

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

In re:

EMERGE ENERGY SERVICES, LP, *et al.*¹

Debtor.

Chapter 11

Case No. 19-11563 (KBO)

(Jointly Administered)

POWNALL SERVICES, LLC,

Plaintiff,

v.

SUPERIOR SILICA SANDS LLC, and
HPS INVESTMENT PARTNERS, LLC,

Defendants.

Adversary Proceeding No. 19-_____ (KBO)

COMPLAINT

Plaintiff Pownall Services, LLC (“Pownall” or “Plaintiff”), by and through its undersigned counsel, files this complaint for declaratory judgment against Superior Silica Sands LLC (the “Debtor”) and HPS Investment Partners, LLC (“HPS” and, together with the Debtor, the “Defendants”), and hereby alleges as follows:

NATURE OF THE CASE

1. By this action, Pownall seeks a declaratory judgment determining the validity, perfection, and unavailability of certain liens Pownall asserts on certain property of the Debtor.

¹

The debtors in these chapter 11 cases (the “Debtors”), along with the last four digits of each of the Debtors’ federal tax identification number, are: Emerge Energy Services LP (2937), Emerge Energy Services GP LLC (4683), Emerge Energy Services Operating LLC (2511), Superior Silica Sands LLC (9889), and Emerge Energy Services Finance Corporation (9875). The Debtors’ address is 5600 Clearfork Main Street, Suite 400, Fort Worth, Texas 76109.



Specifically, and as discussed in more detail below, Pownall seeks declarations that: (i) its mechanic's lien on the Debtor's property at issue is valid, perfected, and unavoidable; (ii) the Debtor's property at issue is not collateral for any prepetition deed of trust, security agreement, or other non-mechanic's liens; (iii) Plaintiff is a secured creditor; and (iv) the Plaintiff's lien on the property at issue is a "Senior Lien" for purposes of the Debtors' debtor-in-possession financing.

JURISDICTION AND VENUE

2. This adversary proceeding is brought pursuant to Rules 7001(2) and 7001(9) of the Federal Rules of Bankruptcy Procedure and section 105 of title 11 of the United States Code (the "Bankruptcy Code"). This proceeding arises under title 11, arises in title 11, and/or relates to a case under title 11 (In re Emerge Energy Services, LLC, Case No. 19-111563 (KBO)). The Court has subject matter jurisdiction over this adversary proceeding pursuant to 28 U.S.C. §§ 157 and 1334(b).

3. This adversary proceeding is a "core" proceeding pursuant to 28 U.S.C. § 157(b)(2)(A), (K).

4. Venue is proper in this District pursuant to 28 U.S.C. §§ 1408 and 1409.

5. Pursuant to Local Rule 7008-1, Plaintiff states that it consents to the entry of final orders or judgments by the Court if it is determined that the Court, absent consent of the parties, cannot enter final orders or judgments consistent with Article III of the United States Constitution.

PARTIES

6. Plaintiff is a Texas limited liability company with its principal place of business in Carmine, Texas.

7. The Debtor is a Texas limited liability company with its principal place of business at 5600 Clearfork Main Street, Suite 400, Fort Worth, Texas, 76109.

8. HPS is a Delaware limited liability company with, upon information and belief, its principal place of business at 40 West 57th Street, 33rd Floor, New York, New York 10019.

FACTS

9. Pownall is a contractor which provides design, construction, and maintenance services for a variety of industrial processing facilities, including bulk sand handling facilities, commonly known as frac sand plants.²

10. The Debtor owns and operates multiple frac sand plants throughout North America, including a plant in Kingfisher, Oklahoma (the “Kingfisher Plant”). The Kingfisher Plant is located at E0690 Road, Dover, Oklahoma 73734, Kingfisher, Oklahoma (the “Kingfisher Premises”).

11. Plaintiff and the Debtor have a long-standing business relationship and have done business together for several years.

12. In or about 2018, the Debtor approached Plaintiff about providing design, construction, and maintenance services for several of its plants, including the Kingfisher Plant. The parties agreed that Plaintiff would invoice the Debtor for Plaintiff’s services, and the Debtor agreed to pay Plaintiff for its services upon receipt of invoices for Plaintiff’s services (the “Agreement”).

13. Pursuant to the Agreement, from approximately June 2018 through February 2019, Plaintiff furnished the Debtor with labor and materials at the Debtor’s Kingfisher Plant,

² “Frac sand” is a durable sand used in the hydraulic fracturing process, colloquially called “fracking”, to produce petroleum fluids such as oil, natural gas, and natural gas liquids. Frac sand requires industrial processing to optimize its performance.

where the Debtor processes aggregate to form “frac sand,” which is then sold and used in a drilling process known as hydraulic fracturing.

14. Pursuant to the Agreement, Plaintiff sent invoices to the Debtor for the labor and materials that Plaintiff furnished to the Debtor in connection with Kingfisher Plant (the “Kingfisher Invoices”). Despite Plaintiff’s demand, the Debtor breached the Agreement by failing to pay the Kingfisher Invoices in full.

15. Plaintiff presented the Debtor with a demand for payment, along with additional copies of the Kingfisher Invoices for the labor and material furnished to the Debtor. A true and correct copy of this letter, which contains the Kingfisher Invoices, is attached hereto as **Exhibit A**. Despite Plaintiff’s demand, the Debtor failed to pay in full.

16. On or about April 5, 2019, Pownall Services recorded a mechanic’s lien against the Kingfisher Premises in the amount of \$1,598,738.31, representing the total amount due as of February 20, 2019 for services rendered by Plaintiff to the Debtor related to the Kingfisher Plant (the “Kingfisher Lien”). A true and correct copy of the Kingfisher Lien is attached hereto as **Exhibit B**.

17. Despite its undisputable knowledge of the Kingfisher Lien and the debt giving rise to the same, as reflected on the Kingfisher Invoices, the Debtor has taken the position that Plaintiff is not a secured creditor. This adversary proceeding is being brought to establish, by certain judicial declarations discussed below, that Plaintiff is a secured creditor and that the Kingfisher Lien is a “Senior Lien.”

PROCEDURAL POSTURE

18. On July 15, 2019 (the “Petition Date”), the Debtors, filed their voluntary petitions under chapter 11 of the Bankruptcy Code in the United States Bankruptcy Court for the District of Delaware. The Debtors’ cases are being jointly administered.

19. On the Petition Date, the Debtors filed, among other things, a *Motion (I) Pursuant to 11 U.S.C. §§ 105, 361, 362, 363, and 364 Authorizing the Debtors to (A) Obtain Senior Secured Priming Superpriority Postpetition Financing, (B) Grant Liens and Superpriority Administrative Expense Status, (C) Use Cash Collateral of Prepetition Secured Parties, and (D) Grant Adequate Protection to Prepetition Secured Parties; (II) Scheduling a Final Hearing Pursuant to Bankruptcy Rules 4001(b) and 4001(c); and (III) Granting Related Relief* [D.I. 20] (the “Financing Motion”).

20. The Financing Motion provides that HPS is the First Lien Prepetition Agent for the Credit Agreement Secured Parties, and is the Second Lien Prepetition Notes Agent for the Prepetition Secured Parties, as those terms are defined in the Financing Motion. Financing Motion ¶ 4.

21. The Financing Motion further provides that the prepetition lenders’ obligations were secured by substantially all of the Debtors’ assets. Financing Motion ¶ 7.

22. On July 17, 2019, the Court entered an interim order granting the Financing Motion [D.I. 64].

23. On July 25, 2019, the Debtors filed their *Joint Plan of Reorganization for Emerge Energy Services LP and Its Affiliate Debtors Under Chapter 11 of the Bankruptcy Code* [D.I. 98] (the “Plan”).

24. The Plan defines “Secured Claim” as

a Claim that is secured by a Lien on property in which any of the Debtors’ Estates have an interest or that is subject to setoff under section 553 of the Bankruptcy Code, to the extent of the value of the Claim holder’s interest in such Estate’s interest in such property or to the extent of the amount subject to setoff, as applicable, as determined pursuant to section 506(a) of the Bankruptcy Code or, in the case of setoff, pursuant to section 553 of the Bankruptcy Code.

Plan Art. I.C.

