

Fill in this information to identify the case:

Debtor D & I Silica, LLC

United States Bankruptcy Court for the: Southern District of Texas
(State)

Case number 20-33501

**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

<p>1. Who is the current creditor?</p>	<p><u>C.K. Industries, Inc.</u></p> <p><small>Name of the current creditor (the person or entity to be paid for this claim)</small></p> <p>Other names the creditor used with the debtor _____</p>	
<p>2. Has this claim been acquired from someone else?</p>	<p><input checked="" type="checkbox"/> No</p> <p><input type="checkbox"/> Yes. From whom? _____</p>	
<p>3. Where should notices and payments to the creditor be sent?</p> <p><small>Federal Rule of Bankruptcy Procedure (FRBP) 2002(g)</small></p>	<p>Where should notices to the creditor be sent?</p> <p><u>C.K. Industries, Inc.</u> <u>Attn: Katherine Hopkins</u> <u>201 Main Street, Suite 2500</u> <u>Fort Worth, TX 76102</u></p>	<p>Where should payments to the creditor be sent? (if different)</p>
	<p>Contact phone <u>817.878.9377</u></p> <p>Contact email <u>See summary page</u></p>	<p>Contact phone _____</p> <p>Contact email _____</p>
	<p><small>Uniform claim identifier for electronic payments in chapter 13 (if you use one):</small></p> <p>_____</p>	
<p>4. Does this claim amend one already filed?</p>	<p><input checked="" type="checkbox"/> No</p> <p><input type="checkbox"/> Yes. Claim number on court claims registry (if known) _____ Filed on _____ <small>MM / DD / YYYY</small></p>	
<p>5. Do you know if anyone else has filed a proof of claim for this claim?</p>	<p><input checked="" type="checkbox"/> No</p> <p><input type="checkbox"/> Yes. Who made the earlier filing? _____</p>	



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? \$ 277,100.81. 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.
Railcar Lease Agreement

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. \$ 25,100.81

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 08/07/2020
MM / DD / YYYY

/s/Brian M. Harris
Signature

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

Name Brian M. Harris
First name Middle name Last name

Title President

Company C.K. Industries, Inc.
Identify the corporate servicer as the company if the authorized agent is a servicer.

Address 801 Warrenville Rd., Suite 155, Lisle, IL, 60532

Contact phone _____ Email _____



KCC ePOC Electronic Claim Filing Summary

For phone assistance: Domestic (866) 554-5810 | International (781) 575-2032

Debtor: 20-33501 - D & I Silica, LLC		
District: Southern District of Texas, Houston Division		
Creditor: C.K. Industries, Inc. Attn: Katherine Hopkins 201 Main Street, Suite 2500 Fort Worth, TX, 76102 Phone: 817.878.9377 Phone 2: Fax: Email: katherine.hopkins@kellyhart.com	Has Supporting Documentation: Yes, supporting documentation successfully uploaded Related Document Statement:	
	Has Related Claim: No Related Claim Filed By:	
	Filing Party: Creditor	
Other Names Used with Debtor:		Amends Claim: No Acquired Claim: No
Basis of Claim: Railcar Lease Agreement	Last 4 Digits: No	Uniform Claim Identifier:
Total Amount of Claim: 277,100.81		Includes Interest or Charges: Yes
Has Priority Claim: No		Priority Under:
Has Secured Claim: No		Nature of Secured Amount:
Amount of 503(b)(9): No		Value of Property:
Based on Lease: Yes, 25,100.81		Annual Interest Rate:
Subject to Right of Setoff: No		Arrearage Amount:
		Basis for Perfection:
		Amount Unsecured:
Submitted By: Brian M. Harris on 07-Aug-2020 12:57:44 p.m. Eastern Time		
Title: President		
Company: C.K. Industries, Inc.		
Optional Signature Address: Brian M. Harris 801 Warrenville Rd., Suite 155 Lisle, IL, 60532 Telephone Number: Email:		

United States Bankruptcy Court for the Southern District of Texas

Indicate Debtor against which you assert a claim by checking the appropriate box below. **(Check only one Debtor per claim form.)**

