

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.

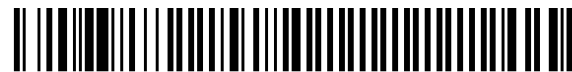
Filers must leave out or redact information that is entitled to privacy on this form or on any attached documents. Attach redacted copies or any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages, 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

1. Who is the current creditor?	<u>Canadian National Railway Company</u> Name of the current creditor (the person or entity to be paid for this claim)	
	Other names the creditor used with the debtor <u>CN</u>	
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?	Where should notices to the creditor be sent?	Where should payments to the creditor be sent? (if different)
	See summary page	
Federal Rule of Bankruptcy Procedure (FRBP) 2002(g)	Contact phone <u>514-399-6182</u>	Contact phone _____
	Contact email <u>martin.cyr@cn.ca</u>	Contact email _____
	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: 6714 ___ ___

7. How much is the claim? \$ 1006435.85. 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.

A large part of the claim is contingent. Please see attached.

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

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

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



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

No

Yes. Check all that apply:

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

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

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

No

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

\$ _____

Part 3: Sign Below

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

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

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

Check the appropriate box:

I am the creditor.

I am the creditor's attorney or authorized agent.

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

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

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

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

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

Executed on date 08/13/2020
MM / DD / YYYY

/s/Martin Cyr
Signature

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

Name Martin Cyr
First name Middle name Last name

Title Manager Credit and Escalations

Company Canadian National Railway Company
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 (866) 554-5810 | International (781) 575-2032

Debtor: 20-33501 - D & I Silica, LLC		
District: Southern District of Texas, Houston Division		
Creditor: Canadian National Railway Company 935 de la Gauchetiere Street West Floor 4 Montreal, Quebec, H3B 2M9 Canada Phone: 514-399-6182 Phone 2: Fax: Email: martin.cyr@cn.ca	Has Supporting Documentation: Yes, supporting documentation successfully uploaded Related Document Statement:	
	Has Related Claim: No Related Claim Filed By:	
	Filing Party: Authorized agent	
Other Names Used with Debtor: CN	Amends Claim: No Acquired Claim: No	
Basis of Claim: A large part of the claim in contingent. Please see attached.	Last 4 Digits: Yes - 6714	Uniform Claim Identifier:
Total Amount of Claim: 1006435.85	Includes Interest or Charges: No	
Has Priority Claim: No	Priority Under:	
Has Secured Claim: No Amount of 503(b)(9): No Based on Lease: No Subject to Right of Setoff: No	Nature of Secured Amount: Value of Property: Annual Interest Rate: Arrearage Amount: Basis for Perfection: Amount Unsecured:	
Submitted By: Martin Cyr on 13-Aug-2020 10:20:42 a.m. Eastern Time Title: Manager Credit and Escalations Company: Canadian National Railway Company		

SUPPLEMENT TO PROOF OF CLAIM FILED BY CANADIAN NATIONAL RAILWAY COMPANY IN DOCKET NO. 20-33501 FOR THE US BANKRUPTCY COURT FOR THE SOUTHERN DISTRICT OF TEXAS.

Canadian National Railway Company is filing this proof of claim on behalf of itself and on behalf of all its US rail operating subsidiaries.

The proof of claim is for a total amount of \$1,006,435.85 and is made up of a claim for pre-petition invoices in the amount of \$17,185.85, for which an invoice listing is attached, and a contingent claim for rejection damages in the amount of \$989,250.00 for which a redacted version of the contract is attached. The debtors' pleadings indicate an intent on rejection even though no formal rejection notice of the contract has been received by the claimant. The amount of anticipated rejection damages is based on a claim that the debtor failed to ship the required number of cars per the contract (see schedule 2) and the penalty rate is \$250 times the number of cars shipped. The number of cars shipped pre-petition is 3,957 so the contingent claim is \$989,250.00. The claimant asserts that the debtor's cars shipped post-petition that would be subject to a penalty would be an administrative claim and the claimant reserves the right to file a request for administrative expenses for such claim as well as the right to amend this claim herein as more information becomes available.

Cars shipped between January 1, 2020 and July 12, 2020.	3957
Penalty per car	\$ 250.00
Rejection Damages (Contingent Claim)	\$ 989,250.00

Pre-Petition Invoices (invoice listing attached)	\$ 17,185.85
Contingent Claim	\$ 989,250.00
Proof of claim total:	\$ 1,006,435.85

