_\_ (The sum of the secured and unsecured amount should match the amount in line 7.)  
**Amount necessary to cure any default as of the date of the petition:** \$ \_\_\_\_\_  
**Annual Interest Rate** (when case was filed) \_\_\_\_\_ %  
 Fixed  
 Variable

10. Is this claim based on a lease?  No  
 Yes. Amount necessary to cure any default as of the date of the petition. \$ \_\_\_\_\_

11. Is this claim subject to a right of setoff?  No  
 Yes. Identify the property: \_\_\_\_\_



12. Is all or part of the claim entitled to priority under 11 U.S.C. § 507(a)?

No

Yes. Check all that apply:

	Amount entitled to priority
<input type="checkbox"/> Domestic support obligations (including alimony and child support) under 11 U.S.C. § 507(a)(1)(A) or (a)(1)(B).	\$ _____
<input type="checkbox"/> Up to \$3,025* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use. 11 U.S.C. § 507(a)(7).	\$ _____
<input type="checkbox"/> Wages, salaries, or commissions (up to \$13,650*) earned within 180 days before the bankruptcy petition is filed or the debtor's business ends, whichever is earlier. 11 U.S.C. § 507(a)(4).	\$ _____
<input type="checkbox"/> Taxes or penalties owed to governmental units. 11 U.S.C. § 507(a)(8).	\$ _____
<input type="checkbox"/> Contributions to an employee benefit plan. 11 U.S.C. § 507(a)(5).	\$ _____
<input type="checkbox"/> Other. Specify subsection of 11 U.S.C. § 507(a)(____) that applies.	\$ _____

\* Amounts are subject to adjustment on 4/01/22 and every 3 years after that for cases begun on or after the date of adjustment.

13. Is all or part of the claim pursuant to 11 U.S.C. § 503(b)(9)?

No

Yes. Indicate the amount of your claim arising from the value of any goods received by the debtor within 20 days before the date of commencement of the above case, in which the goods have been sold to the Debtor in the ordinary course of such Debtor's business. Attach documentation supporting such claim.

\$ \_\_\_\_\_

**Part 3: Sign Below**

**The person completing this proof of claim must sign and date it. FRBP 9011(b).**

If you file this claim electronically, FRBP 5005(a)(2) authorizes courts to establish local rules specifying what a signature is.

**A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.**

Check the appropriate box:

I am the creditor.

I am the creditor's attorney or authorized agent.

I am the trustee, or the debtor, or their authorized agent. Bankruptcy Rule 3004.

I am a guarantor, surety, endorser, or other codebtor. Bankruptcy Rule 3005.

I understand that an authorized signature on this *Proof of Claim* serves as an acknowledgement that when calculating the amount of the claim, the creditor gave the debtor credit for any payments received toward the debt.

I have examined the information in this *Proof of Claim* and have reasonable belief that the information is true and correct.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on date 09/09/2019  
MM / DD / YYYY

/s/Terence J. Dahl  
Signature

**Print the name of the person who is completing and signing this claim:**

Name Terence J. Dahl  
First name Middle name Last name

Title VP Surety Claim

Company OneBeacon Insurance Group  
Identify the corporate servicer as the company if the authorized agent is a servicer.