- | | | |
|---|--|--|
| <input type="checkbox"/> Hi-Crush Inc. (Case No. 20-33495) | <input type="checkbox"/> Hi-Crush Holdings LLC (Case No. 20-33509) | <input type="checkbox"/> Hi-Crush Whitehall LLC (Case No. 20-33498) |
| <input type="checkbox"/> BulkTracer Holdings LLC (Case No. 20-33511) | <input type="checkbox"/> Hi-Crush Investments Inc. (Case No. 20-33504) | <input type="checkbox"/> Hi-Crush Wyeville Operating LLC (Case No. 20-33500) |
| <input checked="" type="checkbox"/> D & I Silica, LLC (Case No. 20-33501) | <input type="checkbox"/> Hi-Crush LMS LLC (Case No. 20-33503) | <input type="checkbox"/> OnCore Processing LLC (Case No. 20-33496) |
| <input type="checkbox"/> FB Industries USA Inc. (Case No. 20-33513) | <input type="checkbox"/> Hi-Crush Permian Sand LLC (Case No. 20-33505) | <input type="checkbox"/> PDQ Properties LLC (Case No. 20-33499) |
| <input type="checkbox"/> FB Logistics, LLC (Case No. 20-33516) | <input type="checkbox"/> Hi-Crush PODS LLC (Case No. 20-33507) | <input type="checkbox"/> Pronghorn Logistics Holdings, LLC (Case No. 20-33512) |
| <input type="checkbox"/> Hi-Crush Augusta LLC (Case No. 20-33497) | <input type="checkbox"/> Hi-Crush Proppants LLC (Case No. 20-33506) | <input type="checkbox"/> Pronghorn Logistics, LLC (Case No. 20-33515) |
| <input type="checkbox"/> Hi-Crush Blair LLC (Case No. 20-33502) | <input type="checkbox"/> Hi-Crush Services LLC (Case No. 20-33510) | <input type="checkbox"/> PropDispatch LLC (Case No. 20-33514) |
| <input type="checkbox"/> Hi-Crush Canada Inc. (Case No. 20-33508) | | |

Official Form 410 Proof of Claim

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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.

Part 1: Identify the Claim

1. Who is the current creditor?	<u>C.K. Industries, Inc.</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>Kelly Hart & Hallman LLP; Attn: Katherine T. Hopkins</u> Name <u>201 Main Street, Suite 2500</u> Number Street <u>Fort Worth TX 76102</u> City State ZIP Code Country _____ Contact phone <u>(817) 332-2500</u> Contact email <u>katherine.hopkins@kellyhart.com</u> Uniform claim identifier for electronic payments in chapter 13 (if you use one): _____	Name _____ Number Street _____ City State ZIP Code _____ Country _____ Contact phone _____ Contact email _____
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? _____	

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Railcar Lease Agreement

9. Is all or part of the claim secured? No
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Nature of property:
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 Other. Describe: _____
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- Fixed
 Variable

10. Is this claim based on a lease? No
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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).	\$ _____
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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.

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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:

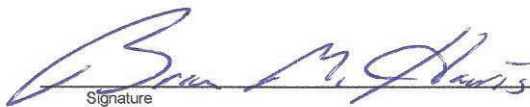
- I am the creditor.
- I am the creditor's attorney or authorized agent.
- I am the trustee, or the debtor, or their authorized agent. Bankruptcy Rule 3004.
- I am a guarantor, surety, endorser, or other codebtor. Bankruptcy Rule 3005.

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 08 07 2020
MM / DD / YYYY


Signature

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

Name Brian Harris
First name Middle name Last name

Title President

Company C.K. Industries, Inc.
Identify the corporate servicer as the company if the authorized agent is a servicer.

Address 801 Warrenville Rd. Suite 155
Number Street

Lisle IL 60532
City State ZIP Code Country

Contact phone 847-732-3153 Email bharris@ckmail.net

**ATTACHMENT A:
CALCULATION OF DAMAGES**

PRE-PETITION AMOUNTS OWED

Lease Payments	\$ 25,100.81
TOTAL PRE-PETITION CLAIM	\$ 25,100.81

ESTIMATED REJECTION DAMAGES

Cleaning and Maintenance Costs	\$ 84,000.00
Transportation Costs	\$ 168,000.00
TOTAL ESTIMATED REJECTION DAMAGES CLAIM	\$ 252,000.00¹

Total Claim: \$277,100.81

¹ These amounts may be entitled to administrative priority and C.K. Industries reserves its rights to assert an administrative expense claim in connection with these amounts and/or any amounts that may become due and owing by the Debtor.

ATTACHMENT B:
RESERVATION OF RIGHTS

C.K. Industries, Inc. (“C.K. Industries”), asserts the foregoing amounts due and owing under the Railcar Lease Agreement, dated February 5, 2013, and subsequent Amendment No. 1 to Railcar Lease Agreement, dated March 23, 2017 (collectively, the “Lease”) owed by D & I Silica, LLC (the “Debtor”), as of the petition date for unpaid rent and related charges due and owing and related estimated rejection damages.

On August 4, 2020, the Bankruptcy Court entered its Order authorizing the rejection of the Lease with the effective date of rejection to occur upon removal of the Debtor’s personal property from the Lease premises [Docket No. 210]. While the effective date of rejection has not yet occurred, C.K. Industries files its claim for estimated rejection damages, out of an abundance of caution, in order to comply with the bar date set forth in the Order (I) Establishing (A) Bar Dates and (B) Related Procedures for Filing Proofs of Claim, (II) Approving the Form and Manner of Notice Thereof and (III) Granting Related Relief [Docket No. 88]. Such rejection damages may be entitled to administrative priority and C.K. Industries reserves any and all rights to assert an administrative expense priority claim in connection with any amounts reflected herein and/or any amounts that may become due and owing by the Debtor. Nothing in this Proof of Claim shall waive such rights.