#056714 D&I SILICA, LLC

INVOICE-NUMBER	TYPE DESCRIPTION	PATRON-NUMBER	INVOICE-DATE	CURRENC	OPEN-AMOUNT	WAYBILL-DATE	EQUIP-INITIAL	EQUIP-NUMBER	FROM-AT-STATION-NAME	PROV-ST	TO-STATION-NAME	PROV-ST
81737919	FREIGHT	056714A	05/16/2020	USD	\$ 415.30	03/13/2020	CRDX	23115	RADEBAUGH	PA	INDEPENDENCE	WI
82072747	FREIGHT	056714A	06/17/2020	USD	\$ 918.00	04/17/2020	SOXX	33699	BLAIR	WI	BLAIR	WI
82077819	FREIGHT	056714A	06/17/2020	USD	\$ 918.00	04/17/2020	JAX	860152	BLAIR	WI	BLAIR	WI
754169644	OS - SHIPMENT PLAN CHANGES	056714ZY	06/11/2019	USD	\$ 2,500.00	03/14/2019	CN	1	BLAIR	WI		
754169646	OS - SHIPMENT PLAN CHANGES	056714ZY	06/11/2019	USD	\$ 2,000.00	03/25/2019	CN	1	BLAIR	WI		
754285807	OS - OT57- NON COMPLIANCE FEE (PRIVATES)	056714ZY	10/11/2019	USD	\$ 800.00	10/07/2019	AOKX	483851	BLAIR	WI		
754286488	OS - OT57- NON COMPLIANCE FEE (PRIVATES)	056714ZY	10/12/2019	USD	\$ 800.00	10/08/2019	AOKX	483827	BLAIR	WI		
754288348	OS - OT57- NON COMPLIANCE FEE (PRIVATES)	056714ZY	10/15/2019	USD	\$ 200.00	10/11/2019	AOKX	483874	BLAIR	WI		
754296115	OS - OT57- NON COMPLIANCE FEE (PRIVATES)	056714ZY	10/23/2019	USD	\$ 200.00	10/19/2019	HKRX	300758	BLAIR	WI		
754300660	OS - OT57- NON COMPLIANCE FEE (PRIVATES)	056714ZY	10/28/2019	USD	\$ 200.00	10/24/2019	NAHX	331230	BLAIR	WI		
754311355	OS - OT57- NON COMPLIANCE FEE (PRIVATES)	056714ZY	11/09/2019	USD	\$ 200.00	11/05/2019	HKRX	300688	BLAIR	WI		
754329035	OS - OT57- NON COMPLIANCE FEE (PRIVATES)	056714ZY	11/28/2019	USD	\$ 1,200.00	11/24/2019	HKRX	300603	INDEPENDENCE	WI		
754337082	OS - OT57- NON COMPLIANCE FEE (PRIVATES)	056714ZY	12/06/2019	USD	\$ 200.00	12/02/2019	NAHX	331230	BLAIR	WI		
754349599	OS - OT57- NON COMPLIANCE FEE (PRIVATES)	056714ZY	12/20/2019	USD	\$ 200.00	12/16/2019	CBFX	313832	BLAIR	WI		
754353810	OS - OT57- NON COMPLIANCE FEE (PRIVATES)	056714ZY	12/25/2019	USD	\$ 200.00	12/21/2019	MBXX	102458	INDEPENDENCE	WI		
920116458	LATE PAYMENT CHARGES	056714A	07/02/2019	USD	\$ 88.68							
920116871	LATE PAYMENT CHARGES	056714A	09/02/2019	USD	\$ 444.42							
920116872	LATE PAYMENT CHARGES	056714C	09/02/2019	USD	\$ 286.01							
920117721	LATE PAYMENT CHARGES	056714A	01/02/2020	USD	\$ 2,773.26							
920117722	LATE PAYMENT CHARGES	056714C	01/02/2020	USD	\$ 61.68							
920118180	LATE PAYMENT CHARGES	056714A	03/02/2020	USD	\$ 2,399.87							
920118181	LATE PAYMENT CHARGES	056714C	03/02/2020	USD	\$ 180.63							
					\$ 17,185.85							



CN Confidential Transportation Master Agreement No. 556587-AB 0000

MASTER CONFIDENTIAL TRANSPORTATION AGREEMENT ("Contract") between HI-CRUSH PARTNERS LP and D&I SILICA, LLC and HI-CRUSH AUGUSTA LLC and HI-CRUSH BLAIR LLC and HI-CRUSH OPERATING LLC and HI-CRUSH WHITEHALL LLC ("Customer") and CANADIAN NATIONAL RAILWAY COMPANY, contracting in its own name and for and on behalf of its U.S. operating companies as listed in tariff 9000 (hereinafter collectively "CN") and the railways identified in each Schedule 1 attached, (CN and such railways referred to as the "Carriers")

1. EFFECTIVE DATE AND TERM

This Contract shall be effective as of the 1st day of January 2020 and shall remain in effect until the 31st day of December 2020 ("Contract Period") unless terminated earlier as provided herein.