Address One State Street Plaza, 31st Floor, New York, NY, 10004

Contact phone 212-440-6550 Email tdahl@onebeacon.com



# KCC ePOC Electronic Claim Filing Summary

For phone assistance: Domestic (877) 634-7165 | International 001-310-823-9000

<b>Debtor:</b> 19-11565 - Emerge Energy Services Operating LLC		
<b>District:</b> District of Delaware		
<b>Creditor:</b> Atlantic Specialty Insurance Company c/o Jennifer L. Kneeland, Esq. 1765 Greensboro Station Place, Suite 1000  McLean, VA, 22102 USA <b>Phone:</b> 703-49-1026 <b>Phone 2:</b>  <b>Fax:</b>  <b>Email:</b> jkneeland@watttieder.com	<b>Has Supporting Documentation:</b> Yes, supporting documentation successfully uploaded <b>Related Document Statement:</b>	
	<b>Has Related Claim:</b> No <b>Related Claim Filed By:</b>	
	<b>Filing Party:</b> Authorized agent	
<b>Other Names Used with Debtor:</b>	<b>Amends Claim:</b> No <b>Acquired Claim:</b> No	
<b>Basis of Claim:</b> Reclamation bonds and General Indemnity Agreement and obligations arising therefrom.	<b>Last 4 Digits:</b> No	<b>Uniform Claim Identifier:</b>
<b>Total Amount of Claim:</b> 7,647,796.00	<b>Includes Interest or Charges:</b> Yes	
<b>Has Priority Claim:</b> No	<b>Priority Under:</b>	
<b>Has Secured Claim:</b> No <b>Amount of 503(b)(9):</b> No <b>Based on Lease:</b> No <b>Subject to Right of Setoff:</b> No	<b>Nature of Secured Amount:</b> <b>Value of Property:</b> <b>Annual Interest Rate:</b> <b>Arrearage Amount:</b> <b>Basis for Perfection:</b> <b>Amount Unsecured:</b>	
<b>Submitted By:</b> Terence J. Dahl on 09-Sep-2019 10:12:53 a.m. Eastern Time <b>Title:</b> VP Surety Claim <b>Company:</b> OneBeacon Insurance Group		
<b>Optional Signature Address:</b> Terence J. Dahl One State Street Plaza, 31st Floor  New York, NY, 10004 <b>Telephone Number:</b> 212-440-6550 <b>Email:</b> tdahl@onebeacon.com		

**RIDER TO PROOF OF CLAIM OF  
ATLANTIC SPECIALTY INSURANCE COMPANY FOR ITSELF AND  
ITS PREDECESSORS-IN-INTEREST, PARENTS, SUBSIDIARIES AND AFFILIATES**

1. As of the date of this Proof of Claim, Atlantic Specialty Insurance Company's ("ASIC" or "Surety") holds a contingent, unliquidated claim against Emerge Energy Services Operating LLC (the "Debtor"), as described below (the "Claim"). As set forth more fully below, the Claim is contingent because Surety has a claim for the entire Penal Sum (as defined below). However, at this time, Surety does not have sufficient information to determine to its losses because its losses are increasing each day due to its obligations to the obligees under the Bonds. Surety will amend its claim once it has more information to report the claim with more specificity.

2. From time to time, Surety issued certain surety bonds (collectively, the "Bonds") to certain obligees with respect to certain obligations of the Debtor, a business entity owned by the Debtor at Debtor's request, or a subsidiary, affiliate or division therefor, to such obligees including, without limitation the following Bonds for a total penal sum of up to \$7,647,796 (the "Penal Sum"):

**Schedule A**

<b>Bond Number</b>	<b>Bond Type</b>	<b>Principal</b>	<b>Primary Obligee Name</b>	<b>Bond Description</b>	<b>Issue Date</b>	<b>Penal Sum</b>
800008776	Continuous	Superior Silica Sands LLC	Barron County Soil and Water Conservation Department	Financial Assurance Bond/Nonmetallic Mining	07/10/2017	\$4,679,973
800008775	Continuous	Superior Silica Sands LLC	Chippewa County Department of Land Conservation and Forest Management	Financial Assurance Bond/Nonmetallic Mining	10/01/2013	\$2,967,823
<b>TOTAL PENAL SUM</b>						<b>\$7,647,796</b>

A copy of any and/or all of the Bonds can be obtained upon request. Surety reserves the right to amend Schedule A to identify and include other Bonds. Nothing contained herein shall constitute an admission or acknowledgement of any liability on the part of Surety with respect to any or all of the Bonds.

3. On September 23, 2013, the Debtor, Superior Silica Sands LLC, Direct Fuels LLC, and Allied Energy Company LLC (collectively, the "Indemnitors"), jointly and severally, executed a General Indemnity Agreement in favor of Surety (the "Indemnity Agreement"). A

true and correct copy of the Indemnity Agreement is attached to the Proof of Claim as Exhibit 1, the terms which are incorporated as though fully set forth herein.

4. Under the terms of the Indemnity Agreement, the Debtor is required to pay all premiums and indemnify and exonerate Surety, and hold Surety harmless from and against:

any and all liability for losses, fees, costs and expenses of any kind or nature, including but not limited to interest, court costs, attorneys' fees, accounting, and any other outside consulting fees and from and against any such losses and expenses which the Surety may sustain or incur, plus interest thereon, arising out of, directly or indirectly, (1) the Surety being requested by Indemnitors to execute or procure the execution of any Bonds; or (2) the Surety having executed or procured the execution of any Bonds on behalf of Principal; or (3) the failure of the Indemnitors to perform or comply with any of the terms and conditions of this Agreement and/or (4) the Surety enforcing any of the terms and conditions of this Agreement.