25. The Plan defines “Other Secured Claim” as “any Secured Claim other than an Administrative Claim, DIP Credit Agreement Claim, Secured Tax Claim, or Prepetition Debt Claim.” Id.

26. The Plan, as currently proposed, classifies Other Secured Claim as “Class 2.”
Plan Art. III.B.2.

27. On August 9, 2019, the Debtor filed its *Schedule of Assets and Liabilities* [D.I. 149]. Despite the Kingfisher Lien, Plaintiff is identified as an unsecured creditor. Id. at p. 108, line 3.205.

28. On August 14, 2019, the Court entered a final order [D.I. 209] (the “Final DIP Order”),³ granting the Financing Motion on a final basis.

29. The Final DIP order grants DIP Liens in DIP Collateral that are junior to Senior Liens:

As security for the DIP Obligations, effective and perfected upon the date of the Interim Order and without the necessity of the execution, recordation of filings by the Loan Parties of mortgages, security agreements, control agreements, pledge agreements, financing statements or other similar documents, any notation of certificates of title for a titled good, or the possession or control by the DIP Agent of, or over, any DIP Collateral, the following security interests and liens are hereby granted to

³ Capitalized terms not otherwise defined herein shall have the same meaning as those ascribed to them in the Final DIP Order.

the DIP Agent for its own benefit and the benefit of the DIP Lenders (all property identified in clauses (i), (ii) and (iii) below being collectively referred to as the “DIP Collateral”), subject only to payment in full in cash of the Carve-Out (all such liens and security interests granted to the DIP Agent, for its benefit and for the benefit of the DIP Lenders, pursuant to this Final Order and the DIP Documents, the “DIP Liens”):

* * *

Liens Junior to Certain Other Liens. Pursuant to section 364(c)(3) of the Bankruptcy Code, a valid, binding, continuing, enforceable, fully-perfected junior security interest in and lien upon all tangible and intangible pre- and postpetition property of each Loan Party that, on or as of the Petition Date (including pursuant to Section 546(b) of the Bankruptcy Code), is subject to valid, perfected and unavoidable liens senior to the Prepetition Liens in existence immediately prior to the Petition Date (the “Senior Liens”), if any; provided that, nothing in the foregoing shall limit the rights of the DIP Secured Parties under the DIP Documents to the extent such Senior Liens are not permitted thereunder; and provided further that, the DIP Liens shall not prime any valid and enforceable rights of recoupment or setoff asserted by Marabou Energy Management, LLC and Marabou Superior Pipeline, LLC.

Final DIP Order ¶ 13(a)(iii).

30. Under the Final DIP Order, the Debtors’ stipulations as to, among other things, the priority and validity of the Prepetition Liens in the Prepetition Collateral (namely, the Kingfisher Premises), see, e.g., Final DIP Order ¶¶ 6, 7, are subject to the rights of Plaintiff and other parties in asserting or prosecuting a Challenge, see Final DIP Order ¶ 26.

31. Under the financing approved by the Final DIP Order, HPS is the DIP Agent.

COUNT I
(Declaratory Judgment that the Kingfisher Lien Is a Valid, Perfected, and Unavoidable Prepetition Lien on the Kingfisher Premises)

32. Plaintiff repeats and realleges the allegations set forth above.

33. Plaintiff asserts that the Kingfisher Lien is a valid, perfected, and unavoidable prepetition lien upon the Kingfisher Premises.

34. Plaintiff asserts that the Kingfisher Lien is a “Senior Lien” under the terms of the Final DIP Order.

35. The Debtor’s schedules do not identify Plaintiff as a secured creditor or otherwise recognize the Kingfisher Lien.

36. Accordingly, an actual controversy has arisen and now exists between the Defendants and Plaintiff as to the validity, perfection, and unavailability of the Kingfisher Lien, as well as the rights and status of Plaintiff and the Kingfisher Lien with respect to the Final DIP Order.

37. A judicial determination by the Court as to the validity, perfection, and unavailability of Plaintiff’s Kingfisher Lien, which declaration shall have the force and effect of a final judgment, is necessary to the proper administration of the estates.

38. Resolution of this controversy by the Court is in the best interest of all parties.

COUNT II
(Declaratory Judgment as to the Existence of Other Liens or Encumbrances on the Kingfisher Premises)

39. Plaintiff repeats and realleges the allegations set forth above.

40. Plaintiff asserts that the Kingfisher Lien is a valid, perfected, and unavoidable prepetition lien upon the Kingfisher Premises.

41. Plaintiff asserts that the Kingfisher Lien is a “Senior Lien” on the Kingfisher Premises under the terms of the Final DIP Order.

42. Plaintiff asserts that as a “Senior Lien” on the Kingfisher Premises, any DIP Liens granted the DIP Lenders in the Kingfisher Premises through the DIP Order are junior to the Kingfisher Lien.

43. The Debtor’s schedules do not identify Plaintiff as a secured creditor or otherwise recognize the Kingfisher Lien.

44. On information and belief, there are no deeds of trust, security instruments, or other non-mechanic's liens on the Kingfisher Premises.

45. On information and belief, the only other purported liens on the Kingfisher Premises are purported mechanic's liens whose claimants are as follows: (i) Market & Johnson (recorded January 25, 2019, and amended on June 19, 2019); (ii) Bollenbach Concrete (recorded on March 8, 2019); (iii) TMT Solutions (recorded on March 11, 2019); (iv) KC Electric (recorded March 21, 2019); (v) EnDeCo Engineers (recorded on April 4, 2019); and (vi) RB Scott Company (recorded May 28, 2019) (the "Purported Third-Party Mechanic's Liens").

46. Plaintiff does not in any way admit that the Purported Third-Party Mechanic's Liens are valid, and reserves any and all rights regarding the Purported Third-Party Mechanic's Liens, including but not limited to the right to object to their validity and enforceability and to seek a declaration that such purported mechanic's liens are not valid and enforceable.

47. Market & Johnson, Bollenbach Concrete, TMT Solutions, EnDeCo Engineers, and RB Scott Company are listed as secured creditors in the Debtor's schedules. See D.I. p. 99, lines 2.8, 2.23, 2.33, 2.35, 2.38. While it does not appear that KC Electric is identified in the Debtor's schedules, on information and belief, KC Electric is a sub-contractor for TMT Solutions.

48. The Purported Third-Party Mechanic's Liens are the only other liens and/or encumbrances which appear to have been recorded in connection with the Kingfisher Premises.

49. The Debtor's schedules do not identify the Kingfisher Lien, nor is the format of the Debtor's schedules sufficient to ascertain whether the Debtor acknowledges that the Kingfisher Lien and the Purported Third-Party Mechanic's Liens are the only liens and/or encumbrances recorded on the Kingfisher Premises.

50. Accordingly, an actual controversy has arisen and now exists between the Defendants and Plaintiff as to existence of any and all liens on the Kingfisher Premises and as to the existence of the Kingfisher Lien for purposes of the Debtors' chapter 11 cases, including the Kingfisher Lien's status as a "Senior Lien" for purposes of the Final DIP Order, and the treatment of Plaintiff's claim as a "Secured Claim" under the Plan.

51. A judicial determination by the Court as to the existence of any and all liens on the Kingfisher Premises, which declaration shall have the force and effect of a final judgment, is necessary to the proper administration of the estates.

52. Resolution of this controversy by the Court is in the best interest of all parties.

COUNT III
(Declaratory Judgment that Plaintiff Is a Secured Creditor)

53. Plaintiff repeats and realleges the allegations set forth above.

54. Plaintiff asserts that the Kingfisher Lien is a valid, perfected, and unavoidable prepetition lien upon the Kingfisher Premises.

55. By virtue of the Kingfisher Lien, Plaintiff asserts that it is a secured creditor to the extent of the value of Plaintiff's interest in the Kingfisher Premises.

56. The Debtor's schedules do not identify Plaintiff as a secured creditor or otherwise recognize the Kingfisher Lien.

57. Accordingly, an actual controversy has arisen and now exists between the Defendants and Plaintiff as to whether Plaintiff is a secured creditor or a general unsecured creditor for all purposes in these chapter 11 cases, including the treatment and classification of Plaintiff's claims under the Plan.

58. A judicial determination by the Court as to whether Plaintiff is a secured creditor, which declaration shall have the force and effect of a final judgment, is necessary to the proper administration of the estates.