C.K. Industries also reserves the right to amend or modify this Proof of Claim for any reason including, without limitation, modification of the amount claimed to include additional interest, expenses, costs and/or attorney fees incurred as a result of this bankruptcy case. C.K. Industries further reserves the right to supplement this Proof of Claim with additional documents as necessary. In filing this Proof of Claim, C.K. Industries does not waive any right or rights it may have against the Debtor, any other entities, person or persons liable for all or any part of the claims described herein.

This Proof of Claim is filed to protect C.K. Industries from any potential forfeiture of its claims by reason of the bar date for claims in this case. Filing this Proof of Claim is not:

- a. a waiver or release of C.K. Industries’ rights or claims against any person, entity or property;
- b. a waiver or release of C.K. Industries’ right to trial by jury in any proceeding as to any matters so triable, whether or not the same are designated legal or equitable rights in any case, controversy or proceeding relating hereto, notwithstanding the designation or not of such matters as “core proceedings” pursuant to 28 U.S.C. § 157(b)(2), and whether such jury trial right is pursuant to statute or the United States Constitution;
- c. a waiver or release of C.K. Industries’ right to have any and all final orders in any and all non-core matters or proceedings entered only after *de novo* review by a United States District Court Judge;
- d. a waiver or release of the right to move to withdraw the reference with respect to the subject matter of this Proof of Claim, any objection thereto or other proceedings commenced with respect thereto or any other proceeding which may be commenced in this case against or otherwise involving Debtor; or
- e. an election of remedy.

ATTACHMENT C:
RAILCAR LEASE AGREEMENT AND AMENDMENT NO. 1

RAILCAR LEASE AGREEMENT

THIS RAILCAR LEASE AGREEMENT ("Lease") is made as of February 5, 2013, between C.K. INDUSTRIES, INC. ("Lessor") and D&I SILICA, LLC ("Lessee").

WHEREAS, Lessor agrees to furnish and lease to Lessee, and Lessee agrees to accept and use upon the terms and conditions herein set forth, the railroad cars ("Cars") covered by the riders attached hereto and such additional riders as may be added hereto from time to time by agreement of the parties (each such rider, a "Rider"). Each Rider shall set forth the number of Cars, the rental rate, term of use (as set forth in the Lease or any Rider, the "Term"), Car identification, and other pertinent information that may be desired by both parties. All Cars leased pursuant to such Riders are subject to the terms of this Agreement.

NOW THEREFORE, in consideration of the covenants, promises and undertakings of the parties hereto, as hereinafter set forth, the parties hereby agree as follows:

1. Delivery.

Lessor agrees to deliver the Cars (if made available to Lessor) to Lessee at Lessee's expense at the location designated in the appropriate Rider and Lessee agrees to accept such delivery. Lessor's obligations as to such delivery shall be subject to all delays other than resulting from its gross negligence or willful misconduct.

2. Inspection and Acceptance.

Each Car shall be subject to Lessee's inspection upon delivery and Lessee shall execute promptly after delivery thereof a Certificate of Acceptance in the form set forth in Exhibit A hereto evidencing the fitness and suitability of each Car and Lessee's acceptance of such Car. In the alternative, the loading of any Car by Lessee or at its direction, or the failure by Lessee to report to Lessor any defect within seven (7) days from date of receipt at the delivery location shall constitute acceptance thereof by Lessee for all purposes of this Agreement, and shall be conclusive evidence of the fit and suitable condition thereof for the purpose of transporting the commodities then and thereafter loaded therein or thereon.

3. AAR Agreements.

Lessee agrees to abide by the Association of American Railroads ("AAR") Car Service and Car Hire Agreements with respect to the Cars as well as all Federal Railway Association ("FRA") rules and regulations. It is the sole responsibility of the Lessee to secure and maintain any approvals necessary for the use and operation of the cars in Interchange Service including but not limited to OT-5 authority. Lessor shall use its best efforts to assist the Lessee in filing any necessary documentation to secure such approvals.

4. Rent.

Lessee agrees to pay the monthly rental charge ("Monthly Rental") set forth in the appropriate Rider with respect to each of the Cars from the date of delivery thereof for the Term and thereafter until such Car is returned to and accepted by Lessor. Each Monthly Rental shall be paid in advance on the first day of the month in U.S Dollars, prorating, however, any period which is less than a full month. Monthly Rentals shall be paid to Lessor at the address set forth in Section.

