

Fill in this information to identify the case:

Debtor 1 Superior Silica Sands LLC

Debtor 2 _____
(Spouse, if filing)

United States Bankruptcy Court for the District of Delaware

Case number 19-11563

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 of 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. Who is the current creditor? Ascentium Capital
Name of the current creditor (the person or entity to be paid for this claim)

Other names the creditor used with the debtor _____

2. Has this claim been acquired from someone else?
 No
 Yes. From whom? _____

3. Where should notices and payments to the creditor be sent?
Federal Rule of Bankruptcy Procedure (FRBP) 2002(g)

<p>Where should notices to the creditor be sent?</p> <p><u>Ascentium Capital</u></p> <p>Name</p> <p><u>23970 HWY 59 N</u></p> <p>Number Street</p> <p><u>Kingwood TX 77339</u></p> <p>City State ZIP Code</p> <p>Contact phone <u>281-348-0339</u></p> <p>Contact email <u>belindamartinez@ascentiumcapital.c</u></p>	<p>Where should payments to the creditor be sent? (if different)</p> <p>Name</p> <p>Number Street</p> <p>City State ZIP Code</p> <p>Contact phone _____</p> <p>Contact email _____</p>
---	--

Uniform claim identifier for electronic payments in chapter 13 (if you use one): _____

RECEIVED

SEP 09 2019

KURTZMAN CARSON CONSULTANTS

4. Does this claim amend one already filed?
 No
 Yes. Claim number on court claims registry (if known) _____ Filed on _____ MM / DD / YYYY

5. Do you know if anyone else has filed a proof of claim for this claim?
 No
 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: 5 3 5 9

7. How much is the claim? \$ 46,368.07 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.

Money loaned

9. Is all or part of the claim secured? No
 Yes. The claim is secured by a lien on property.
Nature of property:
 Real estate. If the claim is secured by the debtor's principal residence, file a *Mortgage Proof of Claim Attachment* (Official Form 410-A) with this *Proof of Claim*.
 Motor vehicle
 Other. Describe: NEW COMPRESSORS

Basis for perfection: UCC

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: \$ 44,242.60

Amount of the claim that is secured: \$ 44,242.60

Amount of the claim that is unsecured: \$ 2,125.47 (The sum of the secured and unsecured amounts 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) 14.09 %

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: _____

RECEIVED

SEP 09 2019

KURTZMAN CARSON CONSULTANTS

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

No

Yes. Check one:

Domestic support obligations (including alimony and child support) under 11 U.S.C. § 507(a)(1)(A) or (a)(1)(B).

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).

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).

Taxes or penalties owed to governmental units. 11 U.S.C. § 507(a)(8).

Contributions to an employee benefit plan. 11 U.S.C. § 507(a)(5).

Other. Specify subsection of 11 U.S.C. § 507(a)() that applies.

Amount entitled to priority

\$ _____

\$ _____

\$ _____

\$ _____

\$ _____

\$ _____

* 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.

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.

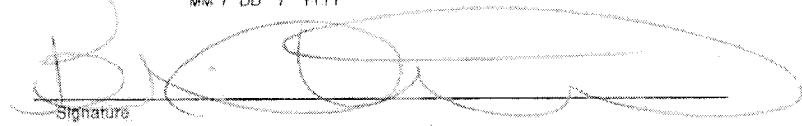
I am a guarantor, surety, endorser, or other codebtor. Bankruptcy Rule 3005.

I understand that an authorized signature on this *Proof of Claim* serves as an acknowledgment 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 a 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 09/06/2019
MM / DD / YYYY


Signature

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

Name Belinda Martinez
First name Middle name Last name

Title Bankruptcy Case Specialist

Company Ascentium Capital
Identify the corporate servicer as the company if the authorized agent is a servicer.