59. Resolution of this controversy by the Court is in the best interest of all parties.

COUNT IV
(Declaratory Judgment that the Kingfisher Lien Is a “Senior Lien”)

60. Plaintiff repeats and realleges the allegations set forth above.

61. Plaintiff asserts that the Kingfisher Lien is a valid, perfected, and unavoidable prepetition lien upon the Kingfisher Premises.

62. Plaintiff asserts that the only other liens which purport to have been recorded on the Kingfisher Premises are the Purported Third-Party Mechanic’s Liens.

63. Plaintiff asserts that the Kingfisher Lien is a “Senior Lien” under the terms of the Final DIP Order.

64. The Debtor’s schedules do not identify Plaintiff as a secured creditor or otherwise recognize the Kingfisher Lien.

65. Accordingly, an actual controversy has arisen and now exists between the Defendants and Plaintiff as to the character of the Kingfisher Lien as a “Senior Lien” for purposes of the Final DIP Order.

66. A judicial determination by the Court as to the character of the Kingfisher Lien as a “Senior Lien,” which declaration shall have the force and effect of a final judgment, is necessary to the proper administration of the estates.

67. Resolution of this controversy by the Court is in the best interest of all parties.

RESERVATION OF RIGHTS

68. Plaintiff may now have, or may acquire in the future, additional claims against the Debtors and/or the Defendants. Accordingly, Plaintiff reserves any and all rights to bring such objections, causes of action, or other claims to the extent authorized by the Court and/or applicable law.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff demands judgment in its favor and against the Defendants as follows:

- (a) declaring that:
 - (i) the Kingfisher Lien is a valid, perfected, and unavoidable prepetition lien on the Kingfisher Premises;
 - (ii) the Purported Third-Party Mechanic's Liens are the only other liens and/or encumbrances which purport to have been recorded on the Kingfisher Premises as of the Debtors' petition date;
 - (iii) Plaintiff is a secured creditor for all purposes in these chapter 11 cases, including the treatment and classification of Plaintiff's claims under the Plan and any future plan proposed in these cases; and
 - (iv) the Kingfisher Lien is a "Senior Lien" for purposes of the Final DIP Order; and
- (b) awarding Plaintiff pre- and post-judgment interest;
- (c) awarding Plaintiff's attorneys' fees and expenses incurred in connection with this adversary proceeding, any contested matter before this Court, and any other proceeding relating to the Kingfisher Lien or Plaintiff's claims; and
- (c) awarding such other and further relief as the Court deems equitable and proper.

Dated: August 16, 2019

SAUL EWING ARNSTEIN & LEHR LLP

/s/ Lucian B. Murley

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Counsel to Pownall Services, LLC

EXHIBIT A

Demand Letter



Santos Vargas
svargas@dslawpc.com

February 6, 2019

Superior Silica Sands LLC
3014 LCR 704
Kosse, Texas 76653

Via CMRRR: 7018 2290 0001 0422 0345

Superior Silica Sands LLC
OK Best Mine Site
13479 East 690th Rd.
Dover, OK 73734

Via CMRRR: 7018 2290 0001 0422 0352

Re: Claims of Pownall Services for unpaid billings by Superior Silica Sands LLC in connection with its facility located at 3014 LCR 704, Kosse, TX 76653 and its facility at OK Best Mine Site, 13479 East 690th Rd., Dover, OK 73734.

To Whom It May Concern:

This is to provide you with the required notice, in accordance with sections 53.051 and 53.052 of the Texas Property Code, and 42 O.S.2011 section 141, that Pownall Services ("**Claimant**") is owed for its billings to Superior Silica Sands LLC ("**Superior Silica**") for the labor and materials that Claimant provided in connection with Superior Silica's facilities located at 3014 LCR 704, Kosse, TX 76653 (the "**Texas Project**") and at OK Best Mine Site, 13479 East 690th Rd., Dover, OK 73734 (the "**Oklahoma Project**").

Claimant furnished labor and materials in connection with the Texas Project between September of 2018 and January of 2019. On or about the dates listed below, Claimant sent Superior Silica invoices seeking payment for such labor and materials in the amounts identified below:

- September 25, 2018, Invoice # 11710, for \$14,211.17;
- October 10, 2018, Invoice #11712, for \$3,818.41;
- October 10, 2018, Invoice #11713, for \$31,347.82;
- October 10, 2018, Invoice #11714, for \$6,343.49;
- October 10, 2018, Invoice #11715, for \$11,221.20;
- October 10, 2018, Invoice #11716, for \$130,017.00;
- October 10, 2018, Invoice #11719, for \$6,062.00;
- November 2, 2018, Invoice #11729, for \$1,950.00;
- January 11, 2019, Invoice #1009, for \$25,097.50;

- January 11, 2019, Invoice #1010, for \$24,430.00;
- January 11, 2019, Invoice #1011, for \$27,130.00;
- January 11, 2019, Invoice #1012, for \$24,685.00;
- January 11, 2019, Invoice #1013, for \$18,065.00;
- January 11, 2019, Invoice #1014, for \$25,570.00;
- January 22, 2019, Invoice #1015, for \$15,473.62;
- January 22, 2019, Invoice #1016, for \$11,293.50;
- January 22, 2019, Invoice #1017, for \$395.28;
- January 23, 2019, Invoice #1018, for \$8,323.31;
- January 23, 2019, Invoice #1023, for \$2,726.77;
- January 23, 2019, Invoice #1024, for \$3,187.16.

See Exhibit A. The total amount billed through the above invoices is \$391,348.23. Claimant has not received any payments on these invoices from Superior Silica.

Claimant also furnished labor and materials in connection with the Oklahoma Project in December of 2018. On or about the dates listed below, Claimant sent Superior Silica invoices seeking payment for such labor and materials, in the amounts identified below:

- December 8, 2018, Invoice #11737, for \$450,572.50;
- December 10, 2018, Invoice #11738, for \$61,170.34;
- January 22, 2019, Invoice #1019, for \$124,213.95;
- January 22, 2019, Invoice #1020, for \$25,243.78;
- January 23, 2019, Invoice #1021, for \$22,210.63;
- January 23, 2019, Invoice #1022, for \$444,742.20.

See Exhibit B. The total amount billed through the above invoices is \$1,128,153.4. Claimant has not received any payments on these invoices from Superior Silica.

In addition, Claimant previously sent Invoice #11687R to Superior Silica, which sought payment of \$3,362,000 for labor and materials for the Oklahoma Project. Claimant received payment on Invoice #11687R for \$3,322,765.25, which was \$232,549.75 less than the total amount on the invoice. On February 1, 2019, Claimant sent an additional invoice – Invoice #11687R4 – seeking payment for the \$232,549.75 that Superior Silica has not yet paid.

Finally, on February 5, 2019, Claimant sent Invoice #1025 to Superior Silica, which sought payment of \$149,404.93 for freight costs associated with materials and equipment provided on the Oklahoma Project. Claimant has not received any payments on this invoice from Superior Silica.

If Superior Silica does not pay or otherwise settle the above-referenced claims by Wednesday, February 13, 2019, Claimant will seek to impose a lien on Superior Silica's properties in Texas and Oklahoma in connection with some of the unpaid billings.

Please note that Claimant just recently provided Superior Silica with invoices for freight costs associated with materials and equipment for the above-referenced projects. This letter does not address such invoices.

This letter is neither a full nor a final recitation of all of Claimant's rights and remedies with respect to the matters addressed herein, and such rights and remedies are expressly reserved.

Should you have any questions, please do not hesitate to contact me.