Ex. 1, ¶ 2. These contractual obligations to indemnify Surety extend to losses, costs, and expenses incurred by Surety with regard to any bonds issued for the benefit of any of the Indemnitors or Principals (as defined in the Indemnity Agreement). Surety asserts herein a claim with respect to the Debtors' obligations to Surety under the Indemnity Agreement.

5. Alternatively, pursuant to 11 U.S.C. § 501(b), Surety also submits claims for and on behalf of the obligees named in the Bonds and all other persons who may have claims against the Debtor based upon which Surety may become obligated to make any payment and/or incur any expense under the Bonds.

6. The Claim is partially liquidated to the extent that Surety has incurred legal fees and expenses to date. A statement of the liquidated balance of the Claim can be obtained upon request. Surety reserves all applicable rights to file a claim or claims, or supplement or amend this Proof of Claim, for recovery of incurred fees and expenses not paid by the Debtor.

7. Additionally, the Debtor agreed to pay Surety a renewal premium annually until the Bond is released by the obligee through a written release satisfactory to Surety. Surety hereby asserts a claim for all premiums for new bonds and all renewal premiums, including post-petition premiums, which have accrued and not been paid or may accrue.

8. Surety may hereafter be required to make payment(s) under one or more of the Bonds.<sup>1</sup> As a result of any such payment(s), Surety would become subrogated to the rights of the obligees against the Debtor with respect to such payments and Surety would have the right to be reimbursed and indemnified under common law by the Debtor with respect to all such

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<sup>1</sup> Nothing contained herein shall constitute an admission against interest or shall otherwise be prejudicial to the rights of Surety to contest whether payment is due under any or all of the Bonds. All such rights and remedies, whether legal or equitable, are expressly reserved.

payments, whether such payments are made on behalf of the Debtor as a Principal or on behalf of another Principal under any Bond. To the extent Surety's claim arises from rights of subrogation or reimbursement, either to Debtor or to any obligee(s), Surety's claim may be entitled to various priority or administrative expense treatment, to the extent Surety is subrogated to the rights of another party that could assert such claims. Without limitation, Surety expressly reserves all such rights and claims in connection therewith. In addition, parties to whose rights Surety may be or may become equitably subrogated may have other claims against the Debtor including, but not limited to, administrative claims under 11 U.S.C. § 503(b), priority claims under 11 U.S.C. § 507, reclamation rights, or rights related to the assumption or rejection of a lease or executory contract. To the extent that Surety is subrogated to the rights of such claimants, Surety reserves the right to assert such further and additional claims (whether secured, unsecured, administrative, priority or otherwise) against the Debtor and its estate, as applicable. Surety reserves all rights of subrogation, including but not limited to contractual subrogation and equitable subrogation, against the Debtor or the assets of the Debtor.

9. Surety's calculation of its claim as described herein may exclude third-party collateral (if any) which may be held or recoverable by Surety, as well as rights of recovery which Surety may have against third parties. Surety also reserves the right to allocate, to re-allocate, or to suspend the allocation or re-allocation of, any and all collateral security and/or payments and/or other aspects of any secured or unsecured claim to any item of its claim at any time and/or in any manner permissible by law or equity. To the extent Surety receives collateral from any non-debtor, it does not diminish Surety's claim against the Debtor.

10. Surety is unable, at the present time, to determine the total loss, if any, which may ultimately arise from Surety's claim because the Bonds remain effective, and, as such, are vulnerable to claims which have arisen or accrued, or may arise or accrue, during the periods for which the Bonds are effective, some of which claims may not yet have been made against the Bonds. Accordingly, the amount of this claim is unliquidated and contingent as of this date. As such, Surety is claiming the entire Penal Sum as of the filing of its Proof of Claim and does not waive and expressly reserves its right to amend and/or supplement its Proof of Claim when the amounts become liquidated, including any payments made on any claims against the Bonds.

11. Surety reserves all applicable rights to assert an administrative claim or claims under 11 U.S.C. § 503 for obligations arising out of the Debtor's post-petition activities and/or Bonds in effect post-petition.