Address 23970 HWY 59 N
Number Street

Kingwood TX 77339
City State ZIP Code

Contact phone 281-348-0339 Email belindamartinez@ascentiumcapital.c

RECEIVED

SEP 09 2019

KURTZ/AN CARSON CONSULTANTS

UCC FINANCING STATEMENT
FOLLOW INSTRUCTIONS

19-0015150870

04/24/2019 05:00 PM

A. NAME & PHONE OF CONTACT AT FILER (optional)
Phone: (800) 331-3282 Fax: (818) 862-4141

B. E-MAIL CONTACT AT FILER (optional)
CLS-CTLS_Glendale_Customer_Service@wolterskluwer.com

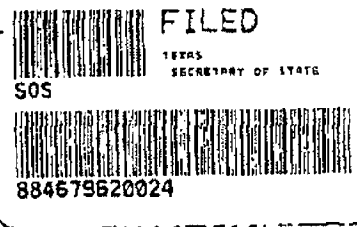
C. SEND ACKNOWLEDGMENT TO: (Name and Address)

Lien Solutions
P.O. Box 29071
Glendale, CA 91209-9071

RECEIVED
APR 24 2019
CLK 1b

69519047
TXTX

File with: Secretary of State, TX



THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. **DEBTOR'S NAME:** Provide only one Debtor name (1a or 1b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); if any part of the Individual Debtor's name will not fit in line 1b, leave all of item 1 blank, check here and provide the Individual Debtor information in item 10 of the Financing Statement Addendum (Form UCC 1Ad)

1a. ORGANIZATION'S NAME
SUPERIOR SILICA SANDS LLC

OR

1b. INDIVIDUAL'S SURNAME FIRST PERSONAL NAME ADDITIONAL NAME(S) (INITIAL(S)) SUFFIX

1c. MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY

5600 CLEARFORK MAIN ST STE 400 FORT WORTH TX 76109 USA

2. **DEBTOR'S NAME:** Provide only one Debtor name (2a or 2b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); if any part of the Individual Debtor's name will not fit in line 2b, leave all of item 2 blank, check here and provide the Individual Debtor information in item 10 of the Financing Statement Addendum (Form UCC 1Ad)

2a. ORGANIZATION'S NAME

OR

2b. INDIVIDUAL'S SURNAME FIRST PERSONAL NAME ADDITIONAL NAME(S) (INITIAL(S)) SUFFIX

2c. MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY

3. **SECURED PARTY'S NAME (or NAME of ASSIGNEE of ASSIGNOR SECURED PARTY):** Provide only one Secured Party name (3a or 3b)

3a. ORGANIZATION'S NAME
C T Corporation System, as representative

OR

3b. INDIVIDUAL'S SURNAME FIRST PERSONAL NAME ADDITIONAL NAME(S) (INITIAL(S)) SUFFIX

3c. MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY

330 N Brand Blvd, Suite 700, Attn: SPRS Glendale CA 91203 USA

4. **COLLATERAL:** This financing statement covers the following collateral:
The equipment, personal property, inventory and other assets, (col lectively, "Property"), financed under, covered by or described in the lease, rental, equipment finance agreement or installment payment agreement designated as Agreement No. 2365359, together with all leases, subleases, rental agreements, chattel paper and instruments related to the Property, all replacements for, additions to, substitutions for and accessions to the Property and all proceeds of any of the foregoing, including, without limitation, proceeds of insurance. Secured party/lessor and debtor/lessee agree that that a more detailed description of the Property being financed shall be maintained by secured party/lessor among its books and records in whatever more detailed description of the Property financed is received from the supplier of such Property and, absent manifest error, such detailed description shall be deemed dispositive and considered incorporated into the Agreement.

5. Check only if applicable and check only one box: Collateral is held in a Trust, (see UCC 1Ad, item 17 and Instructions); being administered by a Decedent's Personal Representative

6a. Check only if applicable and check only one box:
 Public-Finance Transaction Manufactured-Home Transaction A Debtor Is a Transmitting Utility

6b. Check only if applicable and check only one box:
 Agricultural Lien Non-UCC Filing

7. ALTERNATIVE DESIGNATION (if applicable): Lessor/Lessee Consignee/Consignor Seller/Buyer Bailee/Bailor Licensee/Licensor

8. OPTIONAL FILER REFERENCE DATA:
69519047



RENTAL AGREEMENT

Agreement No. 2365359

Ascentium Capital LLC
23970 HWY 59 N
Kingwood, TX 77339-1535
AscentiumCapital.com

RENTER ("you" or "your"): SUPERIOR SILICA SANDS LLC	ADDRESS 5600 CLEARFORK MAIN ST STE 400, FORT WORTH, TX 76109	TERM: 24
---	--	--------------------

PAYMENT SCHEDULE: 24 @ \$2,212.13

EQUIPMENT: Items of personal property as generally described herein, which Renter and Payee have agreed that a more detailed description of the property being rented shall be maintained by Payee among its books and records in whatever more detailed description of the property is received from the supplier of such property (the "Supplier") and, absent manifest error, such detailed description shall be considered incorporated into this Rental Agreement and shall be provided to you promptly upon request.