Sincerely yours,



Santos Vargas

SV:klm

cc:

Rick Shearer
President & CEO
Superior Silica Sands LLC
5600 Clearfork Main, Ste 400
Fort Worth, Texas 76109

Via E-mail: rick@sssand.com

Bryan Miles
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Katie Mize
Superior Silica Sands LLC
5600 Clearfork Main, Ste 400
Fort Worth, Texas 76109

Via E-mail: kmize@sssand.com

Exhibit A



Invoice #11710

TO: Superior Silica Sands
3014 LCR 704
Kosse, TX 76653

September 25, 2018

Location	PO Number	Terms	Due Date
Dry Plant-Kosse		Net 30	October 25,2018

Quantity	Description	Unit Price	Total
	Air Dryer	12,907.20	12,907.20
	Sub-Total:		\$12,907.20

Please note that overdue invoices are subject to finance charges. <u>Submit Mailed Payments to:</u> Pownall Services PO Box 312 Round Top, TX 78954	Amount:	\$12,907.20
	Sales Tax:	\$1,064.85
	Freight	\$239.12
	TOTAL:	\$14,211.17

www.pownallservices.com harry@pownallservices.com
832-250-2746 (Mobile) 281-813-2105 (Office)
PO Box 312. Round Top, TX 78954

Invoice #11712

TO: Superior Silica Sands
 3014 LCR 704
 Kosse, TX 76653

October 9, 2018

Location	PO Number	Terms	Due Date
Scale House- Kosse		Net 30	November 9, 2018

Quantity	Description	Unit Price	Total
	Scale House	3,469.20	3,469.20
	Sub-Total:		\$3,469.20

Please note that overdue invoices are subject to finance charges. <u>Submit Mailed Payments to:</u> Pownall Services PO Box 312 Round Top, TX 78954	Amount:	\$3,469.20
	Sales Tax:	\$286.21
	Freight	\$63.00
	TOTAL:	\$3,818.41

**Invoice** #11713

TO: Superior Silica Sands
 3014 LCR 704
 Kosse, TX 76653

October 9, 2018

Location	PO Number	Terms	Due Date
Dry Plant- Kosse		Net 30	November 9, 2018

	Description	Unit Price	Total
	Build Guards, Duct Work, and Knock-out Box		
	Materials	7,640.25	7,640.25
	Labor		17,827.25
35	Per Diem	150.00	5,250.00
	Sub-Total:		\$30,717.50
Please note that overdue invoices are subject to finance charges.			
Submit Mailed Payments to: Pownall Services PO Box 312 Round Top, TX 78954		Amount:	\$30,717.50
		Sales Tax:	\$630.32
		Freight	\$n/a
		TOTAL:	\$31,347.82

Invoice #11714

TO: Superior Silica Sands
 3014 LCR 704
 Kosse, TX 76653

October 9, 2018

Location	PO Number	Terms	Due Date
Dry Plant- Kosse		Net 30	November 9, 2018

Quantity	Description	Unit Price	Total
	Build Gas Line-		
	Materials	2,617.54	2,617.54
	Labor		3,060.00
3	Per Diem	150.00	450.00
	Sub-Total:		\$6,127.54
Please note that overdue invoices are subject to finance charges.			
Submit Mailed Payments to: Pownall Services PO Box 312 Round Top, TX 78954		Amount:	\$6,127.54
		Sales Tax:	\$215.95
		Freight	\$n/a
		TOTAL:	\$6,343.49



Invoice #11715

TO: Superior Silica Sands
3014 LCR 704
Kosse, TX 76653

October 9, 2018

Location	PO Number	Terms	Due Date
Wet Plant- Kosse		Net 30	November 9, 2018

Quantity	Description	Unit Price	Total
	Sump Tank:		
	Materials	5,765.54	5,765.54
	Labor		4,080.00
6	Per Diem	150.00	900.00
	Sub-Total:		\$10,745.54

Please note that overdue invoices are subject to finance charges. Submit Mailed Payments to: Pownall Services PO Box 312 Round Top, TX 78954	Amount:	\$10,745.54
	Sales Tax:	\$475.66
	Freight	\$n/a
	TOTAL:	\$11,221.20

Invoice #11716

TO: Superior Silica Sands
 3014 LCR 704
 Kosse, TX 76653

October 9, 2018

Location	PO Number	Terms	Due Date
Dry Plant- Kosse		Net 30	November 9, 2018

	Description	Unit Price	Total
	Baghouse Installation: Labor for Baghouse, Cyclone, Ductwork, Knockout Box, Conveyors	122,517.00	122,517.00
50	Per Diem	150.00	7,500.00
	Sub-Total:		\$130,017.00
Please note that overdue invoices are subject to finance charges.			
Submit Mailed Payments to: Pownall Services PO Box 312 Round Top, TX 78954		Amount:	\$130,017.00
		Sales Tax:	\$n/a
		Freight	\$n/a
		TOTAL:	\$130,017.00

www.pownallservices.com harry@pownallservices.com
 832-250-2746 (Mobile) 281-813-2105 (Office)
 PO Box 312. Round Top, TX 78954

**Invoice** #11719

TO: Superior Silica Sands
 3014 LCR 704
 Kosse, TX 76653

October 9, 2018

Location	PO Number	Terms	Due Date
Kosse		Net 30	November 9, 2018

Quantity	Description	Unit Price	Total
1	40' Conex Box	5,600.00	5,600.00
	Sub-Total:		\$5,600.00

Please note that overdue invoices are subject to finance charges. <u>Submit Mailed Payments to:</u> Pownall Services PO Box 312 Round Top, TX 78954	Amount:	\$5,600.00
	Sales Tax:	\$462.00
	Freight	\$n/a
	TOTAL:	\$6,062.00

**Invoice** #11729

TO: Superior Silica Sands
 3014 LCR 704
 Kosse, TX 76653

October 9, 2018

Location	PO Number	Terms	Due Date
		Net 30	Due Upon Receipt

Quantity	Description	Unit Price	Total
	Sump and Pump Freight Charge		1,950.00
	Sub-Total:		\$1,950.00
Please note that overdue invoices are subject to finance charges. <u>Submit Mailed Payments to:</u> Pownall Services PO Box 312 Round Top, TX 78954		Amount:	\$1,950.00
		Sales Tax:	\$n/a
		Freight	\$n/a
		TOTAL:	\$1,950.00

www.pownallservices.com harry@pownallservices.com
 832-250-2746 (Mobile) 281-813-2105 (Office)
 PO Box 312. Round Top, TX 78954

Pownall Services LLC
 PO Box 312
 Round Top, TX 78954
 melissa@pownallservices.com

Invoice


BILL TO

Superior Silica Sands LLC
 3014 Lcr 704
 Kosse, TX 766533863 USA

INVOICE #	DATE	TOTAL DUE	DUE DATE	TERMS	ENCLOSED
1009	01/11/2019	\$25,097.50	02/10/2019	Net 30	

DATE	ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
01/11/2019		Work Week of 11/12-18/2018			
01/11/2019	Rig Welder	Kosse	70	85.00	5,950.00
01/11/2019	Rig Welder	Kosse	74	85.00	6,290.00
01/11/2019	Single Hand	Kosse	6.50	65.00	422.50
01/11/2019	Single Hand	Kosse	74	65.00	4,810.00
01/11/2019	Single Hand	Kosse	55	65.00	3,575.00
01/11/2019	Per Diem		27	150.00	4,050.00

Please note that overdue invoices are subject to finance charges.

BALANCE DUE

\$25,097.50

Submit Mailed Payments to:
 Pownall Services
 PO Box 312
 Round Top, TX 78954

Pownall Services LLC
 PO Box 312
 Round Top, TX 78954
 melissa@pownallservices.com

Invoice


BILL TO

Superior Silica Sands LLC
 3014 Lcr 704
 Kosse, TX 766533863 USA

INVOICE #	DATE	TOTAL DUE	DUE DATE	TERMS	ENCLOSED
1010	01/11/2019	\$24,430.00	02/10/2019	Net 30	

DATE	ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
01/11/2019		Work Week of 11/19-25/2018			
01/11/2019	Rig Welder	Kosse	75	85.00	6,375.00
01/11/2019	Rig Welder	Kosse	61	85.00	5,185.00
01/11/2019	Single Hand	Kosse	63.50	65.00	4,127.50
01/11/2019	Single Hand	Kosse	74.50	65.00	4,842.50
01/11/2019	Per Diem		26	150.00	3,900.00

Please note that overdue invoices are subject to finance charges.