2. MASTER AGREEMENT

- A. This Master Contract specifies the terms and conditions applicable to the transportation by the Carriers of certain products of the Customer ("the Commodity") from each origin to each destination more particularly described in any Schedule 1 issued in accordance with this Contract.
- B. The particulars of each movement of the Commodity shall be as specified in a Schedule 1. Knowledge of these particulars shall be restricted to those of the Carriers who participate therein. In the event that the Customer wishes to ship a Commodity to a destination that requires an additional carrier not previously party to this Contract, then an additional Schedule 1 shall be issued in accordance with this Contract and shall be deemed to be an amendment to this Contract and the particulars of transportation service shall be as specified in Schedule 2.
- C. The Head Agreement section of this Contract shall be identified by a Contract number, which includes the suffix "0000". Each Schedule 1 which relates to different groups of Carriers shall be dated and identified by the Contract number plus a four digit suffix commencing with "0001" and sequentially thereafter for each additional Schedule 1.
- D. CN represents to the Customer that it has previously obtained the concurrence of each of the other Carriers to the rates, terms and conditions in each Schedule 1 issued in accordance with this Contract.
- E. The stated term and renewal of each Schedule 1 shall be as specified in each Schedule 1, provided however, that a termination of this Contract shall have the effect of terminating all schedules notwithstanding the term stated in any Schedule 1.
- F. The Customer represents to each of the Carriers that it controls the transportation of the Commodity covered by this Contract and agrees to ship the Commodity in accordance with the terms and conditions set forth herein.
- G. The Carriers, acting solely as contract carriers, agree to transport the Commodity in accordance with the rates, terms and conditions specified in this Contract.
- H. Amendment:
 - a) The Parties may mutually agree at any time to amend Schedule 1 to add, modify or delete origins, destinations, including applicable rates and conditions ("Revised Schedule 1"). However, in the event of an unexpected and significant change in freight volumes, or unforeseen circumstances, CN and the Customer agree to meet to negotiate in good faith to modify the rates in a manner acceptable to both parties. Such modification would be made upon providing thirty (30) days' written notice.

- b) A revised Schedule 1 shall be effective without being signed on behalf of the Parties. Each revised Schedule 1 shall indicate clearly the effective date of any modification. Notwithstanding the foregoing, any Party may request that Revised Schedule 1 be signed and each Party hereby undertakes to comply with such request.
- I. Non-Assignment: This Contract shall not be assigned by any Party without the consent of the other Party. Consent shall not be withheld unreasonably. Either party, however, may assign its rights and obligations hereunder to any parent or affiliate which succeeds by assignment, purchase, merger, consolidation or otherwise to all or substantially all of the assets of the assigning Party upon written notice to the other party
- J. Credit: Where credit has been extended by CN, the Customer is required to pay for services and charges in accordance with the terms and conditions included in Canadian National Railway Company Credit Terms Agreement published in tariff CN 6400-series as amended from time to time.
- K. Default:
- a) If any Party defaults in any material covenant, condition or obligation of this Contract, which is not excused in writing and continues for a period of ten (10) days following the giving of written notice to the defaulting Party, the non-defaulting Party may, without prejudice to their other rights and remedies, terminate this Contract by giving written notice of termination to the Party in default.
- b) In the event of a default of any covenant, condition or obligation of any separate agreement between CN and the Customer or between CN and any affiliate of the Customer, by which agreement CN extends credit for payment of services rendered under this Contract, CN may terminate this Contract upon 10 days notice to the Customer. Any transportation rates to which the Customer may otherwise be entitled pursuant to this Contract shall cease to apply and all shipments commenced subsequent to termination hereof shall be at the open tariff rates or other published tariff rates as may be applicable. Notwithstanding such termination, CN may, at its sole discretion, continue to invoice the Customer at the contractual rates available to the Customer prior to such termination. Pursuant to this section hereof, such discretionary preferential invoicing shall in no way be considered an indication of the Customer's continued entitlement post-termination to any preferential contractual rates, which remain strictly contingent upon this Contract continuing in effect.
- L. Non-Waiver: The failure of a Party to enforce any provision of this Contract shall not be considered as a waiver of that provision and shall not prevent termination of this Contract due to default.
- M. The parties acknowledge that the terms and conditions set out herein (the "Contract Terms") represent the consideration for the parties to enter into this Agreement and that, should any of the Contract Terms be varied or rendered unenforceable by any Authority, such consideration would be frustrated.

As such, the parties agree that if any Authority's action or ruling varies or renders unenforceable any of the Contract Terms, or if subsequent actions by any Authority impose significant additional costs incidental to either party's obligations under this Agreement, the parties agree to negotiate in good faith to modify this Agreement, in a manner acceptable to both parties, so as to give effect to the original intent of the Agreement when it was executed. If the parties are unable to agree to such a modification, either party may then terminate this Agreement upon 15 days notice given to the other party. Notwithstanding the foregoing, in the event the Customer elects to so terminate this Contract, the Customer shall remain responsible for any resulting volume commitment shortfall payments on a pro-rated basis for the period up to and including the termination date.

For the purposes of this clause, "Authority" shall include any federal, provincial, state and municipal governments, the courts, administrative and quasi-judicial boards and tribunals and any other organizations or entities with the lawful authority to regulate or adjudicate the matter in question.

