

Fill in this information to identify the case:

Debtor Emerge Energy Services LP

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

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 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. Who is the current creditor?	<u>3B Dozer Service, LLC</u> 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?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. From whom? _____	
3. Where should notices and payments to the creditor be sent? Federal Rule of Bankruptcy Procedure (FRBP) 2002(g)	Where should notices to the creditor be sent?	Where should payments to the creditor be sent? (if different)
	<u>3B Dozer Service, LLC</u> <u>c/o Shad Robinson</u> <u>HALEY OLSON, P.C.</u> <u>100 N. Ritchie Rd., Ste. 200</u> <u>Waco, TX 76712, USA</u>	<u>3B Dozer Service, LLC</u> <u>c/o Clarence Bodiford</u> <u>PO Box 249</u> <u>Bremond, TX 76629, USA</u>
	Contact phone <u>254-776-3336</u>	Contact phone <u>979-828-2429</u>
	Contact email <u>srobinson@haleyolson.com</u>	Contact email <u>office@3bdozer.com</u>
	Uniform claim identifier for electronic payments in chapter 13 (if you use one): _____	
4. Does this claim amend one already filed?	<input checked="" type="checkbox"/> No <input type="checkbox"/> 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?	<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? \$ 649,747.33. 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.
Rental Agreement, labor and furnishing machinery, supplies and services

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: Property provided for under Texas law
Basis for perfection: Statute/constitutional lien rights under Texas law
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: \$ Unknown
Amount of the claim that is secured: \$ 432,747.33
Amount of the claim that is unsecured: \$ 217,000.00 (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: \$ 514,747.33
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. \$ 514,747.33

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)?

A claim may be partly priority and partly nonpriority. For example, in some categories, the law limits the amount entitled to priority.

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 09/05/2019
MM / DD / YYYY

/s/Shad Robinson
Signature

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

Name Shad Robinson
First name Middle name Last name

Title Attorney for 3B Dozer Service, LLC

Company Haley Olson, P.C.
Identify the corporate servicer as the company if the authorized agent is a servicer.

Address _____

Contact phone _____ Email _____



KCC ePOC Electronic Claim Filing Summary

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

Debtor: 19-11563 - Emerge Energy Services LP		
District: District of Delaware		
Creditor: 3B Dozer Service, LLC c/o Shad Robinson HALEY OLSON, P.C. 100 N. Ritchie Rd., Ste. 200 Waco, TX, 76712 USA Phone: 254-776-3336 Phone 2: Fax: 254-776-6823 Email: srobinson@haleyolson.com	Has Supporting Documentation: Yes, supporting documentation successfully uploaded Related Document Statement:	
	Has Related Claim: No Related Claim Filed By:	
	Filing Party: Authorized agent	
Disbursement/Notice Parties: 3B Dozer Service, LLC c/o Clarence Bodiford PO Box 249 Bremond, TX, 76629 USA Phone: 979-828-2429 Phone 2: Fax: E-mail: office@3bdozer.com DISBURSEMENT ADDRESS		
Other Names Used with Debtor:	Amends Claim: No Acquired Claim: No	
Basis of Claim: Rental Agreement, labor and furnishing machinery, supplies and services	Last 4 Digits: No	Uniform Claim Identifier:
Total Amount of Claim: 649,747.33	Includes Interest or Charges: No	
Has Priority Claim: No	Priority Under:	
Has Secured Claim: Yes: 432,747.33 Amount of 503(b)(9): No Based on Lease: Yes, 514,747.33 Subject to Right of Setoff: No	Nature of Secured Amount: Other Describe: Property provided for under Texas law Value of Property: Unknown Annual Interest Rate: Arrearage Amount: 514,747.33 Basis for Perfection: Statute/constitutional lien rights under Texas law Amount Unsecured: 217,000.00	

Submitted By:

Shad Robinson on 05-Sep-2019 1:01:45 p.m. Eastern Time

Title:

Attorney for 3B Dozer Service, LLC

Company:

Haley Olson, P.C.

Addendum to 3B Dozer Proof of Claim

This addendum is attached to and incorporated into the proof of claim to provide background information related to 3B Dozer Service, LLC's ("3B Dozer") proof of claim against Debtor Superior Silica Sands, LLC (the "Debtor" or "Superior Silica" in Bankruptcy Case No. 19-11566).

The Superior Silica bankruptcy case is being jointly administered with other related entities under Bankruptcy Case No. 19-11563.

It appears that proof of claims should be filed in the bankruptcy case of the entity that is liable for the amount owed. Out of an abundance of caution, 3B Dozer may also elect to file the proof of claim in the jointly administered bankruptcy case-Case No. 19-11563.

Background

On or about February 11, 2019, the Debtor executed an Equipment Rental Agreement ("Rental Agreement") with 3B Dozer for the rental of a 2018 W&S Wolverine Cutter/Suction Dredge, s/n 6040 (the "Rental Equipment"). A true and correct copy of the Rental Agreement is attached hereto as **Exhibit A**. The Rental Agreement is for a period of twenty-four (24) months (January 1, 2019 through January 1, 2021) and requires the Debtor to make monthly rental payments in the amount of \$20,500.00 for the Rental Equipment.

The Rental Agreement further provides that 3B Dozer will perform labor and furnish machinery, supplies, and services to and for the benefit of Superior Silica for a facility and property located at 3014 LCR 704, Kosse, Texas 76653 (the "Real Property"). Superior Silica is the owner of the Real Property. A legal description of the Real Property is attached hereto as **Exhibit B**.