Lessee agrees, upon request of Lessor, to report promptly to Lessor each movement of the Cars. Such report shall contain the date, car number, origin, destination and routing of the movement. Insofar as applicable laws and regulations permit, and unless an event of default hereunder shall have occurred and be continuing, Lessee shall be entitled to a rental credit on the monthly rent payable hereunder in an amount equal to all allowances received by Lessor from railroads for the use of the Cars. All credits due Lessee shall be applied by Lessor as soon as possible after the date Lessor has received payment of such car allowances from the railroads.

Lessee agrees to use the Cars so that their total mileage under load will be equal or exceed their mileage empty for each calendar year. If the empty mileage of the Cars for any calendar year exceeds their loaded mileage, Lessee shall equalize such excess empty mileage within the time limit allowed or pay Lessor for such excess empty mileage based on the rate established by the governing tariff, rule or regulation. The calculations and payments set forth herein shall be prorated for any fractional part of a year.

5. Rent Abatement.

In the event any Car is damaged but not damaged beyond repair, and if the repair of such damage is not Lessee's responsibility under this lease, then if Lessor requests such Car be moved to a shop for repair, rent shall abate as of 5th day after such Car is switched onto the property of such repair shop and shall be reinstated effective as of the day following the date Lessee is notified that such Car has been repaired and is ready for redelivery to Lessee.

6. Maintenance.

"Interchange Rules" mean collectively the Field Manual of the AAR Interchange Rules and the Office Manual of the AAR Interchange Rules. References herein to the Interchange Rules provide performance standards and criteria for the condition of the Cars and their maintenance and repair. However, as between Lessor and Lessee, this Lease, not the Interchange Rules, governs who is responsible for performing and paying for maintenance and repairs. "Lessee Maintenance Items" shall be defined in the attached Rider.

Lessor shall, at its expense, maintain each Car in good working order and repair and in accordance with the standards set by the Interchange Rules and by the rules of any other applicable regulatory body, provided that Lessor has been notified by Lessee that such Car is in need of repairs. However, Lessor shall not be responsible for maintaining Lessee Maintenance

Items or for repairs for which the Interchange Rules place responsibility upon third parties or for maintenance, repair or replacement that is Lessee's responsibility.

Lessee shall, at its expense, maintain all Lessee Maintenance Items in good condition and repair, including renewal necessitated by repair to other portions of the Cars. If any Lessee Maintenance Item is removed, broken off or altered for any reason, or is missing, damaged, altered or replaced with a non-standard item, Lessee shall repair or replace it unless Lessor has performed such removal or modification or has approved it in writing or Lessor has caused such damage, or responsibility for such repair has been assumed in writing by a third party. If Lessor has applied any interior and/or exterior protective coating to the Cars, the application, maintenance and renewal shall be performed by Lessee at its expense. All maintenance, repairs and replacements performed by Lessee shall be performed in accordance with the Interchange Rules and the rules of any other applicable regulatory body. Lessee shall not make any repairs without Lessor's prior written consent except the repairs described above. Whenever any Car is released for delivery to a repair facility for any reason, regardless of who is responsible for the repairs or maintenance being performed, Lessee, at its sole expense, shall clean such Car so that it is empty and free from any residue. Lessee shall reimburse Lessor for all repairs necessitated by Lessee's negligence or by improper loading of the Cars. Lessee shall, within thirty (30) days of notification that Lessor has paid a bill for maintenance, repair or cleaning for which Lessee is responsible, reimburse Lessor for such payment.

7. Use of Cars.

Lessor shall not be liable for any loss of or damage to commodities, or any part thereof, loaded or shipped in or on the Cars, and Lessee agrees to assume all risk of loss and responsibility for, and to defend and indemnify Lessor against, and to save Lessor harmless from any such loss or damage, unless caused by the sole active gross negligence or willful misconduct of Lessor. The indemnities set forth in this Section shall survive the termination, cancellation or expiration of this Agreement. Except as provided in Section 5, Lessor is not liable for loss of use of any Car regardless of the cause.

Lessee shall use the Cars for the transportation of the products listed in the attached Rider. Lessee agrees not to load any of the Cars in excess of the load limit stenciled thereon and shall not use the Cars for any other purpose, including, without limitation, any use of the Cars for the loading or shipping of commodities which contain active or passive chemicals or physical properties which may result in damage or deterioration to the Cars, or to their linings, paint, coatings, sealants or similar items. Upon the initial delivery of any Car, Lessor will, if requested by Lessee, arrange a joint inspection of the Car at a locations designated by Lessor. Unless prior to the first loading of the Car, a joint inspection report setting forth the nature and amount of any then existing damage is signed by both parties, it shall be conclusively presumed that the Car was free of corrosion and all other commodity-related damage on the date such Car was delivered to Lessee. If any Car suffers corrosion or similar deterioration or damage due to any commodity placed or allowed to accumulate in or on the Car, or to which the Car is exposed during any term of this Lease, Lessee shall be liable for the cost of correcting such deterioration or damage at the time the Car is returned to Lessor, regardless of whether or not such condition is due to Lessee's negligence. Such corrosion, deterioration or damage shall not be considered "normal wear and tear."