12. Surety reserves the right to assert any rights of setoff or recoupment to which it may be entitled.

13. Nothing contained in this Proof of Claim shall constitute a waiver of (i) the right to have final orders in non-core matters entered only after *de novo* review by a United States District Court Judge; (ii) the right to trial by jury in any proceeding triable in this case or any case, controversy, or proceeding related to this case; (iii) the right to have the District Court withdraw the reference in any matter subject to mandatory or discretionary withdrawal; (iv) any objection to the jurisdiction or venue of this Court; (v) an election of remedy, including any election between its contribution and subrogation rights; (v) the right to amend this proof of claim as it becomes further known, fixed and liquidated, and for any and all other lawful

purposes; (vi) the right to assert claims for attorneys' fees and costs which continue to accrue and be incurred (and which are not in the amount set forth in this Proof of Claim, but to which Surety is entitled pursuant to the Indemnity Agreement); (vii) the right to assert claims for interest which accrues and continues to accrue (and which is not set forth in this Proof of Claim, but to which Surety is entitled pursuant to the Indemnity Agreement); and/or (viii) any other right, claim, action, defense, setoff, or recoupment, in law or in equity, under any agreement, all of which are expressly reserved.

14. Any documents not attached hereto are available upon request from Surety's counsel.



# **EXHIBIT 1**

### General Indemnity Agreement

This General Indemnity Agreement, hereinafter referred to as the "Agreement," is made and entered into by the undersigned individuals, partnerships, corporations, and/or other business entities, hereinafter referred to, individually and/or collectively, as "Indemnitors."

Whereas, the Indemnitors hereby request, have requested and/or will request OneBeacon Insurance Company, OneBeacon America Insurance Company, OneBeacon Specialty Insurance Company, Atlantic Specialty Insurance Company, any of their future direct or indirect affiliates or subsidiaries of such companies, and any company joining any such companies in executing any bonds or which may be procured by any such company to execute any Bonds, either as a direct writing company or as a co-surety or reinsurer, and/or any of the aforementioned entities' successors or assigns, hereinafter referred to, individually and/or collectively, as the "Surety," to execute or procure bonds, undertakings, guarantees, and/or contractual obligations, including renewals, endorsements, reinstatements, replacements and extensions thereof, whether before or after the date of this Agreement, hereinafter referred to, individually and/or collectively, as the "Bonds" on their behalf and/or on behalf of any of its present or future, directly or indirectly majority-owned or controlled subsidiaries or affiliates, whether alone or in joint venture with others whether or not named herein, and any corporation, partnership or person upon the written request of any of the undersigned, hereinafter referred to individually and/or collectively, as the "Principal."

Now, therefore, in consideration of the Surety executing the Bonds on behalf of the Indemnitors and/or Principal, the Indemnitors hereby jointly and severally agree to the following:

- 1) Premiums – The Indemnitors shall pay to the Surety, promptly upon demand, all premiums, costs and charges for any Bonds requested from and/or issued by the Surety. To terminate Bonds the Indemnitors shall deliver evidence satisfactory to the Surety of their discharge or release from the Bonds and all liability by reason thereof.
- 2) Indemnity – The Indemnitors shall exonerate, hold harmless, indemnify, and keep indemnified the Surety from and against any and all liability for losses, fees, costs and expenses of any kind or nature, including but not limited to interest, court costs, attorney's fees, accounting, and any other outside consulting fees and from and against any such losses and expenses which the Surety may sustain or incur, plus interest thereon, arising out of, directly or indirectly, : (1) the Surety being requested by the Indemnitors to execute or procure the execution of any Bonds; or (2) the Surety having executed or procured the execution of any Bonds on behalf of Principal; or (3) the failure of the Indemnitors to perform or comply with any of the terms and conditions of this Agreement and/or (4) the Surety enforcing any of the terms and conditions of this Agreement.
- 3) Collateral – The Indemnitors upon demand of the Surety, at any time and for any reason, including but not limited to surety's receipt of a claim, shall deliver to the Surety collateral in the form and amounts acceptable to the Surety in its sole and absolute discretion. Any acceptable collateral provided to the Surety by the Indemnitors or any third party or the proceeds thereof, in whole or in part, may be held in the name of Surety and applied to any obligations of Indemnitors under this Agreement. The Surety shall not have any obligation to release such collateral until it has received a written release and conclusive evidence of its discharge without loss in the form and substance satisfactory to the Surety with respect to the Bonds and fulfillment by Indemnitors of all obligations owed under this Agreement. Indemnitors agree that their failure to immediately deposit with Surety any sums demanded under this section shall cause irreparable harm to Surety for which it has no adequate remedy at law, and Surety shall be entitled to injunctive relief for specific performance of such obligation.
- 4) Settlement of Claims – The Surety shall have the exclusive right to adjust, settle, or compromise any claims, demand, suit or any other proceeding against the Surety arising out of any Bonds, and the Surety's determination shall be binding and conclusive upon the Indemnitors. In the event of any payment by the Surety, an itemized statement of the amount of any such payment sworn to by any officer or authorized representative of the Surety shall be *prima facie* evidence of the fact and the amount of such payment and of the extent of the liability of the Indemnitors to the Surety, and, in the absence of actual fraud or bad faith amounting to dishonesty or malicious conduct, shall be final, conclusive and binding upon the Indemnitors.
- 5) Other Agreements – The rights, powers and remedies given the Surety under this Agreement shall be and are in addition to, and not in lieu of, any and all other rights, powers, and remedies which the Surety may have or acquire against the Indemnitors or others, whether by the terms of any agreement or by operation of law or otherwise. The Indemnitors shall continue to remain bound under the terms of this Agreement even though the Surety may have heretofore or may hereafter accept or release any Indemnitors or other agreements of indemnity or collateral.
- 6) Notice, Changes and Execution – Indemnitors hereby waive notice of the execution of any Bonds, of any changes in the creditworthiness of any Indemnitors, of any release by Surety of any Indemnitors or collateral, and of any defaults. Assent by the Surety to changes in any Bonds and/or in any obligations covered by any Bonds or refusal so to assent shall not release or in any way affect the obligations of the Indemnitors to the Surety. The Surety shall have the right, at its option and sole discretion, to execute or decline any Bonds.