BALANCE DUE

\$24,430.00

Submit Mailed Payments to:
 Pownall Services
 PO Box 312
 Round Top, TX 78954

Pownall Services LLC
 PO Box 312
 Round Top, TX 78954
 melissa@pownallservices.com

Invoice


BILL TO

Superior Silica Sands LLC
 3014 Lcr 704
 Kosse, TX 766533863 USA

INVOICE #	DATE	TOTAL DUE	DUE DATE	TERMS	ENCLOSED
1011	01/11/2019	\$27,130.00	02/10/2019	Net 30	

DATE	ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
01/11/2019		Work Week of 12/10-16/2018			
01/11/2019	Rig Welder	Kosse	75	85.00	6,375.00
01/11/2019	Rig Welder	Kosse	77	85.00	6,545.00
01/11/2019	Single Hand	Kosse	77	65.00	5,005.00
01/11/2019	Single Hand	Kosse	77	65.00	5,005.00
01/11/2019	Per Diem		28	150.00	4,200.00

Please note that overdue invoices are subject to finance charges.

BALANCE DUE

\$27,130.00

Submit Mailed Payments to:
 Pownall Services
 PO Box 312
 Round Top, TX 78954

Pownall Services LLC
 PO Box 312
 Round Top, TX 78954
 melissa@pownallservices.com

Invoice


BILL TO

Superior Silica Sands LLC
 3014 Lcr 704
 Kosse, TX 766533863 USA

INVOICE #	DATE	TOTAL DUE	DUE DATE	TERMS	ENCLOSED
1012	01/11/2019	\$24,685.00	02/10/2019	Net 30	

DATE	ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
01/11/2019		Work Week of 12/17-23/2018			
01/11/2019	Rig Welder	Kosse	58.50	85.00	4,972.50
01/11/2019	Rig Welder	Kosse	58.50	85.00	4,972.50
01/11/2019	Rig Welder	Kosse	37	85.00	3,145.00
01/11/2019	Single Hand	Kosse	36	65.00	2,340.00
01/11/2019	Single Hand	Kosse	45	65.00	2,925.00
01/11/2019	Single Hand	Kosse	42	65.00	2,730.00
01/11/2019	Per Diem	Per Diem for 6 Men	24	150.00	3,600.00

Please note that overdue invoices are subject to finance charges.

BALANCE DUE

\$24,685.00

Submit Mailed Payments to:
 Pownall Services
 PO Box 312
 Round Top, TX 78954

Pownall Services LLC
 PO Box 312
 Round Top, TX 78954
 melissa@pownallservices.com

Invoice


BILL TO

Superior Silica Sands LLC
 3014 Lcr 704
 Kosse, TX 766533863 USA

INVOICE #	DATE	TOTAL DUE	DUE DATE	TERMS	ENCLOSED
1013	01/11/2019	\$18,065.00	02/10/2019	Net 30	

DATE	ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
01/11/2019		Work Week of 10/29-11/4/2018			
01/11/2019	Rig Welder	Kosse	56	85.00	4,760.00
01/11/2019	Rig Welder	Kosse	45	85.00	3,825.00
01/11/2019	Single Hand	Kosse	46	65.00	2,990.00
01/11/2019	Single Hand	Kosse	56	65.00	3,640.00
01/11/2019	Per Diem		19	150.00	2,850.00

Please note that overdue invoices are subject to finance charges.

BALANCE DUE

\$18,065.00

Submit Mailed Payments to:
 Pownall Services
 PO Box 312
 Round Top, TX 78954

Pownall Services LLC
 PO Box 312
 Round Top, TX 78954
 melissa@pownallservices.com

Invoice


BILL TO

Superior Silica Sands LLC
 3014 Lcr 704
 Kosse, TX 766533863 USA

INVOICE #	DATE	TOTAL DUE	DUE DATE	TERMS	ENCLOSED
1014	01/11/2019	\$25,570.00	02/10/2019	Net 30	

DATE	ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
01/11/2019		Work Week of 11/5-11/2018			
01/11/2019	Rig Welder	Kosse	77	85.00	6,545.00
01/11/2019	Rig Welder	Kosse	77	85.00	6,545.00
01/11/2019	Single Hand	Kosse	55	65.00	3,575.00
01/11/2019	Single Hand	Kosse	77	65.00	5,005.00
01/11/2019	Per Diem		26	150.00	3,900.00

Please note that overdue invoices are subject to finance charges.

BALANCE DUE

\$25,570.00

Submit Mailed Payments to:
 Pownall Services
 PO Box 312
 Round Top, TX 78954

Pownall Services LLC
 PO Box 312
 Round Top, TX 78954
 melissa@pownallservices.com

Invoice


BILL TO

Superior Silica Sands LLC
 3014 Lcr 704
 Kosse, TX 766533863 USA

INVOICE #	DATE	TOTAL DUE	DUE DATE	TERMS	ENCLOSED
1015	01/22/2019	\$15,473.62	02/06/2019	Net 15	

DATE	ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
01/22/2019	Part	Air Compressor Heads	2	6,875.00	13,750.00T
01/22/2019	Part	Compressor Oil	1	250.57	250.57T
01/22/2019	Freight	Freight	1	318.00	318.00

Please note that overdue invoices are subject to finance charges.

SUBTOTAL	14,318.57
TAX	1,155.05
TOTAL	15,473.62
BALANCE DUE	\$15,473.62

Submit Mailed Payments to:
 Pownall Services
 PO Box 312
 Round Top, TX 78954

Pownall Services LLC
 PO Box 312
 Round Top, TX 78954
 melissa@pownallservices.com

Invoice


BILL TO

Superior Silica Sands LLC
 3014 Lcr 704
 Kosse, TX 766533863 USA

INVOICE #	DATE	TOTAL DUE	DUE DATE	TERMS	ENCLOSED
1016	01/22/2019	\$11,293.50	02/21/2019	Net 30	

DATE	ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
01/22/2019	Part	Cyclone	1	9,800.00	9,800.00T
01/22/2019	Freight	Freight	1	685.00	685.00

Please note that overdue invoices are subject to finance charges.

SUBTOTAL	10,485.00
TAX	808.50
TOTAL	11,293.50
BALANCE DUE	\$11,293.50

Submit Mailed Payments to:
 Pownall Services
 PO Box 312
 Round Top, TX 78954

Pownall Services LLC
 PO Box 312
 Round Top, TX 78954
 melissa@pownallservices.com

Invoice


BILL TO

Superior Silica Sands LLC
 3014 Lcr 704
 Kosse, TX 766533863 USA

INVOICE #	DATE	TOTAL DUE	DUE DATE	TERMS	ENCLOSED
1017	01/22/2019	\$395.28	02/06/2019	Net 15	

DATE	ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
01/22/2019	Part	Thermomcouplers	1	270.00	270.00T
01/22/2019	Freight	Freight	1	103.00	103.00

Please note that overdue invoices are subject to finance charges.

SUBTOTAL	373.00
TAX	22.28
TOTAL	395.28
BALANCE DUE	\$395.28

Submit Mailed Payments to:
 Pownall Services
 PO Box 312
 Round Top, TX 78954

Pownall Services LLC
 PO Box 312
 Round Top, TX 78954
 melissa@pownallservices.com

Invoice


BILL TO

Superior Silica Sands LLC
 3014 Lcr 704
 Kosse, TX 766533863 USA

INVOICE #	DATE	TOTAL DUE	DUE DATE	TERMS	ENCLOSED
1018	01/22/2019	\$8,323.31	02/06/2019	Net 15	

DATE	ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
01/22/2019	Part	Packing Pump	1	6,925.00	6,925.00T
01/22/2019	Freight	Freight	1	827.00	827.00

Please note that overdue invoices are subject to finance charges.

SUBTOTAL	7,752.00
TAX	571.31
TOTAL	8,323.31
BALANCE DUE	\$8,323.31

Submit Mailed Payments to:
 Pownall Services
 PO Box 312
 Round Top, TX 78954

Pownall Services LLC
 PO Box 312
 Round Top, TX 78954
 melissa@pownallservices.com

Invoice


BILL TO

Superior Silica Sands LLC
 3014 Lcr 704
 Kosse, TX 766533863 USA

INVOICE #	DATE	TOTAL DUE	DUE DATE	TERMS	ENCLOSED
1023	01/23/2019	\$2,726.77	02/07/2019	Net 15	

DATE	ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
01/23/2019		Gear Box for Wet Plant		2,340.70	2,340.70
01/23/2019		Freight		192.96	192.96

Please note that overdue invoices are subject to finance charges.