The Rental Agreement further provides that if it is terminated before the end of the lease (January 1, 2021) then Superior Silica agrees to pay \$9,000.00 per month for the remaining term of the Rental Agreement.

Secured Portion of the Claim

The amount due and owing 3B Dozer up through July 15, 2019 (the "Petition Date") is at least \$432,747.33, exclusive of any accruing interest, costs, fees, and other charges permitted under applicable law, along with any additional amounts owed and accrued after the Petition Date. A true and correct copy of the invoices supporting 3B Dozer's statutory and constitutional lien claim in the amount of at least \$432,747.33 are attached hereto as **Exhibit C**.

Under Chapter 56 of the Texas Property Code, a mineral contractor has a lien to secure payment for labor, machinery, supplies, and/or services related to mineral activities. Texas Property Code 56.001 and 56.002. Accordingly, pursuant to Chapter 56 of the Texas Property Code, 3B Dozer is entitled to a statutory mineral lien against the Real Property.

Alternatively, under Chapter 53 of the Texas Property Code, 3B Dozer asserts that is an original contractor of Superior Silica and that it furnished materials, services, and work at and on the Real Property owned by Superior Silica at the request of and for the benefit of Superior Silica. Accordingly, pursuant to Chapter 53 of the Texas Property Code, 3B Dozer is entitled to a statutory mechanic's lien against the Real Property.

3B Dozer further asserts that it is also the holder of a constitutional lien provided for under Article 16, Section 37 of the Texas Constitution.

Based on the foregoing, 3B Dozer asserts a secured claim under Texas law in the amount of at least \$432,747.33, exclusive of any accruing interest, costs, fees, and other charges permitted under applicable law, along with any additional amounts owed and accrued after the Petition Date.

3B Dozer has filed or will be filing a Bankruptcy Code Section 546(b) notice of lien rights under Texas law and may elect to further perfect its statutory and constitutional lien rights under Texas law to the fullest extent permitted by applicable law and as allowed under Section 362(b)(3) of the Bankruptcy Code by sending notice letters, filing lien affidavits, and/or taking other action necessary under Chapter 53 of the Texas Property Code, Chapter 56 of the Texas Property Code, and/or Article 16, section 37 of the Texas Constitution.

Unsecured Portion of the Claim

Under the Rental Agreement, monthly rent in the amount of \$20,500.00 per month is also due and owing under the Rental Equipment for June 2019, July 2019, August 2019, and September 2019. Accordingly, the total amount of additional rent due under the Rental Agreement is \$82,000.00. A true and correct copy of the invoices for June 2019 through August 2019 are attached hereto as **Exhibit D**.

Furthermore, Section 5 of the Rental Agreement provides that if it is terminated before the end of the lease (January 1, 2021) then Superior Silica agrees to pay \$9,000.00 per month for the remaining term of the Rental Agreement. Based on the foregoing, assuming the Rental Agreement is rejected by Superior Silica before September 30, 2019, 3B Dozer asserts a claim in the amount of \$9,000.00 for each month beginning October 2019 through and including December 2020 for a total amount due of \$135,000.00.

Based on the foregoing, 3B Dozer has an unsecured claim in the amount \$217,000.00 consisting of the \$82,000.00 due for the June 2019 through September 2019 rent and \$135,000.00 for damages due and owing between October 2019 and December 2020.

Reservations

3B Dozer reserves the right to withdraw this proof of claim or amend this proof of claim and increase or decrease the amount due and owing and/or recalculate the secured or unsecured amount of the proof of claim.

3B Dozer is not waiving and reserves the right to assert all amounts due and owing including without limitation any and all amounts due under 503(a), the bankruptcy code, the Rental Agreement, and/or applicable law.

3B Dozer is not waiving and reserves any and all rights or claims against collateral, any setoff rights or claims, any rights or claims against security deposit(s), and/or any right, claim, action, cause of action, counterclaims, defenses, or remedies it may have against the Debtor or any other person or entity and the filing of this proof of claim is not intended to be and shall not be construed as a waiver of its rights, claims, actions, cause of actions, counterclaims, defenses, or remedies against the Debtor or any other person or entity.

3B Dozer is not waiving and reserves any and all any rights, claims, actions, cause of actions, counterclaims, defenses, or remedies against non-debtor parties and property and the filing of this proof of claim is not intended to be and shall not be construed as a waiver of its rights, claims, actions, cause of

actions, counterclaims, defenses, or remedies against any non-debtor parties or property.

3B Dozer is not waiving and reserves: (1) the right to have any and all final orders in any and all non-core matters entered only after de novo review by a United States District Court Judge, (2) right to a jury trial, (3) right to have the reference withdrawn in any matter or proceeding subject to mandatory or discretionary withdrawal, and (4) any and all other rights, claims, actions, cause of actions, counterclaims, defenses, or remedies under the Rental Agreement, the bankruptcy code, and/or applicable law.

3B Dozer further reserves the right to amend its proof of claim and expressly reserves all rights and remedies under applicable law including without limitation any and all rights under Texas law and the bankruptcy code.

**UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE**

IN RE:

SUPERIOR SILICA SANDS, LLC

DEBTORS

§
§
§
§
§

CASE NO. 19-11566 (KBO)

Chapter 11

Jointly Administered in 19-11563

SUMMARY OF EXHIBITS

Exhibit A Equipment Rental Agreement

Exhibit B Real Property

Exhibit C Secured Invoices

Exhibit D Unsecured Invoices

EXHIBIT A

Equipment Rental Agreement

This Equipment Rental Agreement (the "Agreement") is made and entered on **January 1, 2019** (the "Effective Date") by and between **3B Dozer Service, LLC** (the "Lessor") legally conducting business within the State of **Texas**; and **Superior Silicia Sand** (the "Lessee"); collectively referred to herein as the "Parties."

1. EQUIPMENT SUBJECT TO LEASE. The Lessor shall rent the equipment listed herein to the Lessee whom must adhere to the terms and conditions within this Agreement.

**[2018 W&S 10x10 in Wolverine Cutter/Suction Dredge
Serial#6040]**

2. PAYMENT TERMS. The rental fee is based on a rate of **(\$20,500.00)** per month, plus any additional fees incurred. Additional charges shall be added in the event the equipment is damaged, missing any parts, or returned later than **January 1, 2021**. All charges shall commence from the Effective Date of this Agreement. Lessor shall invoice the client on a monthly basis and all invoices are due **Net 30. Past due invoices will be subject to late fees as noted on invoices.**

5. LEASE TERM. This Equipment Rental Agreement shall begin on **January 1, 2019** (Effective Date) and shall terminate on **January 1, 2021**. At the end of the Lease term, the Lessee shall return the equipment to the Lessor. ***If lease is terminated before the end of the lease date of January 1, 2021, Superior Silicia Sand (Lessee) agrees to pay 3B Dozer Service LLC (Lessor) \$9,000.00 per month for the remainder of this lease.***

6. LOCATION. The equipment shall be located at Superior Silicia Sand Plant 3014 CR 704 Bremond, Texas 76629 during the term of this Agreement, and shall not be removed from that location without the Lessor's prior written consent.

7. CARE AND OPERATION. The equipment may only be used and operated in a careful and proper manner as outlined in the operators manual located inside the dredge. Its use must comply with all laws, ordinances, and regulations relating to the possession, or use of the equipment.

8. INSURANCE. The Lessee shall insure the equipment in an amount of at least (\$450,000.00).

9. ALTERATIONS. Lessee shall make no alterations to the equipment without prior written consent of the Lessor. All alterations shall be property of the Lessor and subject to the term within. Lessor shall have the right to inspect the equipment during Lessee's normal business hours upon request.

10. MAINTENANCE AND REPAIR. The Lessor shall maintain at the Lessee's cost, the equipment in good repair and operating condition. Such costs shall include labor, material, parts, oil changes and other similar items. Maintenance and repairs will be invoiced to the Lessee on a monthly basis. Problems known with Dredge prior to signed contract cannot come back on lessee according to status report.

11. OPTION TO RENEW. If the Lessee is not in default upon the expiration of this lease, the Lessee shall have the option to renew this Lease for a similar term on such terms as the Parties agree upon.

12. DEFAULT. The occurrence of any of the following shall constitute a default under this Agreement:

- a. The failure to make a required payment under this Agreement when due.
- b. The violation of any other provision or requirement that is not corrected within **30** day(s) after written notice of the violation is given.
- c. The insolvency or bankruptcy of the Lessee.

13. LIMITATION OF LIABILITY. TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, LESSOR SHALL NOT BE LIABLE TO LESSEE, AND LESSEE COVENANTS THAT IT SHALL NOT ASSERT A CLAIM AGAINST LESSOR, UNDER ANY LEGAL THEORY, WHETHER IN AN ACTION BASED ON A CONTRACT, NEGLIGENCE, TORT, STRICT LIABILITY, OR OTHERWISE PROVIDED BY STATUTE OR LAW, (i) FOR ANY INCIDENTAL, SPECIAL, EXEMPLARY, CONSEQUENTIAL, OR STATUTORY DAMAGES, OR ANY DAMAGES RESULTING FROM LOST PROFITS, INTERRUPTION OF BUSINESS, OR LOSS OF GOODWILL, EVEN IF LESSOR HAD BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, OR (ii) FOR DAMAGES RELATED TO OR ARISING OUT OF THIS AGREEMENT IN AN AMOUNT THAT EXCEEDS THE FEES ACTUALLY PAID BY LESSOR UNDER THIS AGREEMENT. LESSEE HEREBY WAIVES ANY CLAIM THAT THESE EXCLUSIONS DEPRIVE IT OF AN ADEQUATE REMEDY OR CAUSE THIS AGREEMENT TO FAIL OF ITS ESSENTIAL PURPOSE. PARTIES, HEREBY ACKNOWLEDGE AND AGREE THAT ANY WARRANTY DISCLAIMERS AND LIMITATION OF LIABILITY PROVISIONS SET FORTH ABOVE HAVE BEEN NEGOTIATED AND ARE FUNDAMENTAL ELEMENTS OF BASIS OF THIS AGREEMENT.

14. DISPUTE RESOLUTION. This Agreement and any dispute relating to this Agreement shall be governed by and interpreted in accordance within the law and Parties irrevocably agree that the courts within the State of **Texas** shall have exclusive jurisdiction to settle any dispute

which may arise out of, under, or in connection with the Agreement, regardless of individual party location. Parties irrevocably submit to the exclusive jurisdiction of the federal and state courts located within the State of Texas.