- 7) Termination – This Agreement can be terminated by the Indemnitors effective upon 30 days written notice sent by registered mail to the Surety at its home office, 77 Water Street, 17<sup>th</sup> Floor, New York, NY, 10005, but any such notice of termination shall not operate to modify, bar, or discharge the Indemnitors as to the Bonds executed or approved prior to the effective date of such termination, and this Agreement shall remain in full force and effect as to all such Bonds.
- 8) Governing Law – This Agreement shall be governed by and construed in accordance with the laws of the State of New York.
- 9) Severability – If any provision of this Agreement is held unenforceable or deemed invalid for any reason, such determination shall not affect the enforceability or validity of any other provision of this Agreement, which will remain in full force and effect as though such provision, or portion thereof, were omitted.
- 10) Representation – The signatory to this Agreement represents and warrants he/she has full power and authority to execute this Agreement on behalf of the Indemnitors.
- 11) Counterparts – This Agreement may be executed in counterparts, all of which taken together shall constitute and be considered one and the same agreement, and it shall become effective when one or more of the counterparts have been signed.
- 12) Copies – A duplicate or facsimile copy or electronic copy of this Agreement shall have the same force and effect as the original Agreement.
- 13) Amendments, Entire Agreement – This Agreement may not be changed or modified orally. No change or modification shall be effective unless agreed to in writing by a duly authorized officer of the Surety as an amendment hereto. This Agreement constitutes the entire agreement among the Parties, and there are no other understandings or agreements, conditions or qualifications relative to this Agreement. Indemnitors acknowledge and warrant that no oral representations have been made to them by or on behalf of the Surety to induce them to sign this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on this 23<sup>rd</sup> day of Sept, 2013.

Emerge Energy Services Operating, LLC  
 (Indemnitor Name)  
1400 CIVIC PLACE, SUITE 250  
 (Indemnitor Address)  
SOUTH LAKE, TEXAS 76092  
61-1682511  
 (Federal Tax ID)

By: Richard L. Deshazo  
RICHARD L. DESHAZO  
 (Print or Type Name and Title)  
CHIEF ACCOUNTING OFFICER

ACKNOWLEDGEMENT

STATE OF ALABAMA County of SHELBY  
 On this 23<sup>RD</sup> day of SEPTEMBER, 2013, before me personally appeared RICHARD L. DESHAZO, known or proven to me to be the CHIEF ACCOUNTING OFFICER of the entity executing the foregoing instrument ("Entity") and he/she acknowledged said instrument to be the free and voluntary act and deed of said Entity, for the uses and purposes therein mentioned and he/she executed said instrument by authority of the Entity.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my OFFICIAL SEAL the day and year first above written.