SUBTOTAL	2,533.66
TAX	193.11
TOTAL	2,726.77
BALANCE DUE	\$2,726.77

Submit Mailed Payments to:
 Pownall Services
 PO Box 312
 Round Top, TX 78954

Pownall Services LLC
 PO Box 312
 Round Top, TX 78954
 melissa@pownallservices.com

Invoice



BILL TO
 Superior Silica Sands LLC
 3014 Lcr 704
 Kosse, TX 766533863 USA

INVOICE #	DATE	TOTAL DUE	DUE DATE	TERMS	ENCLOSED
1024	01/23/2019	\$3,187.16	02/07/2019	Net 15	

DATE	ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
01/23/2019		Motor Mounts	2	613.02	1,226.04T
01/23/2019		Bushings	2	289.50	579.00T
01/23/2019		Freight- Standard		164.50	164.50
01/23/2019		Freight- Next Day Air		1,068.70	1,068.70

Please note that overdue invoices are subject to finance charges.

SUBTOTAL	3,038.24
TAX	148.92
TOTAL	3,187.16
BALANCE DUE	\$3,187.16

Submit Mailed Payments to:
 Pownall Services
 PO Box 312
 Round Top, TX 78954

Exhibit B



✓ sent

Invoice #11737

To: Brian M.

TO: Superior Silica Sands
OK Best Mine Site
13479 East 690th Rd.
Dover, OK 73734

December 8, 2018

Invoice			
Third Lane Expansion- Partial Payment			
Quantity	Description		Total
	<ul style="list-style-type: none"> Silo with Loadout Spout Scale Foundation 		
	**Tax and Freight to be added. **		
		Sub-Total:	\$450,572.50
Note This invoice is your bill. Payment is due when services are rendered unless alternative arrangements have been previously reached. No further invoices will be sent .		Amount:	\$450,572.50
		Sales Tax:	\$TBA
		Freight:	\$TBA
		Due Now:	\$450,572.50

Please note that overdue invoices are subject to finance charges.

Submit Mailed Payments to:

Pownall Services
PO Box 312
Round Top, TX 78954

www.pownallservices.com harry@pownallservices.com
832-250-2746 (Mobile) 281-813-2105 (Office)
PO Box 312. Round Top, TX 78954



Jok

Invoice #11738

TO: Superior Silica Sands
 OK Best Mine Site
 13479 East 690th Rd.
 Dover, OK 73734

December 10, 2018

Location	PO Number	Terms	Due Date
Dover, OK Plant		Net 30	December 13, 2018

Quantity	Description	Unit Price	Total
1	Feeder Bin	52,588.50	\$52,588.50
	Sub-Total:		\$52,588.50

Please note that overdue invoices are subject to finance charges. <u>Submit Mailed Payments to:</u> Pownall Services PO Box 312 Round Top, TX 78954	Amount:	\$52,588.50
	Sales Tax:	\$3,023.84
	Freight	\$5,558.00
	TOTAL:	\$61,170.34

Pownall Services LLC
 PO Box 312
 Round Top, TX 78954
 melissa@pownallservices.com

Invoice


BILL TO

Superior Silica Sands
 13479 E. 690th Rd.
 Dover, OK 73734

INVOICE #	DATE	TOTAL DUE	DUE DATE	TERMS	ENCLOSED
1019	01/22/2019	\$124,213.95	02/06/2019	Net 15	

DATE	ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
01/22/2019	Sales	Partial Bucket Elevator Install and Support Leg and Tail Sensors	1	117,460.00	117,460.00T
01/22/2019		Freight to be Added			

Please note that overdue invoices are subject to finance charges.

SUBTOTAL	117,460.00
TAX	6,753.95
TOTAL	124,213.95
BALANCE DUE	\$124,213.95

Submit Mailed Payments to:
 Pownall Services
 PO Box 312
 Round Top, TX 78954

Pownall Services LLC
 PO Box 312
 Round Top, TX 78954
 melissa@pownallservices.com

Invoice



BILL TO

Superior Silica Sands
 13479 E. 690th Rd.
 Dover, OK 73734

INVOICE #	DATE	TOTAL DUE	DUE DATE	TERMS	ENCLOSED
1020	01/22/2019	\$25,243.78	02/06/2019	Net 15	

DATE	ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
01/22/2019		(600) Baghouse Bags		23,370.00	23,370.00T
01/22/2019	Freight	Freight	1	530.00	530.00

Please note that overdue invoices are subject to finance charges.

SUBTOTAL	23,900.00
TAX	1,343.78
TOTAL	25,243.78
BALANCE DUE	\$25,243.78

Submit Mailed Payments to:
 Pownall Services
 PO Box 312
 Round Top, TX 78954

Pownall Services LLC
 PO Box 312
 Round Top, TX 78954
 melissa@pownallservices.com

Invoice


BILL TO

Superior Silica Sands
 Superior Silica Sands
 13479 E. 690th Rd.
 Dover, OK 73734

INVOICE #	DATE	TOTAL DUE	DUE DATE	TERMS	ENCLOSED
1021	01/23/2019	\$22,210.63	02/07/2019	Net 15	

DATE	ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
01/23/2019		(4) Bin Level Indicators and Mounting Brackets and Belt Scale for Tunnel Conveyor		20,637.00	20,637.00T
01/23/2019	Freight	Freight	1	387.00	387.00

Please note that overdue invoices are subject to finance charges.

SUBTOTAL	21,024.00
TAX	1,186.63
TOTAL	22,210.63
BALANCE DUE	\$22,210.63

Submit Mailed Payments to:
 Pownall Services
 PO Box 312
 Round Top, TX 78954

Pownall Services LLC
 PO Box 312
 Round Top, TX 78954
 melissa@pownallservices.com

Invoice


BILL TO

Superior Silica Sands
 13479 E. 690th Rd.
 Dover, OK 73734

INVOICE #	DATE	TOTAL DUE	DUE DATE	TERMS	ENCLOSED
1022	01/23/2019	\$444,742.20	02/07/2019	Net 15	

DATE	ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
01/23/2019		Third Lane Expansion- Elevator Foundation- North End Retaining Wall- South End Fan Foundation Transformer Foundation		420,560.00	420,560.00T

Please note that overdue invoices are subject to finance charges.

SUBTOTAL	420,560.00
TAX	24,182.20
TOTAL	444,742.20
BALANCE DUE	\$444,742.20

Submit Mailed Payments to:
 Pownall Services
 PO Box 312
 Round Top, TX 78954

EXHIBIT B

Mechanic's Lien

I-2019-003003 Book 3218 Pg: 520
04/05/2019 2:49 pm Pg 0520-0532
Fee: \$ 39.00 Doc: \$ 0.00
Jeannie Boevers - Kingfisher County Clerk
State of Oklahoma

MECHANIC OR MATERIALMAN'S LIEN STATEMENT

STATE OF TEXAS

SS.
COUNTY OF *Fayette*

KNOW ALL MEN BY THESE PRESENTS:

That Pownall Services LLC, at P.O. Box 312 Round Top, Texas 78954, by and through Mr. Harry Pownall, duly authorized representative and Managing Partner, pursuant to 42 O.S. Sec. 141, et seq., has and claims a lien upon the land, the building(s), the appurtenances and improvements, the processing facilities and trade fixtures thereon or therein, as located and situated at E0690 Road, Dover, Oklahoma 73734, in the County of Kingfisher, State of Oklahoma, and more particularly described as:

The South 1320.00 Feet of the East 1320 feet of the Southwest Quarter of Section 20, Township 18 North, Range 7 West of the Indian Meridian, Kingfisher County, Oklahoma, being more particularly described as follows:

Begin at the South Quarter corner of said Section 20; thence South 88 degrees 49 feet 47 inches West, along the South line of the Southwest Quarter of said Section 20, a distance of 1320.00 feet; thence North 00 degrees 50 feet 44 inches West a distance of 1320.00 feet; thence North 88 degrees 49 feet 47 inches East, a distance of 1320.00 feet to a point on the East line of the Southwest Quarter of said Section 20; thence South 00 degrees 50 feet 44 inches East along said East line a distance of 1320.00 feet to the point of beginning.