Personal Property Description: NEW COMPRESSORS

Agreement. Ascentium Capital LLC ("Payee," "we," "us" or "our") agrees to rent to you and you agree to lease from us the Equipment. Amounts received by us under this Rental Agreement ("Agreement") shall be applied as we determine. This Agreement has an interim term ("Interim Term"), an initial term ("Initial Term") and one or more renewal terms ("Renewal Term") (if any). The foregoing collectively the "Term". The Interim Term starts on the date we fund the purchase price of the Equipment following your acceptance of it. The Initial Term starts on the billing date specified by us ("Commencement Date"). You agree to pay us: (a) payments (each a "Payment") shown above during each month of the Initial Term and any Renewal Term; the first Payment is due on the Commencement Date and (b) all other amounts that become due under this Agreement, including 1/30th of a Payment for each day of the Interim Term. You authorize us to adjust the Payment if the final cost of the Equipment or tax is different from that on which such Payment is based. Any amount not paid when due is subject to a late charge of the lower of 10% of such amount or the highest amount allowed by law. You agree to pay us interest on all past due amounts at the lower of 1.5% per month or the highest rate allowed by law.

Net Lease. We assign to you during the Term any warranties we have in the Equipment and you should contact the Supplier for a description of those warranties. We make no representation or warranty as to any matter whatsoever including the merchantability or fitness for a particular purpose of the Equipment. Your obligation to pay all amounts payable hereunder is absolute and unconditional and will not be subject to any reduction, setoff, defense, counterclaim, deferment or recoupment for any reason, including, without limitation, any defect, damage or unfitness of the Equipment. You acknowledge you selected the Equipment and the Supplier is not our agent nor are we its agent. You will use the Equipment only for commercial purposes and in compliance with law.

Equipment. You will not modify or change location of the Equipment without our prior consent and allow us to inspect it upon our request. At your expense, you will maintain the Equipment in good operating condition and repair. You will keep the Equipment free and clear from all liens and encumbrances. Titled Equipment will be titled and/or registered as we direct. You are responsible for any damage or destruction of the Equipment. You will at our election repair the Equipment at your expense or pay to us all amounts then due and owing plus the total of all unpaid Payments for the Initial Term or Renewal Term (as the case may be) discounted at 3% plus our estimate of what the value of the Equipment would have been at the expiration of the Term (all the foregoing in this sentence, the "Casualty Value"). You will indemnify and hold us, our members, managers and employees harmless from and against any claims, costs, expenses, damages and liabilities, in any way relating to the Equipment.

Fees and Taxes. You agree to pay when due and to hold us harmless from all taxes, interest and penalties relating to this Agreement and the Equipment ("Taxes") and reimburse us for those Taxes we pay on your behalf. We will pay any personal property Taxes relating to the Equipment and you will reimburse us plus fees for administration. You agree to pay us documentation fees and all other fees we deem necessary.

Automatic Renewal. This Agreement will automatically renew for successive one-year Renewal Terms unless you send us written notice at least 180 (but not more than 360) days before the expiration of the Initial Term or Renewal Term as applicable that you do not want to renew the Agreement. During any Renewal Term the payments due under this Agreement shall be the same as during the Initial Term. At the expiration of the Term you to agree to redeliver the Equipment to us properly packed and shipped at your sole cost and expense to a location we specify.

Insurance. During the Term you will maintain insurance we specify on the Equipment. If you do not provide us satisfactory proof of insurance we may, but are not required, to buy such insurance for our sole benefit and add charges which may result in a higher premium you would pay if you obtained insurance, plus an interest charge.