Lessee agrees to defend, indemnify and hold harmless Lessor from any liability, losses, damages, injuries, claims, and demands and expenses, including reasonable attorney's fees and expenses, arising out of, or as a result of, the loading and/or shipping in the Cars of commodities which contain active or passive chemicals or physical properties which may result in corrosion, deterioration or damage to the Cars, their lining, paint, coating, sealants, or similar items. This obligation to indemnify Lessor does not apply to liability, losses, damages, injuries, claims, and demands and expenses arising out of the negligence of Lessor. Lessee shall ensure that all commodities loaded in the Cars comply with the terms of this Lease and all applicable tariffs, laws, rules and regulations.

8. Modifications.

(a) Consent to Modifications. Lessee will not modify or alter the physical structure of any Car without Lessor's prior written consent (such consent not to be unreasonably withheld); provided, however, that this shall not relieve Lessee of its maintenance obligations.

(b) Required Modifications. If any equipment or appliance on any Car is required to be changed or replaced or any additional equipment or appliance is required to be installed on any Car or any Car is required to be modified or altered, in each case in order to comply with changes to any applicable law, regulation, requirement or rule (a "Modification"), Lessor may elect to either (i) terminate this Lease, effective as of the date on which such Modification is required to be made, or (ii) make such Modification, pay the cost thereof, and increase the monthly rent. The amount of such monthly rent increase shall be \$1.70 per car for each \$100.00 of Lessor's cost incurred in the course of complying with the foregoing Modification. If Lessor elects to terminate this Lease, Lessee may void such termination by paying Lessor the full cost of such Modification. Such Modification, and all components thereof, shall be considered to be accessions to the Car and title thereto shall be immediately vested in Lessor.

9. Casualty Substitution.

If any Car is destroyed or damaged to the extent that the cost to repair such damage exceeds the Depreciated Value ("DV") as provided in the Interchange Rules, currently Rule 107, ("Damaged Beyond Repair") while not in the possession, custody or control of Lessee or Lessee's agent and such destruction or damage has been reported in accordance with the Interchange Rules, such Car will be removed from the rental calculations of this Lease on the date such Car was destroyed or Damaged Beyond Repair. Lessor shall be entitled to all casualty proceeds from the Car.

If any Car, while in the possession, custody or control of Lessee or Lessee's agent, is destroyed or Damaged Beyond Repair, Lessee shall promptly notify Lessor in writing and remit to Lessor an amount equal to the DV of such Car within thirty (30) days date of casualty. Such Car shall remain subject to the terms of this Lease, including the rental terms, until the date on which Lessor has received an amount equal to the DV of such Car.

Lessor may at its expense replace any Car that has been destroyed or Damaged Beyond Repair with equipment of similar age, type and capacity upon prior written notice to lessee. Lessor may also, upon prior written notice to Lessee, remove any Car that Lessor determines is uneconomic for Lessor to repair or maintain such Car without the obligation of replacement.

10. Possession.

Lessee agrees that while the Cars are in Lessee's possession, custody or control the Cars shall be used in compliance with all applicable law, regulations and AAR rules. Lessee further agrees to comply with the load limitations stenciled on each car.

In order to avoid loss, disallowance, recapture, or other diminution of any tax benefits claimed by Lessor with respect to the Cars, including, but not limited to any accelerated depreciation deduction allowable under Section 168 and related Sections of the Internal Revenue Code of 1986 (as amended, the "Code"), Lessee shall not use, or permit the use of, the Cars to be deemed to be used predominantly outside the United States under Section 168(g)(1)(A) of the Code or otherwise inconsistent with the availability to Lessor of the anticipated depreciation deductions.

If Lessor shall lose by disallowance, recapture or otherwise, any portion of said tax benefits as the result of any act committed by Lessee or any third party having control over the Cars, Lessee agrees to pay Lessor a sum equal to the amount of the tax benefits (together with any interest and penalties related thereto) so lost by Lessor.

Lessor may mark Cars to indicate the rights of Lessor or of any financing party. Lessee shall not place any marking or lettering without the prior written consent of lessor (such consent not to be unreasonably withheld).

Lessee shall not directly or indirectly allow to exist encumbrances of any kind on or with regard to any Cars or this Lease arising by, through or under it except those created for the benefit of Lessor or any financing party.