- N. This Contract constitutes the entire agreement and merges and supersedes all prior understandings and representations between the Carriers and the Customer concerning the subject matter. The parties agree that the provisions contained herein constitute the entire agreement between the parties with respect to their respective obligations for the provision of rail service in respect of the traffic subject to this Contract.

3. INCORPORATION BY REFERENCE

This Contract incorporates by reference all tariffs, rules and regulations, that are applicable to the transportation of the Commodity as if fully set forth herein, and shall together form an integral and binding part of this Contract, except to the extent that such tariffs, rules and regulations are in conflict with the other express terms and conditions of this Contract.

These tariffs, rules and regulations are amended from time to time, and include but are not limited to:

CN 6400 – CN Credit Terms Agreement
CN 9000 – Optional Services Charges – Carload

4. LIABILITY AND CLAIMS

The liability of CN for any alleged loss, damage or delay to the Commodity shall be identical to the standards imposed on a Canadian or American rail common carrier, and is governed by 49 U.S.C. Section 11706 or the Railway Traffic Liability Regulations, as the case may be, subject to the limitations, exclusions or other terms and conditions contained herein.

CN's rail network may not extend the entire length of any given shipment and therefore its transportation may require the participation of other independently operated railway carriers at any point from origin to destination. In such instances, CN, acting as agent for the other participating carriers, may undertake to invoice a single freight rate (including the applicable fuel surcharge) for the entire movement. Nevertheless, when traffic moves with such other participating carriers, all shipments shall be under the exclusive control, and subject to the applicable tariffs, of these participating carriers while traffic is in their care. Some participating carriers may not be specifically identified in this document but routing information for all traffic is available upon request.

5. CONFIDENTIALITY

This Contract is confidential and shall not be disclosed to any third party except and to the extent as may be required by law, regulatory authority, or as may be consented to by the Parties in writing.

6. FORCE MAJEURE

This Agreement is subject to the Force Majeure conditions and provisions contained in Tariff 9000, provided, however, that nothing in those provisions shall relieve Carriers from their liability under section 4 hereof. Force Majeure shall not extend the Contract Period. Force Majeure may have the effect of reducing the commitments of the Parties to the extent specifically provided in this Contract.

7. NOTICE

- A. Except as otherwise provided herein, notices shall be in writing and shall be delivered to the Party entitled to receive the same by registered or certified mail addressed to the attention of the notifying Party's primary contact within the notified Party. Notices may also be communicated by any electronic means which can produce a written copy provided that acknowledgment of receipt of the electronic communication notice is obtained.
- B. Any notice given under this Contract shall be effective as of the date of mailing.
- C. Notices shall be communicated to the Parties as follows:

To carrier:	CN
Attn:	The Sales & Marketing and Legal Departments
Email:	pricing_sales_solutions@cn.ca
To customer:	D&I SILICA, LLC
Attn:	Peter Le Comte, Manager, Rail Strategy & Performance
Address Line 1:	1330 Post Oak Blvd, Suite 600
City:	Houston
Prov./State:	TX
Post/Zip Code:	77056
Tel.:	9143209709
Email:	plecomte@hicrush.com

To customer: D&I SILICA, LLC

Attn: Mark Skolos, General Counsel
Address Line 1: 1330 Post Oak Blvd, Suite 600
City: Houston
Prov./State: TX
Post/Zip Code: 77056
Tel.: (713) 980-6200
Email: legal@hicrush.com

Or to such other person or address as either Party may designate by notice given in accordance with this Contract.

- D. Any communication relating to Force Majeure, or any matter of an emergency or operating nature, may be given by any reasonable means. If given verbally or by telephone, such communication shall be confirmed in writing or by electronic communication which can produce a written copy, if the Party receiving the verbal communication requests written confirmation.

8. PLANT RATIONALIZATION

If CN, pursuant to lawful authority, embargoes, abandons, sells or otherwise disposes of a line of railway or facility on which service is provided pursuant to this Contract, such embargo, abandonment, sale or other disposal shall not be deemed a breach of this Contract and the provisions of this Contract shall be inapplicable with respect to such line or facility on or after the date such line or facility is embargoed, abandoned, disposed of or sold.

Any volume commitment by Customer that cannot be met due to termination under this item together with any claim for damages for failure to meet such volume commitment shall be waived.

9. DISPUTE RESOLUTION

- A. In the event of any dispute between the Parties with respect to the interpretation or enforcement of this Contract that the Parties cannot resolve through independent negotiation and escalation through their respective representatives (a "Dispute"), the Parties agree to enter into mediation with the intention of reaching a consensual resolution of their Dispute. Each Party will be responsible for its own costs and both Parties will share equally in the costs of, and the services provided by the mediator. The timeline for completion of the mediation will be fifteen (15) working days from the date of the appointment of the mediator unless otherwise agreed by the Parties.
- B. In the event that the Dispute is not fully resolved at the end of the mediation process, either Party shall submit the matter to binding arbitration to the exclusion of any other court or tribunal. The arbitration shall be conducted before a single arbitrator in accordance with the arbitration act of the province or state where the Customer is situated.