That the land, the buildings(s), the appurtenances and improvements thereon or therein, and the processing facilities and trade fixtures thereon or therein, are owned by Superior Silica Sands, LLC, 5600 Clearfork Main Street, Suite 400, Ft. Worth, Texas 76109, being the owner of the land, the appurtenances and improvements and the processing facilities and trade fixtures thereon or therein, and against which Pownall Services LLC claims a lien, and that the property is presently owned of record by Superior Silica Sands, LLC.

That the amount of the lien claimed totals \$1,598,738.31 as of February 20th, 2019, plus accruing interest, all filing costs, and accrued and accruing legal expenses;

That on or about June 20th, 2018 through February 5th, 2019, Pownall entered into an agreement and/or contract with Superior Silica Sands, LLC to perform labor, to furnish material and proved an furnish services to be used on and for the benefit of the land, the building(s), the appurtenances and all improvements, processing facilities and trade fixtures thereon or therein; See Exhibit "A" for description of the labor, materials and services furnished and provided;

That pursuant to the agreement and / or contract with Superior Silica Sands, LLC, Pownall Services LLC performed labor and furnished materials and services used on or for the land, buildings, the appurtenances, and improvements, processing facilities and trade fixtures thereon or therein, for which the land is more as fully described heretoabove ;

I-2019-003003 Book 3218 Pg: 521
04/05/2019 2:49 pm Pg 0520-0532
Fee: \$ 39.00 Doc: \$ 0.00
Jeannie Boevers - Kingfisher County Clerk
State of Oklahoma

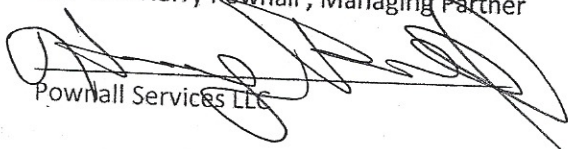
That the date upon which the labor last performed and/or materials furnished, was on or about February 5th, 2019 and that this lien statement has been filed with the county clerk within ninety (90) days of said date;

That Pownall Services LLC has attached and makes a part of this lien statement an affidavit regarding the pre-lien notice to Superior Silica Sands, LLC 5600 Clearfork Main Street, Suite 400, Fort Worth, Texas 76109, marked as Exhibit "B" hereto, mailed to the last known address of Property Owner;

That said sum is just, due and unpaid, and that Pownall Services LLC claims and has a lien upon the land, the building(s), the appurtenances and the improvements, the processing facilities and trade fixtures thereon or therein as described above, and against Superior Silica sands, LLC, in the amount of \$1,598,738.31, which is owed as of February 20th, 2019, together with accruing interest, legal fees and costs, according to the laws of the State of Oklahoma.

DATED this 4th day of ~~March~~ April, 2019.

BY: Mr. Harry Pownall, Managing Partner

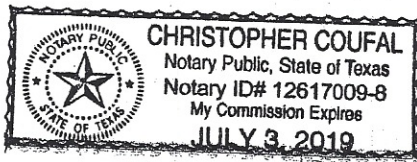

Pownall Services LLC

State of Texas

County of Fayette

Subscribed and sworn to before me on this 4th day of April 2019, by Harry Pownall, Managing Partner and duly Authorized Representative of Pownall Service, LLC.

(Seal)




Notary Public's Signature

I-2019-003003 Book 3218 Pg: 522
04/05/2019 2:49 pm Pg 0520-0532
Fee: \$ 39.00 Doc: \$ 0.00
Jeannie Boevers - Kingfisher County Clerk
State of Oklahoma

\$	316,600.00
\$	450,572.50
\$	61,170.34
\$	124,213.95
\$	25,243.78
\$	22,210.63
\$	444,742.20
\$	149,404.93
\$	4,579.98
\$	
\$	1,598,738.31




**POWNALL
SERVICES**

I-2019-003003 Book 3218 Pg: 523
 04/05/2019 2:49 pm Pg 0520-0532
 Fee: \$ 39.00 Doc: \$ 0.00
 Jeannie Boevers - Kingfisher County Clerk
 State of Oklahoma

Invoice #11687R

**TO: Superior Silica Sands
 OK Best Mine Site**

June 20, 2018

Quantity	Description	PO # 18-38
1	250'x100'x60' Building- Installed with: - Two (2) 100'x100' Bays - With three (3) sides having 12' walls that are 80'x100' and the fourth side with 3'	
8	Slab on Grade - With tunnel 400 tph (approximately 250' long) and tunnel conveyor to feed bucket elevator	
2	In-floor drive over hoppers with pneumatic gates.	
2	Product Belts to feed bins - 200tph. One belt at approx. 100' and one belt at approx. 200'	
2	12'x24' barrel silos and cone with Bintop Dust collectors and load-out spouts. Drive-through structures for silos. *** Installation only. - NO Electrical or site work. - Pricing figured on continuous work (single move-in).	
	Terms: - 30% payment with receipt of order - 30% due in 30 days - 35% due when construction starts - Balance due 30 days after install	
		Sub-Total: \$3,362,000.00
Please note that overdue invoices are subject to finance charges. <u>Submit Mailed Payments to:</u> Pownall Services PO Box 312 Round Top, TX 78954		Amount: \$3,362,000.00
		Sales Tax: \$277,365.00
		TOTAL: \$3,639,365.00

www.pownallservices.com harry@pownallservices.com
 832-250-2746 (Mobile) 281-813-2105 (Office) 832- 532-7551 (Fax)
 PO Box 312. Round Top, TX 78954

I-2019-003003 Book 3218 Pg: 524
 04/05/2019 2:49 pm Pg 0520-0532
 Fee: \$ 39.00 Doc: \$ 0.00
 Jeannie Boevers - Kingfisher County Clerk
 State of Oklahoma

Invoice #11737

December 8, 2018

To: Brian M.
TO: Superior Silica Sands
OK Best Mine Site
13479 East 690th Rd.
Dover, OK 73734

Invoice			
Third Lane Expansion- Partial Payment			
Quantity	Description		Total
	<ul style="list-style-type: none"> Silo with Loadout Spout Scale Foundation 		
	**Tax and Freight to be added. **		
Sub-Total:			\$450,572.50
Note This invoice is your bill. Payment is due when services are rendered unless alternative arrangements have been previously reached. No further invoices will be sent .			
		Amount:	\$450,572.50
		Sales Tax:	\$TBA
		Freight:	\$TBA
		Due Now:	\$450,572.50

Please note that overdue invoices are subject to finance charges.

Submit Mailed Payments to:

Pownall Services
PO Box 312
Round Top, TX 78954

www.pownallservices.com **harry@pownallservices.com**
832-250-2746 (Mobile) 281-813-2105 (Office)
PO Box 312. Round Top, TX 78954

I-2019-003003 Book 3218 Pg: 525
 04/05/2019 2:49 pm Pg 0520-0532
 Fee: \$ 39.00 Doc: \$ 0.00
 Jeannie Boevers - Kingfisher County Clerk
 State of Oklahoma

Invoice #11738

December 10, 2018

TO: Superior Silica Sands
 OK Best Mine Site
 13479 East 690th Rd.
 Dover, OK 73734

Location	PO Number	Terms	Due Date
Dover, OK Plant		Net 30	December 13, 2018

Quantity	Description	Unit Price	Total
1	Feeder Bin	52,588.50	\$52,588.50
Sub-Total:			\$52,588.50
Please note that overdue invoices are subject to finance charges.			
Submit Mailed Payments to: Pownall Services PO Box 312 Round Top, TX 78954		Amount:	\$52,588.50
		Sales Tax:	\$3,023.84
		Freight	\$5,558.00
		TOTAL:	\$61,170.34

www.pownallservices.com harry@pownallservices.com
 832-250-2746 (Mobile) 281-813-2105 (Office)
 PO Box 312. Round Top, TX 78954

I-2019-003003 Book 3218 Pg: 526

04/05/2019 2:49 pm Pg 0520-0532

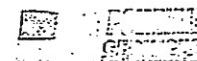
Fee: \$ 39.00 Doc: \$ 0.00

Jeannie Boevers - Kingfisher County Clerk
State of Oklahoma**Pownall Services LLC**

PO Box 312

Round Top, TX 78954

melissa@pownallservices.com

Invoice**BILL TO**

Superior Silica Sands

Superior Silica Sands

13479 E. 690th Rd.

Dover, OK 73734

INVOICE #	DATE	TOTAL DUE	DUE DATE	TERMS	ENCLOSED
1021	01/23/2019	\$22,210.63	02/07/2019	Net 15	

DATE	ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
01/23/2019		(4) Bin Level Indicators and Mounting Brackets and Belt Scale for Tunnel Conveyor		20,637.00	20,637.00T
01/23/2019	Freight	Freight	1	387.00	387.00

Please note that overdue invoices are subject to finance charges.