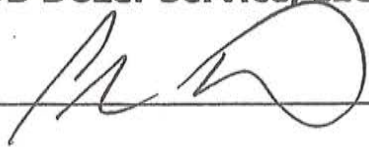
15. INDEMNITY. Lessee agrees to indemnify and hold Lessor, its subsidiaries, affiliates, and respective officers, agents, partners and employees, harmless from any loss, liability, demand, claim or legal proceedings brought or threatened, including expenses suffered or incurred arising out of Lessee use of the equipment, the functionality of the equipment, or any violation of this Agreement.

16. ENTIRE AGREEMENT. This Agreement, including any exhibits attached hereto and made part hereof, constitutes the entire agreement between Lessor and Lessee with respect of the subject matter hereof. This Agreement supersedes any prior agreements, representations, or dealings between the Parties.

17. ADDITIONAL: 3B Dozer Service LLC will keep a 40,000 ton stockpile maintained monthly at a rate of \$1.40 per ton for sand according to truck loads. ***Any additional work performed will be on a time and material basis.***


IN WITNESS WHEREOF, the Parties hereto have executed this Equipment Rental Agreement by a duly authorized representative effective as of the date set forth at the top of this Agreement.

[3B Dozer Service, LLC] (Lessor)

 _____ 2-11-19

Clarence Bodiford, (Owner) (Date)

[Superior Silicia Sand] (Lessee)

 Plant manager 2-11-19

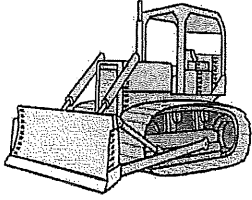
(NAME), (TITLE) (Date)

Approved by:

Name * 

Title President & CEO

2/12/19.



3 B Dozer Service, LLC
P.O. Box 249
Bremond, TX 76629
 Office 979-828-2429
 Fax 979-828-2133
 office@3bdozer.com



Submitted To: Kenneth Kunsman	Date: 1/30/2019	Date of Work: n/a
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Job Name: RATES	Job Location: Superior Silicia Sand
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We propose hereby to furnish material and labor necessary for the completion of:

Loader 5.5 to 6.5 yd bucket = \$105.00	Pickup = \$15.00
Foreman w/Tools = \$55.00/OT \$68.75	Grader = \$80.00
Hand Labor = \$21.00/OT \$31.50	Sand from pit to hopper = \$1.40 per ton
Operator = \$25.00/OT \$37.50	Striping overburden (Clay) (Topsoil) = .60 cents per ton
Certified Mechanic = \$75.00/OT \$112.50	Hauling of Coarse Sand = .60 /ton
Dozer = \$95.00	Welder = \$75.00/OT \$112.50
Track hoe 6 yd = \$115.00	Welder Helper = \$25.00/OT \$37.50
Track hoe 3 yd = \$95.00	Vacuum Truck = \$95.00
Water Truck = \$75.00	Vacuum Truck Operator = \$35.00/OT \$52.50
35 ton off-road truck = \$115.00	Vacuum Truck Tech = \$25.00/OT \$37.50
Skid Steer = \$50.00	Journeyman = \$28.00/OT \$42.00

*****All rates are with SSS supplying fuel*****

Note: This proposal may be withdrawn by us if not accepted within 30 days.

Acceptance of Proposal

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified.

Signature: Kenneth Kunsman Plant manager

Date of Acceptance: 2-11-19

[Signature] 2-11-19
owner

EXHIBIT B

Limestone County Appraisal District Information

Property ID No. R9118

A387 L Moore, Acres 224.352

Legal Description

All that certain tract or parcel of land situated in Limestone County, Texas, being a part of the Luke Moore Survey, Abstract No. 387 being all of a called 225.03 Acre tract conveyed from Douglas Keith Blair, et ux to Silica Sand Investments, LP by deed dated February 27, 2008 recorded in Volume 1027, Page 18 of the said Real Property Records of Limestone County and recorded in Volume 1273, Page 027 of the Real Property Records of Robertson County, Texas and being more particularly described by metes and bounds as follows to wit:

BEGINNING at a set 5/8" iron rod at the intersection of the common line between the said Moore Survey, A-387 and the Luke Moore Survey, A-274 and the west Right-of-Way line of Limestone County Road 704, on the north line of a called 950.17 Acre tract conveyed to Michael L. Wood, et ux in Volume 1125, Page 520, for the southeast corner of this tract;

THENCE S 57°31'34" W – 5175.93 feet along the said common line between the said Moore Survey, A-387 and the said Moore Survey, A-274, the said north line of the said 950.17 Acre tract to a found street car rail on the east line of the Joshua Hudson Survey, A-261, at an interior ell corner of the said 950.17 Acre tract, for the southwest corner of this tract;

THENCE N 32°16'14" W – 1654.59 feet continuing along the said north line of the 950.17 Acre tract, the common line between the said Moore Survey, A-387 and the said Hudson Survey to a found ½" iron rod on the south line of a called 99.911 Acre tract conveyed to Bill Tom Leonard, et al in Volume 497, Page 611, at the most westerly northeast corner of the said 950.17 Acre tract, for the most southerly northwest corner of this tract;

THENCE along the south and east lines respectively of the said 99.911 Acre tract for the following courses and distances:

N 57°30'26" E – 1155.80 feet to a found ½" iron rod for at the southeast corner of the said 99.911 Acre tract, for an interior ell corner of this tract;

N 32°26'08" W – 374.75 feet to a found ½" iron rod at the southwest corner of a called 43.71 Acre tract conveyed to Robert E. Ryan, et ux in Volume 1160, Page 326, for the most northerly northwest corner of this tract;

THENCE N 57°32'03" E – 1071.57 feet along the south line of the said 43.71 Acre tract to a found ½" iron rod at the southwest corner of a called 47.98 Acre tract conveyed to Douglas Keith Blair in Volume 1194, Page 266, at the southeast corner of the said 43.71 Acre tract, for an interior ell corner of this tract;

THENCE N 57°31'27" E – 2797.95 feet along the south lines of the said 47.98 Acre tract and a called 25.786 Acre tract conveyed to Ben F. Ritchie in Volume 719, Page 388 respectively to a found ½" iron rod on the west Right-of-Way line of Limestone County Road 704, at the southeast corner of the said 25.786 Acre tract, for the northeast corner of this tract;

THENCE along the said west Right-of-Way line of Limestone County Road 704 for the following courses and distances:

S 29°57'11" E – 214.52 feet to a set 5/8" iron rod for an exterior ell corner of this tract;

S 29°17'58" E – 370.16 feet to a set 5/8" iron rod for an interior ell corner of this tract;

S 30°50'34" E – 540.17 feet to a set 5/8" iron rod for an interior ell corner of this tract;

S 33°58'20" E – 131.40 feet to a set 5/8" iron rod for an interior ell corner of this tract;

S 40°22'03" E – 97.12 feet to a set 5/8" iron rod for an interior ell corner of this tract;

S 46°15'46" E – 112.18 feet to a set 5/8" iron rod for interior ell corner of this tract;

S 46°53'04" E – 587.80 feet to the **POINT OF BEGINNING** containing within these metes and bounds 224.352 Acres of land.

EXHIBIT C

3 B Dozer Service, LLC

P.O. Box 249
 Bremond, TX 76629

Invoice

Date	Invoice #
3/26/2019	7906

Bill To
Superior Silica Sands Kosse 5600 Clearfork Main St. Ste 400 Fort Worth, Tx 76109

S.O. No.	Terms	Due Date
March	Net 30	4/25/2019

Description	Qty	Rate	Amount
65,944 tons of Sand Delivered	65,944	1.40	92,321.60
32,600 Overburden per ton	38,688	0.60	23,212.80
Misc. Equipment for the period 2/25/2019 - 3/24/19			
Foreman with Tools	155.5	55.00	8,552.50
Foreman w/Tools (OT)	9	68.75	618.75
Dozer	110	95.00	10,450.00
Trackhoe	34.5	95.00	3,277.50
Blade	82	80.00	6,560.00
Hand Labor	6.5	18.00	117.00

Total	\$145,110.15
Payments/Credits	-\$20,000.00
Balance Due	\$125,110.15

Phone #	Fax #	E-mail
(979) 828-2429	979-828-2133	office@3bdozer.com

3 B Dozer Service, LLC

P.O. Box 249
 Bremond, TX 76629

Invoice

Date	Invoice #
3/26/2019	7906

Bill To
Superior Silica Sands Kosse 5600 Clearfork Main St. Ste 400 Fort Worth, Tx 76109

S.O. No.	Terms	Due Date
March	Net 30	4/25/2019

Description	Qty	Rate	Amount
65,944 tons of Sand Delivered	65,944	1.40	92,321.60
32,600 Overburden per ton	38,688	0.60	23,212.80
Misc. Equipment for the period 2/25/2019 - 3/24/19			
Foreman with Tools	155.5	55.00	8,552.50
Foreman w/Tools (OT)	9	68.75	618.75
Dozer	110	95.00	10,450.00
Trackhoe	34.5	95.00	3,277.50
Blade	82	80.00	6,560.00
Hand Labor	6.5	18.00	117.00

Total	\$145,110.15
Payments/Credits	-\$20,000.00
Balance Due	\$125,110.15

Phone #	Fax #	E-mail
(979) 828-2429	979-828-2133	office@3bdozer.com

3 B Dozer Service, LLC

P.O. Box 249

Bremond, TX 76629

Invoice

Date	Invoice #
4/9/2019	8001

Bill To
Superior Silica Sands Kosse 5600 Clearfork Main St. Ste 400 Fort Worth, Tx 76109

S.O. No.	Terms	Due Date
Rock	Net 30	5/9/2019

Description	Qty	Rate	Amount
Rock Delivered 4/1/19			
1x3 Rock per ton	67.63	13.00	879.19
Rock Hauling per load	3	125.00	375.00

Total	\$1,254.19
Payments/Credits	-\$890.77
Balance Due	\$363.42

Phone #	Fax #	E-mail
(979) 828-2429	979-828-2133	office@3bdozer.com

3 B Dozer Service, LLC

P.O. Box 249

Bremond, TX 76629

Invoice

Date	Invoice #
4/26/2019	8125

Bill To
Superior Silica Sands Kosse 5600 Clearfork Main St. Ste 400 Fort Worth, Tx 76109

Service Dates	Payment Terms	Due Date	Contract Term
April	Net 30	5/26/2019	4 of 24

Description	Qty	Rate	Amount
Dredge Rental	1	20,500.00	20,500.00
Total			\$20,500.00
Payments/Credits			\$0.00
Balance Due			\$20,500.00