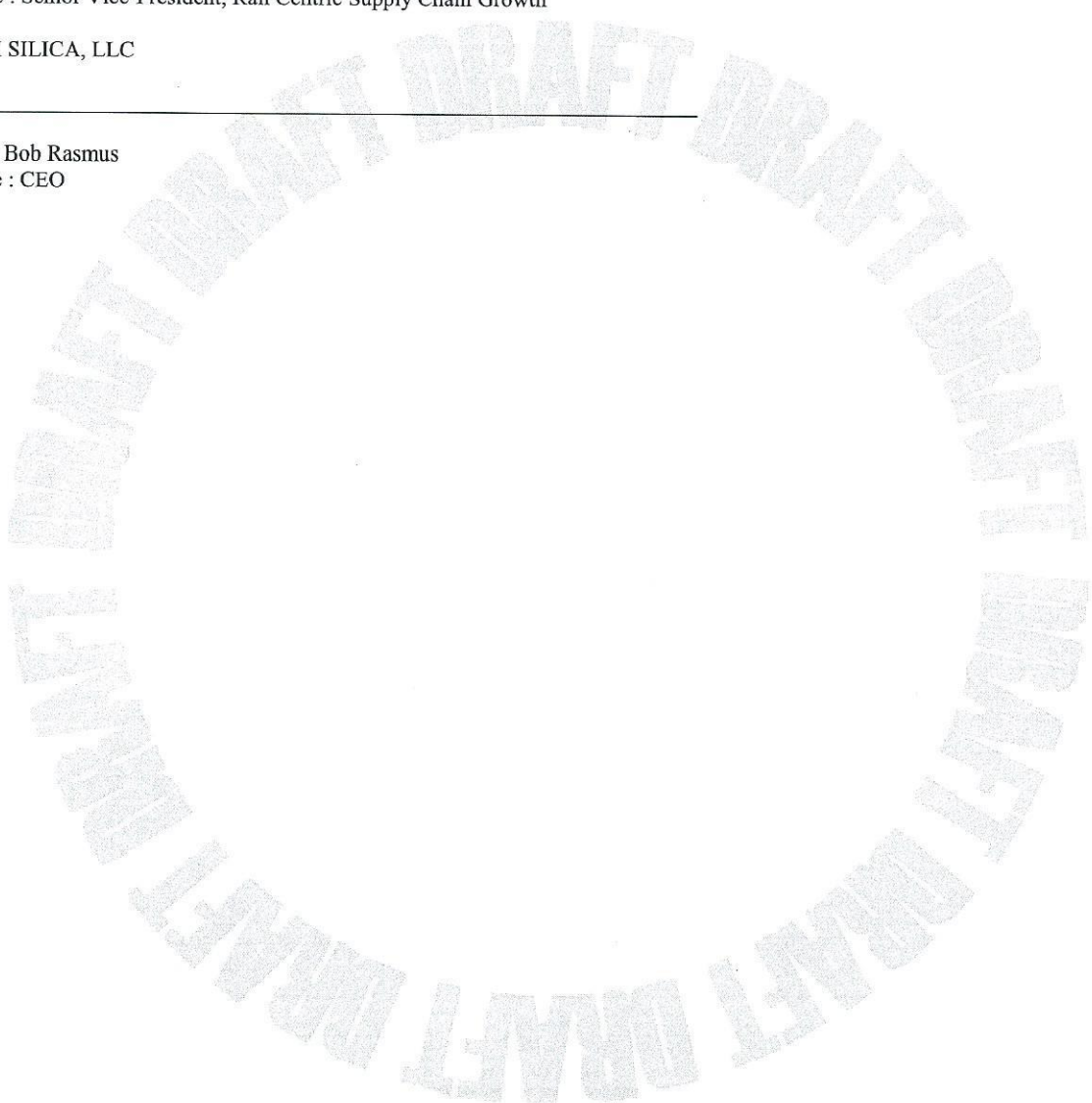
10. SIGNATORY

CN, in the capacity identified above.