Default and Remedies. If any one of the following occurs, you will be in default: (i) you or any guarantor of your obligations under this Agreement (a "Guarantor") fail to pay any amount due under this Agreement or any related document when due (ii) you or a Guarantor cease doing

business, admit your inability to pay your debts, or you or a Guarantor file or have filed against you or if a petition under the Bankruptcy Code, (iii) you or a Guarantor breach any other obligation contained in this Agreement or any related document, or (iv) you or a Guarantor merge, consolidate with, or sell all or substantially all of your or its assets or a majority of your or its ownership interests to any third party without our prior written consent. Upon your default, we may do any or all of the following: (a) terminate this Agreement, (b) take possession of the Equipment; you irrevocably waive any security required of us in the event we take possession of the Equipment and require you to deliver it to us at your expense to a location designated by us, (c) declare the Casualty Value immediately due and payable, (d) sell, dispose of, hold, or lease the Equipment, (e) exercise any other right or remedy which may be available to us under applicable law. You shall reimburse us for all costs we incur in enforcing our rights including our attorneys' fees and costs of repossession, repair, storage and remarketing of the Equipment. A waiver of default will not be a waiver of any other or subsequent default.

General. This Agreement shall be governed and construed under the laws of the State of California without reference to its principles of conflicts of laws. You and we agree that this Agreement is a "Finance Lease" under Article 2A of the Uniform Commercial Code ("UCC") and you waive any rights you might have under Sections 2A-303 and 2A-508 through 2A-522 of the UCC. You consent to the non-exclusive jurisdiction of courts located in California in any action relating to this Agreement. You waive any objection based on improper venue and/or forum non conveniens and waive any right to a jury trial. You hereby grant us a security interest in the Equipment, and all proceeds, as security for all of your obligations under this Agreement. You irrevocably grant us the right to make such filings under the UCC as we deem necessary. You agree to pay us interest on all past due amounts at the lower of 1.5% per month or the highest rate allowed by law. You will not assign your rights under this Agreement, sublease or permit the Equipment to be used by anyone other than you. We may assign this Agreement, in whole or in part, without notice to you or your consent. You agree that our assignee will have the same rights and benefits that we have, but will not be subject to any claims, defenses or set offs that you may have against us. This Agreement sets forth the entire understanding of the parties with respect to its subject matter and may only be amended in a writing duly executed by the party against whom enforcement is sought. You agree, however, that we are authorized, without notice to you, to supply missing information or correct any misspellings or obvious errors in this Agreement. You represent and warrant to us that all information conveyed to us in connection with this Agreement and all related documents whether by you, a Guarantor, the Supplier or any other person, is true, accurate, complete and not misleading. This Agreement may be executed in separate counterparts which together shall be the same instrument. All fees may not only cover our costs but may include a profit. You may not prepay this Agreement without our prior written consent. If Renter constitutes more than one person, the liability of each shall be joint and several. Any notice given hereunder shall be in writing and, if delivered by mail, deemed given two business days after being deposited with the US Postal Service, first class postage prepaid, and addressed to the Renter at its address set forth above or to Payee at 23970 HWY 59 N, Kingwood, TX 77339-1535, or such other address given to the sender by written notice. You agree that by providing us with an email address or a telephone number for a cellular or wireless device, you expressly consent to receiving notices and other communications including voice or text messaging from us at that number or email address, and this express consent applies to each such email address or telephone number you provide to us now or in the future. You agree that this document may be signed electronically pursuant to the Electronic Signatures in Global and National Commerce Act and other applicable law. A copy of this Agreement shall be deemed an original for all purposes. Only the copy of this Agreement marked as the "sole original" or similar language by Payee or its designee is the chattel paper original of this Agreement. Payee may acknowledge acceptance of this Agreement in a subsequent communication signed by Payee.

This Agreement shall become effective upon Renter's signature below; provided, however, that our obligation to perform our obligations under this Agreement shall be subject to our satisfactory receipt of all conditions specified by us, including a complete and properly executed documentation package, as determined by us. Renter hereby irrevocably accepts the Equipment and irrevocably authorizes and directs Payee to pay the Supplier(s) on behalf of the Renter. The person executing this Agreement is authorized to do so, making this Agreement the valid and binding act of the Renter.

Renter Name: SUPERIOR SILICA SANDS LLC	By: 
	Printed Name/Title: Richard J. Greener, President & CEO

AUTHORIZATION FOR ACH PAYMENTS: Renter authorizes Payee or Payee's successors and assigns to automatically initiate and make debit entry charges to Renter's bank account indicated below for the payment of all amounts owed by Renter from time to time under the Agreement. This Authorization is to remain in effect during the Term of the Rental Agreement. Any incorrect charge will be corrected upon notification to Payee by either a credit or debit to Renter's account.