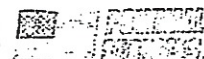
SUBTOTAL	21,024.00
TAX	1,186.63
TOTAL	22,210.63
BALANCE DUE	\$22,210.63

Submit Mailed Payments to:
Pownall Services
PO Box 312
Round Top, TX 78954

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Fee: \$ 39.00 Doc: \$ 0.00

Jeannie Boevers - Kingfisher County Clerk
State of Oklahoma**Pownall Services LLC**

PO Box 312

Round Top, TX 78954

melissa@pownallservices.com

Invoice**BILL TO**

Superior Silica Sands

13479 E. 690th Rd.

Dover, OK 73734

INVOICE #	DATE	TOTAL DUE	DUE DATE	TERMS	ENCLOSED
1022	01/23/2019	\$444,742.20	02/07/2019	Net 15	

DATE	ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
01/23/2019		Third Lane Expansion- Elevator Foundation- North End Retaining Wall- South End Fan Foundation Transformer Foundation		420,560.00	420,560.00T

Please note that overdue invoices are subject to finance charges.

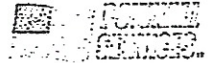
SUBTOTAL	420,560.00
TAX	24,182.20
TOTAL	444,742.20
BALANCE DUE	\$444,742.20

Submit Mailed Payments to:
Pownall Services
PO Box 312
Round Top, TX 78954

Pownall Services LLC
 PO Box 312
 Round Top, TX 78954
 melissa@pownallservices.com

Invoice

I-2019-003003 Book 3218 Pg: 528
 04/05/2019 2:49 pm Pg 0520-0532
 Fee: \$ 39.00 Doc: \$ 0.00
 Jeannie Boevers - Kingfisher County Clerk
 State of Oklahoma



BILL TO
 Superior Silica Sands
 13479 E. 690th Rd.
 Dover, OK 73734

INVOICE #	DATE	TOTAL DUE	DUE DATE	TERMS	ENCLOSED
1019	01/22/2019	\$124,213.95	02/06/2019	Net 15	

DATE	ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
01/22/2019	Sales	Partial Bucket Elevator Install and Support Leg and Tail Sensors	1	117,460.00	117,460.00T
01/22/2019		Freight to be Added			

Please note that overdue invoices are subject to finance charges.

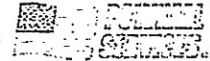
SUBTOTAL	117,460.00
TAX	6,753.95
TOTAL	124,213.95
BALANCE DUE	\$124,213.95

Submit Mailed Payments to:
 Pownall Services
 PO Box 312
 Round Top, TX 78954

I-2019-003003 Book 3218 Pg: 529

04/05/2019 2:49 pm Pg 0520-0532

Fee: \$ 39.00 Doc: \$ 0.00

Jeannie Boevers - Kingfisher County Clerk
State of Oklahoma**Invoice****Pownall Services LLC**

PO Box 312

Round Top, TX 78954

melissa@pownallservices.com

BILL TO

Superior Silica Sands

13479 E. 690th Rd.

Dover, OK 73734

INVOICE #	DATE	TOTAL DUE	DUE DATE	TERMS	ENCLOSED
1020	01/22/2019	\$25,243.78	02/06/2019	Net 15	

DATE	ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
01/22/2019		(600) Baghouse Bags		23,370.00	23,370.00T
01/22/2019	Freight	Freight	1	530.00	530.00

Please note that overdue invoices are subject to finance charges.

SUBTOTAL	23,900.00
TAX	1,343.78
TOTAL	25,243.78
BALANCE DUE	\$25,243.78

Submit Mailed Payments to:
Pownall Services
PO Box 312
Round Top, TX 78954

I-2019-003003 Book 3218 Pg: 530
 04/05/2019 2:49 pm Pg 0520-0532
 Fee: \$ 39.00 Doc: \$ 0.00
 Jeannie Boevers - Kingfisher County Clerk
 State of Oklahoma

Invoice



Pownall Services LLC
 PO Box 312
 Round Top, TX 78954
 melissa@pownallservices.com

TO:
 Superior Silica Sands
 13479 E. 690th Rd.
 Dover, OK 73734

INVOICE #	DATE	TOTAL DUE	DUE DATE	TERMS	ENCLOSURE
1025	02/05/2019	\$149,404.93	02/05/2019	Due on receipt	

DATE	ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
02/05/2019	Freight	Freight of Materials and Equipment- Dover Plant	1	149,404.93	149,404.93

Please note that overdue invoices are subject to finance charges.

BALANCE DUE

\$149,404.93

Almaley@csound.com

Submit Mailed Payments to:
 Pownall Services
 PO Box 312
 Round Top, TX 78954

I-2019-003003 Book 3218 Pg: 531
 04/05/2019 2:49 pm Pg 0520-0532
 Fee: \$ 39.00 Doc: \$ 0.00
 Jeannie Boevers - Kingfisher County Clerk
 State of Oklahoma

Pownall Services LLC
 PO Box 312
 Round Top, TX 78954
 melissa@pownallservices.com

Invoice



BILL TO
 Superior Silica Sands
 13479 E. 690th Rd.
 Dover, OK 73734

INVOICE #	DATE	TOTAL DUE	DUE DATE	TERMS	ENCLOSURE
1026	02/06/2019	\$4,579.98	02/06/2019	Due on receipt	

DATE	ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
02/06/2019		Conex Box			4,330.95

Please note that overdue invoices are subject to finance charges.

SUBTOTAL	4,330.95
TAX	249.03
TOTAL	4,579.98
BALANCE DUE	\$4,579.98

Submit Mailed Payments to:
 Pownall Services
 PO Box 312
 Round Top, TX 78954



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

In re:

EMERGE ENERGY SERVICES, LP, *et al.*,

Debtors.

POWNALL SERVICES, LLC,

Plaintiff,

v.

SUPERIOR SILICA SANDS LLC, and HPS INVESTMENT
PARTNERS, LLC,

Defendants..

X

:

Chapter 11

:

Case No. 19-11563 (KBO)

:

Jointly Administered

:

X

:

:

:

:

Adversary Proceeding No. 19-____ (KBO)

:

:

:

:

X

NOTICE OF DISPUTE RESOLUTION ALTERNATIVES

As party to litigation you have a right to adjudication of your matter by a judge of this Court. Settlement of your case, however, can often produce a resolution more quickly than appearing before a judge. Additionally, settlement can also reduce the expense, inconvenience, and uncertainty of litigation.

There are dispute resolution structures, other than litigation, that can lead to resolving your case. Alternative Dispute Resolution (ADR) is offered through a program established by this Court. The use of these services are often productive and effective in settling disputes. **The purpose of this Notice is to furnish general information about ADR.**

The ADR structures used most often are mediation, early-neutral evaluation, mediation/arbitration and arbitration. In each, the process is presided over by an impartial third party, called the “neutral”.

In mediation and early neutral evaluation, an experienced neutral has no power to impose a settlement on you. It fosters an environment where offers can be discussed and exchanged. In the process, together, you and your attorney will be involved in weighing settlement proposals and crafting a settlement. The Court in its Local Rules requires all ADR processes, except threat of a potential criminal action, to be confidential. You will not be prejudiced in the event a settlement is not achieved because the presiding judge will not be advised of the content of any of your settlement discussions.

Mediation/arbitration is a process where you submit to mediation and, if it is unsuccessful, agree that the mediator will act as an arbitrator. At that point, the process is the same as arbitration. You, through your counsel, will present evidence to a neutral, who issues a decision. If the matter in controversy arises in the main bankruptcy case or arises from a subsidiary issue in an adversary proceeding, the arbitration, though voluntary, may be binding. If a party requests *de novo* review of an arbitration award, the judge will rehear the case.

Your attorney can provide you with additional information about ADR and advise you as to whether and when ADR might be helpful in your case.

Dated: August 16, 2019

/s/ Una O’Boyle

Clerk of Court