By : James Cairns
Title : Senior Vice-President, Rail Centric Supply Chain Growth

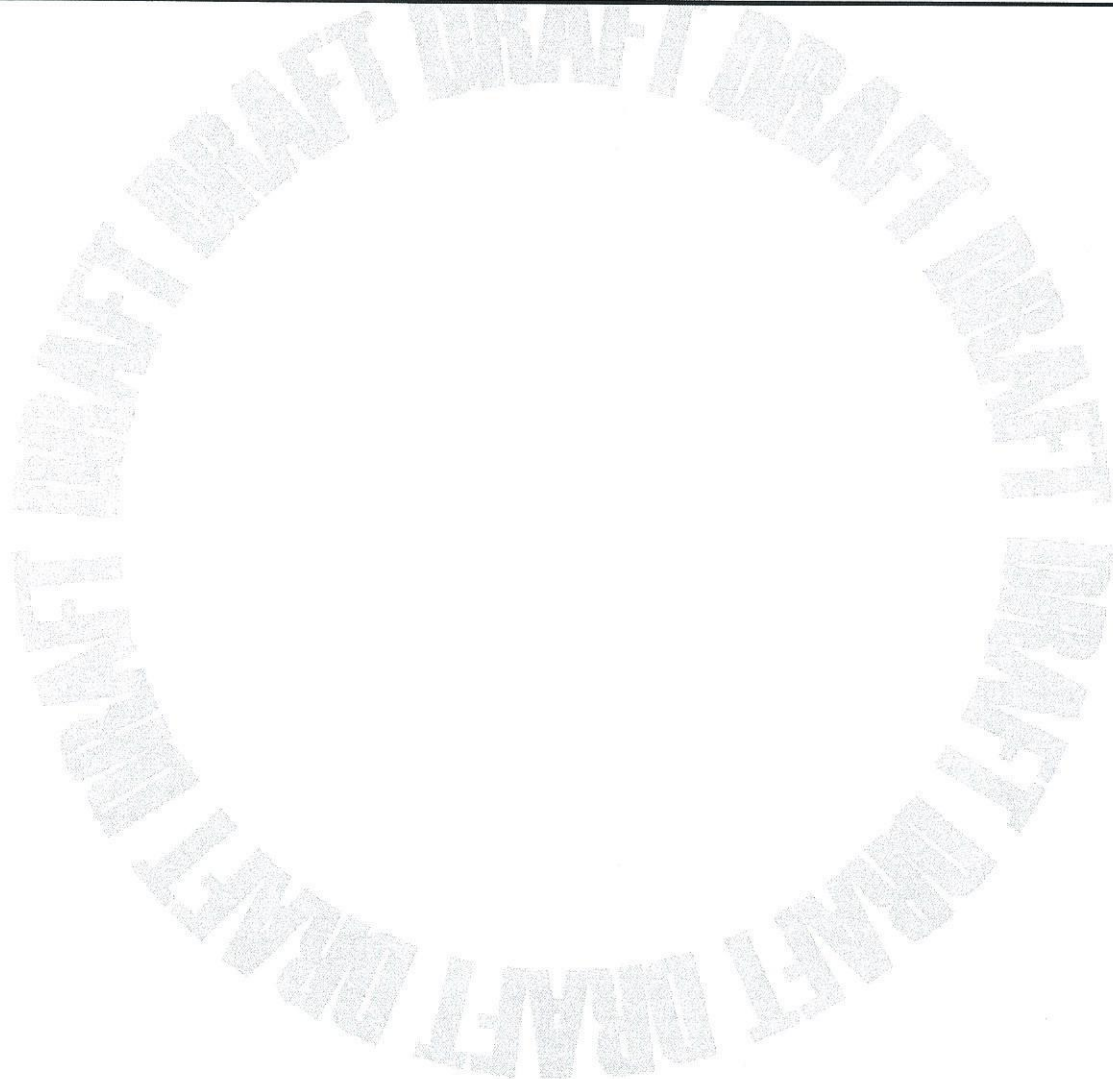
D&I SILICA, LLC

By : Bob Rasmus
Title : CEO



Item 9900000: Customers List

Customer List 1	
Number	Name
056714	D&I SILICA, LLC - Party to receive Freight Bill
077123	HI-CRUSH AUGUSTA LLC - Party to receive Freight Bill
081866	HI-CRUSH BLAIR LLC - Party to receive Freight Bill
068392	HI-CRUSH OPERATING LLC - Party to receive Freight Bill
077169	HI-CRUSH PARTNERS LP - Party to receive Freight Bill
077150	HI-CRUSH WHITEHALL LLC - Party to receive Freight Bill





**CN Confidential Transportation Agreement No. CN 556587-AB-0001-AB
Issued In Accordance With Master Agreement No. CN 556587-AB 0000**

CONFIDENTIAL TRANSPORTATION AGREEMENT ("Contract") between HI-CRUSH PARTNERS LP and D&I SILICA, LLC and HI-CRUSH AUGUSTA LLC and HI-CRUSH BLAIR LLC and HI-CRUSH OPERATING LLC and HI-CRUSH WHITEHALL LLC ("Customer") and CANADIAN NATIONAL RAILWAY COMPANY, contracting in its own name and for and on behalf of its U.S. operating companies as listed in tariff 9000 (hereinafter collectively "CN").

1. EFFECTIVE DATE AND TERM

This Contract shall be effective as of the 1st day of January 2020 and shall remain in effect until the 31st day of December 2020 ("Contract Period") unless terminated earlier as provided herein.