Jennifer J. [Signature]  
 (Commission expires July 18, 2015)

Superior Silica Sands, LLC  
(Indemnitor Name)

6000 Western Place, Suite 465  
(Indemnitor Address)

Fort Worth, TX 76107

90-0389-889  
(Federal Tax ID)

By: Richard J. Shearer

**RICHARD J. SHEARER; PRESIDENT & CEO**  
(Print or Type Name and Title)

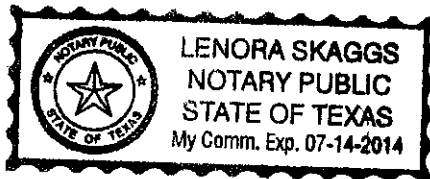
ACKNOWLEDGEMENT

STATE OF Texas

County of Tarrant

On this 30th day of September, 2013, before me personally appeared Richard J. Shearer, known or proven to me to be the President & CEO of the entity executing the foregoing instrument ("Entity") and he/she acknowledged said instrument to be the free and voluntary act and deed of said Entity, for the uses and purposes therein mentioned and he/she executed said instrument by authority of the Entity.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my OFFICIAL SEAL the day and year first above written.



Lenora Skaggs  
(Commission expires 07/14/2014)

Direct Fuels, LLC  
(Indemnitor Name)

12625 Calloway Cemetery Rd  
(Indemnitor Address)

Eules, TX 76040

(Federal Tax ID)

By: \_\_\_\_\_

(Print or Type Name and Title)

ACKNOWLEDGEMENT

STATE OF \_\_\_\_\_

County of \_\_\_\_\_

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me personally appeared \_\_\_\_\_, known or proven to me to be the \_\_\_\_\_ of the entity executing the foregoing instrument ("Entity") and he/she acknowledged said instrument to be the free and voluntary act and deed of said Entity, for the uses and purposes therein mentioned and he/she executed said instrument by authority of the Entity.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my OFFICIAL SEAL the day and year first above written.

(Commission expires \_\_\_\_\_)

Superior Silica Sands, LLC  
(Indemnitor Name)

By: \_\_\_\_\_

6000 Western Place, Suite 465  
(Indemnitor Address)

(Print or Type Name and Title)

Fort Worth, TX 76107

(Federal Tax ID)

ACKNOWLEDGEMENT

STATE OF \_\_\_\_\_ County of \_\_\_\_\_

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me personally appeared \_\_\_\_\_, known or proven to me to be the \_\_\_\_\_ of the entity executing the foregoing instrument ("Entity") and he/she acknowledged said instrument to be the free and voluntary act and deed of said Entity, for the uses and purposes therein mentioned and he/she executed said instrument by authority of the Entity.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my OFFICIAL SEAL the day and year first above written.

(Commission Expires \_\_\_\_\_)

Direct Fuels, LLC  
(Indemnitor Name)

By: \_\_\_\_\_

12625 Calloway Cemetery Rd  
(Indemnitor Address)

Scott Lambert - Chief Financial Officer  
(Print or Type Name and Title)

Eules, TX 76040

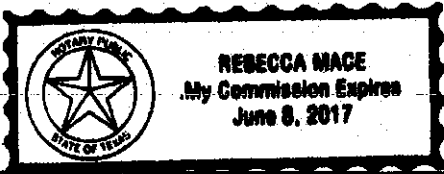
43-2627115  
(Federal Tax ID)

ACKNOWLEDGEMENT

STATE OF Texas County of Tarrant

On this 23rd day of September, 2013, before me personally appeared Scott Lambert, known or proven to me to be the CFO of the entity executing the foregoing instrument ("Entity") and he/she acknowledged said instrument to be the free and voluntary act and deed of said Entity, for the uses and purposes therein mentioned and he/she executed said instrument by authority of the Entity.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my OFFICIAL SEAL the day and year first above written.



Rebecca Mace  
(Commission expires June 8, 2017)

Allied Energy Company, LLC  
(Indemnitor Name)

2700 Ishkooda-Wenonah Rd  
(Indemnitor Address)

Birmingham, AL 35211

63-0945745  
(Federal Tax ID)

By: Richard L. DeShazo

RICHARD L. DESHAZO  
(Print or Type Name and Title)

CHIEF FINANCIAL OFFICER

ACKNOWLEDGEMENT

STATE OF ALABAMA

County of SHELBY

On this 23<sup>RD</sup> day of SEPTEMBER, 2013, before me personally appeared RICHARD L. DESHAZO, known or proven to me to be the CHIEF FINANCIAL OFFICER of the entity executing the foregoing instrument ("Entity") and he/she acknowledged said instrument to be the free and voluntary act and deed of said Entity, for the uses and purposes therein mentioned and he/she executed said instrument by authority of the Entity.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my OFFICIAL SEAL the day and year first above written.

Jennifer Hand  
(Commission expires July 18, 2015)