Phone #	Fax #	E-mail
(979) 828-2429	979-828-2133	office@3bdozer.com

3 B Dozer Service, LLC

P.O. Box 249
Bremond, TX 76629

Invoice

Date	Invoice #
5/3/2019	8126

Bill To
Superior Silica Sands Kosse 5600 Clearfork Main St. Ste 400 Fort Worth, Tx 76109

S.O. No.	Terms	Due Date
	Net 30	6/2/2019

Description	Qty	Rate	Amount
67,520 tons of Sand Delivered	67,520	1.40	94,528.00
21,840 Overburden per ton	21,840	0.60	13,104.00
Misc. Equipment 3/25/19 - 4/21/19			
Foreman with Tools	150	55.00	8,250.00
Foreman w/Tools (OT)	25.5	68.75	1,753.13
Blade per hour	66.5	80.00	5,320.00
D6R Dozer	72.5	95.00	6,887.50
Trackhoe	31	95.00	2,945.00
Water Truck	77.5	75.00	5,812.50
End Dump	12	100.00	1,200.00

Total	\$139,800.13
Payments/Credits	\$0.00
Balance Due	\$139,800.13

Phone #	Fax #	E-mail
(979) 828-2429	979-828-2133	office@3bdozer.com

3 B Dozer Service, LLC

P.O. Box 249
Bremond, TX 76629

Invoice

Date	Invoice #
5/6/2019	8177

Bill To
Superior Silica Sands Kosse 5600 Clearfork Main St. Ste 400 Fort Worth, Tx 76109

S.O. No.	Terms	Due Date
	Net 30	6/5/2019

Description	Qty	Rate	Amount
17840 tons of Sand Delivered	17,840	1.40	24,976.00
2240 Overburden per ton	2,240	0.60	1,344.00
Misc. Equipment 4/22/19 - 4/28/19			
Foreman with Tools	150	55.00	8,250.00
Foreman w/Tools (OT)	25.5	68.75	1,753.13
Blade per hour	16	80.00	1,280.00
D6R Dozer	13	95.00	1,235.00
Trackhoe	3.5	95.00	332.50
Water Truck	10	75.00	750.00

Total	\$39,920.63
Payments/Credits	\$0.00
Balance Due	\$39,920.63

Phone #	Fax #	E-mail
(979) 828-2429	979-828-2133	office@3bdozer.com

3 B Dozer Service, LLC

P.O. Box 249
Bremond, TX 76629

Invoice

Date	Invoice #
5/8/2019	8192

Bill To
Superior Silica Sands Kosse 5600 Clearfork Main St. Ste 400 Fort Worth, Tx 76109

S.O. No.	Terms	Due Date
	Net 30	6/7/2019

Description	Qty	Rate	Amount
16120 tons of Sand Delivered	16,120	1.40	22,568.00
5800 Overburden per ton	5,800	0.60	3,480.00
Misc. Equipment 4/29/19 - 5/5/19			
Foreman with Tools	35	55.00	1,925.00
Blade per hour	8	80.00	640.00
D6R Dozer	21	95.00	1,995.00
Trackhoe	3	95.00	285.00
Hand Labor	2.5	21.00	52.50

Total	\$30,945.50
Payments/Credits	\$0.00
Balance Due	\$30,945.50

Phone #	Fax #	E-mail
(979) 828-2429	979-828-2133	office@3bdozer.com

3 B Dozer Service, LLC

P.O. Box 249
Bremond, TX 76629

Invoice

Date	Invoice #
5/14/2019	8214

Bill To
Superior Silica Sands Kosse 5600 Clearfork Main St. Ste 400 Fort Worth, Tx 76109

S.O. No.	Terms	Due Date
	Net 30	6/13/2019

Description	Qty	Rate	Amount
13800 tons of Sand Delivered	13,800	1.40	19,320.00
2000 Overburden per ton	2,000	0.60	1,200.00
Misc. Equipment 5/6/19 - 5/12/19			
Foreman with Tools	38.5	55.00	2,117.50
Blade per hour	28.5	80.00	2,280.00
D6R Dozer	6	95.00	570.00

Total	\$25,487.50
Payments/Credits	\$0.00
Balance Due	\$25,487.50

Phone #	Fax #	E-mail
(979) 828-2429	979-828-2133	office@3bdozer.com

3 B Dozer Service, LLC

P.O. Box 249

Bremond, TX 76629

Invoice

Date	Invoice #
5/21/2019	8253

Bill To
Superior Silica Sands Kosse 5600 Clearfork Main St. Ste 400 Fort Worth, Tx 76109

S.O. No.	Terms	Due Date
	Net 30	6/20/2019

Description	Qty	Rate	Amount
13280 tons of Sand Delivered	13,280	1.40	18,592.00
1080 Overburden per ton	1,080	0.60	648.00
Misc. Equipment 5/13/19-5/19/19			
Foreman with Tools	28	55.00	1,540.00
Trackhoe	2	95.00	190.00
D6R Dozer	2	95.00	190.00
Water Truck	8	75.00	600.00

Total	\$21,760.00
Payments/Credits	\$0.00
Balance Due	\$21,760.00

Phone #	Fax #	E-mail
(979) 828-2429	979-828-2133	office@3bdozer.com

3 B Dozer Service, LLC

P.O. Box 249

Bremond, TX 76629

Invoice

Date	Invoice #
5/24/2019	8279

Bill To
Superior Silica Sands Kosse 5600 Clearfork Main St. Ste 400 Fort Worth, Tx 76109