Bank Name: _____	Acct Holder Name: _____
Account No.: _____	ABA/Routing No.: _____
Authorized Signature: _____	Printed Name and Title: _____



PROFORMA INVOICE

DATE ISSUED

4/10/2019

REFER TO THESE NUMBERS WHEN MAKING PAYMENT

INVOICE BMA-637714
CUSTOMER ACCOUNT NUMBER 470177

PAGE 1

FROM:
(251)937-1064
Quincy Compressor
701 North Dobson Avenue
BAY MINETTE AL 36507

SHIP TO:
Quincy Compressor
Department 3427, Lockbox 893427
PO Box 123427
Dallas, TX 75312-3427

SOLD TO
ASCENTIUM CAPITAL, LLC
23970 HIGHWAY 59 N
KINGWOOD, TX 77339

P: 281-902-1990 / F: 281-921-3490

SHIP TO
SUPERIOR SILICA SANDS
3014 LCR 704
ATTN: KENNETH KUNSMAN
KOSSE, TX 76653

SALES ORDER NO TBD	CUSTOMER P.O. REFERENCE BMA-637714	P.O. DATE MO DAY YR 4/10/2019	SALESMEN 1 23402	2	3
-----------------------	---------------------------------------	-------------------------------------	------------------------	---	---

TERMS OF SALE NET 30 DAYS	TAX EXEMPT NUMBER	FEDERAL TAX ID 30-0592561	STATE TAX	LOCAL TAX
------------------------------	-------------------	------------------------------	-----------	-----------

DISPATCH MODE LTL	DISPOSITION OF FREIGHT CHARGES Prepay & Add	SHIPPING POINT See detail below
----------------------	--	------------------------------------

SHIPPING MARKS LTL CARRIER	SHIP TO TELEPHONE #	SALES REFERENCE KRB
-------------------------------	---------------------	------------------------

DATE SHIPPED MO DAY YR	NUMBER OF PACKAGES	CROSS WEIGHT LBS	CARRIER NAME	DROP SHIP	BREAK DOWN
---------------------------	--------------------	---------------------	--------------	-----------	------------

DESCRIPTION	ARTICLE NUMBER	QUANTITY SHIPPED	UNIT PRICE	DISCOUNT %	INVOICE AMOUNT (USD)
-------------	----------------	------------------	------------	------------	----------------------

QGD-50 ROTARY AIR COMPRESSOR: 50 HP @ 125 PSIG VOLTAGE: 460/3/60 WYE DELTA MOTOR STARTING TEFC HIGH EFFICIENCY DRIVE MOTOR AIR LOGIC2 CONTROLLER PHASE MONITOR AUTO RESTART AFTER POWER FAILURE	8153636314	2	\$ 17,725.40	\$	35,450.80
--	------------	---	--------------	----	-----------

Service Agreement - Quote# 49570358 Hours/Year: 8000 Visits/Year: 2.00 Duration/Years: 2 Yearly Visit Schedule: BC 5 year Visit Schedule: BCBC	Preventive Guardian	2	\$ 4,497.43	\$	8,994.86
---	---------------------	---	-------------	----	----------

WIRING INFORMATION
BANK NAME: Nordea Bank Finland Plc
BANK ADDRESS: 1211 Avenue of the Americas, 23rd Floor New York, NY 10036 PHONE: 212-318-9300
ROUTING #026010786
ACCOUNT #7447483002
SWIFT CODE #NDEAUS3N

SUB TOTAL	\$44,445.66
TAXES	\$0.00
START UP ORIENTATION	\$1,600.00
ESTIMATED FREIGHT	\$960.00
TOTAL	\$46,905.66

A SERVICE CHARGE OF THE LESSER OF 10% PER MONTH OR THE HIGHEST RATE PERMITTED BY APPLICABLE LAW WILL BE ADDED TO ALL PAST DUE ITEMS	CLAIMS MUST BE MADE WITHIN 14 DAYS FROM RECEIPT OF GOODS	RETURNS SUBJECT TO 15% MINIMUM HANDLING AND RESTOCKING CHARGE NO RETURNS ACCEPTED WITHOUT PRIOR APPROVAL	<i>Final Totals are subject to change</i>
---	--	--	---

PROFORMA