11. Default.

The occurrence of any of the following events shall be an Event of Default:

(i) The nonpayment by Lessee of any sum required herein to be paid by Lessee within ten (10) days after the date such payment is due:

(ii) The breach by Lessee of any other term or condition of this Lease which is not cured within thirty (30) days after written notice from Lessor specifying such breach is received by Lessee;

(iii) Lessee makes a general assignment for the benefit of creditors or fails to pay, or states that it is unable to pay, or is unable to pay its debts generally as they become due;

(iv) In the event that Lessee becomes the debtor in a Chapter 11 proceeding under

the Bankruptcy Code, the failure of such entity to assume this Lease within sixty (60) days of the commencement of the Chapter 11 proceeding; or

(v) Any action, event or existence of any condition the effect of which would be to materially impair Lessee's Collective ability to perform its obligations under this Lease.

Upon the occurrence of any Event of Default, Lessor at its option may exercise any or all of the following rights and remedies and any additional right and remedies permitted by law and shall be entitled to recover all its costs and expenses including reasonable attorney's fees and expenses in enforcing its rights and remedies:

(i) Terminate this Lease and recover damages as set forth below: and/or

(ii) Proceed by any lawful means to enforce performance by Lessee of this Lease and/or recover damages for any breach thereof: and/or

(iii) Terminate this lease by written notice, and retake the Cars and thereafter recover as damages all rental for the unexpired balance of the lease term not offset by a reletting of the cars. The proceeds of any such reletting shall first be applied to the expenses (including reasonable attorney's fees and expenses) of retaking, repairing (if necessary) and reletting of the Cars and delivery to the new Lessee and then to the payment of rent due under this Lease. Lessee shall pay any deficiency remaining due after so applying the proceeds as the same shall accrue. The election by Lessor to relet the Cars and the acceptance of a new lessee shall not operate or release Lessee from liability for any existing or future default in any other covenant or promise herein contained, including, without limitation, the obligation to pay rent; or

(iv) Without terminating this Lease, repossess the Cars, but in the event the Cars are delivered to Lessor or are repossessed, Lessor shall use reasonable efforts to relet the same or any part thereof to others upon a reasonable rental and such other terms as it may see fit. The proceeds of any such reletting shall first be applied to the expenses (including reasonable attorney's fees and expenses) of retaking, repairing (if necessary) and reletting of the Cars and delivery to the new Lessee and then to the payment of rent due under this Lease. Lessee shall pay any deficiency remaining due after so applying the proceeds as the same shall accrue. The election by Lessor to relet the Cars and the acceptance of a new lessee shall not operate or release Lessee from liability for any existing or future default in any other covenant or promise herein contained, including, without limitation, the obligation to pay rent.

The obligation to pay any deficiency or any sum or sums due and unpaid or any damages suffered by reason of Lessee's default hereunder shall survive the termination of the Lease and the retaking of the Cars. The remedies in this Lease shall not be deemed exclusive, but shall be cumulative and shall be in addition to all other remedies existing at law or in equity.

12. Expiration or Other Termination.

Upon the expiration or other termination of this Lease with respect to any Car, Lessee, at its expense, shall return such Car to Lessor at such shop, storage yard, terminal facility or

other interchange point designated by Lessor in the applicable Rider (the "Return Location").

Except for normal wear and tear that is Lessor's responsibility under Section 6, each Car shall be returned to lessor in as good condition, order and repair as when delivered to lessee; in interchange condition in accordance with the standards set by the Interchange Rules and by any other applicable AAR and Federal Railroad Administration ("FRA") rules and regulations, interchange condition to include the replacement of missing materials; free of Rule 95 damage; in condition suitable for loading; free of all accumulations or deposits from commodities. Any item that is damaged or worn beyond what is considered to be normal by the original component manufacturer shall be deemed to have been damaged beyond normal wear and tear and shall be Lessee's responsibility. In addition, if Lessor has permitted Lessee to place any logos or special paint on any Car, Lessee shall have such logos or special paint removed at Lessee's expense.

Lessor may inspect any Car which is returned to it, within a reasonable time after such return and Lessee shall be entitled to participate in any such inspection. If Lessee does not want to arrange for repairs to be made, Lessee agrees to pay Lessor, within thirty (30) days of receipt of an invoice, for all repairs, replacements and cleaning for which Lessee is responsible but which were performed by Lessor.

Until any Car is returned to Lessor, Lessee shall continue to pay rent for such Car and Lessee shall make all other payments and perform all other obligations under the Lease as though the expiration or other termination had not occurred. If Lessor requests the return of any Car in writing and such Car has not been returned within ninety (90) days of the termination date of the Lease, Lessee shall pay one hundred-ten percent (110%) of the rent in effect immediately prior to expiration or termination. Upon written agreement by Lessor and Lessee the term of the Lease may be extended on a month to month basis at the monthly rental rate in effect prior to expiration or termination. In such event, either party agrees to give the other ninety (90) days' written notice of its intention to terminate the Lease.

13. Inspection:

Lessee shall permit Lessor reasonable access to Lessee's property during normal business hours to examine the Cars or Lessee's records relating to the Cars. Lessor shall provide Lessee at least twenty-four (24) hours prior notice of inspection.