S.O. No.	Terms	Due Date
	Net 30	6/23/2019

Description	Qty	Rate	Amount
5240 tons of Sand Delivered	5,240	1.40	7,336.00
240 Overburden per ton	240	0.60	144.00
Misc. Equipment 5/20/19-5/21/19 Foreman with Tools	16	55.00	880.00

Total	\$8,360.00
Payments/Credits	\$0.00
Balance Due	\$8,360.00

Phone #	Fax #	E-mail
(979) 828-2429	979-828-2133	office@3bdozer.com

3 B Dozer Service, LLC

P.O. Box 249

Bremond, TX 76629

Invoice

Date	Invoice #
5/24/2019	8280

Bill To
Superior Silica Sands Kosse 5600 Clearfork Main St. Ste 400 Fort Worth, Tx 76109

Service Dates	Payment Terms	Due Date	Contract Term
May	Net 30	6/23/2019	5 of 24

Description	Qty	Rate	Amount
Dredge Rental	1	20,500.00	20,500.00
Total			\$20,500.00
Payments/Credits			\$0.00
Balance Due			\$20,500.00

Phone #	Fax #	E-mail
(979) 828-2429	979-828-2133	office@3bdozer.com

3 B Dozer Service, LLC

P.O. Box 249

Bremond, TX 76629

Invoice

Date	Invoice #
4/26/2019	8125

Bill To
Superior Silica Sands Kosse 5600 Clearfork Main St. Ste 400 Fort Worth, Tx 76109

Service Dates	Payment Terms	Due Date	Contract Term
April	Net 30	5/26/2019	4 of 24

Description	Qty	Rate	Amount
Dredge Rental	1	20,500.00	20,500.00
Total			\$20,500.00
Payments/Credits			\$0.00
Balance Due			\$20,500.00

Phone #	Fax #	E-mail
(979) 828-2429	979-828-2133	office@3bdozer.com

3 B Dozer Service, LLC

P.O. Box 249
Bremond, TX 76629

Invoice

Date	Invoice #
5/3/2019	8126

Bill To
Superior Silica Sands Kosse 5600 Clearfork Main St. Ste 400 Fort Worth, Tx 76109

S.O. No.	Terms	Due Date
	Net 30	6/2/2019

Description	Qty	Rate	Amount
67,520 tons of Sand Delivered	67,520	1.40	94,528.00
21,840 Overburden per ton	21,840	0.60	13,104.00
Misc. Equipment 3/25/19 - 4/21/19			
Foreman with Tools	150	55.00	8,250.00
Foreman w/Tools (OT)	25.5	68.75	1,753.13
Blade per hour	66.5	80.00	5,320.00
D6R Dozer	72.5	95.00	6,887.50
Trackhoe	31	95.00	2,945.00
Water Truck	77.5	75.00	5,812.50
End Dump	12	100.00	1,200.00

Total	\$139,800.13
Payments/Credits	\$0.00
Balance Due	\$139,800.13

Phone #	Fax #	E-mail
(979) 828-2429	979-828-2133	office@3bdozer.com

3 B Dozer Service, LLC

P.O. Box 249
Bremond, TX 76629

Invoice

Date	Invoice #
5/6/2019	8177

Bill To
Superior Silica Sands Kosse 5600 Clearfork Main St. Ste 400 Fort Worth, Tx 76109

S.O. No.	Terms	Due Date
	Net 30	6/5/2019

Description	Qty	Rate	Amount
17840 tons of Sand Delivered	17,840	1.40	24,976.00
2240 Overburden per ton	2,240	0.60	1,344.00
Misc. Equipment 4/22/19 - 4/28/19			
Foreman with Tools	150	55.00	8,250.00
Foreman w/Tools (OT)	25.5	68.75	1,753.13
Blade per hour	16	80.00	1,280.00
D6R Dozer	13	95.00	1,235.00
Trackhoe	3.5	95.00	332.50
Water Truck	10	75.00	750.00

Total	\$39,920.63
Payments/Credits	\$0.00
Balance Due	\$39,920.63

Phone #	Fax #	E-mail
(979) 828-2429	979-828-2133	office@3bdozer.com

3 B Dozer Service, LLC

P.O. Box 249
Bremond, TX 76629

Invoice

Date	Invoice #
5/8/2019	8192

Bill To
Superior Silica Sands Kosse 5600 Clearfork Main St. Ste 400 Fort Worth, Tx 76109

S.O. No.	Terms	Due Date
	Net 30	6/7/2019

Description	Qty	Rate	Amount
16120 tons of Sand Delivered	16,120	1.40	22,568.00
5800 Overburden per ton	5,800	0.60	3,480.00
Misc. Equipment 4/29/19 - 5/5/19			
Foreman with Tools	35	55.00	1,925.00
Blade per hour	8	80.00	640.00
D6R Dozer	21	95.00	1,995.00
Trackhoe	3	95.00	285.00
Hand Labor	2.5	21.00	52.50