2. NOTICE

Any notice given under this Contract shall be in accordance with the section of the Master Agreement entitled "NOTICE" which specifies the address and contact officer for CN and the Customer.

3. SCHEDULES

- A. In the event that any Schedule hereto is inconsistent with the terms and conditions of this Contract, the Schedule shall prevail.
- B. This Contract includes the following schedule:

Schedule 1 – "Commodity and Transportation Particulars"
Schedule 2 – "Additional Special Conditions"

CN Confidential Transportation Agreement No. CN 556587-AB-0001-AB

Schedule 1

Part 1 Commodity And Transportation Particulars

Conditions Applicable Against All Traffic	
Customer(s) :	For a complete list of customers, please see "Customer List 1" in item 9900000.
Effective Date :	February 7, 2020
Expiry Date :	December 31, 2020
Commodities :	See "Commodity List 1" in item 9999900 for STCC descriptions, except as noted.
Route(s) :	CN CN 0: CN - DIRECT
Charge(s) :	PER CAR
Note(s) :	<ul style="list-style-type: none"> - PRICE APPLIES IN SHIPPER SUPPLIED EQUIPMENT. - PRICE IS EXCLUSIVE OF MILEAGE COMPENSATION. - In addition, rates herein are subject to optional services fees, where incurred, in accordance with Tariff CN 9000, CN 9001, CN 9002, CN 9003, CN 9004, and CN 9006, supplements thereto and reissues thereof. - Rates herein are subject to Fuel Surcharge Tariff CN 7403 series, supplements thereto or reissues thereof. - Rates are subject to Rule 11. - PRICE APPLIES IN U.S. FUNDS AND MUST BE PREPAID WHICH MEANS INVOICING BY THE ORIGIN CARRIER.

Rate Column Definitions	
A	- Applicable in covered hopper cars.
B	- APPLICABLE ON EMPTY FREIGHT CARS.

Origin	Destination	A	B	Note(s)
WI BLAIR	IL CHICAGO	\$		(1) (2) (3)
WI INDEPENDENCE	IL CHICAGO	\$		(1) (2) (3)
WI BLAIR	IL CHICAGO	\$		(1) (3) (4)
WI INDEPENDENCE	IL CHICAGO	\$		(1) (3) (4)
IL CHICAGO	WI BLAIR		\$	(1) (5) (6)
WI BLAIR	IL CHICAGO		\$	(1) (5) (6)
WI INDEPENDENCE	IL CHICAGO		\$	(1) (5) (6)
IL CHICAGO	WI INDEPENDENCE		\$	(1) (5) (6)
WI BLAIR	IL CHICAGO	\$		(1) (2) (7)
WI INDEPENDENCE	IL CHICAGO	\$		(1) (2) (7)
WI BLAIR	WI SUPERIOR	\$		(1) (2) (7)
WI INDEPENDENCE	WI SUPERIOR	\$		(1) (2) (7)
WI BLAIR	WI INDEPENDENCE		\$	(1) (5) (6) (C)
WI INDEPENDENCE	WI BLAIR		\$	(1) (5) (6) (C)

Explanation of Note(s) Applicable Against Specific Traffic	
(1)	Subject to movements defined in CN routing protocol for this gateway. These specified gateways can be found at www.cn.ca/GetRoute .
(2)	Rate is applicable when shipped in unit trains of a minimum of 90 cars.

Except as provided herein, all rates include one switch at origin and one at destination, which can be either to a customer loading or unloading track or to a storage facility. CN offers additional switches, if required, including those out of storage to a local customer unloading track and vice versa. The conditions and fees for additional switches are specified in CN's Tariff 9000 and Tariff 9001.

Explanation of Note(s) Applicable Against Specific Traffic

- (3) Rate applies only on shipments forwarded to the NS railroad.
- (4) Rate is applicable when shipped in car blocks of less than 90 cars.
- (5) Only applies on (STCC 3742217) REVENUE MOVEMENT, CARS, RAILWAY FREIGHT , NOT RAILWAY OWNED, NOT NEW, NOT NEWLY ACQUIRED, NOT RESTENCILED, OR NOT FOR SALE, MOVED ON OWN WHEELS, (PRIVATE MARKED.
- (6) Rate is subject to zero liability.
- (7) Rate applies only on shipments forwarded to the BNSF railroad.
- (C) Change

Except as provided herein, all rates include one switch at origin and one at destination, which can be either to a customer loading or unloading track or to a storage facility. CN offers additional switches, if required, including those out of storage to a local customer unloading track and vice versa. The conditions and fees for additional switches are specified in CN's Tariff 9000 and Tariff 9001.