14. Taxes.

Lessor shall pay, and shall defend and indemnify Lessee against, all property taxes assessed against or levied upon the Cars. Lessee shall be liable for, and shall defend and indemnify Lessor against, all other taxes, duties or government impositions with respect to the Cars.

15. Insurance.

Lessee shall at its expense carry and maintain on the Cars while on Lessee's property or under Lessee's custody or control (i) all risk, physical loss and damage insurance and (ii) public

liability insurance. Insurance policies shall be in such amounts and against risks customarily insured against by Lessee, and in no event shall Lessee provide less coverage (in terms of type, risks insured and amount) than Five Million Dollars (\$5,000,000). Lessee's policies shall name Lessor and any owner of the Cars and any lender holding a lien on such Cars as additional insureds and Lessor and any such lender shall be named as loss payees. Upon execution hereof, and annually thereafter, Lessee shall provide Lessor and any such lender with insurance certificates from Lessee's insurance carrier evidencing the insurance required hereunder. Lessee's insurance shall be primary without right of contribution from any insurance carried by Lessor.

16. Indemnities.

Lessee agrees to defend, indemnify and hold harmless Lessor from any and all claims, losses, damages, liabilities, costs and expenses, including reasonable attorney's fees and expenses collectively, "Damages" imposed upon, incurred by or asserted against Lessor arising directly or indirectly out of Lessee's, its consignee's or shipper's use, lease, possession or operation of the Cars or out of the loading, unloading, storage, transportation, or movement of the contents of such Cars. This indemnification shall not apply if Damages are due to the negligence of Lessor. The indemnities contained in this Lease shall survive the expiration or termination of this Lease.

17. Miscellaneous.

This Lease shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns; PROVIDED, HOWEVER, THAT LESSEE MAY NOT WITHOUT THE PRIOR WRITTEN CONSENT OF LESSOR PLEDGE OR ASSIGN THIS LEASE OR ANY OF ITS RIGHTS OR OBLIGATIONS HEREUNDER. SUCH CONSENT NOT TO BE UNREASONABLY WITHHELD. ANY PURPORTED ASSIGNMENT IN VIOLATION HEREOF SHALL BE VOID.

Lessee may sublease the Cars provided that: (i) Lessee shall continue to remain liable to Lessor under this Lease; (ii) any sublease shall contain language which expressly makes such sublease subject and subordinate to this Lease and to the rights of the financing parties described in Section 10; (iii) no Car shall be subject to a sublease longer than the term of this Lease; and (iv) such sublease shall provide that the Cars may be used only within the boundaries of permitted use set forth in Section 10 and in accordance with all of the terms and conditions set forth herein.

All rights and obligations of Lessor under this Lease, and Lessor's interest in the Cars and in the rents, any be assigned, pledged, or transferred in whole or in part without notice or consent by Lessee.

Both parties agree to execute the documents contemplated by this transaction and such other documents as may be reasonably required in furtherance of any financing agreement entered into by Lessor or its assignees in connection with the acquisition, financing or use of the Cars.

No delay, waiver, indulgence or partial exercise by Lessor of any right, power, or

remedy shall preclude any further exercise thereof or the exercise or any additional right, power or remedy.

Lessor's obligations with respect to the Cars are expressly limited to those set forth in this Lease, and LESSOR MAKES NO OTHER WARRANTIES OR ANY KIND, EXPRESS OR IMPLIED, LESSOR MAKES NO WARRANTY OF MERCHANTABILITY, FITNESS FOR ANY PARTICULAR PURPOSE OR OTHERWISE, NOR SHALL LESSOR HAVE ANY LIABILITY FOR ANY CONSEQUENTIAL, SPECIAL, INDIRECT OR INCIDENTAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS LEASE OR THE BREACH OF ANY WARRANTY OR OTHER PROVISION HEREUNDER BY LESSOR OR IN CONNECTION WITH THE LEASE, USE POSSESSION OR OPERATION OF ANY CAR OR ARISING BY REASON OF ANY IMPERFECTION OR DEFECT IN THE CARS, REGARDLESS OF WHETHER SUCH DAMAGES ARE BASED IN TORT OR IN CONTRACT.

Any notices required or permitted to be given hereunder shall be deemed given when deposited in United States mail, registered or certified, postage prepaid, addressed to:

Lessee: D&I SILICA, LLC.
7022 Route 6
Sheffield, PA 16347

Lessor: C.K. Industries, Inc.
P.O. Box 1029
Lake Zurich, IL 60047-1029

or to such other addresses as Lessor and Lessee may from time to time designate.

The terms of this Lease and all rights and obligations hereunder shall be governed by the laws of the State of Illinois without regard to Illinois' choice of law doctrine.

The obligations of Lessor and Lessee to make any payment hereunder shall survive the expiration or other termination of this Lease.