Total	\$30,945.50
Payments/Credits	\$0.00
Balance Due	\$30,945.50

Phone #	Fax #	E-mail
(979) 828-2429	979-828-2133	office@3bdozer.com

3 B Dozer Service, LLC

P.O. Box 249
Bremond, TX 76629

Invoice

Date	Invoice #
5/14/2019	8214

Bill To
Superior Silica Sands Kosse 5600 Clearfork Main St. Ste 400 Fort Worth, Tx 76109

S.O. No.	Terms	Due Date
	Net 30	6/13/2019

Description	Qty	Rate	Amount
13800 tons of Sand Delivered	13,800	1.40	19,320.00
2000 Overburden per ton	2,000	0.60	1,200.00
Misc. Equipment 5/6/19 - 5/12/19			
Foreman with Tools	38.5	55.00	2,117.50
Blade per hour	28.5	80.00	2,280.00
D6R Dozer	6	95.00	570.00

Total	\$25,487.50
Payments/Credits	\$0.00
Balance Due	\$25,487.50

Phone #	Fax #	E-mail
(979) 828-2429	979-828-2133	office@3bdozer.com

3 B Dozer Service, LLC

P.O. Box 249

Bremond, TX 76629

Invoice

Date	Invoice #
5/21/2019	8253

Bill To
Superior Silica Sands Kosse 5600 Clearfork Main St. Ste 400 Fort Worth, Tx 76109

S.O. No.	Terms	Due Date
	Net 30	6/20/2019

Description	Qty	Rate	Amount
13280 tons of Sand Delivered	13,280	1.40	18,592.00
1080 Overburden per ton	1,080	0.60	648.00
Misc. Equipment 5/13/19-5/19/19			
Foreman with Tools	28	55.00	1,540.00
Trackhoe	2	95.00	190.00
D6R Dozer	2	95.00	190.00
Water Truck	8	75.00	600.00

Total	\$21,760.00
Payments/Credits	\$0.00
Balance Due	\$21,760.00

Phone #	Fax #	E-mail
(979) 828-2429	979-828-2133	office@3bdozer.com

3 B Dozer Service, LLC

P.O. Box 249

Bremond, TX 76629

Invoice

Date	Invoice #
5/24/2019	8279

Bill To
Superior Silica Sands Kosse 5600 Clearfork Main St. Ste 400 Fort Worth, Tx 76109

S.O. No.	Terms	Due Date
	Net 30	6/23/2019

Description	Qty	Rate	Amount
5240 tons of Sand Delivered	5,240	1.40	7,336.00
240 Overburden per ton	240	0.60	144.00
Misc. Equipment 5/20/19-5/21/19 Foreman with Tools	16	55.00	880.00

Total	\$8,360.00
Payments/Credits	\$0.00
Balance Due	\$8,360.00

Phone #	Fax #	E-mail
(979) 828-2429	979-828-2133	office@3bdozer.com

3 B Dozer Service, LLC

P.O. Box 249

Bremond, TX 76629

Invoice

Date	Invoice #
5/24/2019	8280

Bill To
Superior Silica Sands Kosse 5600 Clearfork Main St. Ste 400 Fort Worth, Tx 76109

Service Dates	Payment Terms	Due Date	Contract Term
May	Net 30	6/23/2019	5 of 24

Description	Qty	Rate	Amount
Dredge Rental	1	20,500.00	20,500.00
Total			\$20,500.00
Payments/Credits			\$0.00
Balance Due			\$20,500.00

Phone #	Fax #	E-mail
(979) 828-2429	979-828-2133	office@3bdozer.com

EXHIBIT D

3 B Dozer Service, LLC

P.O. Box 249

Bremond, TX 76629

Invoice

Date	Invoice #
6/24/2019	8741

Bill To
Superior Silica Sands Kosse 5600 Clearfork Main St. Ste 400 Fort Worth, Tx 76109

Service Dates	Payment Terms	Due Date	Contract Term
June	Net 30	7/24/2019	6 of 24

Description	Qty	Rate	Amount
Dredge Rental	1	20,500.00	20,500.00
Total			\$20,500.00
Payments/Credits			\$0.00
Balance Due			\$20,500.00

Phone #	Fax #	E-mail
(979) 828-2429	979-828-2133	office@3bdozer.com

3 B Dozer Service, LLC

P.O. Box 249

Bremond, TX 76629

Invoice

Date	Invoice #
7/24/2019	8742

Bill To
Superior Silica Sands Kosse 5600 Clearfork Main St. Ste 400 Fort Worth, Tx 76109

Service Dates	Payment Terms	Due Date	Contract Term
July	Net 30	8/23/2019	7 of 24

Description	Qty	Rate	Amount
Dredge Rental	1	20,500.00	20,500.00

Total	\$20,500.00
Payments/Credits	\$0.00
Balance Due	\$20,500.00

Phone #	Fax #	E-mail
(979) 828-2429	979-828-2133	office@3bdozer.com

3 B Dozer Service, LLC

P.O. Box 249

Bremond, TX 76629

Invoice

Date	Invoice #
8/24/2019	8743

Bill To
Superior Silica Sands Kosse 5600 Clearfork Main St. Ste 400 Fort Worth, Tx 76109

Service Dates	Payment Terms	Due Date	Contract Term
August	Net 30	9/23/2019	8 of 24

Description	Qty	Rate	Amount
Dredge Rental	1	20,500.00	20,500.00
Total			\$20,500.00
Payments/Credits			\$0.00
Balance Due			\$20,500.00

Phone #	Fax #	E-mail
(979) 828-2429	979-828-2133	office@3bdozer.com