Schedule 2

Additional Special Conditions

Volume Commitment

- Hi-Crush agrees to minimum volume commitment of not less than 6,500 carloads to be shipped by CN linehaul rail service with D & I Silica, LLC (Hi-Crush) as payer of freight from January 1, 2020 to December 31, 2020. Failure to meet volume commitment will result in a penalty of USD \$250 per car added to all carloads shipped between January 1 2020 and December 31, 2020.
- For greater clarity, volumes shipped in excess of minimum volume commitment during any contract year will not be able to be carried over to the following year to reduce subsequent year volume commitments.
- Unit trains are subject to CN operational concurrence including train size.
- CN may cancel this agreement within 30-day written notice, at its sole discretion, shall Hi-Crush exceed the CN freight payment terms of net 15 days.
- Schedule 1 contains the freight rate details for the minimum volume commitment.

Item 9999900: Description of Commodities

Commodity List 1	
STCC Code	Description
1092948	RUTILE ORE OR RUTILE SAND
1441110	STRIPPINGS, SAND PIT
1441190	SAND, PAVING OR BUILDING, OR LAKE, BEACH, RIVER, BANK, OR FILLING
1441191	SAND, MIXED WITH CLAY, WITHOUT GRAVEL, PEBBLES OR CRUSHED STONE
1441210	PEBBLES, NEC
1441225	SAND, MIXED WITH CLAY, WITH CRUSHED STONE AND GRAVEL OR PEBBLES
1441310	SAND, INDUSTRIAL, UNGROUND AND UNBONDED VIZ. BLAST, CORE, CORE AND FOUNDRY, ENGINE (TRACTION), FILTERING, FIRE (FURNACE), FOUNDRY, GLASS, GRINDING, MOLDING (MOU
1441311	SAND FRACING 16/30 MESH
1441312	SAND FRACING 20/40 MESH
1441313	SAND FRACING 30/50 MESH
1441314	SAND, INDUSTRIAL, OIL OR GAS WELL FRACTURE PROPPING
1441315	SAND, INDUSTRIAL, UNGROUND AND BONDED (NATURALLY OR OTHERWISE), VIZ. CORE, CORE AND FOUNDRY, FOUNDRY, LOAM ORMOLDING (MOULDING)
1441316	SAND FRACING 40/70 MESH
1441317	SAND FRACING 100 MESH
1441318	SAND FRACING 12/20 MESH
1441319	SAND, FRACING, 20/50 MESH
1441320	SAND, GROUND OR PULVERIZED
1441321	SAND, FRACING, 20/45 MESH
1441322	SAND, FRACING, 30/70 MESH
1441323	SAND, FRACING - 16/35 MESH
1441324	SAND, FRACING 23/50 MESH
1441325	SAND, ZIRCON (CRUDE ZIR- CONIUM SILICATE SAND), NOT FOR METALLURGICAL USE, WITHOUT PHENOLIC RESIN OR OTHER MOLDING OR CORE MAKING BINDERS
1441326	SAND, FRACING, 200 MESH
1441330	SAND, RESIN COATED
1441331	SAND, RESIN COATED, 12/20 MESH
1441332	SAND, RESIN COATED, 16/30 MESH
1441333	SAND, RESIN COATED, 16/35 MESH
1441334	SAND, RESIN COATED, 20/40 MESH
1441335	SAND, RESIN COATED - 20/45 MESH
1441336	SAND, RESIN COATED 20/50 MESH
1441337	SAND, RESIN COATED - 23/50 MESH
1441338	SAND, RESIN COATED - 30/50 MESH
1441339	SAND, RESIN COATED - 30/70 MESH
1441340	SAND, RESIN COATED - 40/70 MESH
1441341	SAND, RESIN COATED - 100 MESH
1441342	SAND, RESIN COATED - 200 MESH
3295911	SAND, FOUNDRY CORE OR SHELL, CONTAINING 5 PERCENT OR LESS OF PHENOLIC RESIN
3295973	SILICA, NEC, SILEX, NEC, OR DRY COLLOIDAL SILICA, WEIGHING LESS THAN 20 POUNDS PER CUBIC FOOT
3295974	SILICA, NEC, SILEX, NEC, OR DRY COLLOIDAL SILICA, WEIGHING 20 POUNDS PER CUBIC FOOT OR OVER
3295975	PELLETS, SHOT OR SPHERES, OIL OR GAS WELL FRACTURE PROPPING OR SUPPORTING, NONMETALLIC MINERALS INCLUDING CERAMICS, RESINCOATED OR NOT COATED
3295976	NON-CRYSTALLINE SILICA (OR) SILICA, NON-CRYSTALLINE
3299648	CALCIUM SILICATE AND FIBRE COMBINED, WITH OR WITHOUT METAL JACKETING, METAL REINFORCEMENT OR SLAG
3299968	HOT TOP COMPOUNDS, MADE FROM SILICA SAND AND COMMON CLAY, TO BE APPLIED TO THE WORKING FACE OF THE HOT TOP BRICK SHAPES OR HOT TOP CASINGS AS A PROTECTIVE COATING