This Lease and any Schedules attached hereto represent the entire agreement. This Lease may not be modified, altered, or amended, except by an agreement in writing signed by Lessor and Lessee.

This Lease may be executed in any number of counterparts, and such counterparts together shall constitute one contract.

This Lease shall be binding upon and inure to the benefit of the parties hereto and their respective permitted successors and assigns.

IN WITNESS WHEREOF, the parties have executed this Lease as of the day and year first above written.

Lessee

D&I SILICA, LLC

BY: [Signature]

TITLE: [Signature]

SIGNATURE [Signature]

Lessor

C.K. INDUSTRIES, INC.

BY: Ronald E MEYER S

TITLE: President

SIGNATURE [Signature]

RIDER NO. 1

Pursuant to that certain RAILCAR LEASE AGREEMENT ("Lease") is made as of _____, 2013, between C.K. INDUSTRIES, INC. ("Lessor") and D&I SILICA, LLC ("Lessee").

- I. NUMBER OF CARS: Thirty (30)
- II. DESCRIPTION OF CARS: 1999 Thrall built 3250cf. Covered Hopper Car.
- III. CAR NUMBERS:
CKIX 7000 - 7022, 7150 - 7156
- IV. TERM: Forty-eight (48) Months commencing on the first day of the month following the month which the last Car is delivered and accepted.
- V. RENTAL RATES: Three-hundred-seventy-five Dollars (\$375.00) per car.
- VI. ANTICIPATED DELIVERY PERIOD: TBD
- VII. POINT OF DELIVERY: On the lines of the WSOR Railroad
- VIII. RETURN LOCATION: To a point designated by Lessor.
- IX. ADDITIONAL USAGE RENTAL: For each mile in excess of 30,000 x $\frac{\text{days in service}}{365}$ that each car travels in a calendar year there will be an additional charge of 2.5¢.
- X. PERMITTED LADING: Sand

XI. LESSEE MAINTENANCE ITEMS:

Lessee will be responsible for maintenance of the hatch covers and outlet gates

Executed and delivered as of February 5, 2013, as a rider to and part of the Lease.

LESSEE:

D&I SILICA, LLC

BY: [Signature]

TITLE: [Signature]

SIGNATURE: [Signature]

LESSOR:

C.K. INDUSTRIES, INC.

BY: Richard E. MORALES

TITLE: President

SIGNATURE: [Signature]

EXHIBIT A

Pursuant to RAILCAR LEASE AGREEMENT dated
_____, 2013, by and between C.K. INDUSTRIES, INC. and
_____.

**CERTIFICATE OF ACCEPTANCE OF
RAILROAD CARS**

This Certificate related to the railroad Cars listed below leased by C.K. Industries, Inc. to
_____ under a Lease Agreement dated as of _____, 2013, (the
"Lease"), into which this Certificate is incorporated.

DESCRIPTION OF CARS:

CAR NUMBERS:

Lessee hereby certifies the fitness and suitability and its unconditional acceptance of the
railroad Cars listed herein as of the date below written and hereby subjects said railroad Cars to
the Agreement.

Lessee hereby certifies that the representations and warranties of Lessee contained in the
Agreement are true and correct as of the date below written and that no event of default exists or
with the passage of time would exist with regard to the Agreement.

Lessee hereby certifies that the undersigned officer signing on behalf of Lessee is duly
authorized to execute and deliver this Certificate.

LESSEE:

BY:
TITLE:
SIGNATURE:
DATE:

AMENDMENT NO. 1 TO RAILCAR LEASE AGREEMENT

This Amendment No. 1 entered into as of March 23 2017, by and between C.K. Industries, Inc. a Illinois Corporation (hereinafter called "Lessor"), and D&I Silica a Pennsylvania Limited Liability Corporation (hereinafter called "Lessee");

WITNESSETH:

Whereas, C.K. Industries, Inc. and Lessee entered into a Railcar Lease Agreement dated February 5, 2013 (the "Lease") providing for the lease by Lessor and the hire by Lessee of the equipment described therein; and

Whereas, the parties have agreed to a lease renewal and wish to document their agreement in writing to the extent hereinafter set forth;

Now, Therefore, in consideration of the premises and the mutual covenants and promises contained in the Lease, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and accepted, the parties hereto hereby do agree as follows:

1. The monthly lease rate will remain at Three Hundred, Seventy-Five Dollars (\$375.00) per Car.
2. The term of the Lease is hereby extended so that it shall expire on August 31, 2020.

Other than the changes set forth above, all of the terms, conditions and obligations contained in the Lease shall remain in full force and effect.

In witness whereof, the parties hereto have executed this Amendment No. 1 by their duly authorized officers.

C.K. INDUSTRIES, INC.

D&I Silica, LLC.

By: [Signature]

By: [Signature]

Title: President

Title: VP Logistics & Business Development

Date: 4/3/17

Date: 3/23/17